MERGER AGREEMENT

-between-

FIVE STAR DIAMONDS LIMITED

-and-

TURQUOISE CAPITAL CORP.

September 9, 2016

PETERSON MCVICAR LLP

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MERGER AGREEMENT

THIS AGREEMENT dated as of the 9th day of September, 2016

B E T W E E N:

FIVE STAR DIAMONDS LIMITED, a company incorporated under the laws of the British Virgin Islands,

(hereinafter referred to as "**FSDL**")

– and –

TURQUOISE CAPITAL CORP., a corporation incorporated under the laws of Province of British Columbia,

(hereinafter referred to as "**TCC**")

WHEREAS TCC is a reporting issuer in the provinces of British Columbia, Alberta and Ontario whose common shares are listed on the NEX board of the TSX Venture Exchange (the "**TSXV**");

AND WHEREAS TCC desires to acquire all of the issued and outstanding shares of FSDL by means of a three-cornered merger among FSDL, TCC and a wholly-owned subsidiary of TCC to be incorporated as TCC's "Qualifying Transaction" pursuant to TSXV Policy 2.4 – Capital Pool Companies;

AND WHEREAS the Parties hereto intend to carry out the proposed merger under the provisions of the *BVI Business Companies Act, 2004*;

AND WHEREAS the board of directors of each of the Parties hereto has approved the terms of the plan of merger and the entering into of this Agreement;

NOW THEREFORE in consideration of the premises and mutual covenants set out in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following words and terms shall have the meanings ascribed to them below:

"**Affiliate**" shall have the meaning attributed to it under the BC Act;

"**Agreement**" means this Agreement, including the Schedules to this Agreement, as it or they may be amended or supplemented from time to time, and the expressions "**hereof**", "**herein**", "**hereto**", "**hereunder**", "**hereby**" and similar expressions refer to this Agreement and not to any particular Section or other portion of this Agreement;

"**Alternative Transaction**" has the meaning given to it in Section 4.8;

"**Articles of** Merger" means the articles of merger to be jointly filed by the Parties with the Registrar to give effect to the Merger;

"**BC Act**" means the *Securities Act* (British Columbia);

"**Books and Records**" means, with respect to any Person, the books, records and minute books of such Person;

"**Business Day**" means any day other than a Saturday, Sunday or holiday in Canada or in the British Virgin Islands and/or a day on which banks are not open for business in Vancouver, British Columbia or Road Town, British Virgin Islands;

"**BVI Act**" means the *BVI Business Companies Act, 2004*, as amended;

"**BVI Securities Laws**" means the BVI Securities and Investment Business Act, 2010 and any ancillary regulations or legislation, each as amended from time to time;

"**Canadian Jurisdictions**" mean the Provinces of British Columbia, Alberta and Ontario;

"**Canadian Securities Laws**" means (a) the BC Act and the equivalent legislation in each of the other Canadian Jurisdictions; (b) the rules, regulations, instruments and policies adopted by the securities regulatory authority in each of the Canadian Jurisdictions; (c) the TSXV Corporate Finance Manual; and (c) the TSX Company Manual, each as amended from time to time;

"**Certificate of Merger**" means the certificate of merger issued by the Registrar evidencing compliance with all requirements of the BVI Act in respect of the Merger;

"**Closing**" means the completion of the Merger and the other transactions contemplated herein;

"**Consideration Shares**" means the TCC Shares to be issued to FSDL Shareholders pursuant to the terms of the Merger;

"**Dissent Right**" means the rights of dissent in respect of the Merger in accordance with the BVI Act;

"**Effective Date**" means the date on which the Certificate of Merger is obtained from the Registrar;

"**Effective Time**" means 12:01 a.m. (Eastern Standard Time) on the Effective Date;

"**Encumbrance**" means any mortgage, charge, pledge, assignment by way of security, security interest, royalty or profit sharing interest or any other adverse claim of any kind whatsoever;

"**Environment**" includes the air (including all layers of the atmosphere), land (including soil, sediment deposited on land, fill, and lands submerged under water), and water (including oceans, lakes, rivers, streams, groundwater, and surface water);

"**Environmental Laws**" means all laws relating in any way to the Environment, environmental assessment, health, occupational health and safety, or the use, purchase, storage, treatment, transportation or disposal of contaminants;

“**Environmental Permits**” means all permits or program participation requirements with or from any Governmental Authority under any Environmental Laws;

“**FSDL Consent Resolution**” means the consent resolution, signed by the holders of the specified percentage of FSDL Shares, approving the Merger and the other transactions contemplated by this Agreement;

“**FSDL Group**” means FSDL and the FSDL Subsidiaries;

“**FSDL Shareholders**” mean registered holders of FSDL Shares;

“**FSDL Shares**” means ordinary shares in FSDL;

“**FSDL Subsidiaries**” means, together, Five Star Mineraçao Ltda. And FSD Brazil Limited;

“**Governmental Authority**” means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, court, board, tribunal, dispute settlement panel or body or other law, rule or regulation-making entity (i) having or purporting to have jurisdiction on behalf of any nation, province, state or other geographic or political subdivision thereof or (ii) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;

“**IFRS**” means the standards and interpretations adopted by the International Financial Reporting Standards as adopted by the Canadian Institute of Chartered Accountants, as amended from time to time, applied on a consistent basis;

“**Information Brochure**” has the meaning given to it in Section 2.7(b);

“**Law**” or “**Laws**” means all:

(a) laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, statutory rules, principles of law, published policies or guidelines;

(b) judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings, decrees or awards, including general principles of common and civil law; and

(c) terms and conditions of any grant of approval, permission, authority or licence of any Governmental Authority,

domestic or foreign, and the term “**Applicable**” with respect to such Laws and in a context that refers to one or more persons, means that such Laws apply to such person or persons or its or their business, undertaking, property, assets or securities and emanate from a Governmental Authority having jurisdiction over the person or persons or its or their business, undertaking, property, assets or securities;

“**Materially Adverse**” means, with respect to a Person, any change, condition, event or occurrence which, when considered either individually or together with all other changes, conditions, events or occurrences, could reasonably be expected to materially and adversely affect the financial condition, results of operations, business, assets, capital or prospects of that Person taken as a whole, or that would prevent or materially impede the completion of the Merger, except any change, effect, event or occurrence resulting from or relating to: (a) the public announcement of the execution of this Agreement or the transactions contemplated hereby or the performance of any obligation hereunder; (b) any change in applicable Laws or in the interpretation thereof by any Governmental Authority provided that it does not relate primarily only to that person and does not have a materially disproportionate effect on such person relative to comparable mining companies; (c) any natural disaster provided that it does not have a materially disproportionate affect on such person relative to comparable mining companies; (d) changes affecting the mining industry generally or the price of diamonds, provided that such changes do not have a materially disproportionate effect on such Party relative to comparable mining companies; (e) general economic, financial, currency exchange, securities or commodity market conditions; or (f) any act of terrorism or outbreak or escalation of hostilities or armed conflict;

"Mergco" means the company to be named [FSDL Holdings Inc.] resulting from the merger of FSDL and TCC Subco;

"**Mergco Shares**" means ordinary shares in Mergco;

"**Merger**" means the merger under the provisions of Section 170 of the BVI Act on the terms and conditions set forth in the Plan of Merger, subject to any amendment or supplement thereof made in accordance therewith;

"**Merger Resolution**" means the resolution(s) approving the merger to be passed by the FSDL Shareholders and the TCC Subco Shareholder;

"**Mineral Rights**" means all rights, whether contractual or otherwise, for the exploration for or exploitation or extraction of mineral resources and reserves together with surface rights, water rights, royalty interests, fee interests, joint venture interests and other leases, right of way and enurements related to such rights including those set forth in Schedule "C";

"Name Change" means the change in the name of TCC to "Five Star Diamonds Ltd." or such other name as the board of directors of FSDL approves and is acceptable to the applicable regulatory authorities;

"**Outside Date**" means December 31, 2016 or such later date as FSDL and TCC may agree;

"**Party**" means a party to this Agreement and any reference to a Party includes its successors and permitted assigns; and "**Parties**" means every Party;

"**Person**" includes any individual, natural person, firm, corporation, body corporate (including a business trust), partnership (whether general or limited), joint stock company, trust, unincorporated organization, society, joint venture or any other entity recognized by law in any jurisdiction and includes any Governmental Authority;

"**Plan of Merger**" means the plan of merger among the Parties with respect to the Merger substantially in the form of Schedule "A" attached hereto;

"**Principal Listing Document**" means the principal listing document to be prepared by FSDL in accordance with the requirements of the TSX in respect of the application to list the TCC Shares, including the Consideration Shares, on the TSX following completion of the Merger;

"**Registrar**" means the Registrar of Corporate Affairs appointed under Section 229 of the BVI Act;

"**Securities Laws**" means the Canadian Securities Laws and the BVI Securities Laws, as applicable;

"**Stock Option Plan**" means the current stock option plan of TCC;

"**Subsidiaries**" means, in respect of a Person, each of the corporate entities, partnerships and other entities over which it exercises direction or control;

"**Taxes**" means all taxes, fees, imports, assessments or charges of any kind whatsoever and however denominated, including any interest, penalties or other additions that may become payable in respect thereof, imposed by any Governmental Authority, which a Party or any of its Subsidiaries is required to pay, withhold or collect;

"**TCC Private Placement**" means private placement of TCC Shares at a minimum price of $0.30 per share for minimum aggregate gross proceeds of $500,000.

"**TCC Shares**" means common shares in TCC;

"**TCC Shareholder**" means a registered holder of TCC Shares;

"**TCC Subco**" means a company to be incorporated under the BVI Act as a wholly-owned subsidiary of TCC for the purposes of completing the Merger;

"**TCC Subco Consent Resolution**" means the consent resolution, signed by the holders of the specified percentage of TCC Subco Shares, approving the Merger and the other transactions contemplated by this Agreement;

"**TCC Subco Shareholder**" means TCC, the sole registered holder of TCC Subco Shares;

"**TCC Subco Shares**" means ordinary shares in TCC Subco;

"**TCC Option**" means stock options issued by TCC under the terms of the Stock Option Plan;

"**TSX**" means the Toronto Stock Exchange;

"**TSXV**" means the TSX Venture Exchange;

"**United States**" means the United States of America, its territories and possessions, any State of the United States and the District of Columbia;

"U.S. Exchange Act" means the *United States Securities Exchange Act of 1934*, as the same has been and hereafter from time to time may be amended; and

"U.S. Securities Act" means the *United States Securities Act of 1933*, as the same has been and hereafter from time to time may be amended.

