

**FORM 51-102F3
MATERIAL CHANGE REPORT**

Item 1. Name and Address of Reporting Issuer

Minsud Resources Corp. (the “Company”)
340 Richmond Street West
Toronto, ON, M5V 1X2

Item 2. Date of Material Change

November 1, 2019.

Item 3. News Release

A news release was disseminated on November 4, 2019 through Cision and a copy was subsequently filed on SEDAR.

Item 4. Summary of Material Change

On November 1, 2019, the Company, its wholly-owned subsidiary Minsud Argentina Inc. (“MAI”) and MAI’s subsidiary Minera Sud Argentina S.A. (“MSA”) signed an earn-in agreement (the “**Earn-in Agreement**”) with South32 Aluminum (Holdings) Pty Ltd. (“**South32**”), a wholly-owned subsidiary of South32 Limited, to explore the Chita Valley Project, located in the San Juan Province, Argentina (the “**Project**”). Under the terms of the Earn-in Agreement, South32 has the right to acquire in stages, up to a 50.1% direct interest in MSA.

Upon acquiring an interest in MSA, MAI and South32 will enter into a shareholders’ agreement to govern the management and operation of MSA and, if warranted, further exploration, development and exploitation of the Project (the “**Shareholders’ Agreement**”). The Shareholders’ Agreement provides a framework for South32 to acquire an additional interest of up to 80% in MSA.

Item 5. Full Description of Material Change

The Project is a large intrusive porphyry with classic alteration features, widespread porphyry style Cu-Mo-Ag-Au mineralization and associated gold and silver-bearing polymetallic veins. In addition to the Chita resource area, the Project includes a cluster of mineralized porphyries including the Chinchillones and Placetás porphyries that have yet to be fully tested by systematic multidisciplinary exploration methods.

The Earn-in Agreement grants to South32 the right to acquire up to a 50.1% direct interest in MSA at the end of the earn-in period. Under the Earn-in Agreement, South32 will provide up to C\$14 million in capital contributions to MSA over a period of 4 years, as follows: (i) not less than C\$3.5 million by December 31, 2020; (ii) not less than an aggregate of C\$7 million by December 31, 2021; (iii) not less than an aggregate of C\$10.5 million by December 31, 2022; and (iv) not less than an aggregate of C\$14 million by December 31, 2023. South32 has the right to withdraw at the end of each year. Once South32

has complied with its funding obligations, South32 may exercise its right to acquire a 50.1% direct interest in MSA by electing to subscribe for MSA shares equal to 10% of MSA's shares, in consideration for its funding, and acquire the remaining 40.1% of MSA's shares from MAI for a consideration of C\$14 million. Alternatively, South32 may undertake to complete a prefeasibility study ("**PFS**"), in which case it shall be entitled to subscribe for 50.1% of MSA's shares and shall have the right to acquire an additional 19.9% in MSA (as described below) exercisable on completion of the PFS.

MSA will be the operator and the parties will establish a technical committee made up of two members nominated by each party. The technical committee will approve annual technical programs and budgets. South32 will have the casting vote on the technical committee.

Upon the exercise of South32's right to acquire a 50.1% direct interest in MSA, Minsud and South32 will sign a Shareholders' Agreement to govern the management and operation of MSA and, if warranted, further exploration, development and exploitation of the Project. The Shareholders' Agreement provides for the following phases:

Prefeasibility Study Election – "PFS Funding"

If South32 has elected to fund a PFS at the end of the earn-in period, then, on or before the fifth anniversary of that election, South32 must deliver a PFS that complies with National Instrument 43-101 and CIM Definition Standards on Mineral Resources and Reserves by funding a minimum amount of C\$55 million less any amount contributed during the earn-in period. Upon delivering the PFS, South32 may either elect to (i) pay to MAI C\$20 million to acquire 19.9% of MSA's shares or (ii) fund a bankable feasibility study ("**BFS**"), in which case it shall be entitled to subscribe for 19.9% of MSA's shares (such that in either case South32 shall, following the relevant election, own 70% of MSA's shares and Minsud shall own 30% of such shares). If South32 opts neither to fund the BFS nor to purchase MSA's shares from MAI, its ownership in MSA will be reduced to 49.0% and MAI's interest shall be 51%.

