

SHARE PURCHASE AGREEMENT

THIS AGREEMENT dated effective as of the 27 day of July, 2020.

B E T W E E N :

GlobeTrotters Resource Group Inc., a company formed under the laws of the Province of British Columbia

(the “**Vendor**”)

- and -

Forte Copper Corp., a company formed under the laws of the Province of British Columbia

(the “**Purchaser**”)

RECITALS:

- A. The Vendor is the registered and beneficial owner of: (i) 999 issued and outstanding common shares (the “**Amaru SubCo Shares**”) in the capital Amaru Resources S.A.C. (“**Amaru Subco**”), a company incorporated under the laws of the Republic of Peru; and (ii) 459,740 issued and outstanding common shares (the “**Cordillera SubCo Shares**”) in the capital of Cordillera Resource S.A.C. (“**Cordillera Subco**”), a company incorporated under the laws of the Republic of Peru, together, Amaru Subco and Cordillera SubCo are the “**Peru SubCos**”, together, the Amaru SubCo Shares and the Cordillera SubCo Shares are the “**Purchased Shares**”.
- B. The Vendor has appointed Manuel Montoya as the bare trustee and agent to hold the legal title to (i) 1 issued and common share in the capital of the Amaru Subco (the “**Amaru Trust Share**”) for and on behalf of the Vendor through a Declaration of Bare Trust and Agent Agreement attached as Schedule “H” of this Agreement; and (ii) 1 issued and common share in the capital of the Cordillera Subco (the “**Cordillera Trust Share**” and together with the Amaru Trust Share, the “**Trust Shares**”) for and on behalf of the Vendor through a Declaration of Bare Trust and Agent Agreement attached as Schedule “I” of this Agreement.
- C. Amaru Subco owns certain mineral tenures and/or concessions in Peru which comprise the Esperanza Project, as more particularly described in Schedule “A” of this Agreement.
- D. Cordillera Subco owns certain mineral tenures and/or concessions in Peru which comprise the Pucarini Project, as more particularly described in Schedule “B” of this Agreement.
- E. The Purchaser wishes to purchase, and the Vendor wishes to sell, all of the Purchased Shares upon the terms and conditions of this Agreement.

The parties therefore agree as follows:

ARTICLE 1 INTERPRETATION

1.1 In this share purchase agreement ("**Agreement**"):

- (a) **Currency** – Unless otherwise specified, all dollar amounts in this Agreement, including the symbol "\$", refer to Canadian currency.
- (b) **Headings, etc.** – The division of this Agreement into Articles, Sections and other subdivisions and the inclusion of headings are provided for convenience only and do not affect the construction or interpretation of this Agreement.
- (c) **Including** – In this Agreement, the words "include" or "including" mean "include (or including) without limitation" and the words following "include" or "including" are not to be considered an exhaustive list.
- (d) **Performance on Holidays** – If any act is required by the terms of this Agreement to be performed on a day which is not a Business Day, the act will be valid if performed on the next succeeding Business Day. For the purpose of this Agreement, "**Business Day**" means any day except Saturday, Sunday, any statutory holiday in the Province of British Columbia or any other day on which the principal chartered banks in the City of Vancouver are closed for business.
- (e) **Time** – Time is of the essence of this Agreement, and no extension or variation of this Agreement will operate as a waiver of this provision.
- (f) **Time Periods** – Unless otherwise specified, a period of days will be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. (Vancouver time) on the last day of the period. If a period of time is to expire on any day that is not a Business Day, the period will be deemed to expire at 5:00 p.m. (Vancouver time) on the next succeeding Business Day.
- (g) **Schedules** - The Schedules to this Agreement are the following Schedules, which form an integral part hereof:

SCHEDULES

Schedule "A" - Esperanza Mineral Tenures/Concessions and Area of Interest

Schedule "B" - Pucarini Mineral Tenures/Concessions and Area of Interest

Schedule "C" - Esperanza NSR Royalty Agreement

Schedule "D" - Pucarini NSR Royalty Agreement

Schedule "E" - Declaration of Bare Trust and Agency Agreement (Amaru Resources S.A.C.)

Schedule "F" - Declaration of Bare Trust and Agency Agreement (Cordillera Resources S.A.C.)

ARTICLE 2 PURCHASE AND SALE OF SHARES

2.1 Purchase and Sale of the Purchased Shares and Trust Shares

Subject to the terms and conditions of this Agreement, at the Closing Time (as defined in Article 6) the Vendor shall sell to the Purchaser, and the Purchaser shall purchase from the Vendor, all of the Purchased Shares.

