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29 August 2019

FROM: Chris Osborn
Williams + Hughes

FAX NO: (08) 9481 2041

TO: ASX

FAX NO: 1300 135 638

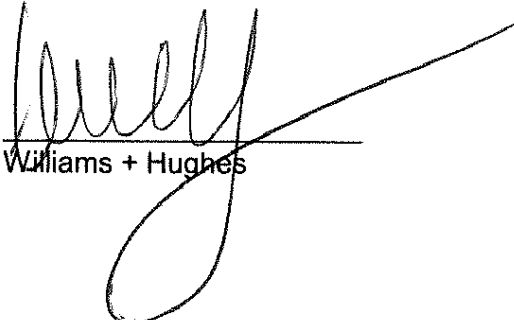
NO OF PAGES (INCLUDING THIS COVER SHEET): 162

Dear Sir/Madam

Azure Minerals Limited (ACN 106 346 918) (AZS) – Notice of Initial Substantial Holder

We act for Teck Resources Limited. Please find attached Notice of Initial Substantial Holder.

Regards



Williams + Hughes

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Form 603

Corporations Act 2001

Section 671B

Notice of initial substantial holder1a. Company Name/Scheme Azure Minerals LimitedACN/ARSN 106 346 918**1. Details of substantial holder (1)**Name Teck Resources Limited

ACN/ARSN (if applicable)

The holder became a substantial holder on 27 /08 /2019**2. Details of voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares	27,570,566	27,570,566	19.9%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
	SEE ANNEXURE 'A'	

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
	SEE ANNEXURE 'A'		

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
	SEE ANNEXURE 'A'	Cash	Non-cash	

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	

7. Addresses

The addresses of persons named in this form are as follows:

Name	Address
SEE ANNEXURE 'A'	

Signature

print name **AMANDA ROBINSON**

capacity **CORPORATE SECRETARY**

sign here



date **28/08/2019**

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement, and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg, if the relevant interest arises because of an option) write "unknown".
- (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

AZURE MINERALS LIMITED
(ACN 106 346 918)

This is Annexure ('A') of 2 pages referred to in

Form 603
Corporations Act 2001
Section 671b

Notice of initial substantial holder

3. Details of relevant interests

Holder of Relevant Interest	Nature of Relevant Interest	Class and number of securities
Minera Teck, S.A. de C.V.	Registered Holder	Ordinary Fully Paid 25,000
Teck Resources Limited	Beneficial Owner	Ordinary Fully Paid 25,000
Teck Resources Limited	Registered Holder and Beneficial Owner	Ordinary Fully Paid 27,545,566
Temagami Mining Company	Existing by virtue of Section 608(3) of the Corporation Act	Ordinary Fully Paid 27,570,566
Keevil Holding Corporation	Existing by virtue of Section 608(3) of the Corporation Act	Ordinary Fully Paid 27,570,566

4. Details of present registered holders

Holder of Relevant Interest	Registered Holder of Securities	Person entitled to be registered as holder	Class and number of securities
Teck Resources Limited	Minera Teck, S.A. de C.V.	Teck Resources Limited	Ordinary Fully Paid 25,000
Teck Resources Limited	Teck Resources Limited	Teck Resources Limited	Ordinary Fully Paid 27,545,566

5. Consideration

Holder of Relevant Interest	Date of Acquisition	Consideration		Class and number of securities
		Cash	Non Cash	
Teck Resources Limited	August 27, 2019		27,545,566 fully paid ordinary shares in Azure Minerals Limited (ABN 46 106 346 918) (Azure) issued pursuant to a Purchase and Sale Agreement dated	Ordinary Fully Paid 27,545,566

Holder of Relevant Interest	Date of Acquisition	Consideration		Class and number of securities
			27 August 2019 made by Minera Teck, SA de CV (a subsidiary of Teck Resources Limited), Azure, Minera Piedra Azul SA de CV and Minera Tlali SAPI de CV a copy of which is at Annexure B and a Purchase and Sale Agreement dated 27 August 2019 made between Minera Teck SA de CV and Teck Resources Limited a copy of which is at Annexure C.	
Teck Resources Limited	October 26, 2016		20,000 [—previously 400,000 shares pre-consolidation 20:1] fully paid ordinary shares in Azure Minerals Limited (ABN 46 106 346 918) (Azure) issued pursuant to an Option Agreement dated 15 December 2014 made by Minera Teck, SA de CV (a subsidiary of Teck Resources Limited), Azure and Minera Piedra Azul SA de CV a copy of which is at Annexure D and a Purchase and Sale Agreement dated 26 October 2016 made between Minera Teck SA de CV and Teck Resources Limited a copy of which is at Annexure E.	Ordinary Fully Paid 20,000
Teck Resources	January 6, 2015		5,000 [— previously	Ordinary Fully Paid

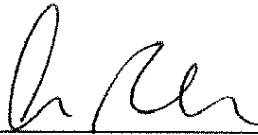
Holder of Relevant Interest	Date of Acquisition	Consideration		Class and number of securities
Limited			100,000 shares pre-consolidation 20:1] fully paid ordinary shares in Azure Minerals Limited (ABN 46 106 346 918) (Azure) issued pursuant to an Option Agreement dated 15 December 2014 made by Minera Teck, SA de CV (a subsidiary of Teck Resources Limited), Azure and Minera Piedra Azul SA de CV a copy of which is at Annexure D and a Purchase and Sale Agreement dated 7 January 2015 made between Minera Teck SA de CV and Teck Resources Limited a copy of which is at Annexure F.	5,000
Temagami Mining Company (consideration paid by Teck Resources Limited as above)	August 27, 2019		As above	Ordinary Fully Paid 27,545,566
Keevil Holding Corporation (consideration paid by Teck Resources Limited as above)	August 27, 2019		As above	Ordinary Fully Paid 27,545,566
Temagami Mining Company (consideration paid by Teck Resources Limited as above)	October 26, 2016		As above	Ordinary Fully Paid 20,000
Keevil Holding Corporation (consideration paid by Teck Resources Limited as above)	October 26, 2016		As above	Ordinary Fully Paid 20,000
Temagami Mining Company	January 6, 2015		As above	Ordinary Fully Paid 5,000

Holder of Relevant Interest	Date of Acquisition	Consideration		Class and number of securities
(consideration paid by Teck Resources Limited as above)				
Keevil Holding Corporation (consideration paid by Teck Resources Limited as above)	January 6, 2015		As above	Ordinary Fully Paid 5,000

7. Addresses

Name	Address
Minera Teck, S.A. de C.V.	Nebulosa #2802, Col. Jardines del Bosque C.P. 44520, Guadalajara Jalisco Mexico
Teck Resources Limited	3300-550 Burrard Street, Vancouver, British Columbia, Canada, V6C 0B3
Temagami Mining Company Ltd	3300-550 Burrard Street, Vancouver, British Columbia, Canada, V6C 0B3
Keevil Holding Corporation	3300-550 Burrard Street, Vancouver, British Columbia, Canada, V6C 0B3

This is Annexure 'B' of 68 pages referred to in Form 603 being a true copy of the Purchase and Sale Agreement dated 27 August 2019 made between Azure Minerals Limited (ACN 106 346 918); Minera Teck SA de CV; Minera Piedra Azul SA de CV; and Minera Tlali SAP de CV.



Amanda Robinson
Corporate Secretary
Teck Resources Limited
Date: August 28, 2019

EXECUTION VERSION

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made effective as of the 27th day of August, 2019

AMONG:

AZURE MINERALS LIMITED ACN 106 346 918, a company organized under the laws of Australia with an office at Level 1, 34 Colin Street, West Perth, WA, Australia 6005

("AML")

AND:

MINERA TECK, S.A. DE C.V., a company organized under the laws of México with an office at Nebulosa 2802, Col. Jardines del Bosque, Guadalajara, Jalisco, México

("Teck")

AND:

MINERA PIEDRA AZUL, S.A. DE C.V. a company organized under the laws of México with an office at Javier de Leon #707 entre, Jose Gutierrez y Alfonso Iberri, Col. Pitic Hermosillo, Sonora, México

("MPA", and collectively with AML, the "Purchaser")

AND:

MINERA TLALI, S.A.P.I. DE C.V., a company organized under the laws of México with an office at Nebulosa 2802, Col. Jardines del Bosque, Guadalajara, Jalisco, México

("Holdco", and collectively with the Purchaser, Teck and MPA, the "parties")

WHEREAS:

- A. Teck, AML and MPA entered into an Alacran Option/Shareholders' Agreement dated December 15, 2014, as supplemented by a memorandum of understanding dated April 27, 2017 (collectively, the "Option Agreement"), pursuant to which Teck granted MPA an option (the "Option") to acquire up to a one hundred (100) percent interest in the Alacran property concessions set out in Schedule "A" (the "Concessions") and related rights (collectively, the "Property"), subject to the rights retained by Teck pursuant to the Option Agreement, including a right to retain up to a sixty-five (65) percent interest in the Property (the "Back-In Right");
- B. Following MPA's exercise of the Option, Teck incorporated Holdco to hold title to the Property and to serve as the corporate vehicle through which Teck and MPA would participate in a joint venture in the event that Teck exercised the Back-In Right;



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- C. In connection with Teck pursuing the Back-In Right, Teck and Holdco entered into an exploration agreement dated May 25, 2017 (the "**Exploration Agreement**"), pursuant to which Holdco granted to Teck certain rights to carry-out exploration activities on the Property in furtherance of the Back-In Right; and
- D. In advance of completing the Back-In Right, Teck has agreed to sell to the Purchaser, and the Purchaser has agreed to purchase from Teck, all of Teck's right, title and interest pursuant to the Option Agreement, including all of Teck's right, title and interest in and to the Property and Holdco, by:
- (1) entering into a series of transactions pursuant to which the Purchaser and its affiliates will hold all of the share capital in Holdco; and
 - (2) terminating the Option Agreement and the Exploration Agreement,
- in each case, subject to and on the terms and conditions set out herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the premises and of the respective covenants and agreements of the parties hereto hereinafter set forth, and other good and valuable consideration (the receipt and sufficiency of which each party acknowledges), the parties hereto covenant and agree with one another as follows:

1. CLOSING TRANSACTIONS

- 1.1 Subject to the terms and conditions of this Agreement, the parties shall effect the following transactions at Closing:
- (a) Teck shall surrender to the Purchaser and terminate its Back-In Right, and Teck and the Purchaser shall confirm that the Option Agreement is of no further force or effect (the "**BIR & Option Termination**");
 - (b) Teck shall surrender to Holdco and terminate its rights under the Exploration Agreement, and Teck and Holdco shall confirm that the Exploration Agreement is of no further force or effect (the "**Exploration Termination Agreement**"); and
 - (c) Teck shall transfer to AML, or its nominee, Teck's entire interest in the share capital of Holdco (the "**Holdco Share Transfer**"),
- (collectively, the "**Closing Transactions**").

2. CONSIDERATION

- 2.1 In consideration of the Closing Transactions, the Purchaser and Holdco shall pay at Closing the following:
- (a) The consideration for the *BIR & Option Termination*, the terms of which shall be governed by a Canadian law termination agreement (the "**Option Termination Agreement**"), the form of which is attached at Schedule "B", shall be the following:
 - (i) AML shall issue and deliver to Teck (or its designated nominee on its behalf), as fully paid-up, ordinary shares ("**Shares**") in the capital of AML, that number of Shares of AML (rounded down to the nearest whole share) as is equal to 19.9% of AML's issued Shares, on an undiluted post-issuance basis, as at the Closing Date minus the number of Shares held by Teck and Teck Resources Limited



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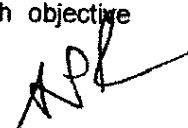
immediately before Closing (the "**Consideration Shares**"). The Consideration Shares will have a deemed issue price equal to the closing price of AML's Shares on the Closing Date; and

- (ii) if the Purchaser sells or options, directly or indirectly, to a third party all or a portion of the Property in one or more transactions (each a "**Future Sale**") at any time prior to the sixty (60) month anniversary of the Closing Date (the "**Future Sale Period**"), the Purchaser shall pay to Teck (or its designated nominee on its behalf), no later than 2 Business Days following receipt of any gross proceeds from a Future Sale, a portion of the gross proceeds from each such Future Sale determined in accordance with the following tiered allocation:

Gross Proceeds (US\$)	Portion Payable to Teck
1 st \$3,000,000	Nil
1 st \$1,000,000 in excess of \$3,000,000	10.0%
1 st \$1,000,000 in excess of \$4,000,000	15.0%
1 st \$2,500,000 in excess of \$5,000,000	17.5%
1 st \$2,500,000 in excess of \$7,500,000	20.0%
1 st \$5,000,000 in excess of \$10,000,000	22.5%
All gross proceeds in excess of \$15,000,000	25.0%

Any series of Future Sales to: (A) a single purchaser (or any affiliate of such purchaser), whether concurrent or not, and (B) unaffiliated purchasers under the same purchase arrangement or under reasonably contemporaneous purchase arrangements, shall be treated as a single Future Sale for the purpose of applying the foregoing tiered allocation. For the purposes of this paragraph 2.1(a)(ii):

- (A) The term "**gross proceeds**" shall mean all proceeds (including all cash, securities or other in-kind consideration, but excluding the value of any work commitment) received or receivable by the Purchaser or any of its affiliates in connection with a Future Sale, irrespective of whether the same is payable as a closing payment or as a future, deferred, contingent or conditional payment. For greater clarity, the Purchaser's obligation to pay a portion of the gross proceeds from any Future Sale to Teck, or to its nominee, shall apply to all such gross proceeds irrespective of whether any such proceeds are actually paid to the Purchaser or any of its affiliates after the expiration of the Future Sale Period, provided that the Purchaser shall pay or disburse the consideration to Teck only upon receipt of the consideration payments to the Purchaser. With respect to any non-cash consideration other than securities, in notifying Teck of a Future Sale, the Purchaser shall specify its good faith estimate of the cash equivalent Fair Market Value of such non-cash consideration, which estimate, if not accepted by Teck, shall be submitted to a Valuator for final determination of the Fair Market Value, and the Purchaser shall pay Teck its share of such non-cash consideration in cash based on the cash equivalent Fair Market Value so determined.
- (B) The term "**Valuator**" means an independent valuator, appointed by the agreement of the Parties, with appropriate qualifications and experience in the type of valuation for which a valuator is required under this Agreement, provided that in the case of any mining technical matter, the Valuator shall make its determinations in accordance with objective



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valuation methods commonly utilized in the international mining industry and standards generally accepted by mining professionals in the international mining industry (the selection of applicable standards and guidelines being a matter to be determined by the Valuator in its sole discretion).

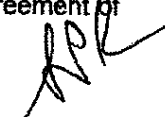
- (C) The term "**Fair Market Value**" means, in respect of the fair market value of anything contemplated in this Agreement, the fair market value thereof agreed, from time to time, between the parties or, failing agreement between them, the valuation of the fair market value of such thing as between a willing but not anxious seller and a willing but not anxious buyer dealing with one another at arms' length, each having adequate information about such thing, made by a Valuator.

For greater clarity, if the Purchaser transfers, directly or indirectly:

- (D) any interest in the Property to an affiliate of the Purchaser, such transfer shall not constitute a Future Sale if the affiliate transferee enters into an agreement with Teck, in a form satisfactory to both Teck and the Purchaser, each acting reasonably, pursuant to which the transferee agrees, with respect to the interest in the Property transferred to the transferee, to assume, and discharge in place of the Purchaser, the Future Sale provisions set out in this paragraph 2.1(a)(ii); and
- (E) less than its entire interest in the Property to a transferee, the Purchaser shall continue to be bound by the Future Sale provisions set out in this paragraph 2.1(a)(ii) to the extent of the interest in the Property retained by the Purchaser.
- (b) The consideration for the *Exploration Agreement Termination*, the terms of which shall be governed by a Mexican law document (the "**Exploration Termination Agreement**"), the form of which is attached at Schedule "C" shall be the following:
- (i) Holdco shall execute and deliver to Teck a royalty agreement, substantially in the form attached as Schedule "D" (the "**Royalty Agreement**"), pursuant to which Holdco grants Teck a half (0.5) percent net smelter returns royalty on the Property.
- (c) The consideration for the *Holdco Share Transfer*, the terms of which shall be governed by a Mexican law Stock Purchase Agreement (the "**Stock Purchase Agreement**"), the form of which is attached at Schedule "E" shall be the following:
- (i) the payment of US\$3,957.93 + Mexican Value Added Tax by AML, or its nominee on its behalf, to Teck, or its nominee.