Bankable Feasibility Study Election – "BFS funding"

If South32 has elected to fund a BFS, as long as such BFS is delivered on or before the third anniversary of that election and with effect from the BFS's date of approval by the Board of Director of MSA, South32 will have the sole, exclusive and irrevocable right to subscribe for, be issued and to acquire an additional 10% of the shares of MSA such that, in aggregate, it will hold 80% of the shares. If the BFS is delivered by South32 after the date which is the fourth anniversary but on or before the fifth anniversary of such election, the additional MSA shares to be issued and subscribed or acquired by South32 will be reduced to 5%. In this case, the aggregated participation will be 75%. If the BFS is delivered by South32 after the date which is the fifth anniversary but on or before the sixth anniversary of such election, South32's interest in MSA will remain at 70%. South32 must deliver a BFS that complies with National Instrument 43-101 and the CIM Definition Standards on Mineral Resources and Reserves.

Purchase Election

If South32 has elected to purchase MSA's shares from MAI at the end of the earn-in period, each party shall be obliged to contribute to approved annual programs and budgets in proportion to its participating interest. If a party does not elect to contribute, it will be diluted on a straight-line basis. In the case that Minsud is reduced to less than ten percent (10%), it will be entitled to a two percent (2%) net smelter returns royalty on the Project in exchange for its remaining interest in MSA, pursuant to the terms of a royalty agreement.

In the five years following the purchase by South32 from MAI of MSA shares (pursuant to the elections referred to above), MAI will have a one-time right, exercisable by notice to South32, to elect not to contribute to the approved annual program and budget and to suspend dilution of its equity interest in MSA for the duration of such program while it seeks a third party to acquire its interest in MSA (the "sale period"). During the sale period, South32 will contribute 100% to any approved program and budget but, should Minsud fail to find a third-party buyer for its interest, Minsud will have the right to claw back its participation as at the beginning of the sale period by paying 1.5 times the amount of the funding contributed by South32 during that period. Dilution will otherwise be applied retrospectively. Any shareholder holding at least 20% participation has a right of first refusal to match any third-party proposal.

The transactions contemplated by the Earn-in Agreement and Shareholders' Agreement are subject to the Company's filing requirements with the TSX Venture Exchange, and final acceptance by the TSX Venture Exchange. The transactions are also subject to approval from holders representing a majority of common shares which the Company intends to obtain by written consent.

Item 6. Reliance on subsection 7.1(2) of National Instrument 51-102

Not applicable.

Item 7. Omitted Information

Not Applicable.

Item 8. Executive Officer

Carlos Massa
President and Chief Executive Officer
cmassa@minsud.com

Item 9. Date of Report

This material change report is dated November 11, 2019.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION:

This report includes certain information that may constitute forward-looking information under applicable Canadian securities laws. Forward-looking information includes, but is not limited to,

strategic plans, spending commitments, future operations, results of exploration, anticipated financial results, future work programs, capital expenditures and objectives. Forward-looking information is necessarily based upon a number of estimates and assumptions that, while considered reasonable, are subject to known and unknown risks, uncertainties, and other factors which may cause the actual results and future events to differ materially from those expressed or implied by such forward-looking information including, but not limited to: changes in national and local government, legislation, taxation, controls, regulations and political or economic developments in Canada and Argentina or other countries in which the Company may carry on business in the future; operating or technical difficulties in connection with exploration and development activities; fluctuations in the currency markets (such as the Canadian dollar, Argentina peso, and the U.S. dollar); risks and hazards associated with the business of mineral exploration and development (including environmental hazards or industrial accidents); risks relating to the credit worthiness or financial condition of suppliers and other parties with whom the Company does business; presence of laws and regulations that may impose restrictions on mining, including those currently enacted in Argentina; employee relations; relationships with and claims by local communities; availability and increasing costs associated with operational inputs and labour; the speculative nature of mineral exploration and development, including the risks of obtaining necessary licenses, permits and approvals from government authorities; business opportunities that may be presented to, or pursued by, the Company; challenges to, or difficulty in maintaining, the Company's title to properties; risks relating to the Company's ability to raise funds; fluctuations in commodity prices and the factors identified in the Company's continuous disclosure documents filed on SEDAR. There can be no assurance that such information will prove to be accurate, as actual results and future events could differ materially from those anticipated in such information. Accordingly, readers should not place undue reliance on forward-looking information. All forward-looking-information contained in this report is given as of the date hereof and is based upon the opinions and estimates of management and information available to management as at the date hereof. The Company disclaims any intention or obligation to update or revise any forward-looking information, whether as a result of new information, future events or otherwise, except as required by law.