2.2 Amount and Payment of Purchase Price

The consideration payable by the Purchaser to the Vendor for the Purchased Shares (the "**Purchase Price**") is \$750,000. At the Closing Time, the Purchaser shall pay and satisfy the Purchase Price by the Purchaser issuing to the Vendor 5,000,000 common shares in the capital of the Purchaser (the "**Consideration Shares**") and pay \$150,000 cash.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Vendor

The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on the following representations and warranties in entering into this Agreement and completing the transactions contemplated by it:

- (a) the Vendor is a corporation incorporated and existing under the laws of the Province of British Columbia;
- (b) the Vendor has the corporate power and capacity to own the Purchased Shares and to enter into and perform its obligations under this Agreement;
- (c) the Peru SubCos are companies incorporated and existing under the laws of the Republic of Peru;
- (d) the execution and delivery of, and performance by the Vendor of this Agreement and the sale of the Purchased Shares have been duly authorized by all necessary corporate action on behalf of the Vendor;
- (e) this Agreement has been duly and validly executed and delivered by the Vendor and constitutes legal and valid obligations of the Vendor, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction;
- (f) the Vendor owns the Purchased Shares with good and valid title and has the full power and authority to sell the Purchased Shares;

- (g) the Vendor will cause the Declaration of Bare Trust and Agent Agreements for the Trust Shares to be executed by the Trustee;
- (h) the Purchased Shares and Trust Shares are free and clear of all liens, charges and encumbrances, other than those restrictions on transfer, if any, stated in the constating documents of the Peru SubCos;
- (i) no person (other than the Purchaser under this Agreement) has any written or oral agreement, option, right or privilege capable of becoming an agreement or option to acquire any of the Purchased Shares and Trust Shares or to be caused to be issued any unissued shares or other securities of the Peru SubCos;
- (j) the Cordillera Owned Mineral Tenures/Concessions are in good standing and are owned by Cordillera Subco;
- (k) the Amaru Mineral Tenures/Concessions are in good standing and are owned by Amaru Subco;
- (l) all the mineral tenures/concessions are in good standing with respect to all filings, fees, taxes, assessments, work commitments and other conditions as filed in the Office of Ministerio de Energía y Minas in Lima, Peru until the date set opposite the respective tenure/concession descriptions;
- (m) there is no adverse claim or challenge against or to the ownership of or title to any of the tenures/concessions comprising the Amaru Mineral Tenures/Concessions or the Cordillera Mineral Tenures/Concessions;
- (n) the Amaru Mineral Tenures/Concessions and the Cordillera Mineral Tenures/Concessions are not subject to a right of first refusal or similar pre-emptive or preferential right of purchase by any third party; and
- (o) no proceedings are pending for, and the Vendor is unaware of any basis for the institution of any proceedings leading to, the dissolution or winding-up of the Vendor, Amaru Subco or Cordillera Subco or the placing of the Vendor in bankruptcy or subject to any other laws governing the affairs of insolvent persons.

3.2 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to the Vendor as follows and acknowledges that the Vendor is relying on the following representations and warranties in entering into this Agreement and completing the transactions contemplated by it:

- (a) the Purchaser is a corporation incorporated and existing under the laws of the Province of British Columbia;
- (b) the Purchaser has the corporate power and capacity to enter into and perform its obligations under this Agreement;

- (c) the execution and delivery of, and performance by the Purchaser of this Agreement and the purchase of the Purchased Shares have been duly authorized by all necessary corporate action on behalf of the Purchaser; and
- (d) this Agreement has been duly and validly executed and delivered by the Purchaser and constitutes legal, valid and obligations of the Vendor, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

ARTICLE 4 COVENANTS OF THE PARTIES

4.1 Covenants of the Vendor

The Vendor hereby covenants that, during the period from the date of this Agreement to the Closing Date (as defined in Article 6):

- (a) the Vendor shall, and shall cause the Peru SubCos to, permit the Purchaser to examine all books, documents, records, accounts and files of the Peru SubCos and the Peru SubCos' property and assets, it being understood that no examination by the Purchaser will waive, diminish the scope of, or otherwise affect any representation or warranty made by the Vendor;
- (b) the Vendor shall cause each of the Peru SubCos to maintain its property and assets in good order and repair; and
- (c) the Vendor shall ensure that the Peru SubCos do not, without the prior written consent of the Purchaser, do or agree to do any of the following:
 - (i) take any step to dissolve, wind-up or otherwise affect its continuing corporate existence or amalgamate or merge with any company or amend the Peru SubCos constating documents;
 - (ii) purchase, sell, lease or otherwise alienate or dispose of any of its property or assets, except in the ordinary course of business; or
 - (iii) issue any shares or other securities or make any change in the number or class of or rights attached to any issued or unissued shares of its capital stock or grant, issue or make any option, warrant, subscription, convertible security or other right or commitment to purchase or acquire any shares of its capital stock or other securities.

Furthermore, the Vendor shall co-operate fully in good faith with the Purchaser and its legal counsel in connection with any steps required to be taken as part of their respective obligations under this Agreement.

4.2 Covenants of the Purchaser

From and after the Closing Date, the Purchaser shall, and shall cause the Peru SubCos to, permit the directors, officers, employees and designated consultants of the Vendor, at their own risk and cost, access (on reasonable prior notice to the Purchaser) to the Esperanza Project and Pucarini Project and to all technical records and other factual and engineering data relating to the Esperanza Project and Pucarini Project which is in the possession or control of the Purchaser or the Peru SubCos to the extent required by the Vendor in order for the Vendor to comply with its reporting obligations under applicable securities law (including National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*), provided the Vendor agrees to indemnify the Purchaser and the Peru SubCos against and to save the Purchaser and Peru SubCos harmless from all costs, claims, liabilities and expenses that the Purchaser or the Peru SubCos may incur or suffer as a result of any injury (including injury causing death) to any director, officer, employee or designated consultant of the Vendor while on the Esperanza Project or the Pucarini Project.