3. CLOSING ARRANGEMENTS

- 3.1 Completion of the Closing Transactions (the "**Closing**") will occur on August 27, 2019 (the "**Closing Date**"), at 11:00 a.m. at the offices of Teck in Vancouver, British Columbia, or by delivery of electronic closing documents, which date may be changed by mutual agreement of the parties, but will occur no later than the Outside Date.



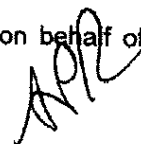
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3.2 At the Closing, Teck shall deliver or cause to be delivered to the Purchaser the following:

- (a) a certificate of Teck, dated the Closing Date, and signed on behalf of Teck, but without personal liability, by an officer or director of Teck, certifying that: (i) Teck has complied with all covenants and satisfied all terms and conditions hereof, in each case in all material respects, to be complied with and satisfied by Teck at or prior to the Closing Date; and (ii) the representations and warranties of Teck contained herein, taken as a whole, are true and correct in all material respects as of the Closing Date with the same force and effect as if made at and as of the Closing Date;
- (b) such assurances, consents, agreements, documents and instruments as the Purchaser may reasonably request, in a form satisfactory to both Teck and the Purchaser, each acting reasonably, in order to effect the Closing Transactions;
- (c) resignations and releases, in a form satisfactory to both Teck and the Purchaser, each acting reasonably, from all officers and directors of Holdco appointed at the nomination of Teck;
- (d) a counterpart of the Royalty Agreement, duly executed on behalf of Teck;
- (e) a counterpart of the Option Termination Agreement, duly executed on behalf of Teck;
- (f) a counterpart of the Exploration Termination Agreement, duly executed on behalf of Teck;
- (g) a counterpart of the Stock Purchase Agreement, duly executed on behalf of Teck; and
- (h) all such other assurances, consents, agreements, documents and instruments as may be reasonably required by the Purchaser to complete the transactions provided for in this Agreement, all of which shall be in form and substance satisfactory to the Purchaser, acting reasonably.

3.3 At the Closing, the Purchaser shall deliver or cause to be delivered to Teck the following:


- (a) a certificate of the Purchaser, dated the Closing Date, and signed on behalf of the Purchaser, but without personal liability, by an officer or director of the Purchaser, certifying that: (i) the Purchaser has complied with all covenants and satisfied all terms and conditions hereof, in each case in all material respects, to be complied with and satisfied by the Purchaser at or prior to the Closing Date; and (ii) the representations and warranties of the Purchaser contained herein, taken as a whole, are true and correct in all material respects as of the Closing Date with the same force and effect as if made at and as of the Closing Date;
- (b) such assurances, consents, agreements, documents and instruments as Teck may reasonably request, in a form satisfactory to both Teck and the Purchaser, each acting reasonably, in order to effect the Closing Transactions;
- (c) a counterpart to the Royalty Agreement, duly executed on behalf of Holdco;
- (d) a counterpart of the Option Termination Agreement, duly executed on behalf of AML, MPA and Holdco;
- (e) a counterpart of the Exploration Termination Agreement, duly executed on behalf of Holdco;



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- (f) a counterpart of the Stock Purchase Agreement, duly executed on behalf of AML (or its nominee);
 - (g) a holding statement, in the name of Teck, or as directed by Teck, evidencing the Consideration Shares; and
 - (h) all such other assurances, consents, agreements, documents and instruments as may be reasonably required by Teck to complete the transactions provided for in this Agreement, all of which shall be in form and substance satisfactory to Teck, acting reasonably.
- 3.4 The Purchaser shall pay directly to the appropriate taxing authorities, in addition to the consideration set out in Section 2.1, all sales and transfer taxes, VAT, registration charges and transfer fees applicable in respect of the Closing Transactions and, upon the reasonable request of Teck, the Purchaser shall furnish reasonable proof of such payment.
- 3.5 In issuing the Consideration Shares, AML hereby agrees to lodge an Appendix 3B with the ASX applying for the quotation of the Consideration Shares and to comply with the requirements of section 708A of the *Corporations Act 2001* (Cth) (**Corporations Act**) and issue a notice that complies with section 708A(5)(e) of the Corporations Act. If AML is unable to issue such a notice, it must lodge a prospectus within 20 Business Days of the issue of the Consideration Shares prepared in accordance with the Corporations Act.

4. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

- 4.1 Teck represents and warrants to the Purchaser, and acknowledges that the Purchaser is relying on such representations and warranties in entering into this Agreement and completing the transactions contemplated hereby, that:
- (a) it is a corporation incorporated, organized and subsisting under the laws of the jurisdiction of its incorporation and is qualified to carry on business in the jurisdiction in which it is formed;
 - (b) it has not granted any liens, charges or encumbrances against the Concessions, and it has not done any work or entered into any commitments whereby the Concessions have been or may become encumbered;
 - (c) it is the sole legal and beneficial owner of the share capital in Holdco registered to Teck, free and clear of all encumbrances;
 - (d) no person other than the Purchaser has any oral or written agreement, option, right, privilege or any other right capable of becoming any of the same (whether legal, equitable, contractual or otherwise) for the purchase of the share capital in Holdco registered to Teck or any of Teck's rights and benefits under the Back-In Right or the Option Agreement;
 - (e) all necessary corporate approvals on the part of Teck have been obtained and are in effect with respect to the transactions contemplated hereby, and no further corporate action on the part of Teck is necessary to make this Agreement valid and binding on it;
 - (f) it has not received notice of any suits, actions, prosecutions, investigations or proceedings, actual, pending or threatened, against or affecting Teck or that relates to or may have an adverse effect on the Concessions;
- 

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- (g) this Agreement has been duly executed and delivered by Teck;
- (h) neither the execution and delivery of this Agreement or any of the agreements referred to herein or contemplated hereby, will violate or result in the breach of the applicable laws of any jurisdiction applicable or pertaining thereto or of any of its constating documents;
- (i) there are no regulatory approvals or consents which are required in connection with performance by Teck under this Agreement which have not been obtained;
- (j) neither it nor any corporation which owns or controls it, beneficially owns, directly or indirectly, or exercises control or direction over, any Shares except 25,000 Shares;
- (k) all work or expenditure obligations applicable to the Concessions, all statements and reports of the work or expenditures and other requirements to be satisfied or filed to keep the Concessions in good standing have been satisfied or filed;
- (l) it has conducted all activities on the Concessions in material compliance with all applicable statutes (including, but not limited to, any applicable foreign corrupt practices legislation and environmental legislation), regulations, by-laws, laws, orders and judgments, and in material compliance with all applicable directives, rules, consents, permits, orders, guidelines, approvals and policies of all applicable governmental authorities, and all contractual obligations in relation to proceedings of any person (including, but not limited to, any native, first nation or indigenous persons or local community groups), and to the best of the knowledge of Teck, no condition exists or event or activity has occurred which, with or without notice or the passage of time or both, would constitute a material violation of or give rise to material liability under any of the foregoing;
- (m) there are no currently outstanding orders or directions relating to environmental matters requiring any work, repairs, construction or capital expenditures, in connection with the activities carried-out by Teck on the Concessions; and
- (n) there has been no spill, discharge, leak, emission, ejection, escape, dumping, or any release or threatened release of any kind, of any toxic or hazardous substance or waste (as defined by any applicable laws in Mexico) from, on, in or under the Concessions or into the environment, nor has, except in material compliance with applicable laws, any toxic or hazardous substance or waste been treated on or disposed of, or is located or stored on the Concessions in connection with Teck's activities, nor has Teck permitted any other person to do any of the foregoing.

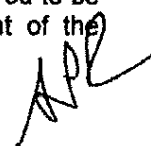
4.2 Each of MPA and AML, jointly and severally, represents and warrants to Teck, and acknowledges that Teck is relying on such representations and warranties in entering into this Agreement and completing the transactions contemplated hereby, that:

- (a) it is a corporation incorporated, organized and subsisting under the laws of the jurisdiction of its incorporation and is qualified to carry on business in the jurisdiction in which it is formed;
- (b) all necessary corporate approvals on the part of the Purchaser have been obtained and are in effect with respect to the transactions contemplated hereby, including the issuance of the Consideration Shares, and no further corporate action on the part of the Purchaser is necessary to make this Agreement valid and binding on it;
- (c) this Agreement has been duly executed and delivered by the Purchaser;



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- (d) neither the execution and delivery of this Agreement or any of the agreements referred to herein or contemplated hereby by the Purchaser (i) violate or result in the breach of the applicable laws of any jurisdiction applicable or pertaining thereto or of any of its constating documents, or (ii) conflict with, result in the breach of, or accelerate any performance required under any contract to which it is a party;
- (e) the Consideration Shares to be issued and delivered by AML will, when delivered to Teck by AML, be validly issued Shares;
- (f) there are no regulatory approvals or consents which are required in connection with the performance by the Purchaser of its obligations under this Agreement which have not been obtained;
- (g) upon Closing, and subject to the lodgement by AML of an Appendix 3B (New issue announcement with the Australian Securities Exchange ("ASX")), the Consideration Shares shall be listed for trading on the ASX as issued Shares in the capital of AML;
- (h) the Shares of AML are listed for trading on the ASX, and no securities commission or any similar regulatory authority in any jurisdiction has issued any order which is currently outstanding preventing or suspending trading in any securities of AML (other than with respect to a trading halt or suspension requested by AML), and no such proceeding is, to the knowledge of AML, pending, contemplated or threatened;
- (i) AML has not: (i) proposed a compromise or arrangement to its creditors generally; (ii) taken any proceeding with respect to such a compromise or arrangement; (iii) taken any proceeding to have itself declared bankrupt or wound-up; or (iv) taken any proceeding to have a receiver appointed in respect of any part of its assets, and, at present, no encumbrancer or receiver has taken possession of any of its property and no execution or distress is enforceable or levied upon any of its property and no petition for a receiving order in bankruptcy is filed against it;
- (j) there are no judgments, orders, decrees, decisions, injunctions, awards or rulings outstanding against AML which affects its ability to enter into this Agreement or the ability of AML to complete the issuance of the Consideration Shares;
- (k) AML is in compliance with all applicable and material ASX rules and regulations (collectively, the "**Securities Laws**"). AML is in material compliance with its disclosure obligations under the Securities Laws and there is no material change relating to AML which has occurred and with respect to which the requisite disclosure of such material change has not been filed with the applicable securities regulators. All material filings and fees required to be made and paid by AML pursuant to the Securities Laws and the Corporations Act have been made and paid. AML has not taken any action to cease to be publicly traded in any jurisdiction in which its securities are listed and posted for trading, and has not received any notification from any securities regulator seeking to revoke the listing status of AML. As of their respective filing dates, each of the documents which have been filed by or on behalf of AML prior to the date hereof with the relevant securities regulators pursuant to the requirements of Securities Laws (collectively, the "**Public Disclosure Documents**") complied in all material respects with the requirements of applicable Securities Laws and none of the Public Disclosure Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading;



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- (l) except as disclosed in the Public Disclosure Documents, AML has not, directly or indirectly, declared or paid any dividends or declared or made any other distribution on any of its shares of any class and has not agreed to do so;
- (m) except as disclosed in the Public Disclosure Documents, since December 31, 2018, no change has occurred in any of the assets, business, financial condition or results of operations of AML, which, individually or in aggregate, has had, will have or would reasonably be expected to have a material adverse effect on the business affairs, operations, assets or liabilities (contingent or otherwise) of AML, or on the price or value of its Shares;
- (n) as of the date of this Agreement, there are 110,999,992 Shares issued in AML. There are no securities convertible into Shares outstanding in the capital of AML that have not been disclosed in the Public Disclosure Documents;
- (o) except as disclosed in the Public Disclosure Documents, AML has conducted and is conducting its business in compliance in all material respects with all applicable Laws of each jurisdiction in which it carries on business and possesses all material approvals, consents, certificates, registrations, authorizations, permits and licenses issued by the appropriate provincial, state, municipal, federal or other regulatory agency or body necessary to carry on the business currently carried on by it, is in compliance in all material respects with the terms and conditions of all such approvals, consents, certificates, authorizations, permits and licenses and with all regulations, tariffs, rules, orders and directives material to the operations thereof. AML has complied, or will comply, with the Securities Laws and the Corporations Act in connection with the issuance of the Consideration Shares;
- (p) AML is not in violation in any material respect of any term of its constitution. Except as disclosed in the Public Disclosure Documents, AML is not in violation of any term or provision of any agreement, indenture or other instrument applicable to it which would, or could, result in any material adverse effect on the business, condition (financial or otherwise), capital, affairs or operations of AML, nor is AML in default in the payment of any material obligation owed which is now due and there is no action, suit, proceeding or investigation commenced, pending or, to the knowledge of AML after due inquiry, threatened which, either in any case or in the aggregate, would result in any material adverse effect on the business, condition (financial or otherwise), capital, affairs or operations of AML (on a consolidated basis) or in any of the material properties or assets thereof or in any material liability on the part of AML (on a consolidated basis) or which places in question the validity or enforceability of this Agreement or any document or instrument delivered, or to be delivered, by AML pursuant hereto or thereto; and
- (q) the financial statements of AML contained in the Public Disclosure Documents and the notes thereto (the "Financial Statements"), present fairly, in all material respects, the financial position of AML and the statements of operations, retained earnings, cash flow from operations and changes in financial information of AML for the periods specified in such Financial Statements, and have been prepared in conformity with International Financial Reporting Standards, as applicable, applied on a consistent basis throughout the periods involved.

5. SURVIVAL AND INDEMNIFICATION

- 5.1 The representations and warranties of the parties in or under this Agreement and in or under any documents, instruments and agreements delivered pursuant to this Agreement shall,



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notwithstanding the Closing and any inspection or inquiries made by or on behalf of either party, survive the Closing and shall continue in full force and effect until the date which is twelve (12) months following the Closing Date.

5.2 Each party agrees to indemnify and save harmless the other from and against all losses suffered or incurred as a result or arising out of or in connection with:

- (a) any breach or any misrepresentation or inaccuracy of any representation or warranty contained in this Agreement or in any document, instrument or agreement delivered pursuant hereto; and
- (b) any breach or non-performance of any covenant or obligation to be performed by which is contained in this Agreement or in any document, instrument or agreement delivered pursuant hereto,

provided that:

- (c) no party shall instigate a claim pursuant to Section 5.2 (a "Claim") in connection with a breach of a representation or warranty given hereunder after the survival period as set forth in Section 5.1;
- (d) the amount of any damages which may be claimed by a party pursuant to a Claim shall be calculated to be the loss, liability, damage, cost or expense actually suffered or incurred by such party (each a "Loss" and collectively, "Losses");
- (e) a party shall use all commercially reasonable efforts to collect insurance proceeds, if available to that party under insurance policies held on the date of this Agreement, and to the extent that such insurance proceeds are received after recovering amounts under a claim from the other party, then such party shall reimburse the other party amounts to the extent of any double recovery; and
- (f) a party making a Claim shall be required to take all commercially reasonable actions to mitigate the amount of the applicable Losses.

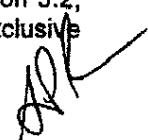
5.3 No party hereto shall be liable to another party hereto in contract, tort or otherwise for special or consequential damages.

6. CONDITIONS PRECEDENT

6.1 The parties' obligation to complete the Closing Transactions shall be subject to Closing occurring no later than the 60th day following the date of this Agreement (the "Outside Date"). The foregoing condition is for the benefit of both parties and may only be waived, in whole or part, by agreement between the parties.

6.2 Teck's obligation to complete the Closing Transactions shall be subject to, on or before the Closing Date, the Purchaser having delivered each of the documents contemplated by Section 3.3, including the Closing certificate set out in Section 3.3. The foregoing condition is for the exclusive benefit of Teck and may be waived, in whole or in part, by Teck, in its sole discretion.

6.3 The Purchaser's obligation to complete the Closing Transactions shall be subject to, on or before the Closing Date, Teck having delivered each of the documents contemplated by Section 3.2, including the Closing certificate set out in Section 3.2. The foregoing condition is for the exclusive



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benefit of the Purchaser and may be waived, in whole or in part, by the Purchaser in its sole discretion.