1.2 Certain Rules of Interpretation

In this Agreement:

(a) Consent. Whenever a provision of this Agreement requires an approval or consent and such approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.

(b) No Strict Construction. The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party

(c) Number and Gender. Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

(d) Section References and Headings. References to “Article” or “Section” herein mean the specified Article or Section of this Agreement. The captions and headings of this Agreement are for convenience only and do not affect, limit or amplify the provisions hereof.

(e) Statutory References. A reference to a statute includes all regulations made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends, supplements or supersedes any such statute or any such regulation.

(f) Time. Time is of the essence in the performance of the Parties' respective obligations.

(g) Time Periods. Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day if the last day of the period is not a Business Day.

1.3 Currency

Unless specifically noted otherwise, all amounts in this Agreement referred to by “$” or references to “Dollars” means the lawful currency of Canada.

1.4 Knowledge

Any reference to “knowledge” of any Party shall mean to the best of the knowledge, information and belief of such Party after reviewing all relevant records and making reasonable inquiries regarding the relevant matter with all relevant directors, officers or employees of the Party and its Affiliates.

1.5 Schedules

The following Schedules are attached to and form an integral part of this Agreement:

Schedule “A”	-	Plan of Merger
Schedule “B”	-	Articles of Merger

ARTICLE 2
THE MERGER

2.1 Merger

The Parties agree to carry out the Merger substantially on the terms as set forth in the Plan of Merger attached as Schedule “A” hereto, subject to such changes as may be mutually agreed to by the Parties.

2.2 FSDL Shareholder Approval

(a) On or before the Effective Date, FSDL shall seek the consent of holders of a majority of the outstanding FSDL Shares to the Merger and shall obtain the FSDL Consent Resolution, and TCC shall provide commercially reasonable cooperation to FSDL in respect of this matter.

(b) FSDL shall prepare and provide to FSDL Shareholders an information brochure (the “**Information Brochure**”) containing the information required under the BVI Act to be provided to FSDL Shareholders in connection with approval by the FSDL Shareholders of the Merger pursuant to the FSDL Consent Resolution.

(c) FSDL agrees to recommend to its shareholders that they approve the Merger and the other transactions contemplated by this Agreement and to use commercially reasonable efforts to solicit its shareholders to sign the FSDL Consent Resolution.

2.3 TCC Subco Shareholder Approval

On or before the Effective Date, TCC, as sole shareholder of TCC Subco, shall convene a meeting of the board of directors of TCC to consider and approve the Merger, and shall, on or before the Effective Date, execute and deliver the TCC Subco Consent Resolution.

2.4 Completion of Merger

Upon the satisfaction or waiver of the conditions herein contained in favour of each Party, FSDL shall immediately deliver to the Registrar the Articles of Merger and such other documents as may be required to give effect to the Merger, and shall obtain the Certificate of Merger. The Merger shall become effective at the Effective Time on the Effective Date.

2.5 Issue of Consideration Shares

TCC will, following the approval of the Merger Resolution by the FSDL Consent Resolution and the TCC Subco Consent Resolution, and prior to the Effective Time, ensure that sufficient Consideration Shares have been issued or approved for issuance in order to satisfy the aggregate consideration pursuant to the Merger.

2.6 Preparation of Filings

In furtherance of completing the Merger, the Parties shall work together to make relevant filings with and applications to the TSXV for approval of the Transaction and the TSX for the approval of the listing of the TCC Shares, including the Consideration Shares, on the TSX immediately following the Effective Date and any other orders, registrations, consents, filings, rulings, exemptions, no-action letters and approvals and the preparation of any documents reasonably deemed by any Party to be necessary to discharge its respective obligations or otherwise advisable under Applicable Laws in connection with this Agreement or the Plan of Merger.

2.7 Principal Listing Document

(a) FSDL shall prepare, with the assistance of TCC, the Principal Listing Document in compliance in all material respects with applicable Securities Laws, and, without limiting the generality of the foregoing, that the Principal Listing Document will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made.

(b) TCC shall provide to FSDL all information relating to TCC required to be included in the Principal Listing Document, including any financial statements. TCC shall ensure that no such information will include any untrue statement of a material fact or omit to state a material fact required to be stated in order to make any information so furnished or any information concerning TCC not misleading in light of the circumstances in which it is disclosed.

2.8 Compliance with Laws

The Parties shall cause the Merger and the other transactions contemplated by this Agreement to be implemented in compliance with all Applicable Laws, including applicable Securities Laws, to the extent applicable to it.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of TCC

TCC hereby represents and warrants to FSDL, and acknowledges that FSDL is relying upon such representations and warranties in connection with entering into this Agreement and agreeing to complete the Merger, as follows:

(a) **Organization and Qualification.** TCC is duly incorporated or organized under the laws of the jurisdiction of its incorporation or organization, is validly existing and has full corporate power and authority to own its property and conduct its business as presently owned and conducted.

(b) **Capitalization**

(i) The authorized capital of TCC consists of an unlimited number of common shares, of which 6,489,774 common shares are issued and outstanding as fully paid and non-assessable. Other than 200,000 outstanding TCC Options exercisable at a price of $0.10 per share until July 3, 2018, there are no options, warrants, conversion privileges, calls or other rights, agreements, arrangements, commitments or obligations of TCC to issue or sell any securities of TCC or securities or obligations of any kind convertible into or exchangeable for any securities of TCC or any other Person, nor are there outstanding any stock appreciation rights, phantom equity or similar rights, agreements, arrangements or commitments based upon the book value, income or any other attribute of TCC.

(c) **Authority Relative to this Agreement.** TCC has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by TCC and the performance of its obligations hereunder, including the issuance by TCC of the Consideration Shares, have been duly authorized by its board of directors and, except for obtaining the approval of the TCC Subco Shareholder pursuant to the TCC Subco Consent Resolution, no other corporate proceedings are necessary to authorize the execution, delivery and performance of this Agreement, except as may be required by any Governmental Authority or the applicable Securities Laws. This Agreement has been duly executed and delivered by TCC and constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency and laws affecting the rights of creditors and others and to the extent that equitable remedies are only available in the discretion of the court from which they are sought. The execution and delivery by TCC of this Agreement and performance by it of its obligations hereunder will not result in:

(i) a material violation or breach of any provision of or constitute a material default (or an event that with notice or lapse of time or both would become a material default) under,

(A) its notice of articles and articles of incorporation or memorandum and articles of association (as applicable),

(B) any applicable law or, to the knowledge of such Party, any regulation, order, judgment or decree (subject to obtaining the consents referred to below), or

(C) any agreement, arrangement or understanding to which it is a party or by which it or its properties is bound or affected (subject to obtaining necessary consents and approvals of relevant parties thereto),

(ii) the imposition of any Encumbrance upon any of its assets.

Except for the approval of the TSXV and the TSX and the filings of the Articles of Merger, no authorization, consent or approval of, or filing with, any Governmental Authority is necessary for the consummation by TCC of its obligations under this Agreement, except for such authorizations, consents, approvals and filings as to which the failure by any party to obtain or make would not, individually or in the aggregate, prevent or materially delay the consummation of the Merger.

(d) **Disclosure Documents.** Each of the management proxy circulars and other documents filed by TCC (collectively, the "**Company Reports**") with the security regulatory authorities in the Canadian Jurisdictions, are, as of their respective dates, in compliance in all material respects with applicable Securities Laws. The Company Reports constitute all of the documents filed or required to be filed by TCC with the Ontario Securities Commission. The information in respect of TCC provided by TCC to include in the Principal Listing Document will be in compliance in all material respects with applicable Securities Laws and will not as at such date contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading.

(e) **Financial Statements and Disclosure Documents.** The audited annual financial statements of TCC for and as at the years ended November 30, 2015 and 2014 and the interim financial statements of TCC for and as at the interim periods ended May 31 29, 2016 and May 31, 2015 have been prepared in accordance with IFRS applied on a consistent basis and fairly present the financial positions of TCC as at the respective dates thereof and the results of the operations and cash flows for the periods indicated therein and are consistent with the Books and Records of TCC.

(f) **Liabilities.** TCC does not and TCC Subco will not have any liabilities, obligations or indebtedness (including without limitation, any liability for Taxes), whether accrued, absolute, contingent or otherwise, which are not disclosed or referred to in the financial statements described in paragraph 3.1(e), nor have they incurred any indebtedness or liability for money borrowed or credit advanced which is not disclosed on or reflected in the financial statements described in paragraph 3.1(e), other than accounts payable for third party services (including legal fees and disbursements) rendered in connection with the Merger and the cost of any terminations referred to in Section 5.2(k), which shall not exceed, in the aggregate, $10,000 as at the Closing Date.

(g) **Absence of Certain Changes or Events.** Since its incorporation, except as has been publicly disclosed in documents filed with the security regulatory authorities in the Canadian Jurisdictions, disclosed to FSDL in writing or as contemplated by this Agreement:

(i) except in connection with the Merger, TCC has not conducted any business;

(ii) TCC has not declared or made any distributions (in cash, securities or other property) to security holders and has not entered into any agreement, disposed of any of its assets, or incurred any indebtedness; and

(iii) there has not been any change, condition, event or occurrence that individually or in the aggregate, has been, or could reasonably be expected to be, Materially Adverse to TCC.

(h) **Books and Records.** The Books and Records of TCC, all of which have been made available to FSDL, fairly and correctly set out and disclose in all material respects and in accordance with IFRS consistently applied, the results and the financial position of TCC, and all financial transactions relating to TCC have been accurately recorded in such Books and Records in all material respects. The books of account and accounting records maintained by TCC have been kept in accordance with IFRS, consistently applied and there has been no change in the accounting policies applied by TCC and the financial records thereof. The minute books of TCC are complete and accurate in all material respects and all signatures included therein are the genuine signatures of the persons whose signatures are required.