4.3 Acknowledgment of the Purchaser

The Purchaser hereby acknowledges that:

- (a) Amaru Subco and the Vendor are parties to the net smelter return royalty agreement dated July 27nd, 2020 pursuant to which Amaru Subco has granted to the Vendor a 1% net smelter return royalty payable by Amaru Subco to the Vendor on the mineral tenures and/or concessions described in Schedule “A” of this Agreement which comprise the Esperanza Project, a copy of which has been made available for review by the Purchaser prior to the date of this Agreement and is attached as Schedule “C” of this Agreement; and
- (b) Cordillera Subco and the Vendor are parties to the net smelter return royalty agreement dated July 27th, 2020 pursuant to which Cordillera Subco has granted to the Vendor a 1% net smelter return royalty payable by Cordillera Subco to the Vendor on certain owned mineral tenures and/or concessions described in Schedule “B” of this Agreement which comprise a portion of the Pucarini Project, a copy of which has been made available for review by the Purchaser prior to the date of this Agreement and are attached as Schedule “D” of this Agreement; and

4.4 Acknowledgment of the Vendor

The Vendor hereby acknowledges that for a period of 2 years following the execution of this Agreement, the Vendor shall not acquire, directly or indirectly, any mining concessions within the Pucarini Property Area of Interest outlined in Schedule B.

ARTICLE 5 CONDITIONS OF CLOSING

5.1 Conditions for the Benefit of the Purchaser

The sale and purchase of the Purchased Shares is subject to the satisfaction of, or compliance with, at or before the Closing Time (as defined in Article 6), each of the following conditions, each of which is for the exclusive benefit of the Purchaser and may be waived, in whole or in part, by the Purchaser in its sole discretion:

- (a) all representations and warranties of the Vendor contained in this Agreement will have been true and correct in all material respects on the date of this Agreement and will be true and correct in all material respects at the Closing Time with the same force and effect as if those representations and warranties had been made at and as of that time; and
- (b) the Vendor will have performed or complied with, in all material respects, all obligations and covenants contained in this Agreement to be performed or complied with by it at or before the Closing Time.

5.2 Conditions for the Benefit of the Vendor

The sale and purchase of the Purchased Shares is subject to the satisfaction of, or compliance with, at or before the Closing Time, each of the following conditions, each of which is for the exclusive benefit of the Vendor and may be waived, in whole or in part, by the Vendor in its sole discretion:

- (a) all representations and warranties of the Purchaser contained in this Agreement will have been true and correct in all material respects on the date of this Agreement and will be true and correct in all material respects at the Closing Time with the same force and effect as if those representations and warranties had been made at and as of that time; and
- (b) the Purchaser will have performed or complied with, in all material respects, all obligations and covenants contained in this Agreement to be performed or complied with by it at or prior to the Closing Time.

5.3 Waiver of Conditions

Either party may waive, in whole or in part, at any time by notice in writing to the other party, any condition in Section 5.1 or Section 5.2 that is for its benefit. No waiver by a party of any condition, in whole or in part, will operate as a waiver of any other condition or of that party's rights of termination in the event of non-fulfilment of any other condition, in whole or in part.

ARTICLE 6 CLOSING ARRANGEMENTS

6.1 Date, Place and Time of Closing

The closing of the sale and purchase of the Purchased Shares will take place at __1__ p.m. (Vancouver time) on the 24th of July__, 2020 (the "**Closing Date**", and the time on the Closing Date, the "**Closing Time**") at the offices of **Forte Copper Corp.** or at such other place, on such other date and at such other time as may be agreed upon in writing by the parties.

6.2 Payments and Deliveries at Closing

At the Closing Time, subject to satisfaction of all the conditions in Article 5 that have not been waived in writing by the Purchaser or the Vendor, as applicable:

- (a) the Purchaser shall deliver to the Vendor the Consideration Shares;
- (b) the Vendor shall deliver to the Purchaser share certificates representing the Purchased Shares, duly endorsed in blank for transfer, or accompanied by irrevocable security transfer powers of attorney duly executed in blank;

- (c) the Vendor shall deliver to the Purchaser evidence (in form and substance satisfactory to the Purchaser, acting reasonably) that all necessary steps and proceedings to permit the Purchased Shares to be transferred and assigned to the Purchaser have been taken; and
- (d) the Vendor shall deliver to the Purchaser share certificates representing the Trust Shares duly endorsed in blank for transfer or accompanied by irrevocable security transfer powers of attorney duly executed in blank for the Trust Shares.

ARTICLE 7 TERMINATION

7.1 Termination Rights

- (a) Subject to Section 7.2, this Agreement may be terminated by notice in writing given to the other party at or prior to the Closing Time:
 - (i) by the Purchaser if any of the conditions in Section 5.1 has not been satisfied at the Closing Time, or if it becomes apparent that any such condition cannot be satisfied at or prior to the Closing Time, and the Purchaser has not waived that condition at or prior to the Closing Time; or
 - (ii) by the Vendor if any of the conditions in Section 5.2 has not been satisfied at the Closing Time, or if it becomes apparent that any such condition cannot be satisfied at or prior to the Closing Time, and the Vendor has not waived that condition at or prior to the Closing Time.
- (b) This Agreement may be terminated by mutual written agreement of the Vendor and the Purchaser upon the terms of that agreement.