7. TERMINATION

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

- (a) by mutual written consent of Teck and the Purchaser;
- (b) by Teck, upon notice from Teck to the Purchaser, if there has been a material breach of any representation, warranty or covenant on the part of the Purchaser contained in this Agreement and such breach is not waived by Teck or cured by Purchaser within 3 Business Days after notice thereof from Teck to the Purchaser;
- (c) by Purchaser, upon notice from Purchaser to Teck, if there has been a material breach of any representation, warranty or covenant on the part of Teck contained in this Agreement and such breach is not waived by Purchaser or cured by Teck within 3 Business Days after notice thereof from Purchaser to Teck; or
- (d) by any party, upon notice from the party seeking to terminate this Agreement to the other parties, if the Closing has not occurred by the Outside Date, provided that a party may not terminate this Agreement under this Section 8.1(d) if its failure to fulfill any of its obligations or its breach of any of its representations and covenants has been the cause of, or resulted in, the failure of Closing to occur by the Outside Date.

Any termination of this Agreement shall not operate to release a party from any breach of this Agreement or liability arising pursuant to this Agreement prior to such termination.

8. NOTICE

8.1 Any notice, election, proposal, objection or other document required or permitted to be given hereunder (each, a "Notice") will be in writing addressed to the relevant party or parties as follows:



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(a) To Teck:

Minera Teck, S.A. de C.V.
Nebulosa 2802
Col. Jardines del Bosque
C.P. 44520 Guadalajara
Jalisco, Mexico

Attention: Manager, Exploration
Email: corporate.secretary@teck.com
Fax: 604-699-4729

With a copy, which shall not constitute Notice, to:

Teck Resources Limited
Suite 3300, 550 Burrard Street
Vancouver, B.C. V6C 0B3

Attention: Corporate Secretary
Email: corporate.secretary@teck.com
Fax: 604-699-4729

(b) To Purchaser:

Minera Piedra Azul S.A. de C.V.
Av. Javier de León 707
Colonia Pitic, Hermosillo, Sonora
México C.P. 83150

Attention: Benjamin Lopez
Email: benjamin.lopez@minera-piedra-azul.com

With a copy to:

Azure Minerals Limited
Level 1, 34 Colin Street
West Perth
Western Australia 6005

Attention: Brett Dickson
Email: brett@azureminerals.com.au
Fax: +61 8 9485 1290



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(c) To Holdco:

c/o Minera Teck, S.A. de C.V.
Nebulosa 2802
Col. Jardines del Bosque
C.P. 44520 Guadalajara
Jalisco, Mexico

Attention: Manager, Exploration
Email: corporate.secretary@teck.com
Fax: 604-699-4729

All Notices will be given by personal delivery or electronic transmission (whether by e-mail or otherwise), return receipt requested. All Notices will be effective and will be deemed delivered as follows:

- (i) if by personal delivery, on the date of delivery if delivered during normal business hours on a business day, and, if not, then on the next business day following delivery; and
- (ii) if by electronic communication, on the next business day following receipt of the electronic communication.

Any party may at any time change its address for future Notices hereunder by Notice in accordance with this Section.

9. CONFIDENTIALITY

9.1 A party (or its affiliates) proposing:

- (a) a press release; or
- (b) other written public disclosure, to the extent that such public disclosure contains material information not previously publicly disclosed,

relating to the terms of this Agreement, shall provide a copy to the other party for its information and comments using its commercially reasonable efforts to ensure it is provided at least three (3) business days (being business days in Vancouver, B.C. "**Business Days**"), prior to release. Any comments that the receiving party may make shall not be considered certification by the other party of the accuracy of the information in such release, or a confirmation by it that the content of such release complies with the rules, policies, by-laws and disclosure standards of the applicable regulatory authorities or stock exchanges. If the receiving party fails to provide comments within said time period the providing party may, subject to Section 9.2 make the proposed release.

9.2 Each party shall obtain prior approval of the other party before issuing any press release, other public disclosure or public statement using the other party's name, the name of any of the officers, directors or employees of the other party, or the name of any of its affiliates. The foregoing prohibition shall not apply if disclosure of the other party's name is required, in the opinion of counsel to a party, by applicable public disclosure requirements; however in such a case the party wishing to make the disclosure must provide a copy to the other party for its information and comments using its best efforts to ensure it is provided at least three (3) Business

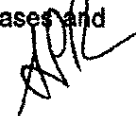
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Days prior to release. However, such approval shall not be considered certification by the other party of the accuracy of the information in such release, or a confirmation by it that the content of such release complies with the rules, policies, by-laws and disclosure standards of the applicable regulatory authorities or stock exchanges.

- 9.3 Notwithstanding sections 9.1 and 9.2, a party may publicly disclose material information to the extent urgent disclosure is required under any court order, law or the rules of any stock exchange provided a copy of the proposed disclosure has been provided on an urgent basis to the other party 24 hours prior to release and either a response is not received by the other party or reasonable endeavours have been made to comply with any reasonable request by the other party.

10. GENERAL

- 10.1 This Agreement, including the Schedules hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof, all previous agreements and promises in respect thereto being hereby expressly rescinded and replaced hereby. No modification or alteration of this Agreement will be effective unless in writing executed subsequent to the date hereof by both parties. No prior written or contemporaneous oral promises, representations or agreements are binding upon the parties. To the extent permitted by law, there are no implied covenants contained herein.
- 10.2 If any one or more of the provisions contained in this Agreement is held to be invalid, illegal or unenforceable in any respect under the laws of any jurisdiction, the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby under the laws of any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.
- 10.3 If any time period set forth in this Agreement ends on a day of the week which is not a Business Day, then notwithstanding any other provision of this Agreement, such period will be extended until the end of the next following day which is a Business Day.
- 10.4 The headings to the articles and sections of this Agreement are inserted for convenience only and will not affect the construction hereof.
- 10.5 No waiver of or with respect to any term or condition of this Agreement will be effective unless it is in writing and signed by the waiving party, and then such waiver will be effective only in the specific instance and for the purpose of which given. No course of dealing among the parties, nor any failure to exercise, nor any delay in exercising, any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any specific waiver of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 10.6 Each party will pay all legal, accounting and other costs and expenses incurred by it in connection with the negotiation, execution and preparation of this Agreement and all other documents and instruments prepared or executed in connection with the Closing Transactions.
- 10.7 Time is of the essence in the performance of any and all of the obligations of the parties, including, without limitation, the payment of monies.
- 10.8 Each of the parties hereto shall from time to time and at all times hereafter do and perform all such further acts, and execute and deliver all such further assignments, notices, releases and



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other documents and instruments, as may reasonably be required to more fully effect and assure the Closing Transactions hereby contemplated.

- 10.9 This Agreement may be executed in any number of counterparts, and when a counterpart has been executed and delivered by each of the parties hereto, all counterparts together shall constitute one instrument and shall have the same force and effect as if all of the parties hereto had executed and delivered the same instrument. Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such party.
- 10.10 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- 10.11 This Agreement shall be governed by and construed in accordance with the laws of British Columbia and the parties agree to submit to the non-exclusive jurisdiction of the courts of British Columbia on any legal proceedings related to this Agreement.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement as of the day and year first above written.

MINERA TECK, S.A. DE C.V.


By: ADRIAN KING

AZURE MINERALS LIMITED

By:

MINERA PIEDRA AZUL, S.A. DE C.V.

By:

MINERA TLALI, S.A.P.I. DE C.V.

By:

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other documents and instruments, as may reasonably be required to more fully effect and assure the Closing Transactions hereby contemplated.

- 10.9 This Agreement may be executed in any number of counterparts, and when a counterpart has been executed and delivered by each of the parties hereto, all counterparts together shall constitute one instrument and shall have the same force and effect as if all of the parties hereto had executed and delivered the same instrument. Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such party.
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IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement as of the day and year first above written.

MINERA TECK, S.A. DE C.V.

By: _____

AZURE MINERALS LIMITED

By:  _____

Anthony Larra

MINERA PIEDRA AZUL, S.A. DE C.V.

By:  _____

Anthony Larra

MINERA TLALI, S.A.P.I. DE C.V.

By:  _____

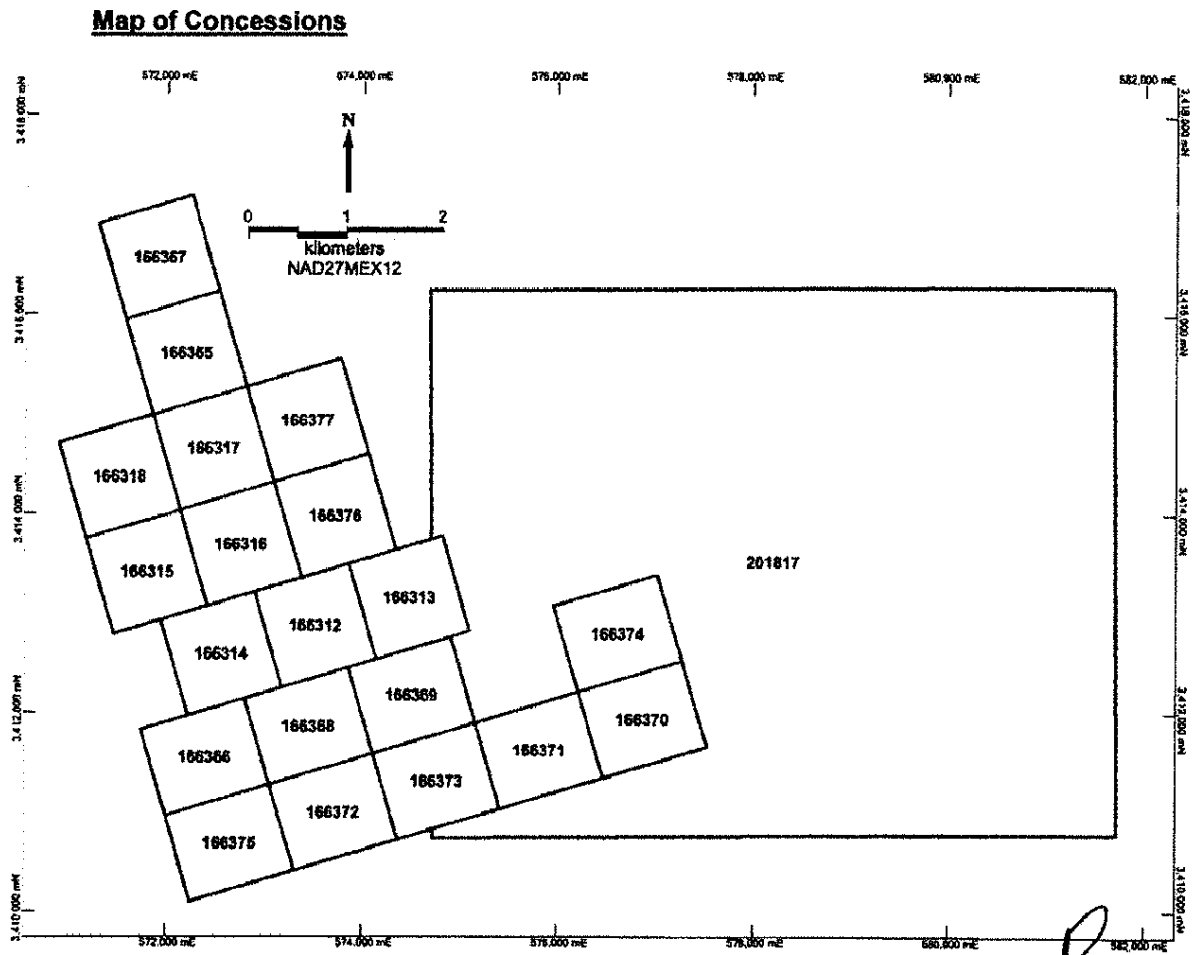
Anthony Larra

SCHEDULE "A"

CONCESSION DESCRIPTIONList of Concessions

Lot	Mining Concession Title	Surface
Hidalgo	166374	99.0000
Hidalgo 2	166369	99.0000
Hidalgo 3	166368	99.0000
Hidalgo 4	166366	99.0000
Hidalgo 5	166370	99.0000
Hidalgo 6	166371	99.0000
Hidalgo 7	166373	99.0000
Hidalgo 8	166372	99.0000
Hidalgo 9	166375	99.0000
Kino 2	166313	100.0000
Kino 3	166312	100.0000
Kino 4	166314	100.0000
Kino 8	166315	100.0000
Kino 9	166316	100.0000
Kino 10	166317	100.0000
Kino 11	166318	100.0000
Kino 15	166365	100.0000
Kino 16	166367	100.0000
San Simón	166376	100.0000
San Simón 2	166377	100.0000
El Alacrán	201817	3,442.3590
TOTAL SURFACE		5,433.5390 hs.





APR

SCHEDULE "B"

FORM OF OPTION TERMINATION AGREEMENT

See attached.

SCHEDULE "C"
FORM OF EXPLORATION TERMINATION AGREEMENT

See attached.

SCHEDULE "D"
FORM OF ROYALTY AGREEMENT

See attached.

SCHEDULE "E"
FORM OF STOCK PURCHASE AGREEMENT

See attached.

TERMINATION AGREEMENT

THIS AGREEMENT is dated for reference as of the 27th day of August, 2019

AMONG:

AZURE MINERALS LIMITED, a company organized under the laws of Australia with an office at Level 1, 34 Colin Street, West Perth, WA, Australia 6005

("AML")

AND:

MINERA TECK, S.A. DE C.V., a company organized under the laws of México with an office at Nebulosa 2802, Col. Jardines del Bosque, Guadalajara, Jalisco, México

("Teck")

AND:

MINERA PIEDRA AZUL, S.A. DE C.V. a company organized under the laws of México with an office at Javier de Leon #707 entre, Jose Gutierrez y Alfonso Iberri, Col. Pitic Hermosillo, Sonora, México

("MPA", and collectively with AML, "Purchaser")

WHEREAS:

A. Teck and Purchaser are parties to an Alacran Option/Shareholders' Agreement dated December 15, 2014, as supplemented by a memorandum of understanding dated April 27, 2017 (collectively, the "**Option Agreement**"), pursuant to which Teck granted MPA an option (the "**Option**") to acquire up to a one hundred (100) percent interest in the Alacran property and related rights (collectively, the "**Property**"), subject to the rights retained by Teck pursuant to the Option Agreement, including a right to retain up to a sixty-five (65) percent interest in the Property (the "**Back-In Right**");

B. Following MPA's exercise of the Option, Teck provided notice on December 13, 2016 to AML and MPA that it desired to exercise the first stage of the Back-In Right;

C. In advance of completing the Back-In Right Teck provided AML and MPA with an offer to dispose of its interest in the Option Agreement and terminate its Back-In Right, and therefore the parties entered into a purchase and sale agreement dated August 27, 2019 (the "**Purchase Agreement**") where Teck has agreed to sell to Purchaser, and Purchaser has agreed to purchase from Teck, all of Teck's right, title and interest pursuant to the Option Agreement, including all of Teck's right, title and interest in and to the Property, and, among other things, Teck and Purchaser have agreed to terminate the Option Agreement (including the Back-In Right); and

D. In light of the transactions contemplated by the Purchase, Teck and Purchaser have agreed to terminate the Option Agreement (including the Back-In Right) in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in order to settle and dispose of, fully and completely, any and all claims, demands and cause or causes of action now existing or hereafter arising out of, in connection with, or incidental to the termination of the Option Agreement, and in consideration for the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Teck and Purchaser hereby agree as follows:

1. **Termination.** Notwithstanding any provision contained in the Option Agreement, the parties hereto agree that effective as of the point in time that the transactions set out in the Purchase Agreement are closed (the "**Time of Termination**"), the Option Agreement (and for clarity the Back-In Right contained therein) is hereby terminated and have no further force or effect.

2. **Severability.** If any term of this Agreement or the application thereof to any person or circumstances shall be invalid and unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

3. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

4. **Independent Legal Advice.** Each of the parties hereto acknowledges and agrees that it has been advised to seek, and has had the opportunity to obtain, independent legal advice with respect to the terms of this Agreement prior to its execution, and further acknowledges and agrees that it fully understands the terms of this Agreement and its rights and obligations hereunder.