(i) **Litigation.** There are no claims, actions, proceedings, suits, investigations or reviews pending or, to the best of the knowledge of TCC, threatened in writing against TCC.

(j) **No Material Adverse Judgment, Order or Decree.** TCC is not the subject of any judgment, order or decree.

(k) **Restrictions on Business Activities.** There are no agreements, arrangements, commitments, understandings, judgments, orders, warrants, writs, injunctions or decrees binding upon TCC that has or could have the effect of prohibiting or materially restricting or impairing any business practice of TCC, any acquisition of property or assets by TCC or the conduct of business by TCC as currently conducted, other than any such agreements, arrangements, commitments, understandings, judgments, orders, awards, writs, injunctions or decrees which would not, individually or in the aggregate, be Materially Adverse to TCC.

(l) **Compliance.** Except for any conflicts, defaults or violations that could not, individually or in the aggregate (taking into account the impact of any cross-defaults), reasonably be expected to be Materially Adverse to TCC, TCC is not in conflict with, or in default (including cross defaults) under or in violation of:

(i) its articles or by-laws or equivalent incorporation and organizational documents;

(ii) any law, rule, regulation, order, permit, judgment or decree (including those relating to environmental matters) applicable to it, or by which any of its properties is bound or affected, including Applicable Laws; or

(iii) any agreement, arrangement or understanding of it or by which any of its properties is bound or affected.

(m) **Compliance with Law.** Since its incorporation, TCC has been in compliance with applicable laws, regulations and ordinances of all authorities having jurisdiction.

(n) **Assets.** As of the date hereof and subject to the proposed incorporation of TCC Subco, TCC has no Subsidiaries and no material assets.

(o) **Reporting Issuer.** TCC is a reporting issuer under the Securities Laws of each of the Canadian Jurisdictions and is not in default of any requirement of such Securities Laws. No order ceasing or suspending trading in securities of TCC or prohibiting the transactions contemplated hereby has been issued and no proceedings for such purpose are pending or have been threatened against TCC.

(p) **Tax Matters.** TCC has correctly prepared and duly and timely filed all tax returns required to be filed by it (except if not yet due), has paid all Taxes that are imposed under any laws or by any relevant taxing authority that are due and payable and has made adequate provision in the financial statements referred to in paragraph 3.1(e) for the payment of all Taxes not then due and payable. TCC has made adequate and timely installments of the Taxes for the taxation period ending on or immediately before the Effective Date and all tax returns filed by it have been duly and accurately completed as required by applicable law. With respect to any taxation period up to and including the Effective Date for which tax returns have not yet been filed or for which Taxes are not yet due and payable, TCC has only incurred liabilities for Taxes in the ordinary course of its business. All tax returns with respect to TCC will have been filed and, except as disclosed in writing to FSDL, there are no outstanding waivers of any limitation periods or agreements providing for an extension of time for the filing of any tax return or the payment of any Tax. TCC is not subject to any assessments, levies, penalties or interest with respect to Taxes that will result in any liability on its part in respect of any period ending on or before the Effective Date in excess of the amount provided for, and reserved against, in the financial statements referred to in paragraph 3.1(e).

(q) **Bankruptcy.** TCC has not proposed a compromise or arrangement to its creditors generally, had any petition for a receiving order in bankruptcy filed against it, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to have itself declared bankrupt or wound-up, taken any proceeding to have a receiver appointed over any part of its assets, had any encumbrancer take possession of any of its property, or had any execution or distress become enforceable or become levied upon any of its property.

(r) **TSXV Policies**. TCC is in material compliance with all policies and requirements of the NEX board of the TSXV and Policy 2.4 of the TSXV, and has not carried on any business or activities except as permitted thereby.

(s) **Shareholder Approval**. To the best of TCC's knowledge, none of the Non-Arm's Length Parties to TCC (as defined for the purposes of the TSXV policies) have any direct or indirect interest in FSDL or its assets, or any other relationship which would result in the Merger requiring approval by TCC's shareholders under the policies of the TSXV.

(t) **TSXV Listing**. The TCC Shares are listed for trading on the NEX board of the TSXV under the trading symbol "TQC.H".

(u) **U.S. Securities Law.** TCC is a foreign private issuer as defined in Rule 405 under the U.S. Securities Act, does not have a class of securities registered or required to be registered under Section 12 of the U.S. Exchange Act, and does not report or have an obligation to report pursuant to Section 15(d) of the U.S. Exchange Act.

(v) **Full Disclosure.** None of the foregoing representations and warranties and no document furnished by or on behalf of TCC to FSDL in connection with the negotiation of the transactions contemplated by this Agreement contain any untrue statement of a material fact or omit to state any material fact necessary to make any such statement or representation not misleading to a prospective purchaser of securities of TCC seeking full information as to TCC and its properties, business and affairs. Except for those matters disclosed in this Agreement, there are no facts related to TCC's business not disclosed in this Agreement which, if learned by FSDL, might reasonably be expected to deter FSDL from completing the transactions contemplated by this Agreement on the terms of this Agreement.

3.2 Representations and Warranties of FSDL

FSDL hereby represents and warrants to TCC, and acknowledges that TCC is relying upon such representations and warranties in connection with entering into this Agreement and agreeing to complete the Merger, as follows:

(a) **Organization and Qualification.** FSDL has been duly incorporated under the BVI Act, is validly existing and has full corporate power and authority to own its property and conduct its businesses as presently owned and conducted and is duly registered, licensed or qualified to carry on business, and is in good standing, in each jurisdiction in which the character of its properties and assets or leased, or the nature of its business make such qualification or licensing necessary.

(b) **Capitalization.** FSDL consists is authorized to issue an unlimited number of ordinary shares of no par value, of which 97,662,180 ordinary shares are issued and outstanding as fully paid and non-assessable. There are no options, warrants, conversion privileges, calls or other rights, agreements, arrangements, commitments or obligations of FSDL to issue or sell any securities of FSDL or securities or obligations of any kind convertible into or exchangeable for any securities of FSDL or any other person, nor are there outstanding any stock appreciation rights, phantom equity or similar rights, agreements, arrangements or commitments based upon the book value, income or any other attribute of FSDL.

(c) **Subsidiaries.** Each of the FSDL Subsidiaries has been duly incorporated under applicable law, is validly existing and has full corporate or legal power and authority to own its property and conduct its businesses as presently owned and conducted. All of the outstanding shares of the capital stock of the FSDL Subsidiaries are owned directly or indirectly by FSDL. There are no options, warrants, conversion privileges or other rights, agreements, arrangements or commitments obligating FSDL or any of the FSDL Subsidiaries to issue or sell any securities of any of those FSDL Subsidiaries or securities or obligations of any kind convertible into or exchangeable for securities or other ownership interests of any of those FSDL Subsidiaries or any other Person. There are no outstanding stock appreciation rights, equity or similar rights, agreements, arrangements or commitments based on the book value, income or any other attribute of any of the FSDL Subsidiaries.

(d) **Authority Relative to this Agreement.** FSDL has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by FSDL and the performance of its obligations hereunder have been duly authorized by the board of directors of FSDL and, except for obtaining the approval of its shareholders, no other corporate proceedings on the part of FSDL are necessary to authorize this Agreement and the transactions contemplated hereby. This Agreement has been duly executed and delivered by FSDL and constitutes a legal, valid and binding obligation of FSDL, enforceable against FSDL in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency and laws affecting the rights of creditors and others and to the extent that equitable remedies are only available in the discretion of the court from which they are sought. The execution and delivery by FSDL of this Agreement and performance by it of its obligations hereunder will not result in:

(i) a material violation or breach of any provision of or constitute a material default (or an event that with notice or lapse of time or both would become a material default) under,

(A) its memorandum and articles of association or equivalent incorporation and organizational documents of each of the FSDL Group;

(B) any applicable law or, to the knowledge of FSDL, any regulation, order, judgment or decree (subject to obtaining the consents referred to below), or

(C) any agreement, arrangement or understanding to which it or any of the FSDL Group is a party or by which it or any of the FSDL Group or their respective properties is bound or affected,

(ii) the imposition of any Encumbrance upon any of its assets or the assets of any of the FSDL Group that, individually or in the aggregate, could reasonably be expected to be Materially Adverse to the FSDL Group.

Except for the approval of the TSXV and the TSX and the filings of the Articles of Merger, no authorization, consent or approval of, or filing with, any Governmental Authority is necessary for the consummation by FSDL of its obligations under this Agreement, except for such authorizations, consents, approvals and filings as to which the failure by any party to obtain or make would not, individually or in the aggregate, prevent or materially delay the consummation of the Merger or that individually or in the aggregate could not reasonably be expected to be Materially Adverse to the FSDL Group.

(e) **Financial Statements.** The audited financial statements of FSDL for and as at the years ended June 30, 2016 and 2015 and have been prepared in accordance with IFRS applied on a consistent basis and fairly present the financial position of FSDL as at the date thereof and the results of the operations and cash flows for the period indicated therein and are consistent with the Books and Records of FSDL.

(f) **Liabilities.** FSDL does not have any liabilities, obligations or indebtedness including, without limitation, any liability for Taxes (whether accrued, absolute, contingent or otherwise), nor has it incurred any indebtedness or liability for money borrowed or credit advanced other than trade payables and other liabilities: (i) arising in the ordinary course of business or incurred in connection with the Merger; or (ii) that in the aggregate could not reasonably be expected to be Materially Adverse to FSDL.

(g) **Absence of Certain Changes or Events.** Since the date of FSDL's incorporation, except as disclosed to TCC:

(i) except in connection with the Merger and the other transactions contemplated by this Agreement, FSDL has conducted its business only in the ordinary course;

(ii) FSDL has not declared or made any distributions (in cash, securities or other property) to security holders and has not entered into any agreement, disposed of any of its assets or incurred any indebtedness, other than in the ordinary course, including the acquisition and disposition of mineral properties; and

(iii) there has not been any change, condition, event or occurrence that individually or in the aggregate, has been, or could reasonably be expected to be, Materially Adverse to FSDL.