7.2 Effect of Exercise of Termination Rights

If a party exercises its right of termination under Section 7.1(a), immediately upon the party giving notice as required under Section 7.1(a), the parties will be discharged from any further obligations under this Agreement, except that each party's respective obligations under Section 9.3 and Section 9.4 will continue indefinitely.

ARTICLE 8 SURVIVAL AND INDEMNIFICATION

8.1 Survival of Representations, Warranties and Covenants

- (a) The representations and warranties of each party contained in this Agreement will not merge on and will survive the Closing.
- (b) The covenants of each party contained in this Agreement will survive the Closing and, notwithstanding the Closing, will continue in full force and effect for the benefit of the other party in accordance with the terms of this Agreement.

8.2 Indemnification by the Vendor

- (a) If the sale and purchase of the Purchased Shares is completed, the Vendor shall indemnify and save the Purchaser fully harmless against, and will reimburse it for, any Damages (as defined in Section 8.3) suffered by or asserted against it, directly or indirectly, arising from, in connection with or related to:
 - (i) any incorrectness in or breach of any representation or warranty of the Vendor contained in this Agreement; and
 - (ii) any breach or non-fulfilment of any covenant or obligation on the part of the Vendor contained in this Agreement.

8.3 Recoverable Damages

For the purposes of this Article 8, "**Damages**" means any damages (available at law or in equity), losses, liabilities, claims, debts, charges, fines, penalties, costs or expenses, including the costs and expenses of any legal proceeding, settlement or compromise (including reasonable costs, fees and expenses of legal counsel and accountants), but excluding any contingent liability until it becomes actual and excluding loss of profits and loss or diminution of revenue.

8.4 Notice of Claim for Damages

- (a) If any Damages are suffered by or asserted against the Purchaser, the Purchaser shall promptly notify the Vendor in writing of that claim for Damages. The notice will describe the claim in reasonable detail and indicate, if reasonably practicable, the nature and amount of the potential Damages arising therefrom. Notice to the Vendor in accordance with this Section 8.4(a) will constitute assertion of a claim for indemnification against the Vendor under this Article 8.
- (b) Upon receipt of a notice of claim under Section 8.4(a), the Vendor will then have a period of 90 days within which to respond in writing to that claim. During that period, the Purchaser shall make available to the Vendor the information relied upon by the Purchaser to substantiate its right to be indemnified, together with all other information as may be reasonably requested by the Vendor. If the Vendor does not respond within that 90-day period, the Vendor will be deemed to have rejected that claim and the Purchaser may pursue any remedies available to it.
- (c) Failure by the Purchaser to give timely notice of a claim for Damages will not relieve the Vendor from the obligation to indemnify the Purchaser.

ARTICLE 9 MISCELLANEOUS

9.1 Notices

- (a) Any notice, direction or other communication (in this Section 9.1, a "**notice**") regarding the matters contemplated by this Agreement must be in writing and must be delivered personally, sent by courier or transmitted by electronic mail, as follows:

(i) in the case of the Vendor, at:
GlobeTrotters Resource Group Inc.
20th Floor, 250 Howe Street
Vancouver, British Columbia
V6C 3R8
Email: redacted: personal email

(ii) in the case of the Purchaser, at

Forte Copper Corp
300-1055 W. Hastings Street
Vancouver, BC, V6E 2E9

Email: **redacted: personal email**

- (b) A notice is deemed to be delivered and received (i) if delivered personally, on the date of delivery if delivered prior to 5:00 p.m. (recipient's time) on a Business Day and otherwise on the next Business Day; (ii) if sent by same-day courier, on the date of delivery if delivered prior to 5:00 p.m. (recipient's time) on a Business Day and otherwise on the next Business Day; (iii) if sent by overnight courier, on the next Business Day; or (iv) if transmitted by electronic mail, on the date of delivery if delivered prior to 5:00 p.m. (recipient's time) on a Business Day and otherwise on the next Business Day.
- (c) A party may change its address for service from time to time by notice given in accordance with the foregoing provisions.

9.2 Further Assurances

Each party shall from time to time, before or after the Closing Time, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered all further acts, documents and instruments as may be reasonably necessary or desirable in order to give full effect to this Agreement or any provision of it.

9.3 Costs and Expenses

Unless otherwise specified, each party shall be responsible for all costs and expenses (including the fees and disbursements of legal counsel, bankers, investment bankers, accountants, brokers and other advisors) incurred by it in connection with this Agreement and the transactions contemplated by it.

9.4 Brokers

The Vendor shall indemnify and save harmless the Purchaser and the Peru SubCos from and against any claims whatsoever for any commission, fee or other remuneration payable or alleged to be payable to any broker, agent or other intermediary who purports to act or have acted for the Vendor or the Peru SubCos. The Purchaser shall indemnify and save harmless the Vendor from and against any claims

whatsoever for any commission, fee or other remuneration payable or alleged to be payable to any broker, agent or other intermediary who purports to act or have acted for the Purchaser.

9.5 Waiver of Rights

Any waiver of any of the provisions of this Agreement will be binding only if it is in writing and signed by the party to be bound by it, and only in the specific instance and for the specific purpose for which it has been given. The failure or delay of any party in exercising any right under this Agreement will not operate as a waiver of that right. No single or partial exercise of any right will preclude any other or further exercise of that right or the exercise of any other right, and no waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar).