5. **Miscellaneous.**

- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof;
- (b) This Agreement shall not be assigned by any party without the prior written consent of the other party;
- (c) This Agreement may be modified, amended or supplemented in any manner and at any time only by a written instrument executed by each of the parties;
- (d) This Agreement is binding upon and shall inure to the benefit of Teck and Purchaser, their respective agents, employees, representatives, officers, directors, divisions, subsidiaries, affiliates, assigns, heirs, successors-in-interest and shareholders; and
- (e) This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts will constitute one and the same agreement. This Agreement may be transmitted by facsimile transmission and if so transmitted this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.
- (f) Each of the parties hereto shall from time to time and at all times hereafter do and perform all such further acts, and execute and deliver all such further assignments, notices, releases and other documents and instruments, as may reasonably be required to more fully effect and assure the termination of the Option Agreement and the Back-In Right hereby contemplated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

MINERA TECK, S.A. DE C.V.

AZURE MINERALS LIMITED

By: _____
Authorized Signatory

By: _____
Authorized Signatory

MINERA PIEDRA AZUL, S.A. DE C.V.

By: _____
Authorized Signatory

<p>CONVENIO DE TERMINACIÓN DEL CONTRATO DE EXPLORACIÓN CELEBRADO POR UNA PARTE POR MINERA TLALI, S.A.P.I. DE C.V., Y POR LA OTRA POR MINERA TECK, S.A. DE C.V. (CONJUNTAMENTE LAS "PARTES"), CON EL CONSENTIMIENTO DE MINERA PIEDRA AZUL, S.A. DE C.V., CONFORME A LOS SIGUIENTES ANTECEDENTES, DECLARACIONES Y CLÁUSULAS</p>	<p>TERMINATION AGREEMENT OF THE EXPLORATION AGREEMENT ENTERED INTO THE ONE PART BY MINERA TLALI, S.A.P.I. DE C.V., AND ON THE OTHER BY MINERA TECK, S.A. DE C.V. (JOINTLY THE "PARTIES"), WITH THE CONSENT OF MINERA PIEDRA AZUL, S.A. DE C.V., ACCORDING TO THE FOLLOWING BACKGROUND, RECITALS AND CLAUSES</p>
<p>ANTECEDENTES</p>	<p>BACKGROUND</p>
<p>I. El 25 de mayo de 2017 las Partes celebraron y ratificaron ante notario público un contrato de exploración (en lo sucesivo el "Contrato de Exploración"), respecto de los lotes mineros amparados por las concesiones mineras que integran el Proyecto Alacrán y que se enlistan en el Anexo A del presente convenio (en lo sucesivo las "Concesiones Alacrán"), el cual quedó inscrito en el Registro Público de Minería bajo el acta número 114, foja 68 del volumen 41 del Libro de Actos, Contratos y Convenios Mineros el 18 de abril de 2018.</p>	<p>I. On May 25, 2017 the Parties executed and ratified in front of a notary public an exploration agreement (hereinafter the "Exploration Agreement"), regarding the mining lots covered by the mining concessions forming part of the Alacran Project and which are described in Annex A of this agreement (hereinafter the "Alacran Concessions"), which was duly registered at the Public Registry of Mining under number 114, page 68 of volume 41 of the Book of Mining Acts, Contracts and Agreements on April 18, 2018.</p>
<p>II. Toda vez que Minera Teck, S.A. de C.V. está cambiando su forma de participación en el Proyecto Alacrán, a través de la adquisición que está llevando a cabo en el extranjero de una participación substancial directa en el capital social de Azure Minerals Limited (empresa matriz del grupo del que forman parte Minera Piedra Azul, S.A. de C.V. y Minera Tlali,</p>	<p>II. In view that Minera Teck, S.A. de C.V. is changing the form of its participating interest in the Alacran Project by means of the acquisition it is making abroad of a direct substantial participating interest in the capital stock of Azure Minerals Limited (parent company of the group to which Minera Piedra Azul, S.A. de C.V. and Minera Tlali,</p>

S.A.P.I. de C.V.), mediante la cual Minera Teck, S.A. de C.V. retiene un interés indirecto en las Concesiones Alacrán, las Partes han decidido que, por así convenir a sus intereses, desean dar por terminado el Contrato de Exploración en forma anticipada y definitiva, en los términos de este convenio.	S.A.P.I. de C.V. are forming part to), by means of which Minera Teck, S.A. de C.V. is retaining an indirect interest in the Alacran Concessions, the Parties have decided that it is their wish to early terminate in a definitive manner the Exploration Agreement in the terms of this agreement.
DECLARACIONES	RECITALS
1. Declaran las Partes a través de sus respectivos representantes:	1. The Parties declare through their respective representatives:
a) Que las partes que intervienen en la celebración de este convenio se reconocen entre sí la personalidad que ostentan y con la que comparecen en este acto, toda vez que lo hacen por conducto de representantes con facultades suficientes para obligar a sus representadas en los términos de este instrumento; mismas facultades que los representantes manifiestan que continúan en pleno vigor y efectos y no les han sido revocadas, limitadas o modificadas en forma alguna.	a) That the parties hereto reciprocally acknowledge the legal capacity of each one of them to appear in this act, in view that they appear by means of representatives acting with enough powers and authority to bind its principals in the terms of this instrument; which powers the representatives declare continue to be in full force and effects and have not been revoked, limited or modified in any manner whatsoever.
En tal virtud, las Partes acuerdan las siguientes:	Given the above, the Parties agree to the following:
CLÁUSULAS	CLAUSES
Primera. Las Partes dan por terminado en forma anticipada y definitiva el Contrato de Exploración en los términos y condiciones pactados en este documento y con efectos a partir de la fecha de firma del presente convenio.	First. The Parties hereby agree to early terminate in a definitive manner the Exploration Agreement in the terms and conditions agreed upon in this document, effective as of the date of execution of this agreement.
Segunda. Toda vez que en virtud de la terminación del Contrato de Exploración convenida en los términos del presente convenio, Minera Teck, S.A. de C.V. deja de tener anticipadamente el derecho de explorar los lotes mineros amparados por	Second. Given that due to the termination of the Exploration Agreement herein agreed, Minera Teck, S.A. de C.V. shall cease to have the right to explore the mining lots covered by the Alacran Concessions referred to in the

<p>las Concesiones Alacrán y a que se refiere el Contrato de Exploración y, consecuentemente, reconoce para todos los efectos legales procedentes que pierde en definitiva el derecho de ejercer las opciones de suscripción de acciones mencionadas en la cláusula octava del mismo (específicamente identificadas como la "Opción" y la "Opción Adicional"), como contraprestación por la terminación de tales derechos Minera Tlali, S.A.P.I. de C.V. se obliga a pagar a Minera Teck, S.A. de C.V. una regalía equivalente al 0.5% (cero punto cinco por ciento) de los ingresos netos de fundición (<i>net smelter returns</i>) que se obtengan como resultado de la comercialización del mineral que se llegue a extraer de dichos lotes mineros, en los términos del contrato de regalía que celebran las Partes simultáneamente con la firma del presente convenio.</p>	<p>Exploration Agreement and, consequently, it fully acknowledges for all legal purposes that it shall definitively lose the right to exercise the options to subscribe shares mentioned in clause eighth of the same (defined therein as the "Option" and the "Additional Option"), as consideration for the termination of said rights Minera Tlali, S.A.P.I. de C.V. obligates itself to pay to Minera Teck, S.A. de C.V. a royalty equivalent to 0.5% (one-half of one percent) of the net smelter returns to be obtained as a result of the trading of the minerals to be mined from such mining lots, in the terms of the royalty agreement entered into by the Parties simultaneously with the execution of this agreement.</p>
<p>Tercera. De conformidad con las disposiciones del Contrato de Exploración que en este acto se da por terminado, a la firma del presente convenio Minera Teck, S.A. de C.V. entrega a Minera Tlali, S.A.P.I. de C.V. lo siguiente:</p>	<p>Third. According to the provisions of the Exploration Agreement hereby terminated, Minera Teck, S.A. de C.V., upon signature of this agreement, delivers to Minera Tlali, S.A.P.I. de C.V. the following:</p>
<p>a) Copia de todos los pagos de derechos sobre minería efectuados por Minera Teck, S.A. de C.V. durante la vigencia del Contrato de Exploración respecto de las Concesiones Alacrán; lo anterior, en el entendido de que el pago de tales derechos correspondiente al segundo semestre de 2019 debe cubrir cuando menos un plazo de 90 (noventa) días siguientes a la fecha de firma de este convenio;</p>	<p>a) Copies of each and all of the payments of duties on mining (a.k.a. mining duties or mining taxes) made by Minera Teck, S.A. de C.V. with respect to the Alacran Concessions during the time the Exploration Agreement was in effect; the above in the understanding that the payment of said duties for the second semester of 2019 should cover at least a 90-day term following the date of execution of this agreement;</p>
<p>b) Copia de todos los informes anuales de comprobación de obras y trabajos mineros que fueron presentados por</p>	<p>b) Copies of each and all of the proof of assessment works annual reports filed by Minera Teck, S.A. de C.V.</p>

Minera Teck, S.A. de C.V. durante la vigencia del Contrato de Exploración respecto de las Concesiones Alacrán, incluyendo el presentado en mayo de 2019, respecto de los trabajos efectuados durante 2018;	before the competent mining authorities with respect to the Alacran Concessions during the time the Exploration Agreement was in effect, including the annual report filed in May 2019 with respect to the mining works carried out in 2018;
c) Copia de todos los informes estadísticos, técnicos y contables a cuya presentación hubiere estado obligada Minera Teck, S.A. de C.V., durante la vigencia del Contrato de Exploración, respecto de las Concesiones Alacrán;	c) Copies of each and all the statistics, technical and accounting reports Minera Teck, S.A. de C.V. would have been obligated to file during the life of the Exploration Agreement with respect to the Alacran Concessions;
d) Copia de toda la documentación que constituya elementos de prueba suficientes para comprobar en su momento los trabajos mineros que se debieron haber efectuado en las Concesiones Alacrán hasta esta fecha de terminación anticipada del Contrato de Exploración, los cuales, en términos del último párrafo de la cláusula cuarta del Contrato de Exploración, deberán ser suficientes para cumplir con la inversión mínima anual que para dichas concesiones establecen la Ley Minera y su Reglamento para el año en que se hace efectiva la terminación anticipada, es decir, para el ejercicio 2019; y	d) Copies of all the documentation constituting sufficient elements to assess un due course the exploration mining works performed until this date that the Exploration Agreement is being early terminated and which, in terms of that indicated in the last paragraph of clause fourth of the Exploration Agreement, should be sufficient elements to comply with the minimum annual investment established by the Mining Law and its Regulations for the year the advance termination is effective, this means, for the year 2019; and
e) Copia de toda la información (incluyendo información electrónica) de los estudios técnicos que realizó Minera Teck, S.A. de C.V. en los lotes mineros amparados por las Concesiones Alacrán, de la cual Minera Tlali, S.A.P.I. de C.V. se da por recibida a su satisfacción.	e) Copy of all the information (including electronic information) of the technical studies carried out by Minera Teck, S.A. de C.V. in the mining lots covered by the Alacran Concessions, which Minera Tlali, S.A.P.I. de C.V. receives to its satisfaction.
Cuarta. En la fecha de celebración de este convenio, Minera Teck, S.A. de C.V.	Fourth. On the date of execution of this agreement Minera Teck, S.A. de C.V.

devuelve a Minera Tlali, S.A.P.I. de C.V. la posesión jurídica y material, total y pacífica, de los lotes mineros amparados por las Concesiones Alacrán.	returns back to Minera Tlali, S.A.P.I. de C.V. the legal and material possession of the mining lots covered by the Alacrán Concessions.
<p>Minera Tlali, S.A.P.I. de C.V. no se reserva derecho a iniciar acción legal alguna en contra de Minera Teck, S.A. de C.V. por los trabajos y actividades que Minera Teck, S.A. de C.V., sus afiliadas y/o sus contratistas hubieran realizado en los lotes mineros amparados por las Concesiones Alacrán, esto último, a menos que a esta fecha exista sin conocimiento de Minera Tlali, S.A.P.I. de C.V. o sobrevenga dentro del plazo de un año a partir de la fecha del presente convenio, cualquier reclamación, requerimiento, demanda, juicio, denuncia, querrela y/o procedimiento civil, administrativo, penal o de cualquier otra naturaleza, que se inicie por cualquier persona física o moral o autoridad de cualquier nivel de gobierno, incluyendo las autoridades ambientales y mineras, con motivo del desempeño de Minera Teck, S.A. de C.V. durante la vigencia del Contrato de Exploración o en cualquier otro momento en que hubiere realizado actividades en dichos lotes mineros o por cualquier otra causa atribuible a Minera Teck, S.A. de C.V., es decir, cualquiera de dichas acciones se inicie por actos u omisiones que sean imputables a Minera Teck, S.A. de C.V., sus afiliadas y/o sus contratistas, deriven de las actividades de cualquiera de las anteriores y/o deriven de obligaciones cuyo cumplimiento estuvo a cargo de Minera Teck, S.A. de C.V. conforme al Contrato de Exploración en tanto el mismo estuvo vigente, en cuyo caso Minera Teck, S.A. de C.V. asumirá toda la responsabilidad derivada de dichos actos u omisiones y se compromete a sacar en paz y a salvo a Minera Tlali, S.A.P.I. de C.V., Minera Piedra Azul, S.A. de C.V., así como a sus respectivos sucesores, accionistas,</p>	<p>Minera Tlali, S.A.P.I. de C.V. does not reserve the right to initiate any legal action against Minera Teck, S.A. de C.V. for the works and activities that Minera Teck, S.A. de C.V., its affiliates and/or its contractors have conducted in the mining lots covered by the Alacrán Concessions, the foregoing unless that, to this date exists without knowledge of Minera Tlali, S.A.P.I. de C.V. or in the future arises within the period of one year from the date of this agreement, any claim, complaint, requirement, demand, lawsuit, accusation, filing of charges and/or civil, administrative or criminal procedure or of any other nature, initiated by any individual, company or legal entity or by any authority from any governmental level, including the environmental and mining authorities, due to the performance of Minera Teck, S.A. de C.V. during the time the Exploration Agreement was in effect or in any other time it would have performed activities in said mining lots or for any other reason attributable to Minera Teck, S.A. de C.V., this means, any of said actions is initiated due to actions or omissions attributable to Minera Teck, S.A. de C.V., its affiliates and/or its contractors and which derive from the activities performed by any of the foregoing parties and/or derive from obligations which compliance was in charge of Minera Teck, S.A. de C.V. pursuant to the Exploration Agreement during the period of time it was in effect, in which case Minera Teck, S.A. de C.V. shall assume all liabilities and responsibilities deriving from said actions or omissions and agrees to hold</p>