(h) **Books and Records.** The Books and Records of FSDL, all of which have been made available to TCC, shall fairly and correctly set out and disclose in all material respects and in accordance with IFRS, the results and the financial position of FSDL, and all financial transactions relating to FSDL shall have been accurately recorded in such Books and Records in all material respects. The books of account and accounting records maintained by FSDL have been kept in accordance with IFRS, consistently applied and there has been no change in the accounting policies applied by FSDL and the financial records thereof. The minute books and stock record books of FSDL are complete and accurate in all material respects and all signatures included therein are the genuine signatures of the persons whose signatures are required.

(i) **Litigation.** There are no claims, actions, proceedings, suits, investigations or reviews pending or, to the best of the knowledge of FSDL, threatened in writing against FSDL or any of the FSDL Subsidiaries or any of their respective properties before any Governmental Authority.

(j) **No Material Adverse Judgment, Order or Decree.** None of FSDL or any of the FSDL Subsidiaries or their respective properties is the subject of any judgment, order or decree.

(k) **Restrictions on Business Activities**. There are no agreements, arrangements, commitments, understandings, judgments, orders, warrants, writs, injunctions or decrees binding upon the FSDL Group that has or could have the effect of prohibiting or materially restricting or impairing any business practice of FSDL, any acquisition of property or assets by the FSDL Group or the conduct of business by the FSDL Group as currently conducted, other than any such agreements, arrangements, commitments, understandings, judgments, orders, awards, writs, injunctions or decrees which would not, individually or in the aggregate, be Materially Adverse to FSDL.

(l) **Title to Property and Assets.**

(i) FSDL has good and sufficient right and title to its properties and assets (other than property and assets as to which FSDL is a lessee, in which case it has a valid lease interest) and to its Mineral Rights, which are sufficient to permit the operation of its business as presently conducted, except for such defect in title that, individually or in the aggregate, would not be Materially Adverse to FSDL.

(ii) The properties, assets and Mineral Rights in which FSDL holds an interest are held free and clear of all Encumbrances except for Encumbrances which would not, individually or in the aggregate, be Materially Adverse to FSDL.

(iii) FSDL has not received notice of any default in its title to any of its properties, assets or Mineral Rights, which default is continuing and, individually or in the aggregate, would be Materially Adverse to FSDL or subject the title of FSDL to any of its properties or assets to cancellation or termination.

(m) **Environmental Matters.**

(i) Except for matters that would not, individually or in the aggregate, be Materially Adverse to FSDL:

(A) the FSDL Group is in possession of all licenses, permits, certificates, orders, consents, approvals or other authorizations necessary under Environmental Laws to own, lease and operate its properties and to conduct its respective business and operations as now conducted; and

(B) the FSDL Group (and its businesses and operations) have been and are now in material compliance with all Environmental Permits and Environmental Laws.

(ii) None of the FSDL Group is subject to:

(A) any Environmental Permits or Environmental Laws that require or may require:

(1) any material work, repairs, construction, change in business practices or operations; or

(2) any expenditures, including capital expenditures, for facility upgrades, Environmental investigation and remediation expenditures, or any other similar expenditures;

(B) any written demand, written notice of default, summons, notice of judgment or commencement of proceedings with respect to any breach, liability or remedial action (or any alleged breach, liability or remedial action) arising under Environmental Laws;

(C) any obligation to remedy, pay compensation, or make any payment in the nature of a fine in relation to any breach of Environmental Permits or Environmental Laws;

or aware of:

(D) any pending, material renewal, modification, revocation, reissuance, alteration, transfer or amendment of any Environmental Permit; or

(E) any pending, review by, or approval of, any Governmental Authority required, in relation to Environmental Permit or Environmental Laws, in connection with the execution and delivery of this Agreement, the completion of the Merger or the continuation of the business or operations of FSDL following completion of the Merger,

that would, individually or in the aggregate, be expected to be Materially Adverse to the FSDL Group.

(n) **Compliance.** Except for any conflicts, defaults or violations that could not, individually or in the aggregate (taking into account the impact of any cross-defaults), reasonably be expected to be Materially Adverse to the FSDL Group, each of FSDL and the FSDL Subsidiaries in the operation of its business is not in conflict with, or in default (including cross defaults) under or in violation of:

(i) its memorandum and articles of association or by-laws or equivalent incorporation and organizational documents;

(ii) any law, rule, regulation, order, permit, judgment or decree (including those relating to environmental matters) applicable to it, or by which any of its properties is bound or affected, including Applicable Laws; or

(iii) any agreement, arrangement or understanding of it or by which any of its properties is bound or affected.

(o) **Compliance with Law.** The business of FSDL and the FSDL Subsidiaries is being conducted in all material respects in compliance with applicable laws, regulations and ordinances of all authorities having jurisdiction.

(p) **Tax Matters.** FSDL has correctly prepared and duly and timely filed all tax returns required to be filed by it (except if not yet due), has paid all Taxes that are imposed under any laws or by any relevant taxing authority that are due and payable and has made adequate provision in the financial statements referred to in paragraph 3.2(e) for the payment of all taxes not yet due and payable. FSDL has made adequate and timely installments of the Taxes for the taxation period ending on or immediately before the Effective Date and all tax returns filed by it have been duly and accurately completed as required by applicable law. With respect to any taxation period up to and including the Effective Date for which tax returns have not yet been filed or for which Taxes are not yet due and payable, each of them has only incurred liabilities for Taxes in the ordinary course of its business. All tax returns, which are required to have been filed, have been filed and, except as disclosed in writing to TCC, there are no outstanding waivers of any limitation periods or agreements providing for an extension of time for the filing of any tax return or the payment of any Tax. FSDL is not subject to any assessments, levies, penalties or interest with respect to Taxes that will result in any liability on its part in respect of any period ending on or before the Effective Date in excess of the amount provided for, and reserved against, in the financial statements referred to in paragraph 3.2(e).

(q) **Bankruptcy.** Neither FSDL nor any of the FSDL Subsidiaries has not proposed a compromise or arrangement to its creditors generally, had any petition for a receiving order in bankruptcy filed against it, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to have itself declared bankrupt or wound-up, taken any proceeding to have a receiver appointed over any part of its assets, had any encumbrancer take possession of any of its property, or had any execution or distress become enforceable or become levied upon any of its property.

(r) **U.S. Securities Law.** FSDL is a foreign private issuer as defined in Rule 405 under the U.S. Securities Act, does not have a class of securities registered or required to be registered under Section 12 of the U.S. Exchange Act, and does not report or have an obligation to report pursuant to Section 15(d) of the U.S. Exchange Act.

(s) **Full Disclosure.** None of the foregoing representations and warranties and no document furnished by or on behalf of FSDL to TCC in connection with the negotiation of the transactions contemplated by this Agreement contain any untrue statement of a material fact or omit to state any material fact necessary to make any such statement or representation not misleading to a prospective purchaser of the shares of FSDL seeking full information as to FSDL and the FSDL Subsidiaries and their respective properties, businesses and affairs.

ARTICLE 4
COVENANTS

4.1 General

Each of TCC and FSDL shall use all reasonable efforts to satisfy each of the conditions precedent to be satisfied by it and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable to permit the completion of the Merger in accordance with this Agreement and to cooperate with each other in connection therewith, including the following by the relevant Party:

(a) each Party shall provide notice regarding the Merger to, and obtain all necessary or desirable waivers, consents and approvals or releases regarding the Merger from, other parties to agreements, understandings or other documents to which it is a party or by which it is or its properties are bound or affected;

(b) each of the Parties shall effect or cause to be effected all necessary or advisable registrations, filings and submissions in connection with the Merger and in compliance with applicable Securities Laws;

(c) each of the Parties shall obtain, prior to the Effective Date, all licences, consents, approvals, authorizations and orders of Governmental Authorities as may be necessary or desirable for the consummation of the Merger;

(d) each of the Parties shall cooperate with each other on a timely basis in connection with the preparation of, and shall furnish to each other such information as may be reasonably necessary for inclusion in, the Information Brochure and the Principal Listing Document, and all documents and information necessary or desirable to be filed by TCC and FSDL with applicable Governmental Authorities in connection with the Merger; and

(e) each Party shall, and shall cause its officers, directors, employees and agents to, provide to the other Party and its officers, employees and agents complete access at all reasonable times and on reasonable notice to its business, properties, assets, officers, employees, agents, books and records (including all financial, operating, personnel, compensation, tax and other data and information) as the other Party or its officers, employees or agents, may reasonably request.

4.2 Defence of Proceedings

Each of TCC and FSDL shall vigorously defend, or cause to be defended, any lawsuits or other legal proceedings brought against it or any of its affiliates challenging this Agreement or the completion of all or part of the Merger. Neither TCC nor FSDL shall settle or compromise any claim brought in connection with the Merger prior to the Effective Date by Persons that are or purport to be holders of any of its securities without prior consultation with the other.

4.3 Business in the Ordinary Course

Prior to the Effective Date, unless the other Party shall otherwise agree in writing (such agreement not to be unreasonably withheld) or as otherwise expressly contemplated or permitted by this Agreement, each of TCC and FSDL shall, and shall cause each of its Subsidiaries to, conduct its business in the ordinary course of business consistent with past practice. Without limitation, except as contemplated herein, each of TCC and FSDL shall:

(a) not, and shall cause each of its Subsidiaries not to, do or permit to occur any of the following (directly or indirectly) outside of the ordinary course of business consistent with past practice, except to the extent necessary to give effect to its obligations under this Agreement or otherwise existing at the date of this Agreement:

(i) issue, sell, pledge, lease, dispose of, encumber or agree to issue, sell, pledge, dispose of or encumber any material assets;

(ii) amend or propose to amend the articles and memorandum of association, by-laws or other equivalent incorporation and organizational documents of the Party;

(iii) declare or make any distribution (in cash, securities or other property) in respect of any securities;

(iv) redeem, purchase or offer to purchase any securities (except with respect to the exercise of dissent rights);

(v) reorganize, amalgamate, consolidate or merge with any other Person;

(vi) reduce its stated capital or authorized shares;

(vii) acquire or agree to acquire (by a merger, amalgamation, acquisition of stock or assets or otherwise) any Person;

(viii) incur or commit to incur (x) any indebtedness for borrowed money or (y) any obligations for capital expenditures (other than, in the case of FSDL, in respect of exploration or development activities and/or feasibility studies) without the prior written consent of the other Party, which shall not be unreasonably withheld;

(ix) enter into or modify any contract, agreement, commitment or arrangement with respect to any of the matters set forth in this Section 4.3(a); or

(x) directly or indirectly, except pursuant to existing rights and obligations, acquire or dispose of securities of the other Party, including by way of transactions by Persons acting jointly or in concert with the Party;

(b) not, and shall cause each of its Subsidiaries not to, except in the ordinary course of business and consistent with past practice or as contemplated herein:

(i) without the approval of the other Party, enter into or modify any employment, severance, collective bargaining or similar agreements or arrangements with, or grant any salary increases, severance or termination pay to, any officers or directors other than pursuant to agreements in effect on the date of this Agreement or pursuant to ongoing labour negotiations;

(ii) in the case of employees who are not officers or directors, take any action with respect to the grant of any bonuses, salary increases, severance or termination pay other than pursuant to agreements and policies in effect on the date of this Agreement; or

(iii) adopt or amend any bonus, profit sharing compensation, stock option, pension, retirement, deferred compensation, employment or other employee benefit plan, agreement, trust, fund or arrangement for the benefit or welfare of any employee;

(c) use its commercially reasonable efforts to preserve intact its (and its Subsidiaries') business organization and goodwill, to keep available the services of its officers and employees as a group and to maintain satisfactory relationships with suppliers, distributors, customers and others with whom it has business relationships.

