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FILE NUMBER: 9,107=2016. BASIC AGREEMENT ANNEX.

CORPORACIÓN DE FOMENTO DE LA PRODUCCIÓN AND ROCKWOOD LITHIUM INC., AND FOOTE MINERA E INVERSIONES LIMITADA, AND ROCKWOOD LITIO LIMITADA.

IN SANTIAGO, REPUBLIC OF CHILE, on November 25th 2016, before me, **PABLO ALBERTO GONZÁLEZ CAAMAÑO**, Attorney, Principal Notary Public of the Ninth Notary Office of Santiago, with office in calle Teatinos number three hundred and thirty three, entrepiso, commune of Santiago, appear: **CORPORACIÓN DE FOMENTO DE LA PRODUCCIÓN**, an entity of the Administration of the State of Chile, hereinafter the “Corporation”, Unique Tax Role Number sixty million seven hundred six thousand dash two, represented by its Executive Vice-President, **EDUARDO BITRAN COLODRO**, Chilean, married, civil engineer, identity card number seven million nine hundred fifty thousand five hundred thirty-five dash eight, both with domicile in calle Moneda number nine hundred twenty-one, commune and city of Santiago, as one of the parties, **ROCKWOOD LITHIUM INC**, formerly Chemetall Foote Corp, Cyprus Foote Mineral Company and Foote Mineral Company, an entity established according to the laws of the State of Delaware, United States of America, Tax Unique Role Number fifty-five million one hundred sixty thousand dash six (hereinafter “Rockwood”), represented by **STEPHEN ELGUETA WALLIS**, Chilean, married, commercial engineer, national identity card number nine million nine hundred sixty-nine thousand four hundred ninety-four dash seven; **FOOTE MINERA E INVERSIONES LIMITADA**, a limited responsibility partnership, established according to the laws of the Republic of Chile, Tax Unique Role Number seventy-seven million one hundred ninety-eight thousand nine hundred sixty dash eight, represented by **STEPHEN ELGUETA WALLIS**, who already appears hereinabove (hereinafter “Foote Limitada”); and **ROCKWOOD LITIO LIMITADA** (formerly Sociedad Chilena de Litio Ltda.), an entity in the line of business of its name, Unique Tax Role Number eighty five million sixty-six thousand six hundred dash eight, represented by **STEPHEN ELGUETA WALLIS**, who already appears hereinabove, and by **HÉCTOR HERNÁN CÁCERES EGAÑA**, Chilean, divorced, engineer in execution, national identity card number nine million four hundred twenty-nine thousand seven hundred four dash four (hereinafter “RLL”), all the above with domicile for the present purpose in Isidora Goyenechea three thousand one hundred sixty-two, office two hundred two, Las Condes, Santiago of Chile; the appearing parties of legal age, whom I know for having proven their identities with the above mentioned identity cards, and declare: **FIRST: Background and Exposition of Motives**. Background: on August 13th 1980, the Corporation and Foote Mineral Company subscribed a Basic Agreement containing the details of the establishment and operation of Sociedad Chilena de Litio Ltda., and other related aspects, it was modified several times (hereinafter the “Basic Agreement”). The modifications that were made, are the agreements subscribed on December 22nd 1980 and on June 15th 1989, in which, respectively, were established the regulations for the use by Sociedad Chilena de Litio Ltda. of the discarded salts with potassium content, and it was entered into record that the Corporation had transferred the remaining rights in the above mentioned *sociedad* to Foote Limitada. As for Sociedad Chilena de Litio Ltda. (now RLL) was established by the Corporation and by Foote Mineral Company in the terms recorded in the public deed granted on August 13th 1980, by Notary Public of Santiago, Raúl Undurraga Laso. Said *sociedad* was modified on several occasions, in order to reflect several agreements adopted by its shareholders, such as authorized capital increases, extension of its