<p>directivos, funcionarios, empleados, asesores o cesionarios permitidos de cualesquiera de dichas acciones legales, como una obligación que sobrevive a la celebración de este convenio por el plazo de un año a partir de la fecha del presente convenio.</p>	<p>Minera Tlali, S.A.P.I. de C.V., Minera Piedra Azul, S.A. de C.V., and its respective successors, shareholders, executives, officers, employees, consultants and permitted assigns harmless from any said legal actions, as an enforceable obligation surviving the execution of this agreement for the period of one year from the date of this agreement.</p>
<p>Quinta. Con excepción de cualesquiera obligaciones que en los términos que se pactan en la cláusula anterior de este instrumento sobreviven a la celebración de este convenio, y con relación a las cuales quedan plenamente a salvo los derechos de cada una de las Partes para exigir su cumplimiento, en este acto las Partes reconocen que no existe adeudo alguno pendiente de pago derivado del Contrato de Exploración y se otorgan recíprocamente el finiquito más amplio que en derecho proceda respecto de cualesquiera otras obligaciones que hayan asumido conforme al Contrato de Exploración.</p>	<p>Fifth. Except for any obligations which pursuant to that agreed in clause fourth above shall survive the execution of this agreement, and with respect to which all the rights of each one of the Parties shall remain intact for the purposes of requesting their fulfillment, the Parties hereby acknowledge that there is no outstanding payment pending resulting from the Exploration Agreement and grant each other the broadest release under law regarding any other obligations they have acquired pursuant to the Exploration Agreement.</p>
<p>Sexta. Con el objeto de cancelar la inscripción del Contrato de Exploración ante el Registro Público de Minería, las Partes se obligan a ratificar el presente convenio ante notario público dentro de los 15 (quince) días naturales siguientes a la fecha de firma del mismo. A partir de la fecha en que las Partes ratifiquen este convenio, Minera Tlali, S.A.P.I. de C.V. solicitará la cancelación de la inscripción del Contrato de Exploración dentro de los 15 (quince) días hábiles siguientes a su ratificación, conforme lo establece el Reglamento de la Ley Minera. Minera Teck, S.A. de C.V. se compromete a coadyuvar con Minera Tlali, S.A.P.I. de C.V. para firmar cualesquiera documentos y llevar a cabo los actos que resulten</p>	<p>Sixth. In order to cancel the recording of the Exploration Agreement before the Public Registry of Mining, the Parties shall ratify this agreement before a notary public within 15 (fifteen) days following the date of its execution. From the date the Parties hereto ratify this agreement, Minera Tlali, S.A.P.I. de C.V. shall pursue the cancellation of recording of the Exploration Agreement within the 15 (fifteen) working days following its ratification as it is provided by the Regulations to the Mining Law. Minera Teck, S.A. de C.V. is further obligated to provide and/or to sign any additional documents and to perform the actions that may be reasonably necessary for said purposes.</p>

razonablemente necesarios para dichos fines.	
Séptima. Este convenio será regido por las leyes de los Estados Unidos Mexicanos. Para toda controversia que surja entre las partes respecto a la interpretación o ejecución del presente convenio, o en relación con el mismo, las Partes se someten a los tribunales federales competentes de la Ciudad de México y renuncian expresamente a cualquier otra jurisdicción que pudiera corresponderles en razón de sus domicilios actuales o futuros o por cualquier otra causa.	Seventh. This agreement will be governed by the laws of the United Mexican States. For any dispute arising between the Parties from the interpretation or compliance of this agreement or in connection therewith, the Parties submit to the federal competent courts of Mexico City and the Parties hereto expressly waive to any other venue that may correspond to them by virtue of their current or future domiciles or for any other reason.
Octava. Este contrato se firma en español e inglés. En caso de cualquier diferencia o discrepancia entre las dos versiones, prevalecerá en México la versión en idioma español.	Eighth. This agreement is executed in both English and Spanish languages. In case of any difference or discrepancy between said two versions the Spanish version shall prevail in Mexico.
Se firma el presente en cinco ejemplares el 27 de agosto de 2019.	This agreement is signed in five copies on August 27, 2019.

Minera Tlali, S.A.P.I. de C.V.

Minera Teck, S.A. de C.V.

Representada por/Represented by:
Benjamín Arturo López Molina

Representada por/Represented by:
Paola Salgado Tonda

Conforme / In conformity: Minera Piedra Azul, S.A. de C.V.

Representada por/Represented by:
Benjamín Arturo López Molina

ANEXO A / ANNEX A**CONCESIONES ALACRAN / ALACRAN CONCESSIONS**

Lote / Lot	Título / Title	Superficie / Area (Has.)
Hidalgo	166374	99.0000
Hidalgo 2	166369	99.0000
Hidalgo 3	166368	99.0000
Hidalgo 4	166366	99.0000
Hidalgo 5	166370	99.0000
Hidalgo 6	166371	99.0000
Hidalgo 7	166373	99.0000
Hidalgo 8	166372	99.0000
Hidalgo 9	166375	99.0000
Kino 2	166313	100.0000
Kino 3	166312	100.0000
Kino 4	166314	100.0000
Kino 8	166315	100.0000
Kino 9	166316	100.0000
Kino 10	166317	100.0000
Kino 11	166318	100.0000
Kino 15	166365	100.0000
Kino 16	166367	100.0000
San Simón	166376	100.0000
San Simón 2	166377	100.0000
El Alacrán	201817	3,442.3590
SUPERFICIE TOTAL / TOTAL AREA		5,433.5390

Teck/Tlali/ convenio terminación Tlali - Teck doble columna v19ago2019 marcado

Anexo A

NET SMELTER RETURN ROYALTY AGREEMENT

This agreement (the "NSR Agreement") is made as of August 27, 2019.

BETWEEN:

MINERA TLALI, S.A.P.I. de C.V., a company organized under the laws of Mexico
(the "Company")

AND:

MINERA TECK, S.A. de C.V., a company organized under the laws of Mexico
(**"Teck"** or the **"Royalty Holder"**)

WHEREAS the Company and Teck entered into a Contrato de Exploración dated May 25, 2017 (the **"Exploration Agreement"**) to provide Teck the ability to conduct exploration operations on the Property:

AND WHEREAS the Parties have agreed, pursuant to a termination agreement dated the date first written above, to terminate the Exploration Agreement in exchange for the grant to Teck from the Company of the Royalty (as defined herein) on minerals produced and sold from the Property, on the terms and subject to the conditions herein specified in this NSR Agreement;

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, and other valuable consideration, the parties to this NSR Agreement agree as follow:

1. ROYALTY.

The Company hereby grants and shall, upon the Commencement of Commercial Production, pay the Royalty Holder (in accordance with Section 4) a royalty equal to one-half of one percent (0.5%) of the Net Smelter Returns from all Products, computed as herein provided (the **"Royalty"**).

No Royalty shall be due upon bulk samples extracted by the Company for metallurgical testing purposes during the Company's exploration or development work on the Property.

2. DEFINITIONS.

The following terms shall have the following meanings in this NSR Agreement:

- (a) **"Affiliate"** means any Person that directly or indirectly controls, is controlled by, or is under common control with, a Party. For purposes of the preceding sentence, "control" means possession, directly or indirectly, of the power to direct or cause direction of management and policies through ownership of voting securities, contract, voting trust or otherwise;
- (b) **"Commencement of Commercial Production"** means the commencement of commercial exploitation of Products from the Property, or any part, as a mine, but does not include milling for the purpose of testing or milling by a pilot plant;

- (c) **"Mexican Mining Law"** means the Mining Law (*Ley Minera*) currently in effect in Mexico, published in the Federal Official Gazette on June 26, 1992, as amended on December 24, 1996, April 28, 2005, June 26, 2006 and August 11, 2014 and may be amended from time to time;
- (d) **"Minerals"** means, without limitation, all metals and minerals classified by the Mexican Mining Law as subject matter of a mining concession, including without limitation, diamonds, metals, precious metals, base metals and other concessible materials that are mined, excavated, extracted, recovered or produced from the Property;
- (e) **"Outturn"** or **"Outturned"** means in respect of any Product: (a) the sale or other disposition of such Product or, (b) the value of such Product being credited to an account by a refiner or metals exchange or other similar third party;
- (f) **"Person"** means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or other form of enterprise, or any government or any agency or political subdivision thereof;
- (g) **"Parties"** means all the parties to this NSR Agreement, and a reference to a **"Party"** means one of them;
- (h) **"Products"** means all Minerals, whether in the form of ore, doré, precipitates, concentrates, refined metals or any other beneficiated or derivative products thereof and including any such metallic minerals or mineral bearing materials or products derived from any processing or reprocessing of any tailings or other waste or other products originally derived from the Property;
- (i) **"Property"** means the mining concessions described and depicted at Schedule A and Schedule B to this NSR Agreement, respectively, and shall include any renewal thereof and any other form of successor or substitute title therefor;
- (j) **"Registry"** means the Public Mining Registry in Mexico (*Registro Publico de Minería*);
- (k) **"Short Form Agreement"** means a summary form of this NSR Agreement substantially in the form attached hereto at Schedule C, or as otherwise agreed to by the Parties; and
- (l) **"Third Party"** means, with respect to a Party, a Person acting at arm's length to such Party.

3. NET SMELTER RETURNS.

As used herein, **"Net Smelter Returns"** means the Gross Proceeds less Allowable Deductions.

- (a) As used herein, **"Gross Proceeds"** shall have the following meaning:
 - (i) if the Company causes refined copper to be produced from the Products, then such copper shall be deemed to have been sold at the Monthly Average Copper Price for such month in which it was produced, and the Gross Proceeds in respect of copper shall be determined by multiplying Copper Production for such month by the Monthly Average Copper Price for such month. As used herein, **"Copper Production"** means the quantity of refined copper Outturned during such month

to the Company's pool account by an independent Third Party refinery in respect of Products on a final settlement basis. "**Monthly Average Copper Price**" shall mean the official cash settlement price as published daily by the London Metals Exchange (or, should that publication cease, another similar publication acceptable to the Parties or, if they cannot agree, determined by arbitration hereunder), calculated by dividing the sum of all such prices reported for such month by the number of days for which such prices were reported;

- (ii) if the Company causes refined nickel to be produced from the Products, then such nickel shall be deemed to have been sold at the Monthly Average Nickel Price for such month in which it was produced, and the Gross Proceeds in respect of nickel shall be determined by multiplying Nickel Production for such month by the Monthly Average Nickel Price for such month. As used herein, "**Nickel Production**" means the quantity of refined nickel Outturned during such month to the Company's pool account by an independent Third Party refinery in respect of Products on a final settlement basis. "**Monthly Average Nickel Price**" shall mean the official cash settlement price as published daily by the London Metals Exchange (or, should that publication cease, another similar publication acceptable to the Parties or, if they cannot agree, determined by arbitration hereunder), calculated by dividing the sum of all such prices reported for such month by the number of days for which such prices were reported;
- (iii) if the Company causes refined platinum, palladium, rhodium, ruthenium or other metals commonly referred to as "**platinum group metals**" (other than gold) ("**PGM**") (meeting the specifications of the London Platinum and Palladium Market) to be produced from Products, Net Smelter Returns shall be paid on the refined PGM, as herein provided. For purposes of determining Net Smelter Returns, the refined PGM shall be deemed to have been sold at the Monthly Average PGM Price for the specific metal and the Gross Proceeds shall be determined by multiplying PGM Production during the calendar month by the Monthly Average PGM Price for such month. As used herein, "**PGM Production**" shall mean the quantity of refined PGM Outturned during the calendar month to the Company's account by an independent Third Party refinery from Products on a final settlement basis as used herein. "**Monthly Average PGM Price**" for the specific metal shall mean the average monthly price for any PGM as published daily by the London Platinum and Palladium Market, calculated by dividing the sum of all such prices reported for the month by the number of days for which such prices were reported;
- (iv) if the Company causes refined gold (meeting the specifications of the London Bullion Market Association) to be produced from Products, Net Smelter Returns shall be paid on the refined gold, as herein provided. For purposes of determining Net Smelter Returns, the refined gold shall be deemed to have been sold at the Monthly Average Gold Price and the Gross Proceeds shall be determined by multiplying Gold Production during the calendar month by the Monthly Average Gold Price for such month. As used herein, "**Gold Production**" shall mean the quantity of refined gold Outturned during the calendar month to the Company's account by an independent Third Party refinery from Products, on a final settlement basis as used herein. "**Monthly Average Gold Price**" shall mean the average London Bullion Market Association P.M. Gold Fix, calculated by

dividing the sum of all such prices reported for the month by the number of days for which such prices were reported;

- (v) if the Company causes refined silver (meeting the specifications of the London Bullion Market Association) to be produced from Products, Net Smelter Returns shall be paid on refined silver as herein provided. For purposes of determining Net Smelter Returns, the refined silver shall be deemed to have been sold at the Monthly Average Silver Price and the Gross Proceeds shall be determined by multiplying Silver Production during the calendar month by the Monthly Average Silver Price for such month. As used herein, "**Silver Production**" shall mean the quantity of refined silver Outturned during the calendar month to the Company's account by an independent Third Party refinery from Products on a final settlement basis. As used herein, "**Monthly Average Silver Price**" shall mean the average London Bullion Market Association P.M. Silver Fix, calculated by dividing the sum of all such prices reported for the month by the number of days for which such prices were reported;
- (vi) if the Company sells raw ore mined from the Property or doré, precipitates or other intermediate products or concentrates produced from the Property to an independent Third Party in an arm's length transaction, then the Gross Proceeds shall be equal to the amount of the proceeds actually received by the Company during the calendar month from the sale of such raw ore, doré, precipitates, other intermediate products or concentrates;
- (vii) if the Company sells raw ore mined from the Property or doré, precipitates, concentrates or intermediate products produced from the Property in other than an arm's length sale to an independent Third Party, then the Gross Proceeds shall be equal to the fair market value of such raw ore, doré or precipitates or intermediate products or concentrates; and
- (viii) for all other Products the Company sells from the Property Gross Proceeds means the value of all consideration, monetary or otherwise, received by, or owing to, the Company from the sale or other disposition of such Products; and

Gross Proceeds shall include actual proceeds received from insurance payments as the result of any claim for the loss of Products.

- (b) As used herein, "**Allowable Deductions**" shall mean all costs, charges and expenses paid by the Company for or with respect to processed Products, after such Products are shipped from the Property, including:
 - (i) charges for treatment in the smelting and refining processes and other beneficiation processes or procedures (including handling, processing, interest and provision for settlement fees, costs of umpires, sampling, weighing, assaying and representation fees, penalties, and other deductions made by the processor or imposed by law and specifically excluding mining, milling, heap leaching, hydro metallurgical processing or other similar stage processing costs);
 - (ii) actual costs of transportation (including loading, freight, insurance security, transaction taxes, handling, port, demurrage, delay, and forwarding expenses

incurred by reason of or in the course of such transportation) of Products from the Property to the place of treatment and then to the place of sale;

- (iii) costs or charges of any nature for or in connection with marketing or insurance, storage, or representation at a smelter or refinery for Products; and
- (iv) sales, use, ad valorem, value added, severance, export, import, excise, net proceeds or mine, and any other tax on or measured by mineral production, but excluding taxes based on the Company's or the Royalty Holder's net income; and

provided that whether Products are processed on or off the Property in a facility wholly or partially owned by the Company or by an Affiliate of the Company, Allowable Deductions shall 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 those Products were processed by an independent Third Party.

4. CALCULATION AND PAYMENT OF ROYALTY.

- (a) The obligation of the Company to pay the Royalty shall accrue upon the Outturn of Products on which the Royalty is payable in accordance with the terms of Section 4.
- (b) Where Outturn of refined metals is made by an independent Third Party refinery on a provisional basis, the Net Smelter Returns shall be based upon the amount of refined metal credited by such provisional settlement, but shall be adjusted in subsequent statements to account for the amount of refined metal established by final settlement by the refinery.
- (c) Royalty shall become 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 shall be accompanied by a statement showing in reasonable detail the manner in which such Royalty payment was calculated, including: (a) the quantities of Products sold or otherwise disposed of by the Company with respect to such quarter or the amount of Products produced and returned to or credited to the account of the Company for such quarter, as the case may be; (b) the quantities of Products to which such Royalty payment is applicable; (c) the calculation of the applicable Net Smelter Returns; (d) the quantities and grades of the refined Products produced and sold or deemed sold by the Company monthly; (e) the average monthly price determined as herein provided for refined metals on which Royalty is due; (f) in the event of any commingling of Products, a detailed summary of the determination by the Company of the quantity of Products commingled and subject to the Royalty; and (g) a detailed summary of the calculation of the Royalty and the applicable Allowable Deductions and all such other pertinent information in sufficient detail to explain the calculation of the Royalty payment.
- (d) All Royalty payments shall be considered final and in full satisfaction of all obligations of the Company with respect thereto, unless the Royalty Holder gives the Company written notice describing and setting forth a specific objection to the determination thereof within 12 months of receipt by the Royalty Holder of a Royalty statement. If the Royalty Holder objects to a particular quarterly statement as herein provided, the Royalty Holder shall, for a period of 60 days after the Company's receipt of notice of such objection, have the right, upon reasonable notice and at reasonable time, to have the Company's accounts and records relating to the calculation of the Royalty in question

audited by a certified public accountant or chartered accountant acceptable to the Royalty Holder and to the Company, each acting reasonably. If such audit determines that there has been a deficiency or an excess in the payment made to the Royalty Holder such deficiency or excess shall be resolved by adjusting the next monthly Royalty payment or credit due hereunder. The Royalty Holder shall pay all costs of such audit unless a deficiency of 5% or more of the amount determined by the Company to be due to the Royalty Holder is determined to exist. The Company shall pay the costs of such audit if a deficiency of 5% or more of the amount due is determined to exist. All books and records used by the Company to calculate Royalty due hereunder shall be kept in accordance with generally accepted accounting principles consistently applied. Failure on the part of the Royalty Holder to make claim on the Company for adjustment in such 12 month period shall establish the correctness and preclude the filing of exceptions thereto or making of claims for adjustment thereon; providing that nothing herein shall limit the time in which the Royalty Holder may commence a proceeding for fraud, concealment or misrepresentation.