(d) use its commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in Section 5.1 or Section 5.2, as applicable, to the extent that satisfaction of such conditions precedent is within its control and to take (or cause to be taken) and to do (or cause to be done) all other things necessary, proper or advisable under all Applicable Laws; and

(e) not, directly or indirectly take or permit any action that would, or that may reasonably be expected to, be inconsistent with, interfere with or significantly impede the completion of the Merger or the other transactions contemplated by this Agreement, or would render, or that reasonably may be expected to render, any representation or warranty given by such Party to be untrue in any material respect of any time prior to the Effective Time as if made at that time.

4.4 Issuance of Shares

Prior to the Effective Date, unless FSDL shall otherwise agree in writing, TCC shall not issue, sell or agree to issue or sell any securities, including, for greater certainty, options, purchase warrants or stock appreciation rights, except in connection with the TCC Private Placement. It is acknowledged and agreed that on and/or prior to the Effective Date, FSDL shall have the right to issue, sell or agree to issue or sell any securities, including options, purchase warrants and stock appreciation rights, for cash, for services, in exchange for property or other assets in settlement of any claims, actions, proceedings, suits or judgments, and/or otherwise.

4.5 Covenants of TCC

TCC covenants and agrees that until the Effective Time or the earlier termination of this Agreement pursuant to Section 6.2, except as expressly contemplated or permitted in this Agreement or consented to by FSDL in writing, it will, and will cause its Representatives to:

(a) in a timely and expeditious manner:

(i) assist FSDL in the preparation of and provide to FSDL the information in respect of TCC required to be in included in the Principal Listing Document;

(ii) ensure that the TCC information included in the Principal Listing Document complies in all material respects with all Applicable Laws and:

(A) is true and complete in all material respects;

(B) does not contain any misrepresentation (as defined in the applicable Canadian Securities Laws);

(C) does not contain an untrue statement of a material fact; and

(D) does not omit to state any material fact required to be stated or which is necessary in order to make the statements made therein not misleading in light of the circumstances under which they were made, with respect to the TCC or any assets or business;

(iii) ensure that the financial statements of TCC contained in the Principal Listing Document or incorporated therein by reference will present fairly TCC's financial position as of the dates provided therein and the results of its operations and changes in financial position for the periods then ended and will be prepared in accordance with IFRS consistently applied;

(b) with the assistance of FSDL, incorporate TCC Subco as a wholly-owned subsidiary of TCC and cause TCC Subco to take all necessary actions to complete the Transaction;

(c) approve the TCC Subco Consent Resolution in accordance with Applicable Laws and the memorandum and articles of association of TCC Subco;

(d) subject to the receipt of the approval of TCC Subco Shareholder for the Merger, the satisfaction of the conditions precedent in favour of TCC herein and the receipt of the written confirmation from FSDL that the conditions precedent in favour of FSDL herein have been satisfied or waived, assist in the filing of the Articles of Merger and such other supporting notices and documents as are necessary in order for the Merger to become effective;

(e) except for non-substantive communications, furnish promptly to FSDL a copy of each notice, report, schedule or other document or communication delivered, filed or received by TCC in connection with the Merger, any filings under applicable Laws and any dealings with Governmental Authorities in connection with, or in any way affecting, the Merger or the other transactions contemplated herein;

(f) assist and cooperate in the preparation and filing with all applicable securities commissions or similar securities regulatory authorities in Canada and the United States of all necessary applications to seek exemptions, if required, from the prospectus, registration and other requirements of the applicable securities laws of the provinces of Canada and the United States for the issue by TCC of the Consideration Shares pursuant to the Merger.

4.6 Covenants of FSDL

FSDL covenants and agrees that until the Effective Time or the earlier termination of this Agreement pursuant to Section 6.1, except as expressly contemplated or permitted in this Agreement or consented to by TCC in writing, it will, and will cause its Representatives to:

(a) in a timely and expeditious manner:

(i) prepare, with the assistance of TCC, the Principal Listing Document;

(ii) ensure that the Principal Listing Document complies in all material respects with all Applicable Laws and (except for information regarding TCC and provided by TCC for inclusion in the Principal Listing Document):

(A) is true and complete in all material respects;

(B) does not contain any misrepresentation (as defined in the applicable Canadian Securities Laws);

(C) does not contain an untrue statement of a material fact; and

(D) does not omit to state any material fact required to be stated or which is necessary in order to make the statements made therein not misleading in light of the circumstances under which they were made;

(iii) ensure that the financial statements of FSDL contained in the Principal Listing Document or incorporated therein by reference will present fairly FSDL's financial position as of the dates provided therein and the results of its operations and changes in financial position for the periods then ended and will be prepared in accordance with IFRS consistently applied;

(b) solicit FSDL Shareholders for the approval of the FSDL Consent Resolution in accordance with Applicable Laws and the memorandum and articles of association of FSDL;

(c) subject to the receipt of the approval by the FSDL Shareholders pursuant to the FSDL Consent Resolution and the satisfaction of the conditions precedent in favour of FSDL herein and the receipt of the written confirmation from TCC that the conditions precedent in favour of TCC herein have been satisfied or waived, file the Articles of Merger and such other supporting notices and documents as are necessary in order for the Merger to become effective;

(d) except for non-substantive communications, furnish promptly to TCC a copy of each notice, report, schedule or other document or communication delivered, filed or received by FSDL in connection with the FSDL Consent Resolution, any filings under applicable Laws and any dealings with Governmental Authorities in connection with, or in any way affecting, the Merger or the other transactions contemplated herein; and

(e) assist and cooperate in the preparation and filing with all applicable securities commissions or similar securities regulatory authorities in Canada and the United States of all necessary applications to seek exemptions, if required, from the prospectus, registration and other requirements of the applicable securities laws of the provinces of Canada and the United States for the issue by TCC of the Consideration Shares pursuant to the Merger.

4.7 Other Proposals

(a) No Party shall, directly or indirectly, through any officer, director, employee, representative or agent, solicit, initiate, assist or encourage (including by way of furnishing non-public information or entering into any form of agreement, arrangement or understanding) any enquiries, submissions or proposals or offers from any other Person, entity or group relating to, or facilitate or encourage any effort or attempt involving: (i) the acquisition or disposition of all or any substantial part of a Party's Shares; (ii) the direct or indirect acquisition of any material part of the assets of the Party; or (iii) an amalgamation, merger, consolidation, recapitalization, liquidation or winding-up of, or other business combination or similar transaction involving the Party (any of the foregoing enquiries, submissions or proposals or offers being referred to herein as an "**Alternative Transaction**").

(b) No Party shall participate in any discussions or negotiations regarding, or furnish to any other Person, any information with respect to, or otherwise co-operate in any way with, or assist, participate in, facilitate or encourage any effort or attempt to enter into any commitment or agreement respecting, any Alternative Transaction.

ARTICLE 5
CONDITIONS

5.1 Conditions in Favour of TCC

The obligations of TCC to complete the Merger shall be subject to the fulfillment, or the waiver by TCC, of the following conditions, each of which is for the exclusive benefit of TCC and may be waived by TCC at any time, in whole or in part, in its sole discretion without prejudice to any other rights that it may have:

(a) FSDL shall have performed in all material respects the obligations to be performed by it under this Agreement on or before the Effective Date, except to the extent any such failure results from a breach of this Agreement by TCC, and a certificate of a senior officer of FSDL dated the Effective Date to that effect will have been delivered to TCC, such certificate to be in form and substance satisfactory to TCC, acting reasonably;

(b) the representations and warranties of FSDL set forth in this Agreement shall be true and correct in all material respects on and as of the Effective Date (as if made on and as of such date) except as affected by the transactions contemplated or permitted by this Agreement and except to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty shall have been true and correct as of such date, and a certificate of a senior officer of FSDL dated the Effective Date to that effect will have been delivered to TCC, such certificate to be in form and substance satisfactory to TCC, acting reasonably;

(c) TCC shall have received for each of FSDL and the FSDL Subsidiaries: (i) a copy of the constating documents of FSDL and the FSDL Subsidiaries, (ii) a copy of the records of all corporate action taken to authorize the execution, delivery and performance of this Agreement by FSDL, and (iii) an incumbency certificate, dated the Effective Date, giving the name and bearing a specimen signature of each individual who shall be authorized to sign, in the name and on behalf of FSDL, this Agreement and any other documents necessary to complete the transactions contemplated hereby; in each case certified by senior officer of FSDL and each FSDL Subsidiary, as the case may be, to be true and complete as of the Effective Date;

(d) TCC shall have received a certificate or the equivalent, dated not more than three days prior to the Effective Date, of the jurisdiction of incorporation of each of FSDL and the FSDL Subsidiaries as to the corporate good standing thereof;

(e) no judgment or order shall have been issued by any Governmental Authority, no action, suit, or proceeding shall have been taken by any Person, and no law, regulation or policy shall have been proposed, enacted, or promulgated or applied,

(i) which could reasonably be expected to enjoin, prohibit or impose material limitations or conditions on the completion of the Merger; or

(ii) that, if the Merger was completed, could reasonably be expected to be Materially Adverse to TCC and its Subsidiaries, taken as whole;

(f) the Merger shall have been approved by the FSDL Shareholders pursuant to the FSDL Consent Resolution;

(g) receipt of all required third party and regulatory approvals and consents and compliance with all applicable regulatory requirements and conditions, including without limitation, the approval of the TSXV to the Merger, if required;

(h) all documents to be entered into in order to give effect to the Merger shall be in form and substance satisfactory to TCC, acting reasonably;

(i) since the date hereof, there shall not have been any change, condition, event or occurrence that, individually or in the aggregate, has been, or could reasonably be expected to be, Materially Adverse to the FSDL Group; and

(j) A title opinion on the Mineral Rights.