purpose and the total transfer of the social rights of the Corporation to Foote Limitada. It is recorded that the most relevant modifications were registered in: (i) public deed dated July 26th 1982, subscribed in the Santiago Notary Office of Mario Baros González; (ii) public deed dated June 19th 1984, subscribed in the Santiago Notary Office of Mario Baros González; (iii) public deed dated June 20th 1985, subscribed in the Santiago Notary Office of Mario Baros González; (iv) public deed dated March 17th 1986, subscribed in the Santiago Notary Office of Mario Baros González (v) public deed dated October 10th 1988, subscribed in the Santiago Notary Office of Mario Baros González; (vi) public deed dated June 15th 1989, subscribed in the Santiago Notary Office of Mario Baros González; (vii) public deed dated April 15th 1997, subscribed in the Santiago Notary Office of Andrés Rubio Flores; (viii) public deed dated May 29th 1998, subscribed in the Santiago Notary Office of María Gloria Acharán Toledo; (ix) public deed dated June 30th 1998, subscribed in the Santiago Notary Office of María Gloria Acharán Toledo; (x) public deed dated October 1st 1998, subscribed in the Santiago Notary Office of María Gloria Acharán Toledo; (xi) public deed dated January 30th 2012, subscribed in the Santiago Notary Office of Patricio Zaldívar Mackenna; and (xii) public deed dated December 17th 2015, subscribed in the Santiago Notary Office of Patricio Zaldívar Mackenna. According to what is consigned in the Basic Agreement, the Corporation transferred in ownership to the capital of Sociedad Chilena de Lito Ltda., now RLL, as was already hereinabove established, the mining concessions that are referred to in the fourth paragraph of the letter (a), under the title Capital of the Second Clause of said Agreement. Currently, the only shareholders of RLL are the appearing parties Rockwood, with a fifty-five per cent and Foote Limitada with a forty-five per cent, respectively. For its part, the Chilean Commission of Nuclear Energy (hereinafter "CCHEN") has authorized the activities of selling lithium and lithium products of RLL during all its validity up to the present date. Exposition of Motives: the present modification, hereinafter the "Annex", has as the main consideration for its subscription, the strategic importance that represents for the State of Chile the development of the lithium industry, recognized in the Lithium Policy and Salt Flats Governance, promoted by the State of Chile. Understanding that the country presents unique conditions for the exploitation of lithium, because it possesses one of the biggest reserves of this mineral in the world, it must actively participate, and if possible lead, the expansion that is expected in this market for the upcoming years. The aforementioned, not only brings linked economic benefits relevant for Chile, but also offers the opportunity of being a significant contribution in the fight against climate change, because of the importance of lithium for the development of electric transportation and the options for storing solar energy, enclosed by the salts with lithium content. Indeed, lithium has a prevailing role in the development of batteries for electric transportation, and therefore, its production is crucial for the development of the electro mobility. Also, the fact that some of the locations in the country have the highest radiation rates in the planet, constitutes an unbeatable opportunity to explore the options of storage of solar energy enclosed by the salts with lithium content of their salt flats. In this context, the agreements set forth in the following clauses, have the purpose to create the conditions that will allow positioning our country as a relevant player in the exploitation of lithium in the long term and increase the quality of its production. In the same way, through the present Annex, is specified the maximum date when it must be completed the return to the Corporation of the entirety of the mining concessions, which will provide, at the right time, in the context of the Basic Agreement, a date which until now was consigned as indeterminate for being subject to the compliance of one condition (the exploitation, production and sale of lithium or lithium products by RLL in any of its shapes that contain two hundred thousand metric tons of

equivalent metallic lithium); and generates the right conditions and incentives to lean towards investment, innovation and increase of exploitation levels of lithium in the upcoming years. Likewise, for the subscription of the present Annex, it has been considered the fact that said Annex guarantees the reception of important incomes for the State of Chile, originated by this activity; and also, it creates the conditions to favor the development in our country of products with higher added value from this mineral. For this purpose, among other dispositions, it is included the prohibition, from this moment, for RLL to commercialize raw brine, concentrated brine and/or refined brine, or in any other grade of concentration, or lithium carnallite, without the approval of the Corporation, regulating also, the granting of preferential prices of Lithium on behalf of RLL to the specialized producers of high added value who operate in Chile. Lastly, it was also considered in order to reach the agreement that is set forth in the present Annex, the common will of the Corporation and RLL in regards to the fact that Chile must lead an industry of lithium production that is responsible, sustainable and that establishes a shared value mechanism with the communities involved, which is unprecedented in the Chilean mining history, and therefore become an example worldwide.