- (e) The Royalty shall be in addition to any other royalty due to a Third Party.
- (f) The Company shall have the right of mixing or commingling, at any location and either underground or at the surface, any Products from the Property with any ore, metals, minerals, or mineral products from other lands, provided that the Company shall determine the weight or volume of, sample and analyze for grade and amenability to process all such Products and ores, metals, minerals and mineral products (including the recovery factor) before the same are so mixed or commingled. The Company shall carry out proper weighing, sampling and assaying procedures in any commingling in accordance with sound engineering and metallurgical practices. Any such determining of weight or volume, sampling and analytical practices and procedures applied by the Company shall be used as the basis of allocation of Net Smelter Returns payable to the Royalty Holder hereunder in the event of a sale by the Company of materials so mixed or commingled or of products produced therefrom. Prior to Commencement of Commercial Production, the Company shall notify the Royalty Holder how the Company proposes to determine the weight or volume of, sample and analyze all such materials. The Royalty Holder may, within 30 days after receipt of such notice, object thereto in writing, specifying with particularity the grounds for such objection. If the Royalty Holder does not serve a timely objection, the Royalty Holder shall be deemed to have consented to procedures described in the Company's notice. If the Royalty Holder does object to the Company's proposed procedures within such 30 day period, the Company and the Royalty Holder shall attempt for a period of 15 days to reach agreement concerning the procedures to be used. If the Company and the Royalty Holder fail to reach agreement within such 15 day period, either party may initiate binding arbitration in accordance with the provisions of this NSR Agreement, to determine the procedures to be used. Based on its operating experience, the Company may subsequently propose modifications to the approved procedures for determining the weight or volume of, sampling and analyzing ores or mineral products to be mixed or commingled, following the same procedures set forth above, including arbitration. Notwithstanding the foregoing, nothing herein shall require or permit the operations of the Company or its mixing or commingling or Products with any ores, metals, minerals or mineral products from other lands to be hindered, delayed or interrupted pending the determination of the procedures to be used.
- (g) The Company may but need not engage in forward sales, future trading or commodity options trading, and other price hedging, price protection, and speculative arrangements

("Trading Activities") which may involve the possible delivery of base or precious metals produced from the Property. The Parties acknowledge and agree that the Royalty Holder shall not be entitled to participate in the proceeds or be obligated to share in any losses generated by the Company's Trading Activities.

- (h) Payments made under or pursuant to this NSR Agreement shall be made 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 due on the payment date set out in Section 4(c) and on the same date each payment of the Royalty is made, the Royalty Holder shall issue the respective invoice in favor of the Company which must comply with each and all the legal requirements established by the Mexican tax laws. The date the wire transfer process is initiated shall be the date of such payment, provided that the Royalty Holder receives such payment, and the Company shall have no duty to otherwise apportion any payment to the Royalty Holder or its successors or assigns.

5. BINDING EFFECT.

It is intended that all provisions of this NSR Agreement shall run with the Property while the mining concessions covering the Property or the mining concessions derived therefrom are in effect and bind title thereto and all Products *in situ* during the life of said mining concessions which cover or in the future cover the Property. The respective interests of the Company and the Royalty Holder in the Property shall be binding upon and inure to the benefit of the Royalty Holder and the Company and their respective successors and assigns.

6. RECORDING.

Following the execution of this NSR Agreement, upon request by the Royalty Holder, the Company shall execute and ratify the Short Form Agreement substantially in the form attached hereto at Schedule C (the "Short Form Agreement"), or as otherwise agreed by the Parties, before (i) if the Short Form Agreement is ratified separately by each Party, the Mexican notary public or public attester designated by each such Party, or (ii) if the Short Form Agreement is ratified by the Parties simultaneously, the Mexican notary public or public attester designated by the Royalty Holder, and the Royalty Holder shall file such Short Form Agreement for registration in the Registry. The Company shall cooperate with the Royalty Holder in order to achieve the recording of the Short Form Agreement in the Registry and shall sign and deliver to the Royalty Holder any and all forms or other documents reasonably necessary for said purposes, and use its commercially reasonable efforts to take any actions required, as the Royalty Holder may reasonably request, so that the Royalty Holder may achieve such recording in the Registry, including, if necessary, modifying the Short Form Agreement for the same purposes of recording in the Registry, provided, however, that the Company shall not be required to in any way amend or revise this NSR Agreement. Should there be any inconsistency between this NSR Agreement and the Short Form Agreement, this NSR Agreement shall govern.

7. NO IMPLIED COVENANTS.

The timing, nature, manner and extent of any exploration, development, mining, production and sale of Products, if any, shall be at the sole discretion of the Company. No implied covenants or conditions whatsoever shall be read into this NSR Agreement, including without limitation any covenants or conditions relating to exploration, development, prospecting, mining, production or sale of Products, except for the covenants of good faith and fair dealing.

8. ASSIGNMENT AND ABANDONMENT BY COMPANY.

The Company shall have the right to assign the Property, in whole or in part and shall have sole and absolute discretion concerning the sale, assignment, transfer, conveyance, venturing, encumbrance or other disposition of the Property, in whole or in part, on such terms and conditions as it determines appropriate, provided that the Company shall require any transferee or assignee of any interest in the Property to assume in writing the obligation to pay the Royalty Holder the Royalty in accordance with the terms and conditions set forth herein, and no transfer or assignment of any interest in the Property shall be enforceable until the Company causes the transferee or assignee to deliver such written assumption to the Royalty Holder.

In the event the Company wishes to abandon the Property, or any portions thereof (the "**Abandoned Property**") (and for clarity this would not include a sale or transfer to a third party), it shall obtain the prior written consent of the Royalty Holder, which consent shall not be unreasonably withheld, conditioned or delayed, unless that within 30 (thirty) calendar days following receipt of the notification from the Company whereby the Company would have informed the Royalty Holder of its intention to undertake such abandonment, the Royalty Holder expressly indicates to the Company in writing that it wishes to obtain the ownership and titleholding of such Abandoned Property, in which case the Royalty herein agreed shall forthwith terminate with respect to said Abandoned Property on the date that the Abandoned Property is transferred to the Royalty Holder pursuant to the applicable sale or transfer document which must be executed and ratified by the Parties in front of a notary public or public attestor within 30 (thirty) calendar days following the notification of the Royalty Holder indicating to the Company that it wishes to obtain the ownership and titleholding of said Abandoned Property.

9. TRANSFERS BY ROYALTY HOLDER.

The Royalty Holder may assign its rights under this NSR Agreement; provided, however, that any change in ownership of rights shall be accomplished in such manner that the Company shall not be required to make payments to or give notice to more than one person, firm, corporation, or entity. No change or division in the ownership of the Royalty, however accomplished, shall enlarge the obligations of or diminish the rights of the Company. No change or division in the ownership of the Royalty shall be binding on the Company until ten days after the Company has received a copy of the assignment instrument duly recorded in the applicable recording district evidencing the change or division in ownership.

10. TREATMENT OF PRODUCT.

- (a) The Company may, but shall not be obligated to, treat, mill, heap leach, sort, concentrate, refine, smelt, or otherwise process, beneficiate or upgrade the ores, concentrates, and other mineral product produced from the Property, at sites located on or off the Property, prior to sale, transfer, or conveyance to a purchaser, user or other consumer. The Company shall not be liable for mineral values lost in processing under sound practices and procedures, and no Royalty shall be due on any such lost mineral values.
- (b) All tailings, residues, waste rock, spoiled leach materials, and other materials (collectively "**Materials**") resulting from the Company's operations and activities on the Property shall be the sole property of the Company, but shall remain subject to the Royalty should the same be processed or reprocessed (whether or not involving a smelter), as the case may be, in the future and result in the production of Products. Notwithstanding the foregoing, the Company shall have the right to dispose of Materials from the Property on or off of the Property and to commingle the same with Materials

from other properties. If Materials from the Property are commingled with Materials from other properties and such commingled Materials are processed or reprocessed (whether or not involving a smelter), as the case may be, the Net Smelter Returns payable thereon shall be determined on a proportionate Mineral content basis among commingled Materials from the Property and the same Materials from other properties, in accordance with standard mining and metallurgical industry weighing, sampling, assaying and reporting practices for the purposes of determining the Net Smelter Returns on a pro rata basis for such commingled Materials.

- (c) The Company may stockpile Products at such place or places which are owned, leased or otherwise controlled by the Company or its affiliates provided that same are appropriately identified and secured from loss, theft, tampering and contamination. Before the Company stockpiles or stores Products off the surface lands covered by the Property, the Company shall first execute and cause the titleholder of such other property and/or the owner of such other surface lands to execute a written instrument which recognizes the Royalty Holder's Royalty interest in and to the stockpiled Products and assures and grants to the Royalty Holder and the Company rights of access and use so as to process or retrieve such Products.

11. BOOKS AND INSPECTIONS.

- (a) The Company shall keep true and accurate books and records of all of its operations and activities on the Property and under this NSR Agreement.
- (b) On at least 30 days' notice to the Company and not more frequently than annually, the Royalty Holder, or its authorized agents or representatives, may, at its own cost, inspect and copy all records and data pertaining to the calculation of the Royalty, including without limitation such records and data which are maintained electronically. The Company shall allow for and facilitate the Royalty Holder' right to make the foregoing inspections at reasonable times and only during normal business hours of the Company. If the Company determines that the foregoing inspection requires the Royalty Holder, or its authorized agents or representatives, to enter the Property or premises of the Company, then any such entry shall be at the Royalty Holder's own risk and expense and shall not unreasonably interfere with the Company's activities and operations and provided the Royalty Holder complies with the Company's instructions and directions, including in relation to health and safety and site inductions.
- (c) The Royalty Holder shall defend, indemnify and hold the Company harmless from and against any all damages, claims, losses, liabilities, fines, penalties, expenses, proceedings, obligations, deficiencies and costs (including all reasonable legal and other professional fees and disbursements, interest, penalties, judgment and amounts paid in settlement of any demand, action, suit, proceeding, assessment, judgement or settlement or compromise) for damage to property of, or injury to or death of, any individual, corporation, trust, partnership, limited liability company, contractual mining company, joint venture, unincorporated organization, firm, estate, governmental authority or any agency or political subdivision thereof, or other entity, to the extent caused by the Royalty Holder or its authorized agents or representatives during any visits to the Property or the premises of the Company pursuant to Section 11(b), except to the extent the same are caused by the gross negligence or wilful misconduct of the Company.

12. DISPUTES.

- (a) All disputes arising out of or in connection with this NSR Agreement, including any question regarding its existence, validity, performance, effects, interpretation, breach or termination, shall be referred to and finally resolved by arbitration administered by the International Court of Arbitration of the International Chamber of Commerce pursuant to the Rules of Arbitration of the International Chamber of Commerce, except as they may be modified herein or by mutual written agreement of the Parties.
- (b) The place of arbitration shall be Vancouver, British Columbia. The language of arbitration shall be English. Any arbitration to be held under this NSR Agreement shall be heard by a panel of three arbitrators. The panel shall be comprised of one arbitrator appointed by the Company, one arbitrator appointed by the Royalty Holder, and one arbitrator who shall act as the chairman of the panel appointed by mutual agreement of the other two arbitrators. If any Party fails to nominate an arbitrator or if the arbitrators designated by the Parties fail to nominate or do not agree on the designation of the third arbitrator or if any of the nominations of the arbitrators are not confirmed in terms of the Rules of Arbitration of the International Chamber of Commerce, the respective appointments shall be made by the International Court of Arbitration of the International Chamber of Commerce in accordance with the said Rules of Arbitration of the International Chamber of Commerce.
- (c) Any Party may, either separately or together with any other Party to this NSR Agreement, initiate arbitration proceedings pursuant to this Section 12 by sending a request for arbitration to all other Parties to this NSR Agreement and to the International Court of Arbitration of the International Chamber of Commerce. The arbitration shall commence when the recipient Party receives such notice.
- (d) Any Party may intervene in any arbitration proceedings hereunder by submitting a written notice of claim, counterclaim or cross-claim against any party to this NSR Agreement, provided that such notice is also sent to all other Parties and to the International Court of Arbitration of the International Chamber of Commerce within 30 days from the receipt by such intervening party of the relevant request for arbitration or notice of claim, counterclaim or cross-claim.
- (e) Any Party named as respondent in a request for arbitration, or a notice of claim, counterclaim or cross-claim, may join any other Party in any arbitration proceedings hereunder by submitting a written notice of claim, counterclaim or cross-claim against that party, provided that such notice is also sent to all other Parties and to the International Court of Arbitration of the International Chamber of Commerce within 30 days from the receipt by such respondent of the relevant request for arbitration or notice of claim, counterclaim or cross-claim.
- (f) Any joined or intervening Party shall be bound by any award rendered by the arbitral tribunal even if such Party chooses not to participate in the arbitration proceedings.

13. INDEMNITY.

- (a) The Company agrees that, except for the claims, demands, liabilities, actions or proceedings which may arise or derive from (i) the transfer of the Property made by Teck to the Company pursuant to an Assignment of Rights Agreement dated May 24, 2017;

and (ii) the activities and operations conducted by Teck on the Property pursuant to the Exploration Agreement entered into among the Company and Teck on May 25, 2017, it shall defend, indemnify, reimburse and hold harmless the Royalty Holder, its officers, directors, shareholders, employees and its successors and assigns (collectively the **"indemnified parties"**), and each of them, from and against any and all claims, demands, liabilities, actions and proceedings, which may be made or brought against the Royalty Holder or which it may sustain, pay or incur that howsoever result from or relate to any other operations conducted on or in respect of the Property that result from or relate to the mining, handling, transportation, smelting or refining of the Products or the handling of transportation of the Products.

- (b) For sake of clarity the indemnity provided in Section 13(a) is limited to claims, demands, liabilities, actions and proceedings that may be made or taken against an indemnified party in its capacity as or related to the Royalty Holder as a holder of the Royalty and shall not include any indemnity in respect of any claims, demands, liabilities, actions and proceedings against an indemnified party in any other capacity.

14. **CONFIDENTIALITY.**

- (a) Subject to Section 14(b) the Royalty Holder shall keep confidential information in respect of the payment of the Royalty hereunder, information obtained by the Royalty Holder pursuant to Section 11(b), the operation of the Property flowing to it by reason of the operation of this NSR Agreement and to the terms and conditions of this NSR Agreement to the extent that such terms and conditions are not reflected in any registration with the Registry. (the **"Confidential Information"**).
- (b) The Royalty Holder undertakes that neither it nor its employees, agents or contractors will, without the prior written consent of the Company, disclose any Confidential Information to any third person unless:
 - (i) the disclosure is expressly permitted by this NSR Agreement;
 - (ii) the information is already in the public domain (unless it entered the public domain because of a breach of this Section 14 by the Royalty Holder);
 - (iii) the disclosure is made on a confidential basis to the Royalty Holder's officers, employees, agents, financiers or professional advisers, and is necessary for the Royalty Holder's business;
 - (iv) the disclosure is necessary to comply with any applicable law, or an order of a competent court or tribunal;
 - (v) subject to Section 14(b)(ix), the disclosure is necessary to comply with a directive or request of any governmental body, securities regulator or stock exchange (whether or not having the force of law) so long as a responsible person in a similar position would comply;
 - (vi) subject to Section 14(b)(ix), the disclosure is necessary or desirable to obtain an authorization from any governmental body, securities regulator or stock exchange;

- (vii) the disclosure is necessary in relation to any discovery of documents, or any proceedings before a competent court, tribunal, other governmental body, securities regulator or stock exchange
- (viii) the disclosure is made on a confidential basis to a prospective assignee or financier of the Royalty Holder, or to any other person who proposes to enter into contractual relations with the Royalty Holder and agrees to keep the disclosure confidential in accordance with this Section 14; or
- (ix) before disclosing any Confidential Information to a Mexican governmental body in accordance with Section 14(b)(v) or Section 14(b)(vi), the Royalty Holder must use its best endeavours to provide the Company with a draft of the proposed disclosure for its consideration and comment, in order for the Company to take any appropriate measures it deems convenient to protect its interests.