5.2 Conditions in Favour of FSDL

The obligations of FSDL to complete the Merger shall be subject to the fulfillment, or the waiver by FSDL, of the following conditions, each of which is for the exclusive benefit of FSDL and may be waived by FSDL at any time, in whole or in part, in its sole discretion without prejudice to any other rights that it may have:

(a) each of TCC shall have performed in all material respects the obligations to be performed by it under this Agreement on or before the Effective Date, except to the extent any such failure results from a breach of this Agreement by FSDL, and a certificate of a senior officer of TCC dated the Effective Date to that effect will have been delivered to FSDL, such certificate to be in form and substance satisfactory to FSDL, acting reasonably;

(b) the representations and warranties of TCC set forth in this Agreement shall be true and correct in all material respects on and as of the Effective Date (as if made on and as of such date) except as affected by the transactions contemplated or permitted by this Agreement and except to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty shall have been true and correct as of such date, and a certificate of a senior officer of TCC dated the Effective Date to that effect will have been delivered to FSDL, such certificate to be in form and substance satisfactory to FSDL, acting reasonably;

(c) TCC Subco shall (i) be duly incorporated under the BVI Act and validly existing, (ii) have issued share capital of 100 ordinary shares, all of which are owned by TCC and unencumbered and no other Person shall have any right to acquire any securities of TCC

Subco; (iii) not have carried on any activities other than as required in connection with the Transaction; and (iv) have taken all actions required to complete the Transaction;

(d) FSDL shall have received for each of TCC and the TCC Subco: (i) a copy of the constating documents of TCC and the TCC Subco, (ii) a copy of the records of all corporate action taken to authorize the execution, delivery and performance of this Agreement by TCC and TCC Subco, and (iii) an incumbency certificate, dated the Effective Date, giving the name and bearing a specimen signature of each individual who shall be authorized to sign, in the name and on behalf of TCC and TCC Subco, this Agreement and any other documents necessary to complete the transactions contemplated hereby; in each case certified by senior officer of TCC or TCC Subco, as the case may be, to be true and complete as of the Effective Date;

(e) FSDL shall have received a certificate or the equivalent, dated not more than three days prior to the Effective Date, of the jurisdiction of incorporation of each of TCC and TCC Subco as to the corporate good standing thereof.

(f) no judgment or order shall have been issued by any Governmental Authority, no action, suit or proceeding shall have been taken by any Person, and no law, regulation or policy shall have been proposed, enacted, or promulgated or applied,

  (i) which could reasonably be expected to have the effect to cease trade in any of the securities of TCC or enjoin, prohibit or impose material limitations or conditions on the completion of the Merger, or

  (ii) that, if the Merger was completed, could reasonably be expected to be Materially Adverse to TCC and its Subsidiaries, taken as whole;

(g) the Merger, as proposed or with any amendment acceptable to FSDL, and the other transactions contemplated by this Agreement, shall have been approved by the holders of TCC Subco Shares pursuant to the TCC Subco Consent Resolution and by holders of the FSDL Shares pursuant to the FSDL Consent Resolution;

(h) FSDL Shareholders representing in excess of 5% of the FSDL Shares issued and outstanding will not have exercised any applicable Dissent Rights with respect to the Merger;

(i) TCC shall have completed the TCC Private Placement;

(j) receipt of all required third party and regulatory approvals and consents and compliance with all applicable regulatory requirements and conditions, including without limitation, the approval of the TSXV to the Merger, if required, and the conditional approval of the TSX to list the TCC Shares, including the Consideration Shares, on the TSX following Closing, subject only to the satisfaction of normal listing conditions;

(k) all documents to be entered into in order to give effect to the Merger shall be in form and substance satisfactory to FSDL, acting reasonably;

(l) all agreements, understandings, commitments and other obligations to which TCC is a party (other than this Agreement and agreements with the transfer agent and such other agreements related to the Merger) or otherwise bound shall have been terminated and evidence of such termination shall have been provided to FSDL;

(m) since the date hereof, TCC shall not have carried on any business and there shall not have been any change, condition, event or occurrence that, individually or in the aggregate, has been, or could reasonably be expected to be, Materially Adverse to TCC;

(n) TCC shall have no Subsidiaries (other than TCC Subco) or material assets, other than cash in the amount of at least $10,000 plus the net proceeds of the TQC Private Placement, and shall have no liabilities (whether accrued, absolute, contingent or otherwise), other than liabilities approved by FSDL; and

(o) all of the officers and directors of TCC shall have resigned in favour of nominees of FSDL and shall have executed full, final and unconditional releases in favour of TCC in form and substance satisfactory to FSDL.

5.3 Notice and Cure

Each Party will give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof until the Effective Date, of any event or state of facts which occurrence or failure would, or would be likely to:

(a) cause any of the representations or warranties of such Party contained herein to be untrue or inaccurate in any material respect prior to or at the Effective Time; or

(b) result in the failure of such Party to comply with or satisfy any covenant, condition or agreement herein to be complied with or satisfied hereunder prior to or at the Effective Time.

No Party may elect to rescind and terminate this Agreement as a result of the breach of any covenant, representations and warranties, agreement or other obligation of the other Party or as a result of any condition precedent contained in Section 5.1 or Section 5.2 not having been met, unless forthwith and in any event prior to the filing of the Articles of Merger, the Party intending to rescind and terminate this Agreement has delivered a written notice to the other Party setting out in reasonable detail all breaches or circumstances of non-fulfillment of an applicable condition precedent which the Party delivering such notice is asserting as its basis for rescinding and terminating this Agreement. If any such notice is delivered, provided that the other Party is proceeding diligently to cure such matter, no Party may terminate this Agreement until the expiration of a period of ten (10) Business Days from the date of delivery of such notice. If such notice has been delivered prior to the date of the Meeting, such Meeting will be postponed until the expiry of such period, as the case may be. If the breach of the covenant, representation and warranty, agreement or other obligation of a Party remains uncured or the condition precedent is not met within twenty (20) days following such notice the Party giving such notice may elect to rescind and terminate this Agreement pursuant to Article 8.

ARTICLE 6
TERMINATION OF AGREEMENT

6.1 Termination by FSDL

This Agreement may be terminated by FSDL at any time before the Effective Date:

(a) with the written agreement of TCC; or

(b) if the Merger has not been completed by the Outside Date;

(c) if it becomes apparent that one or more of the conditions for the benefit of FSDL in Section 5.2 cannot be satisfied and will not be waived by FSDL prior to the Outside Date; or

(d) if (i) TCC have not complied in all material respects with their respective covenants or obligations under this Agreement or (ii) any representation or warranty of TCC set out in this Agreement shall have been at the date hereof untrue or incorrect or shall have become untrue or incorrect in a material respect at any time prior to the Effective Time (except for those expressly stated to speak at or as of any earlier time) and such untrue or incorrect representation or warranty is not curable or, if curable, is not cured by the earlier of such date which is five (5) Business Days from the date of notice of such breach and the Effective Time, except for any untrue or incorrect representations or warranties which, individually or in the aggregate, would not, or would not reasonably be expected to, have an effect on TCC that would be Materially Adverse.

6.2 Termination by TCC

This Agreement may be terminated by TCC at any time before the Effective Date:

(a) with the written agreement of FSDL; or

(b) if the Merger has not been completed by the Outside Date;

(c) if it becomes apparent that one or more of the conditions for the benefit of TCC in Section 5.1 cannot be satisfied and will not be waived by TCC prior to the Outside Date; or

(d) if (i) FSDL has not complied in all material respects with its covenants or obligations under this Agreement or (ii) any representation or warranty of FSDL set out in this Agreement shall have been at the date hereof untrue or incorrect or shall have become untrue or incorrect in a material respect at any time prior to the Effective Time (except for those expressly stated to speak at or as of any earlier time) and such untrue or incorrect representation or warranty is not curable or, if curable, is not cured by the earlier of such date which is five (5) Business Days from the date of notice of such breach and the Effective Time, except for any untrue or incorrect representations or warranties which, individually or in the aggregate, would not, or would not reasonably be expected to, have an effect on FSDL that would be Materially Adverse.

6.3 Obligations upon Termination

In the event of the termination of this Agreement, this Agreement, except for Section 7, shall become void and of no further force and effect and there shall be no liability on the part of any Party hereto or their respective officers and directors, except to the extent that any such Party is in default of any of its obligations hereunder and without prejudice to any claim regarding any breach of contract, covenant, trust or warranty, or any tort or misrepresentation that occurred up to that date.

ARTICLE 7
CONFIDENTIALITY AND PUBLIC DISCLOSURE

7.1 Public Disclosure

Except as required by this Agreement or Applicable Laws, this Agreement shall be kept strictly confidential and neither of FSDL or TCC shall make any public announcement or statement with respect to this Agreement or the Merger without the prior approval of the other Parties, which approval shall not be unreasonably withheld. The Parties shall consult with each other as to the timing and wording of press releases or other disclosure required by Applicable Laws relating to the Merger.

7.2 Confidentiality

Each of the Parties shall (and shall cause each of its Representatives (as defined below) to) hold in strictest confidence and not use in any manner, other than as expressly contemplated by this Agreement, any Confidential Information (as defined below). Further, each Party specifically agrees not to use or allow to be used for any purpose any portion of the information or materials made available to such Party, nor any notes or summaries or other materials derived by such Party from the inspection or the evaluation of such information, except for the limited purposes of determining whether and how to complete the Merger and for use in connection with the preparation of disclosure documents. Nothing contained herein shall prohibit or restrict any Party, or such Party's agents, representatives or affiliates from making any disclosure, if the failure to so disclose would cause such Party or the Party's Representatives to be in violation of any legal, administrative or judicial requirements to make such disclosure. If the Merger is not completed, any information and documents provided by a Party to the other Party and/or such other Party's Representatives shall be returned forthwith.