9.6 Remedies Cumulative

Unless otherwise specified, the rights and remedies of a party under this Agreement are cumulative and in addition to and without prejudice to any other rights or remedies available to that party at law, in equity or otherwise, and unless otherwise specified, no single or partial exercise by a party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that party may be entitled.

9.7 Severability

If any provision of this Agreement or its application to any party or circumstance is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, it will be ineffective only to the extent of its illegality, invalidity or unenforceability without affecting the validity or the enforceability of the remaining provisions of this Agreement and without affecting its application to other parties or circumstances.

9.8 Successors and Assignment

This Agreement will enure to the benefit of and be binding upon the parties and their respective successors but neither this Agreement nor any of the rights or obligations under this Agreement is assignable or transferable by either the Purchaser or the Vendor without the prior written consent of the other party. It is understood and agreed that the Purchaser will have the right to assign all of its interest in this Agreement to a wholly-owned subsidiary to be incorporated in accordance with the laws of the Republic of Peru.

9.9 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated by this Agreement and supersedes all other understandings, agreements, representations (including misrepresentations, negligent or otherwise), negotiations, communications and discussions, written or oral, made by the parties with respect thereto. There are no representations, warranties, terms, conditions, covenants or other understandings, express or implied, collateral, statutory or otherwise, between the parties, except as expressly stated in this Agreement. The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

9.10 Governing Law; Attornment

This Agreement will be construed, interpreted and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each party irrevocably attorns and submits to the exclusive jurisdiction of the courts of the Province of British Columbia.

9.11 Counterparts and Electronic Delivery

This Agreement may be executed in any number of counterparts (including counterparts by facsimile), each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery by electronic transmission of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

[SIGNATURE PAGE FOLLOWS]

THIS AGREEMENT has been executed by the Parties as of the date first written above.

GlobeTrotters Resource Group Inc.

By "Richard Osmond"

Name: Richard Osmond
Title: President

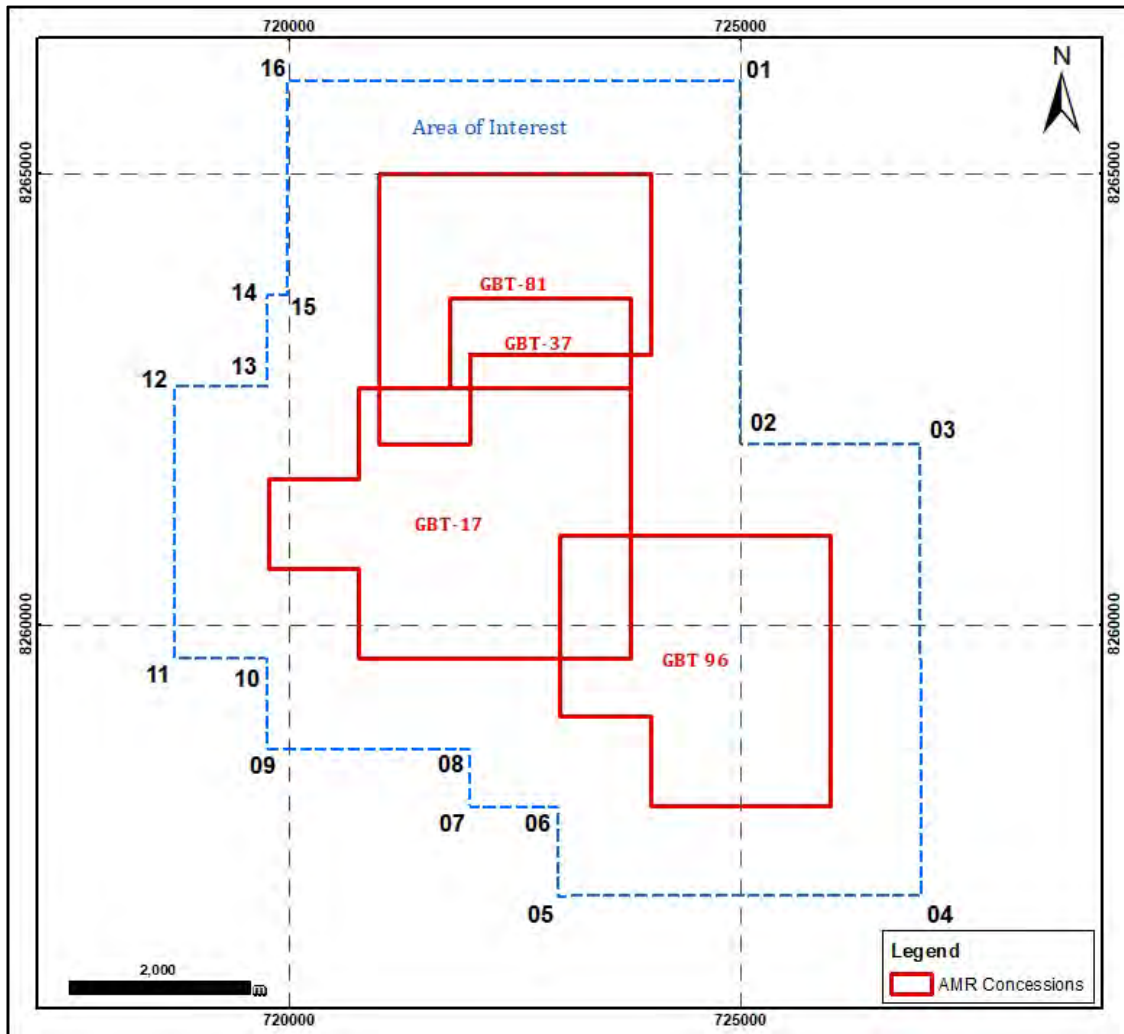
Forte Copper Corp.