15. TAXES, FEES AND EXPENSES

Each party shall be responsible of the fulfillment of their corresponding tax obligations, pursuant to that set forth in the applicable legal provisions.

All the expenses and fees incurred by virtue of the execution of this NSR Agreement shall be borne by the Company, except for the expenses and fees incurred or to be incurred by the Royalty Holder with respect to any advice it has requested on any legal, tax or accounting matters or with respect to any other matters.

16. CAPITALIZED TERMS.

Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement.

17. GOVERNING LAW.

This NSR Agreement shall be governed by and construed in accordance with the laws of Mexico.

18. NOTICE.

All notices and other communications under this NSR Agreement shall be in writing and may be delivered personally or transmitted by e-mail as follows:

To the Royalty Holder:
Minera Teck, S.A. de C.V.
Nebulosa 2802
Col. Jardines del Bosque
C.P. 44520 Guadalajara
Jalisco, Mexico

Attention: Manager, Exploration
Email: corporate.secretary@teck.com

With a copy, which shall not constitute notice, to:

Teck Resources Limited

Suite 3300, 550 Burrard Street
Vancouver, B.C. V6C 0B3

Attention: Corporate Secretary
Email: corporate.secretary@teck.com

To the Company.
Minera Tlali, S.A.P.I. de C.V.
Javier de León 707
(entre Jose Gutierrez y Alfonso Iberri)
Col. Pitic
Hermosillo, Sonora

Email: benjamin.lopez@minera-piedra-azul.com
Attention: Benjamín Arturo López Molina

Any notice or notification delivered personally shall be considered as given and received on the date it is actually delivered to the addressee and if forwarded by registered mail return receipt requested, courier or by email it shall be considered as given and received on the date it is actually received at the addressee's address or email address.

Any change of address or of email address or of representative shall be notified to the other Party in writing and delivered in an authentic manner. Notwithstanding the above, if any Party fails to notify the other of any change of address or of email address it shall be understood that the notifications made at the last designated address or email address shall be deemed to have been validly given and will have all legal effects.

19. COUNTERPARTS.

This NSR Agreement may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same instrument. Such counterparts may be delivered by regular post, courier or electronic mail.

IN WITNESS WHEREOF, the Parties hereto have executed this NSR Agreement as of the date first written above.

Executed by **MINERA TLALI S.A. DE C.V.**
by its authorised representatives:

*Name of authorised representative of **Minera Tlali S.A. de C.V.***

*Name of authorised representative of **Minera Tlali S.A. de C.V.***

Signature of authorised representative

Signature of authorised representative

Executed by **MINERA TECK S.A. DE C.V.**
by its authorised representatives:

*Name of authorised representative of **Minera Teck S.A. de C.V.***

*Name of authorised representative of **Minera Teck S.A. de C.V.***

Signature of authorised representative

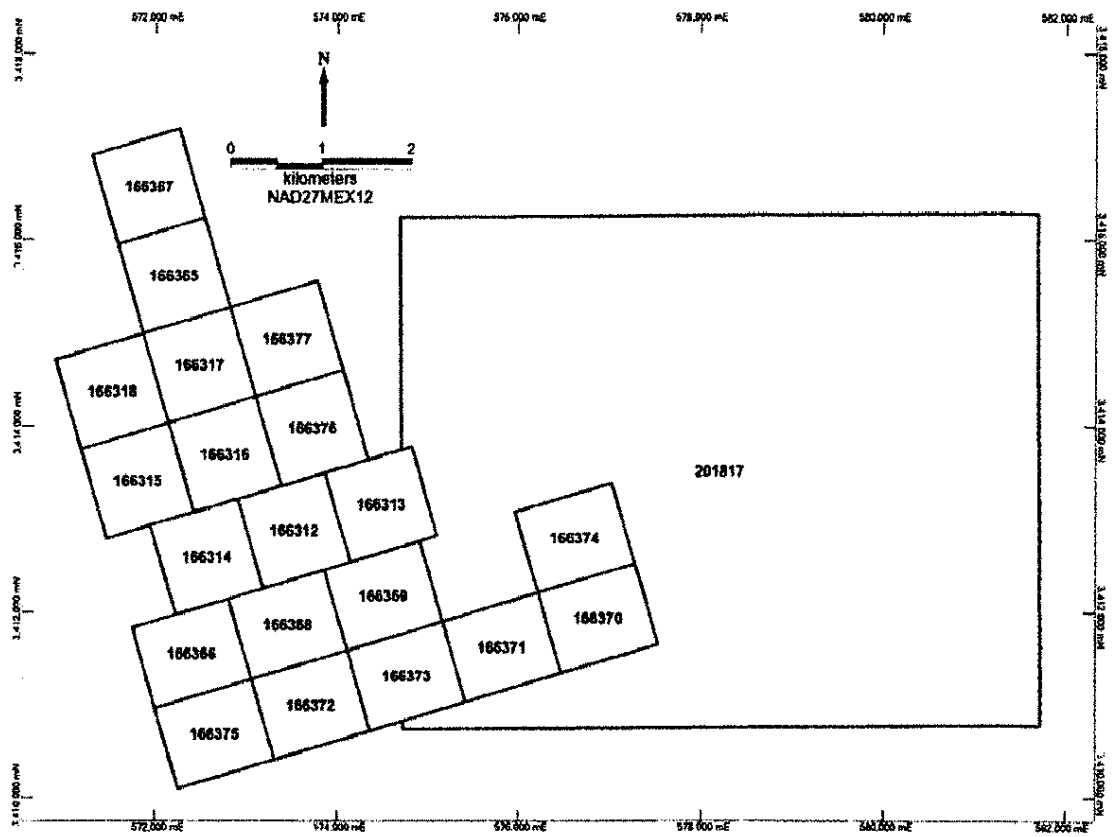
Signature of authorised representative

SCHEDULE A**DESCRIPTION OF PROPERTY**

Lot	Mining Concession Title	Surface
Hidalgo	166374	99.0000
Hidalgo 2	166369	99.0000
Hidalgo 3	166368	99.0000
Hidalgo 4	166366	99.0000
Hidalgo 5	166370	99.0000
Hidalgo 6	166371	99.0000
Hidalgo 7	166373	99.0000
Hidalgo 8	166372	99.0000
Hidalgo 9	166375	99.0000
Kino 2	166313	100.0000
Kino 3	166312	100.0000
Kino 4	166314	100.0000
Kino 8	166315	100.0000
Kino 9	166316	100.0000
Kino 10	166317	100.0000
Kino 11	166318	100.0000
Kino 15	166365	100.0000
Kino 16	166367	100.0000
San Simón	166376	100.0000
San Simón 2	166377	100.0000
El Alacrán	201817	3,442.3590
TOTAL SURFACE		5,433.5390 hs.

SCHEDULE B

MAP OF PROPERTY



SCHEDULE C

SHORT FORM AGREEMENT

<p>CONTRATO DE REGALÍA QUE CELEBRAN, POR UNA PARTE, MINERA TLALI, S.A.P.I. DE C.V. (EN LO SUCESIVO LA "CONCESIONARIA"), REPRESENTADA EN ESTE ACTO POR BENJAMÍN ARTURO LÓPEZ MOLINA; Y, POR LA OTRA PARTE, MINERA TECK, S.A. DE C.V. (EN LO SUCESIVO LA "BENEFICIARIA DE LA REGALÍA"), REPRESENTADA EN ESTE ACTO POR PAOLA SALGADO TONDA, (CONJUNTAMENTE REFERIDAS LA CONCESIONARIA Y LA BENEFICIARIA DE LA REGALÍA COMO LAS "PARTES"), AL TENOR DE LAS SIGUIENTES DECLARACIONES Y CLÁUSULAS:</p>	<p>ROYALTY AGREEMENT ENTERED INTO BY AND BETWEEN, AS A FIRST PARTY, MINERA TLALI, S.A.P.I. DE C.V. (HEREINAFTER THE "TITLEHOLDER"), REPRESENTED HEREIN BY BENJAMIN ARTURO LOPEZ MOLINA; AND, AS A SECOND PARTY, MINERA TECK, S.A. DE C.V. (HEREINAFTER THE "ROYALTY HOLDER"), REPRESENTED HEREIN BY PAOLA SALGADO TONDA, (JOINTLY REFERRED THE TITLEHOLDER AND THE ROYALTY HOLDER AS THE "PARTIES"), PURSUANT TO THE FOLLOWING REPRESENTATIONS AND CLAUSES:</p>
<p style="text-align: center;">DECLARACIONES</p> <p><u>I. Declara la CONCESIONARIA por conducto de su representante:</u></p> <p>1. Que Minera Tlali, S.A.P.I. de C.V. es una sociedad legalmente constituida y existente conforme a las leyes de los Estados Unidos Mexicanos, según consta en la escritura pública 77,536 de fecha 23 de mayo de 2017, otorgada ante el licenciado Erik Namur Campesino, titular de la notaría pública 94 de la Ciudad de México, cuyo primer testimonio quedó inscrito en el Registro Público de Comercio de la Ciudad de México bajo el folio mercantil electrónico N-2017073841, inscrita en el Registro Federal de Contribuyentes bajo la clave MTL170523PB5 e inscrita en el Registro Público de Minería bajo el acta 252, a fojas 126 vuelta del volumen XLV del Libro de Sociedades Mineras que lleva dicho Registro; y que, de acuerdo con su objeto social, está capacitada para ser titular de concesiones mineras, así como para celebrar toda clase de contratos que tengan por objeto derechos derivados de dichas concesiones y por lo tanto está legalmente capacitada para la celebración de este contrato.</p> <p>2. Que su representante tiene facultades suficientes para representarla en este acto y para obligarla en los términos de este contrato, según</p>	<p style="text-align: center;">REPRESENTATIONS</p> <p><u>I. The TITLEHOLDER represents through its legal representative:</u></p> <p>1. That Minera Tlali, S.A.P.I. de C.V. is a company legally incorporated and existing pursuant to the laws of the United Mexican States as it is evidenced in public instrument 77,536 dated May 23, 2017, granted before Mr. Erik Namur Campesino, notary public 94 of Mexico City, which first original is recorded in the Public Registry of Commerce of Mexico City under mercantile electronic folio N-2017073841, recorded in the Federal Taxpayers' Registry under code MTL170523PB5 and recorded in the Public Registry of Mining under number 252, page 126 back of volume XLV of the Book of Mining Companies kept by said Registry, and according to its corporate purpose it is legally qualified to hold mining concessions as well as to enter into any kinds of agreements having as subject matter mining rights deriving from said concessions and, therefore, it is legally qualified to execute this agreement.</p> <p>2. That its representative has enough powers to act on its behalf and to obligate its principal</p>

consta en la escritura pública que en copia se agrega a este contrato; mismas facultades que a la fecha de celebración de este contrato no le han sido modificadas, revocadas o limitadas en forma alguna.

3. Que es única titular de las concesiones mineras que amparan a los lotes que se describen en el documento que se agrega a este contrato como Anexo 1 y se tiene aquí por reproducido como si a la letra se insertase (en lo sucesivo conjuntamente identificadas como las "CONCESIONES").

4. Que ha obtenido todas las autorizaciones corporativas que se requieren de sus accionistas para la celebración de este contrato y, en cumplimiento a las instrucciones recibidas de sus accionistas para efectos de que este contrato se celebre con fines de inscripción en el Registro Público de Minería de México, es su voluntad celebrar este contrato, en los términos y condiciones que se establecen en este documento.

II. Declara la BENEFICIARIA DE LA REGALÍA por conducto de su representante:

1. Que es una sociedad legalmente constituida y existente conforme a las leyes de los Estados Unidos Mexicanos, según consta en la escritura pública 148,124 de fecha 21 de agosto de 1992, otorgada ante el licenciado Fausto Rico Álvarez, titular de la notaría pública 6 de la Ciudad de México, cuyo primer testimonio quedó inscrito en el Registro Público de la Propiedad y del Comercio de la Ciudad de Hermosillo, Estado de Sonora, en la Sección Comercio, Libro Primero, Volumen 19, bajo el número 7,179, inscrita en el Registro Federal de Contribuyentes bajo la clave MTC920824GK9 e inscrita en el Registro Público de Minería bajo el acta 178, a fojas 152 frente a 153 frente del volumen XXIX del Libro de Sociedades Mineras que lleva dicho Registro; y que, de acuerdo con su objeto social, está capacitada para celebrar toda clase de contratos y por lo tanto está legalmente capacitada para la celebración de este acto.

2. Que su representante tiene facultades

in the terms of this agreement, as it is evidenced in the public instrument a copy of which is attached hereto, which authority and powers have not been revoked, limited or modified in any manner whatsoever as of the date of execution of this Agreement.

3. That it is the sole holder of the mining concessions covering the mining lots described in the document enclosed hereto as Exhibit 1 which is considered as hereby reproduced as if it were literally inserted herein (hereinafter jointly identified as the "PROPERTIES").

4. That it has obtained all the necessary corporate authorizations from its shareholders for the execution of this agreement and following the instructions received from its shareholders to the effect that this agreement is entered into for recording purposes in the Public Registry of Mining of Mexico, it wishes to execute this agreement in the terms and conditions set forth herein.

II. The ROYALTY HOLDER represents through its legal representative:

1. That it is a company legally incorporated and existing pursuant to the laws of the United Mexican States as it is evidenced in public instrument 148,124 dated August 21, 1992, granted before Mr. Fausto Rico Alvarez, notary public 6 of Mexico City, which first original is recorded in the Public Registry of Property and Commerce of Hermosillo, State of Sonora, in the Commerce Section, Book First, Volume 19, under number 7,179, recorded in the Federal Taxpayers' Registry under code MTC920824GK9 and recorded in the Public Registry of Mining under number 178, page 152 front through 153 front of volume XXIX of the Book of Mining Companies kept by said Registry, and according to its corporate purpose it is legally qualified to enter into any kinds of agreements and, therefore, it is legally qualified to execute this agreement.

<p>suficientes para representarla en este acto y para obligarla en los términos de este contrato, según consta en la escritura pública que en copia se agrega a este contrato; mismas facultades que a la fecha de celebración de este contrato no le han sido modificadas, revocadas o limitadas en forma alguna.</p> <p>3. Que ha obtenido todas las autorizaciones corporativas que se requieren de sus accionistas para la celebración de este contrato y, en cumplimiento a las instrucciones recibidas de sus accionistas para efectos de que este contrato se celebre con fines de inscripción en el Registro Público de Minería de México, es su voluntad celebrar este contrato, en los términos y condiciones que se establecen en este documento.</p> <p>Hechas las declaraciones anteriores, las partes convienen en las siguientes:</p>	<p>2. That its representative has enough powers to act on its behalf and to obligate its principal in the terms of this agreement, as it is evidenced in the public instrument a copy of which is attached hereto, which authority and powers have not been revoked, limited or modified in any manner whatsoever as of the date of execution of this Agreement.</p> <p>3. That it has obtained all the necessary corporate authorizations from its shareholders for the execution of this agreement and following the instructions received from its shareholders to the effect that this agreement is entered into for recording purposes in the Public Registry of Mining of Mexico, it wishes to execute this agreement in the terms and conditions set forth herein.</p> <p>Having made the forgoing representations, the parties hereto agree on the following:</p>
<p style="text-align: center;">CLÁUSULAS</p>	<p style="text-align: center;">CLAUSES</p>
<p>PRIMERA. Objeto. La CONCESIONARIA, como única titular de las CONCESIONES, en este acto crea, constituye, otorga y se obliga a pagar en favor de la BENEFICIARIA DE LA REGALÍA, una regalía sobre todas las CONCESIONES, equivalente al 0.5% (cero punto cinco por ciento) de los Ingresos Netos de Fundición (<i>Net Smelter Returns</i>) que se obtengan como resultado de la comercialización de cualesquiera Productos que se extraigan de los lotes mineros amparados por las CONCESIONES o por las concesiones mineras que de éstas deriven (en lo sucesivo la "REGALÍA"), en los términos y condiciones establecidos en este contrato y de conformidad con las definiciones de conceptos relacionados con la REGALÍA, así como con las disposiciones que para efectos de calcular, pagar, recibir, revisar, auditar, ceder, transmitir y, en general, para llevar a cabo cualesquiera actos relacionados con la REGALÍA, las Partes han acordado en documento por separado suscrito en el extranjero con esta misma fecha bajo el nombre de Net Smelter Return Royalty</p>	<p>FIRST. Subject Matter. The TITLEHOLDER, as the sole holder of the PROPERTIES, hereby creates, constitutes, grants and undertakes to pay to the ROYALTY HOLDER, a royalty over all the PROPERTIES, equivalent to 0.5% (one-half of one percent) of the Net Smelter Returns to be received as a result of trading or selling any Products to be extracted from the mining lots covered by the PROPERTIES or that in the future are covered by the mining concessions deriving from the same (hereinafter the "ROYALTY"), in the terms and conditions provided herein and pursuant to the definitions of concepts related to the ROYALTY and the provisions that for the purposes of calculating, paying, receiving, reviewing, auditing, assigning, transferring and, in general, for the performance of any actions related to the ROYALTY the Parties have agreed under a separate document subscribed abroad on this same date under the name of Net Smelter Return Royalty Agreement and which shall be the document governing the commercial</p>

Agreement y que será el documento que regirá la relación comercial entre ellas respecto de la REGALÍA.