For the purposes of this Section 7.2:

(a) "**Confidential Information**" at any time means any and all confidential information disclosed by one Party or its Representatives to the other or its Representatives in connection herewith but not including any information that has become generally available to the public other than as a result of a disclosure by the recipient or any of its Representatives in contravention hereof.

(b) "**Representatives**" means in respect of each of the Parties, its affiliates and its and their respective directors, officers, employees, agents and other representatives and advisers including legal counsel, consultants, accounting firms, bankers and investment bankers.

ARTICLE 8
GENERAL PROVISIONS

8.1 Assignment

This Agreement shall not be assignable by any Party without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

8.2 Binding Effect

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

8.3 Expenses

Each of the Parties represents and warrants to the other that it has not incurred any liability for any finder's fee or broker's commission in connection with the execution hereof or the completion of the Merger. Each Party to this Agreement shall pay its own expenses incurred in connection with this Agreement and the completion of the transactions contemplated hereby, including, without limitation, legal, accounting and financial advisor fees.

8.4 Survival

Except where otherwise indicated, the covenants contained in this Agreement shall survive its execution and delivery and the closing of the transactions contemplated herein and the representations and warranties contained herein shall survive for a period of one year from the date hereof, except for the representations and warranties which relate to incorporation of a Person, due authorization of this Agreement, the enforceability of obligations under this Agreement, title matters or intellectual property matters, which will survive indefinitely. No investigation by or on behalf of any Party shall mitigate, diminish or affect the representations and warranties made by any other Party.

8.5 Amendment

No amendment, supplement, modification, waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any Party, shall be binding unless executed in writing by the party to be bound.

8.6 No Waiver

The failure of a Party to insist on the strict performance of any provision of this Agreement or to exercise any right, power, or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit the Party's right thereafter to enforce any provision or exercise any right hereunder.

8.7 Notices

(a) Each Party shall give prompt notice to the other of:

(i) the occurrence or failure to occur of any event, which occurrence or failure causes, or could reasonably be expected to cause any representation or warranty on its part contained in this Agreement to be untrue or inaccurate in any respect at any time from the date of this Agreement to the Effective Date; and

(ii) any failure of such party, or any officer, director, employee or agent thereof to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it under this Agreement.

(b) Any notice or other communication required or permitted to be given hereunder shall be sufficiently given if delivered in person or if sent by email or other electronic transmission (provided such transmission is confirmed):

(i) in the case of FSDL, to the following address:

Five Star Diamonds Limited
2nd Floor Abbott Building, Waterfront Drive
Road Town, Tortola
British Virgin Islands

Attention: Matthew Wood, President and CEO
Facsimile: Email: mwood@garrisoncapital.net

with a copy (which shall not constitute notice) to:

Peterson McVicar LLP
Suite 806, 390 Bay Street
Toronto, ON M5H 2Y2

Attention: James G. McVicar
Email: jmcvicar@petelaw.com

(ii) in the case of TCC, to the following address:

Turquoise Capital Corp.
Suite 810, 789 West Pender Street
Vancouver, BC V6C 1H2

Attention: Peter Hinam, President and CEO
Email: Peter.hinam@gmail.com

with a copy (which shall not constitute notice) to:

Northwest Law Group
Suite 704, 595 Howe Street
Vancouver, BC V6C 2T5

Attention: Charles Hethey
Email: CCH@stockslaw.com

or at such other address as the Party to which such notice or other communication is to be given has last notified the Party giving the same in the manner provided in this Section, and if so given the same shall be deemed to have been received on the date of such delivery or sending.

8.8 Severability

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision formed no part of this Agreement; and the remainder of this Agreement shall remain in full force and effect and shall not be affected by such provision or by its severance from this Agreement. In lieu of such illegal, invalid or unenforceable provision there shall be added automatically as a part of this Agreement from which such provision was severed a provision as similar in terms and economic effect to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

8.9 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 (excluding any conflict of laws, rule or principle which might refer such construction to the laws of another jurisdiction). Each Party hereto irrevocably submits to the non-exclusive jurisdiction of the courts of British Columbia with respect to any matter arising hereunder or related hereto. Each Party agrees not to oppose any such British Columbia action or proceeding on the basis of forum non conveniens or for any other reason and not to oppose the enforcement against it in any other jurisdiction of any judgment or order duly obtained from an British Columbia court as contemplated by this Section 8.9.

8.10 Injunctive Relief

The Parties hereto agree that the remedy at law for any breach of the provisions of this Agreement will be inadequate and that the Party that is not in breach, on any application to a court, shall be entitled to temporary and permanent relief, specific performance and any other equitable relief against the other Party.

8.11 Entire Agreement

The Schedules hereto form an integral part of this Agreement. This Agreement constitutes the entire obligation of the Parties with respect to the subject matter hereof and shall supersede any prior expression of interest or understandings with respect to the subject matter hereof, including without limitation the letter of intent entered into by the Parties, as amended. For greater certainty, none of the Parties make any representation or warranty, express or implied, except as set forth herein. This Agreement may be amended only by an instrument in writing signed by the Parties.

8.12 Further Assurances

Each of the Parties shall do all acts and things (including executing appropriate documents) reasonably necessary to give full effect to the transactions contemplated in this Agreement.

8.13 Independent Legal Advice

Each Party acknowledges and agrees that it has had a reasonable opportunity to obtain, or has obtained, independent legal advice with respect to this Agreement, that it has read and fully understands the provisions of this Agreement, that the terms and conditions of this Agreement are reasonable, and that it is signing this Agreement freely, voluntarily and without duress. Each Party further acknowledges and agrees that it is solely responsible for its own costs, legal or otherwise, incurred in connection with this Agreement.

8.14 Execution in Counterparts

This Agreement may be signed in any number of counterparts and any Party may deliver any such counterpart by facsimile or other electronic transmission, each of which when executed and delivered will be deemed to be an original, and all of such counterparts taken together will constitute one and the same instrument.

[Remainder of this page is intentionally left blank]

IN WITNESS WHEREOF the Parties have signed this Agreement as of the date first above written.

FIVE STAR DIAMONDS LIMITED

"Matthew Wood"

Per: ______________________________

Name: Matthew Wood
Title: Managing Director

TURQUOISE CAPITAL CORP.

"Peter Hinam"

Per: ______________________________

Name: Peter Hinam
Title: Chief Executive Officer

SCHEDULE "A"

Form of Plan of Merger

UNDER SECTION 170 OF THE
BVI BUSINESS COMPANIES ACT, 2004

This Plan of Merger is made the ● day of , 2016 between Five Star Diamonds Limited (**"Merging Company"**), a business company incorporated under the BVI Business Companies Act, 2004 (as amended) (the "**Act**") and TCC Subco (BVI) Inc. ("**Surviving Company**"), a business company incorporated under the Act.

Whereas the Surviving Company is existing under and by virtue of the Act and is entering into this Plan of Merger pursuant to the provisions of section 170 of the Act.

Whereas the Merging Company is existing under and by virtue of the Act and is entering into this Plan of Merger pursuant to the provisions of section 170 of the Act.

Whereas the parties hereto deem it desirable and in the best interest of the companies and their members, as the case may be, that the Merging Company be merged into the Surviving Company.

Now therefore this Plan of Merger provides as follows:

1. The constituent companies are ● and the ●.

2. The surviving company is TCC Subco.

3. The Merging Company has ● Ordinary Shares in issue, all of which are entitled to vote on the Merger as one class.

4. The Surviving Company has ● Ordinary Shares in issue, all of which are entitled to vote on the Merger as one class.

5. Upon the merger, the separate corporate existence of the Merging Company shall cease and the Surviving Company shall become the owner, without further action, of all the rights and property of the constituent companies and the Surviving Company shall become subject to all liabilities, obligations and penalties of the constituent companies.

6. The manner and basis of converting the shares of the constituent companies into shares of the Surviving Company or other property shall be as follows:

    a. each Ordinary Share issued and outstanding in the Merging Company on the effective date of the merger shall be cancelled in exchange for one common share in the capital of Turquoise Capital Corp.; and

    b. each Ordinary Share issued and outstanding in the Surviving Company on the effective date of the merger shall continue as an Ordinary Share in the Surviving Company.

7. The memorandum of association and articles of association of TCC Subco in effect on the effective date of the merger shall be the memorandum of association and articles of association of the Surviving Company.

SCHEDULE "B"

Form of Articles of Merger

These Articles of Merger entered into this ● day of ●, 2016 by and among Five Star Diamonds Limited ("**FSDL"**) and TCC Subco (BVI) Inc. ("**TCC Subco**"), WITNESSETH as follows:

1. The parties hereto do hereby adopt the Plan of Merger, a copy of which is annexed hereto as Annex A, to the intent that the Merger shall be effective on ●, 2016 (the "**Effective Date**").

2. The Memorandum and Articles of Association FSDL were first registered with the Registrar of Corporate Affairs in the British Virgin Islands on ●.

3. The Memorandum and Articles of Association of TCC Subco were first registered with the Registrar of Corporate Affairs in the British Virgin Islands on ●, 2016.

4. The Merger was approved for each of FSDL and TCC Subco by Resolutions of directors on ●, 2016 and ●, 2016, respectively.

5. The Merger was approved for each of FSDL and TCC Subco by Resolutions of members on ●, 2016 and ●, 2016, respectively.

6. FSDL and TCC Subco have complied with all the provisions of the laws of British Virgin Islands, to enable them to effect the Merger upon the Effective Date.

7. The name of the surviving company shall be changed to "FSDL Holdings Inc.".

These Articles of Merger may be executed in counterparts which when taken together shall constitute one instrument.

In witness whereof these Articles of Merger have been duly executed by the parties hereto.