By "Patrick Elliott"

Name: Patrick Elliott
Title: President and CEO

[Share Purchase Agreement (Forte Copper / GlobeTrotters)]

Schedule "A"
Esperanza Mineral Tenures/Concessions and Area of Interest



ESPERANZA PROPERTY "AREA OF INTEREST (AOI)" VERTICES:

V01: N8,266,000.00 E725,000.00	V09: N8,258,630.00 E719,755.00
V02: N8,262,000.00 E725,000.00	V10: N8,259,630.00 E719,755.00
V03: N8,262,000.00 E727,000.00	V11: N8,259,630.00 E718,730.00
V04: N8,257,000.00 E727,000.00	V12: N8,262,650.00 E718,730.00
V05: N8,257,000.00 E723,000.00	V13: N8,262,650.00 E719,750.00
V06: N8,258,000.00 E723,000.00	V14: N8,263,660.00 E719,750.00
V07: N8,258,000.00 E722,000.00	V15: N8,263,660.00 E720,000.00
V08: N8,258,630.00 E722,000.00	V16: N8,266,000.00 E720,000.00

LOCATION.

District: Yanaquihua
Province: Condesuyos
Departament: Arequipa
Sheet: Chuquibamba 32-q
Datum: WGS84 **Zone:** 18s

AMARU RESOURCES PROPERTIES:

VERTICES OF CONCESSIONS - DATUM WGS84 ZONE 18s

GBT-17. CODIGO: 010149313

V01: N8,262,629.65	E723,775.85	V05: N8,260,629.64	E719,775.98
V02: N8,259,629.64	E723,775.93	V06: N8,261,629.64	E719,775.95
V03: N8,259,629.64	E720,775.99	V07: N8,261,629.65	E720,775.93
V04: N8,260,629.64	E720,775.96	V08: N8,262,629.65	E720,775.90

GBT-37. CODIGO: 010102214

V01: N8,263,629.66	E723,775.82	V03: N8,262,629.65	E721,775.88
V02: N8,262,629.65	E723,775.85	V04: N8,263,629.65	E721,775.86