En virtud de lo señalado en el párrafo anterior y con el fin de garantizar el pago total y oportuno de la REGALÍA, queda expresamente convenido que, a partir de la fecha de celebración de este contrato, la CONCESIONARIA no podrá vender, ceder, transmitir, gravar, dar en prenda, hipotecar, desistirse ni de cualquier otra manera disponer de parte o la totalidad de las CONCESIONES ni de parte o la totalidad de los derechos que derivan de las mismas, ni tampoco podrá ceder total o parcialmente los derechos y las obligaciones que adquiere por virtud de este contrato, ni podrá otorgar a cualquier tercero una promesa, opción o derecho para adquirir las CONCESIONES o cualesquiera de los derechos o intereses que la CONCESIONARIA tenga o en el futuro llegare a tener respecto de las CONCESIONES; lo anterior a menos que, previo a cualquier acto que implique o pueda implicar la cesión, transmisión o disposición de las CONCESIONES o de los derechos que de éstas deriven, se observe lo siguiente:

1. El posible o potencial adquirente de las CONCESIONES o de los derechos que de éstas deriven, ya sea por venta, cesión, adjudicación, ejecución de prenda o hipoteca o de cualquier otra manera, otorgue de forma expresa, previamente y por escrito un reconocimiento en favor de la BENEFICIARIA DE LA REGALÍA o de quien en ese momento tenga el derecho a percibir la REGALÍA, en el que de manera expresa e inequívoca dicho posible o potencial adquirente manifieste y acepte que, de consumarse cualquier adquisición de las CONCESIONES o de los derechos que de éstas deriven, el adquirente quedará automática e inmediatamente subrogado en el cumplimiento de la totalidad de las obligaciones a cargo de la CONCESIONARIA respecto del pago de la REGALÍA establecida en este contrato, como si hubiere sido parte original de este contrato desde su celebración, incluyendo su aceptación respecto de las disposiciones contenidas en el Net Smelter Return Royalty Agreement citado anteriormente; en el entendido de que, en ningún caso, dicha cesión o transmisión a tercero podrá

relationship among them with respect to the ROYALTY.

Given that mentioned above and for the purposes to warrant the total and timely payment of the ROYALTY, it is hereby expressly agreed that as from the date of execution of this agreement the TITLEHOLDER may not sell, assign, transfer, encumber, constitute a pledge or a mortgage, withdraw or in any other manner dispose totally or partially of the PROPERTIES nor it may totally or partially dispose of the rights deriving from same, nor it may totally or partially assign the rights and obligations deriving from this agreement, nor it may grant in favor of a third party either a promise, an option or right to acquire the PROPERTIES or any of the rights or interests the TITLEHOLDER has or shall have in the future over said PROPERTIES; all of the above unless that, prior to the performance of any action implicating or that could implicate the assignment, transfer or disposition of the PROPERTIES or of the rights deriving therefrom, the following is observed:

1. The possible or potential acquirer of the PROPERTIES or of rights deriving from same, whether through a sale, assignment, adjudication, execution of a pledge or mortgage or through any other manner whatsoever, expressly grants a prior written acknowledgement in favor of the ROYALTY HOLDER or in favor of whom at that time be entitled to receive the ROYALTY, whereby in an express and unequivocal manner indicates and admits that, upon completion of any acquisition of the PROPERTIES or of the rights deriving from same, said acquirer shall be forthwith and automatically subrogated in the fulfillment of the entire obligations of the TITLEHOLDER in respect to the payment of the ROYALTY agreed to herein, as if the acquirer were an original party to this agreement from its execution, including its acceptance in respect to the provisions agreed upon in the Net Smelter Return Royalty Agreement mentioned above; in the understanding that in no event such assignment or transfer to a third party may

implicar una disminución de los derechos otorgados a la BENEFICIARIA DE LA REGALÍA por virtud de este contrato, y de que la intención de las Partes al celebrar este contrato es que la REGALÍA aquí convenida, será en todo momento calculada y pagada sobre la base de que la CONCESIONARIA o cualquiera de sus causahabientes o cesionarios, según sea el caso, tienen derecho a percibir el 100% (cien por ciento) de los ingresos que se generen por la venta de los Productos provenientes de los lotes mineros amparados por las CONCESIONES.

2. En caso de que la CONCESIONARIA desee desistirse o reducir la superficie de una o más de las CONCESIONES (las **"Concesiones por Abandonar o Terrenos por Abandonar"**) (lo cual para efectos de claridad no incluye la venta o transmisión a tercero), deberá recabar el consentimiento previo y por escrito de la BENEFICIARIA DE LA REGALÍA para ello; mismo consentimiento que no podrá ser negado, condicionado o retardado de manera irrazonable, a menos que dentro de los 30 (treinta) días naturales siguientes a haber recibido la notificación de la CONCESIONARIA en la que ésta le manifieste su intención de desistirse o reducir la superficie de una o más de las CONCESIONES, la BENEFICIARIA DE LA REGALÍA manifieste expresamente y por escrito a la CONCESIONARIA que desea adquirir la titularidad de las Concesiones por Abandonar o de los Terrenos por Abandonar, en cuyo caso la REGALÍA aquí convenida se extinguirá al momento en que las Concesiones por Abandonar o los Terrenos por Abandonar sean transmitidos a la BENEFICIARIA DE LA REGALÍA conforme al contrato de compraventa o de cesión de derechos respectivo, el que deberá celebrarse y ratificarse ante notario público o corredor público por las Partes, dentro de los 30 (treinta) días naturales siguientes a la fecha de la notificación de la BENEFICIARIA DE LA REGALÍA indicando a la CONCESIONARIA su deseo de adquirir las Concesiones por Abandonar o los Terrenos por Abandonar, según sea el caso; en el entendido de que, de tratarse de Terrenos por Abandonar, el contrato respectivo por el que se transmitan éstos a la BENEFICIARIA DE LA REGALÍA quedará sujeto a la condición suspensiva de que se obtenga la división del lote o lotes

imply a diminishing of the rights herein granted to the ROYALTY HOLDER, and also in the understanding that the intention of the Parties when entering into this agreement is that the ROYALTY herein agreed shall be at all times calculated and paid on the basis that the TITLEHOLDER or its successor or permitted assigns, as the case may be, are entitled to receive 100% (one hundred percent) of the income generated from the sale of the Products extracted from the mining lots covered by the PROPERTIES.

2. In the event the TITLEHOLDER wishes to abandon one or more of the PROPERTIES, or any portions thereof (the **"Abandoned Property"**) (and for clarity this would not include a sale or transfer to a third party), it shall obtain the prior written consent of the ROYALTY HOLDER, which consent shall not be unreasonably withheld, conditioned or delayed, unless that within 30 (thirty) calendar days following receipt of the notification from the TITLEHOLDER whereby it would have informed the ROYALTY HOLDER of its intention to undertake such abandonment, the ROYALTY HOLDER expressly indicates to the TITLEHOLDER in writing that it wishes to obtain the ownership and titleholding of such Abandoned Property, in which case the ROYALTY herein agreed shall forthwith terminate with respect to said Abandoned Property on the date that the Abandoned Property is transferred to the ROYALTY HOLDER pursuant to the applicable sale or transfer document which must be executed and ratified by the Parties in front of a notary public or public attestor within 30 (thirty) calendar days following the notification of the ROYALTY HOLDER indicating to the TITLEHOLDER that it wishes to obtain the ownership and titleholding of said Abandoned Property; in the understanding that in the event the Abandoned Property is a portion of one or more PROPERTIES the sale or transfer document whereby said Abandoned Property is transferred to the ROYALTY HOLDER shall be subject to the condition of obtaining the respective division of the mining lot or mining lots in question, in such a manner that the transfer to the ROYALTY

<p>correspondientes, de manera que se transmita(n) a la BENEFICIARIA DE LA REGALÍA una o más concesiones mineras que en su momento amparen a los Terrenos por Abandonar.</p> <p>Derivado de lo antes señalado, las Partes acuerdan que cualquier cesión, transmisión o disposición de las CONCESIONES o de los derechos que de éstas deriven, que se realice en contravención a lo antes estipulado, será nula y no surtirá efectos legales, en razón de lo cual la CONCESIONARIA en este acto acepta y reconoce expresamente y para todos los efectos legales a que haya lugar, que los derechos que le conceden: (a) la fracción VII del artículo 19 de la Ley Minera, para transmitir la titularidad de las CONCESIONES; (b) la fracción VIII del artículo 19 de la Ley Minera, para reducir la superficie de los lotes amparados por las CONCESIONES; y (c) la fracción IX del artículo 19 de la Ley Minera, para desistirse de las CONCESIONES y de los derechos que de éstas deriven, quedan en este acto limitados y condicionados a que se observe estrictamente lo previsto en esta cláusula.</p> <p>Para efectos de claridad, las partes acuerdan y reconocen que la obligación de pago de la REGALÍA que es asumida por la CONCESIONARIA en favor de la BENEFICIARIA DE LA REGALÍA, no constituye en sí misma ni en ningún momento constituirá para la BENEFICIARIA DE LA REGALÍA, bajo ninguna circunstancia ni supuesto legal, adquisición o cesión alguna en su favor de las CONCESIONES ni de cualquiera de los derechos que de éstas derivan, por lo que la CONCESIONARIA es y seguirá siendo la única titular de las CONCESIONES y de todos los derechos derivados de las mismas y la CONCESIONARIA continuará ejerciendo tales derechos libremente, salvo por las limitaciones y condicionamientos aquí establecidos de manera expresa a su derecho de transmisión y de disposición sobre las mismas.</p>	<p>HOLDER is made over one or more mining concessions which shall cover the Abandoned Property in due course.</p> <p>As a result of that indicated above, the Parties agree that any assignment, transfer or disposition of the PROPERTIES or of the rights deriving therefrom, which is performed in breach of that agreed hereinabove shall be null and void and will have no legal effects and, therefore, the TITLEHOLDER expressly accepts and acknowledges for all legal purposes that the rights conferred to it by: (a) article 19, paragraph VII of the Mining Law for the transferring of the titleholding on the PROPERTIES; (b) article 19, paragraph VIII of the Mining Law for the reduction of the surface of the mining lots covered by the CONCESSIONS; and (c) article 19, paragraph IX of the Mining Law to waive or withdraw from the PROPERTIES and from the rights deriving therefrom are all of them hereby limited and conditioned to the strict observance of the provisions set forth in this clause.</p> <p>For sake of clarity, the Parties hereby agree and acknowledge that the payment obligation of the ROYALTY which has been acquired by the TITLEHOLDER in favor of the ROYALTY HOLDER does not constitute by itself nor it will ever constitute for the ROYALTY HOLDER, at all, an acquisition or assignment in its favor of the PROPERTIES nor of any of the rights deriving from same and, therefore, the TITLEHOLDER is and shall continue to be the only holder of the PROPERTIES and of all of the rights deriving from same, so the TITLEHOLDER shall continue freely exercising said rights except for the limitations and conditions expressly agreed to herein with respect to its right to transfer and dispose of the same.</p>
<p>SEGUNDA. Vigencia. La REGALÍA creada, constituida y otorgada por virtud de este contrato, así como las limitaciones a los derechos de transmisión y de disposición de la titularidad de</p>	<p>SECOND. Duration. The ROYALTY created, constituted and granted by means of this agreement as well as the limitations to the rights of transferring and disposing of the</p>

<p>las CONCESIONES y de los derechos derivados de las mismas, estarán en pleno vigor y efectos durante toda la vigencia de las CONCESIONES y durante toda la vigencia de las concesiones mineras que lleguen a sustituir o derivar de las CONCESIONES.</p> <p>En virtud de lo previsto en el párrafo anterior, queda expresamente convenido que la REGALÍA subsistirá y se mantendrá en pleno vigor y efectos aún en el caso de que se presente cualquiera de los siguientes supuestos: (i) se prorrogue la vigencia de cualquiera de las CONCESIONES; (ii) se sustituya cualquiera de las CONCESIONES por una o más concesiones mineras; (iii) se lleve a cabo la reducción, división, identificación o unificación de la superficie que abarcan los lotes que amparados por cualquiera de las CONCESIONES; y/o (iv) se transmitan a cualquier tercero, total o parcialmente, la titularidad y/o los derechos derivados de las CONCESIONES, en cuyo caso se estará a lo establecido en la Cláusula Primera de este contrato.</p>	<p>PROPERTIES and of the rights deriving therefrom shall be in full force and effect during all the life of the PROPERTIES and during all the life of the mining concessions which may substitute or derive from the PROPERTIES.</p> <p>Given that indicated above, it is expressly agreed that the ROYALTY shall survive and shall be in effect even in case any of the following events takes place: (i) the duration of the life of any of the mining concessions covering the PROPERTIES be extended; (ii) any of the PROPERTIES is substituted by one or more mining concessions; (iii) the reduction, division, identification or unification of the surface covered by the mining lots in turn covered by the PROPERTIES be made; and/or (iv) the titleholding and/or the rights deriving from the PROPERTIES are totally or partially transferred to any third party, in which case the provisions of Clause First above shall be observed.</p>
<p>TERCERA. Formalidades. Las Partes ratificarán el contenido y firmas de este contrato ante fedatario público dentro de los 15 (quince) días naturales siguientes a la fecha de firma del mismo, y la BENEFICIARIA DE LA REGALÍA solicitará la inscripción de este contrato en el Registro Público de Minería dentro de los 15 (quince) días hábiles siguientes a su ratificación, en los términos de las disposiciones legales aplicables. La CONCESIONARIA se compromete a coadyuvar con la BENEFICIARIA DE LA REGALÍA para firmar cualesquiera documentos y llevar a cabo los actos que resulten razonablemente necesarios para dichos fines de inscripción de este contrato ante el Registro Público de Minería.</p> <p>Lo anterior, considerando que este contrato cumple para los efectos de su inscripción con lo establecido en el artículo 46 fracción VI de la Ley Minera, toda vez que las limitaciones y condiciones establecidas en este instrumento para la transmisión de la titularidad de las CONCESIONES y de los derechos que de ellas</p>	<p>THIRD. Formalities. Within 15 (fifteen) calendar days following the date of execution of this agreement, the Parties shall ratify the contents and signatures affixed in this agreement before a notary public or a public attestor, and within 15 (fifteen) working days following the date of its ratification the ROYALTY HOLDER shall file for recording this agreement before the Public Registry of Mining pursuant to the applicable legal provisions. The TITLEHOLDER shall cooperate with the ROYALTY HOLDER signing any documents or performing any actions reasonably needed for pursuing said registration of this agreement before the Public Registry of Mining.</p> <p>The above considering that, for the purposes of its recording, this agreement complies with that set forth in article 46 paragraph VI of the Mining Law, in view that the limitations and conditions herein established for the transferring of the titleholding on the PROPERTIES and of the rights deriving therefrom or for the disposition of said rights</p>