SIGNED AND DELIVERED for and
on behalf of
FIVE STAR DIAMONDS LIMITED
by [•]
a duly authorised director before me:

[•]

Name

Address

NOTARY PUBLIC

SIGNED AND DELIVERED for and
on behalf of
TCC SUBCO (BVI) INC.
by [•]
a duly authorised director before me:

[•]

Name

Address

NOTARY PUBLIC

SCHEDULE "C"

Mineral Rights

Mineral Rights No.	Titleholder	Assignee	Status	Project	Expiry Date	Annual Fee per Hectare (TAH)	TAH's Due Date	Area (Hectares)
Project Maravilha								
832.810/2011	Five Star Mineração Ltda	Not applicable	Exploration License Extension requested	Maravilha	March 07th, 2015	Not applicable	Not applicable	209.16
830.716/2016	Gonçalves de Araujo & Brito Ltda.	---	Application for Exploration	Maravilha	Not applicable	Not applicable	Not applicable	1,059.07
Project Catalão								
861.479/2012	Five Star Mineração Ltda	Not applicable	Exploration License Extended	Catalão	December 09th, 2018	R$ 7,897,71	January 31st, 2017	1,999.42
Project Ouvidor								
860.146/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Ouvidor	May 19th, 2018	R$ 6,118.35	July 31st, 2017	1,999.46
860.147/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Ouvidor	March 02nd, 2018	R$ 6,118.29	July 31st, 2017	1,999.44
860.148/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Ouvidor	March 02nd, 2018	R$ 6.118,38	July 31st, 2017	1,999.47
Project Jaibaras								
850.440/2014	Metal Land Mineração Ltda	Five Star Mineração Ltda	Exploration License	Jaibaras	October 03rd, 2017	R$ 1,363.10	January 31st, 2017	522.26
Mega Project								
860.449/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Mega Project	August 28th, 2017	R$ 5,137.68	January 31st, 2017	1,968.46
860.450/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Mega Project	August 28th, 2017	R$ 5,135.07	January 31st, 2017	1,967.46
860.451/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Mega Project	August 28th, 2017	R$ 5,134.47	January 31st, 2017	1,967.23
860.452/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Mega Project	August 28th, 2017	R$ 5,135.98	January 31st, 2017	1,967.81
860.453/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Mega Project	August 28th, 2017	R$ 5,030.31	January 31st, 2017	1,927.32
860.454/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Mega Project	August 28th, 2017	R$ 5,165.97	January 31st, 2017	1,979.30
860.455/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Mega Project	March 02nd, 2018	R$ 5,961.52	July 31st, 2017	1,948.21
860.456/2015	Five Star	Not	Exploration	Mega Project	March	R$ 5,961.86	July 31st,	1,948.32

Mineral Rights No.	Titleholder	Assignee	Status	Project	Expiry Date	Annual Fee per Hectare (TAH)	TAH's Due Date	Area (Hectares)
	Mineração Ltda	applicable	License		02nd, 2018		2017	
860.457/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Mega Project	August 28th, 2017	R$ 5,095.58	January 31st, 2017	1,952.33
860.458/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Mega Project	August 28th, 2017	R$ 5,097.04	January 31st, 2017	1,952.89
860.459/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Mega Project	March 02nd, 2018	R$ 5,967.28	July 31st, 2017	1,950.09
860.460/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Mega Project	March 02nd, 2018	R$ 5,965.16	July 31st, 2017	1,949.40
860.461/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Mega Project	March 02nd, 2018	R$ 5,967.52	July 31st, 2017	1,950.17
860.462/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Mega Project	March 02nd, 2018	R$ 5,962.29	July 31st, 2017	1,949.20
860.463/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Mega Project	March 02nd, 2018	R$ 5,966.91	July 31st, 2017	1,949.97
860.464/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Mega Project	March 02nd, 2018	R$ 5,704.18	July 31st, 2017	1,864.11
860.465/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Mega Project	March 02nd, 2018	R$ 5,241.78	July 31st, 2017	1,713.00
860.466/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Mega Project	March 02nd, 2018	R$ 5,869.72	July 31st, 2017	1,918.61
860.467/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Mega Project	March 02nd, 2018	R$ 6,006.50	July 31st, 2017	1,962.91
860.468/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Mega Project	March 02nd, 2018	R$ 5,968.96	July 31st, 2017	1,950.64
860.469/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Mega Project	March 02nd, 2018	R$ 5,965.81	July 31st, 2017	1,949.61
860.470/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Mega Project	March 02nd, 2018	R$ 5,968.99	July 31st, 2017	1,951.02
860.471/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Mega Project	August 28th, 2017	R$ 2,997.95	January 31st, 2017	1,148.64
860.472/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Mega Project	March 02nd, 2018	R$ 1,262.98	July 31st, 2017	412.74
860.473/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Mega Project	August 28th, 2017	R$ 5,084.83	January 31st, 2017	1,948.21
860.474/2015	Five Star Mineração	Not applicable	Exploration License	Mega Project	March 02nd, 2018	R$ 5,420.94	July 31st, 2017	1,771.55

Mineral Rights No.	Titleholder	Assignee	Status	Project	Expiry Date	Annual Fee per Hectare (TAH)	TAH's Due Date	Area (Hectares)
	Ltda							
Project Alecrim								
870.328/2014	Five Star Mineração Ltda	Not applicable	Exploration License	Alecrim	June 10th, 2019	R$ 6,103.90	July 31st, 2017	1,994.74
Project Veríssimo								
860.665/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Veríssimo	August 28th, 2017	R$ 4,699.62	January 31st, 2017	1,800.62
860.666/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Veríssimo	April 14th, 2018	R$ 5,309.07	July 31st, 2017	1,734.99
860.667/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Veríssimo	April 14th, 2018	R$ 5,454.27	July 31st, 2017	1,782.44
860.668/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Veríssimo	April 14th, 2018	R$ 5,455.09	July 31st, 2017	1,782.71
860.717/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Veríssimo	October 08th, 2017	R$ 5,047.45	January 31st, 2017	1,933.89
860.718/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Veríssimo	October 08th, 2017	R$ 3,933.64	January 31st, 2017	1,507.14
860.719/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Veríssimo	October 08th, 2017	R$ 4,857.73	January 31st, 2017	1,861.20
Project Goiandira								
860.968/2014	Five Star Mineração Ltda	Not applicable	Exploration License	Goiandira	August 28th, 2017	R$ 2,431.79	January 31st, 2017	931.72
860.969/2014	Five Star Mineração Ltda	Not applicable	Exploration License	Goiandira	August 28th, 2017	R$ 2,571.58	January 31st, 2017	985.28
860.970/2014	Five Star Mineração Ltda	Not applicable	Exploration License	Goiandira	August 28th, 2017	R$ 1,262.14	January 31st, 2017	483.58
Project Asa Branca								
870.327/2014	Five Star Mineração Ltda	Not applicable	Exploration License	Asa Branca	June 10th, 2019	R$ 6,087.32	July 31st, 2017	1,989.32
Project Coromandel								
832.028/2014	Five Star Mineração Ltda	Not applicable	Application for Exploration	Coromandel	Not applicable	Not applicable	Not applicable	1,278.47
832.029/2014	Five Star Mineração Ltda	Not applicable	Application for Exploration	Coromandel	Not applicable	Not applicable	Not applicable	1,960.30
830.490/2016	Five Star Mineração Ltda	Not applicable	Application for Exploration	Coromandel	Not applicable	Not applicable	Not applicable	1,996.30
831.057/2016	GRB Grafite do Brasil Mineração	---	Application for Exploration	Coromandel	Not applicable	Not applicable	Not applicable	1,465.37

Mineral Rights No.	Titleholder	Assignee	Status	Project	Expiry Date	Annual Fee per Hectare (TAH)	TAH's Due Date	Area (Hectares)
	Ltda							
Project Moana								
803.209/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Moana	June 03rd, 2019	R$ 6,095.73	July 31st, 2017	1,992.07
Project Riachão								
803.219/2015	Five Star Mineração Ltda	Not applicable	Exploration License	Riachão	June 03rd, 2019	R$ 3,911.08	July 31st, 2017	1,278.13
Project Caiapó								
860.451/2016	GRB Grafite do Brasil Mineração Ltda	---	Application for Exploration	Caiapó	Not applicable	Not applicable	Not applicable	996.80
860.452/2016	GRB Grafite do Brasil Mineração Ltda	---	Application for Exploration	Caiapó	Not applicable	Not applicable	Not applicable	983.97
860.453/2016	GRB Grafite do Brasil Mineração Ltda	---	Application for Exploration	Caiapó	Not applicable	Not applicable	Not applicable	989.17
860.454/2016	GRB Grafite do Brasil Mineração Ltda	---	Application for Exploration	Caiapó	Not applicable	Not applicable	Not applicable	985.17
Project Angico								
871.029/2016	GRB Grafite do Brasil Mineração Ltda	---	Application for Exploration	Angico	Not applicable	Not applicable	Not applicable	990.01
Project Conquista								
871.030/2016	GRB Grafite do Brasil Mineração Ltda	---	Application for Exploration	Conquista	Not applicable	Not applicable	Not applicable	1,961.38
871.031/2016	GRB Grafite do Brasil Mineração Ltda	---	Application for Exploration	Conquista	Not applicable	Not applicable	Not applicable	1,966.50
Project Coromandel-Carmo								
831.056/2016	GRB Grafite do Brasil Mineração Ltda	---	Application for Exploration	Coromandel-Carmo	Not applicable	Not applicable	Not applicable	1,919.08
831.058/2016	GRB Grafite do Brasil Mineração Ltda	---	Application for Exploration	Coromandel-Carmo	Not applicable	Not applicable	Not applicable	1,844.49
Project Rosário								
811.143/2015	GRB Grafite do Brasil Mineração Ltda	---	Application for Exploration	Rosário	Not applicable	Not applicable	Not applicable	1,834.32

Mineral Rights No.	Titleholder	Assignee	Status	Project	Expiry Date	Annual Fee per Hectare (TAH)	TAH's Due Date	Area (Hectares)
Project Alfeu								
810.455/2016	GRB Grafite do Brasil Mineração Ltda	---	Application for Exploration	Alfeu	Not applicable	Not applicable	Not applicable	823.30
Project Bacuri								
866.627/2016	Five Star Mineração Ltda	---	Application for Exploration	Bacuri	Not applicable	Not applicable	Not applicable	863.68