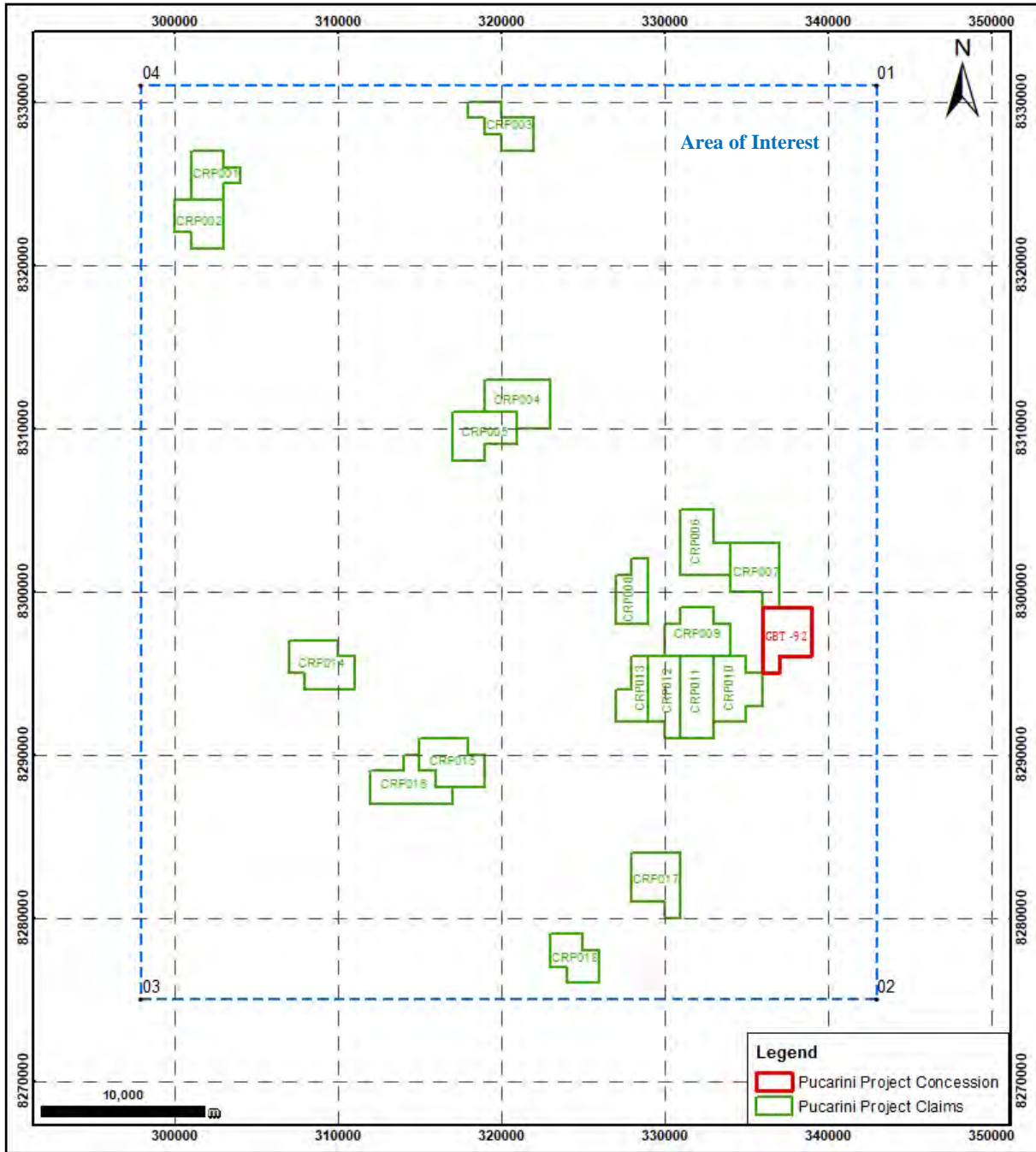
GBT-81. CODIGO: 010117617

V01: N8,265,000.00	E724,000.00	V04: N8,262,000.00	E722,000.00
V02: N8,263,000.00	E724,000.00	V05: N8,262,000.00	E721,000.00
V03: N8,263,000.00	E722,000.00	V06: N8,265,000.00	E721,000.00

GBT96. CODIGO: 010276517

V01: N8,261,000.00	E726,000.00	V04: N8,259,000.00	E724,000.00
V02: N8,258,000.00	E726,000.00	V05: N8,259,000.00	E723,000.00
V03: N8,258,000.00	E724,000.00	V06: N8,261,000.00	E723,000.00

Schedule "B"
Pucarini Mineral Tenures/Concessions and Area of Interest



PUCARINI PROPERTY "AREA OF INTEREST (AOI)" VERTICES:

V01: N 8,331,000.00	E 343,000.00	V03: N 8,275,000.00	E 298,000.00
V02: N 8,275,000.00	E 343,000.00	V04: N 8,331,000.00	E 298,000.00

LOCATION.

District: Lampa / Palca
Province: Lampa / Lampa
Departament: Puno / Puno
Sheet: Ucuviri 31-U
Datum: WGS84, Zone 19s

CORDILLERA RESOURCES PERU PROPERTY:

VERTICES OF CONCESSION, DATUM WGS84 ZONE 19s

GBT-92. CODIGO: 010151217

V01: N 8,299,000.00	E 339,000.00	V04: N 8,295,000.00	E 337,000.00
V02: N 8,296,000.00	E 339,000.00	V05: N 8,295,000.00	E 336,000.00
V03: N 8,296,000.00	E 337,000.00	V06: N 8,299,000.00	E 336,000.00

CORDILLERA RESOURCES PERU PROPERTY:

VERTICES OF CLAIMS, DATUM WGS84 ZONE 19s

CRP001

V01: N 8,327,000.00	E 303,000.00	V05: N 8,325,000.00	E 303,000.00
V02: N 8,326,000.00	E 303,000.00	V06: N 8,324,000.00	E 303,000.00
V03: N 8,326,000.00	E 304,000.00	V07: N 8,324,000.00	E 301,000.00
V04: N 8,325,000.00	E 304,000.00	V08: N 8,327,000.00	E 301,000.00

CRP002

V01: N 8,324,000.00	E 303,000.00	V04: N 8,322,000.00	E 301,000.00
V02: N 8,321,000.00	E 303,000.00	V05: N 8,322,000.00	E 300,000.00
V03: N 8,321,000.00	E 301,000.00	V06: N 8,324,000.00	E 300,000.00

CRP003

V01: N 8,330,000.00	E 320,000.00	V06: N 8,328,000.00	E 320,000.00
V02: N 8,329,000.00	E 320,000.00	V07: N 8,328,000.00	E 319,000.00
V03: N 8,329,000.00	E 322,000.00	V08: N 8,329,000.00	E 319,000.00
V04: N 8,327,000.00	E 322,000.00	V09: N 8,329,000.00	E 318,000.00
V05: N 8,327,000.00	E 320,000.00	V10: N 8,330,000.00	E 318,000.00

CRP004

V01: N 8,313,000.00	E 323,000.00	V04: N 8,311,000.00	E 321,000.00
V02: N 8,310,000.00	E 323,000.00	V05: N 8,311,000.00	E 319,000.00
V03: N 8,310,000.00	E 321,000.00	V06: N 8,313,000.00	E 319,000.00

CRP005

V01: N 8,311,000.00	E 321,000.00	V04: N 8,308,000.00	E 319,000.00
V02: N 8,309,000.00	E 321,000.00	V05: N 8,308,000.00	E 317,000.00
V03: N 8,309,000.00	E 319,000.00	V06: N 8,311,000.00	E 317,000.00

CRP006

V01: N 8,305,000.00	E 333,000.00	V04: N 8,301,000.00	E 334,000.00
V02: N 8,303,000.00	E 333,000.00	V05: N 8,301,000.00	E 331,000.00
V03: N 8,303,000.00	E 334,000.00	V06: N 8,305,000.00	E 331,000.00

CRP007

V01: N 8,303,000.00	E 337,000.00	V04: N 8,300,000.00	E 336,000.00
V02: N 8,299,000.00	E 337,000.00	V05: N 8,300,000.00	E 334,000.00
V03: N 8,299,000.00	E 336,000.00	V06: N 8,303,000.00	E 334,000.00

CRP008

V01: N 8,302,000.00	E 329,000.00	V04: N 8,301,000.00	E 327,000.00
V02: N 8,298,000.00	E 329,000.00	V05: N 8,301,000.00	E 328,000.00
V03: N 8,298,000.00	E 327,000.00	V06: N 8,302,000.00	E 328,000.00

CRP009

V01: N 8,299,000.00	E 333,000.00	V05: N 8,296,000.00	E 330,000.00
V02: N 8,298,000.00	E 333,000.00	V06: N 8,298,000.00	E 330,000.00
V03: N 8,298,000.00	E 334,000.00	V07: N 8,298,000.00	E 331,000.00
V04: N 8,296,000.00	E 334,000.00	V08: N 8,299,000.00	E 331,000.00

CRP010

V01: N 8,296,000.00	E 335,000.00	V05: N 8,293,000.00	E 335,000.00
V02: N 8,295,000.00	E 335,000.00	V06: N 8,292,000.00	E 335,000.00
V03: N 8,295,000.00	E 336,000.00	V07: N 8,292,000.00	E 333,000.00
V04: N 8,293,000.00	E 336,000.00	V08: N 8,296,000.00	E 333,000.00

CRP011

V01: N 8,296,000.00	E 333,000.00	V03: N 8,291,000.00	E 331,000.00
V02: N 8,291,000.00	E 333,000.00	V04: N 8,295,000.00	E 331,000.00

CRP012

V01: N 8,296,000.00	E 331,000.00	V04: N 8,291,000.00	E 330,000.00
V02: N 8,291,000.00	E 331,000.00	V05: N 8,291,000.00	E 329,000.00
V03: N 8,291,000.00	E 330,000.00	V06: N 8,296,000.00	E 329,000.00

CRP013

V01: N 8,296,000.00	E 329,000.00	V04: N 8,294,000.00	E 327,000.00
V02: N 8,292,000.00	E 329,000.00	V05: N 8,294,000.00	E 328,000.00
V03: N 8,292,000.00	E 327,000.00	V06: N 8,296,000.00	E 328,000.00

CRP014

V01: N 8,297,000.00	E 310,000.00	V05: N 8,294,000.00	E 308,000.00
V02: N 8,296,000.00	E 310,000.00	V06: N 8,295,000.00	E 308,000.00
V03: N 8,296,000.00	E 311,000.00	V07: N 8,295,000.00	E 307,000.00
V04: N 8,294,000.00	E 311,000.00	V08: N 8,297,000.00	E 307,000.00

CRP015

V01: N 8,291,000.00	E 318,000.00	V05: N 8,288,000.00	E 316,000.00
V02: N 8,290,000.00	E 318,000.00	V06: N 8,289,000.00	E 316,000.00
V03: N 8,290,000.00	E 319,000.00	V07: N 8,289,000.00	E 315,000.00
V04: N 8,288,000.00	E 319,000.00	V08: N 8,291,000.00	E 315,000.00

CRP016

V01: N 8,290,000.00	E 315,000.00	V06: N 8,287,000.00	E 317,000.00
V02: N 8,289,000.00	E 315,000.00	V07: N 8,287,000.00	E 312,000.00
V03: N 8,289,000.00	E 316,000.00	V08: N 8,289,000.00	E 312,000.00
V04: N 8,288,000.00	E 316,000.00	V09: N 8,289,000.00	E 314,000.00
V05: N 8,288,000.00	E 317,000.00	V10: N 8,290,000.00	E 314,000.00

CRP017**V01: N 8,284,000.00 E 331,000.00****V02: N 8,280,000.00 E 331,000.00****V03: N 8,280,000.00 E 330,000.00****V04: N 8,281,000.00 E 330,000.00****V05: N 8,281,000.00 E 328,000.00****V06: N 8,284,000.00 E 328,000.00****CRP018****V01: N 8,279,000.00 E 325,000.00****V02: N 8,278,000.00 E 325,000.00****V03: N 8,278,000.00 E 326,000.00****V04: N 8,276,000.00 E 326,000.00****V05: N 8,276,000.00 E 324,000.00****V06: N 8,277,000.00 E 324,000.00****V07: N 8,277,000.00 E 323,000.00****V08: N 8,279,000.00 E 323,000.00**

Schedule "C"
Esperanza NSR Royalty Agreement

See attached.

Schedule "D"
Pucarini NSR Royalty Agreement

See attached.

Schedule "E"
Declaration of Deemed Trust and Agent Agreement (Amaru Resources S.A.C.)

See attached.

Schedule "F"

Declaration of Deemed Trust and Agent Agreement (Cordillera Resources S.A.C.)

See attached.