SECOND: Purpose of RLL. According to the Basic Agreement and the articles of association of RLL, the purpose of RLL consists of the exploitation of lithium and lithium products in any of its forms, and its production and sale, up to two hundred thousand metric tons of equivalent metallic lithium of the brine contained in the mining concessions that were transferred in ownership by the Corporación de Fomento de la Producción (hereinafter the “Original Quota”). From said amount, it can be estimated that by January 2017, RLL will still have to extract and process an approximate equivalent of a hundred thousand metric tons of equivalent metallic lithium (hereinafter “Balance of the Original Quota”), balance that, in any case, should be certified by the Chilean Commission of Nuclear Energy at that date. **THIRD: Memorandum of Understanding.** On February 1st 2016, the Corporation and RLL subscribed a Memorandum of Understanding (the “Memorandum”) by virtue of which they have reached several non-binding agreements in regard to the future development of RLL activities in Chile. In virtue of the present document, the appearing parties (hereinafter the “Parties”) wish to materialize the basis of the business considered in the above mentioned Memorandum through a modification of the Basic Agreement, for those aspects, that are indicated in the following clauses, a binding modification that prevails, to all effects, above the terms of the Memorandum. The Parties understand that all which has not been modified by this document, will remain entirely valid according to the terms and conditions set forth in the Basic Agreement and its modifications valid to date. **FOURTH: Modifications to the Basic Agreement.** The Corporation, Rockwood, Foote Limitada and RLL have agreed to modify the Basic Agreement in the following manner: **One. Duration.** The duration of the Basic Agreement -and the rights of extraction of lithium and other products obtained from the brine of RLL under the same Agreement- will extend until: (a) RLL has exploited, processed and sold the Balance of the Original Quota and the New Quota (this latter term is defined in the following number); or, (b) on January 1st 2044, whichever happens first. Without prejudice to the aforementioned, the period mentioned can be shortened if the circumstance provided in the following number three, can be verified. This reduction will operate according to the terms indicated in the numeral ii) of that same number. The Basic Agreement will end automatically when the provided period in this number or in following number three, expires, as applicable. The aforementioned without prejudice to the causes for the anticipated ending provided in the present document. **Two. New Quota.** Subject to the construction and operation of Plant three within the Maximum Deadline for Starting Operations, according to its description in

following number three, RLL will have the right to exploit, process and sell up to two hundred sixty-two thousand one hundred thirty-two metric tons of Equivalent Metallic Lithium from the brine contained in the mining concessions that were transferred by the Corporation (hereinafter the “New Quota”), which includes an incentive named Efficiency Quota of forty-six thousand three hundred tons of equivalent metallic Lithium. The New Quota will be additional to the Balance of the Original Quota, according to what is set forth in the Background. In spite of this, the Commissions paid starting January 1st 2017 will be allocated to the New Quota, or New Reduced Quota and/or the Balance of the Original Quota, according to Appendix I, as applicable. Said New Quota will adhere to the valid Resolution of Environmental Qualification (hereinafter RCA). **Three. New Plant of Battery Grade Lithium Carbonate (Plant three).** Period of construction and operation. RLL is liable to build and have in operation an additional plant, capable of producing twenty-twenty-four kMt of battery grade lithium carbonate per year, (hereinafter “Plant three”), no later than on December 31st 2022 (hereinafter “Maximum Deadline for Starting Operations”). Plant three will have to comply with the highest standards and technological advances available then, which will be likely to achieve a higher efficiency and performance in the processes of production and the care for the environment. Without prejudice to the maximum deadline aforementioned, RLL is liable to make its best efforts for Plant three to be built and operational on December 31st 2020. If at said date, Plant three is not built, RLL will have to present, to the satisfaction of the Corporation, a report with the advances conditions and a detail plan for the finishing of the construction and operation of Plant three, which will have to confirm that the installation will start operating within the Maximum Deadline for Starting Operations. In any case, if Plant three is not built and operating within the Maximum Deadline for Starting Operations, for any circumstance or motive, including fortuitous event or force majeure, the following copulative effects will be generated: i. The period of duration of the Basic Agreement –and the rights of extraction of lithium and other products of RLL under the same Agreement- (set forth in previous number one), will be reduced to terms that will only extend until: (a) RLL has exploited, processed and sold the Balance of the Original Quota and the New Reduced Quota; or, (b) on December 31st 2035, whichever comes first. ii. The New Quota provided in previous number two will be, automatically and irrevocably, reduced from the quantity of two hundred sixty-two thousand one hundred thirty-two metric tons of Equivalent Metallic Lithium to the quantity of forty-three thousand seven hundred sixty-nine metric tons of Equivalent Metallic Lithium (the “New Reduced Quota”), according to Table two of Appendix I. iii. RLL will have to pay Commission not just for the New Reduced Quota, but also, regarding the modification to the Basic Agreement, for the Balance of the Original Quota. Without prejudice to all said in this number, if by December 31st 2022, Plant three registers an advance in the construction site of at least seventy per cent (certified by an independent ITO), the copulative effects described in the immediately preceded numerals i to iii, will not become effective. In this case, the Parties will negotiate in good faith a new scenario of economic equilibrium, with the pertinent readjustments to the New Quota and/or the Commission, which will gather the impact of the delay for the Corporation. It is placed on record, that in no manner this new scenario will implicate an extension of the period provided in the first paragraph of number one of this Fourth Clause, nor of the New Quota. The report by the independent ITO aforementioned in the previous paragraph, will include information that addresses entirely the technical, legal and financial situation that RLL requires to solve for Plant three to start operations. **Four. Exclusive Option for the Construction of a Battery Grade Lithium Hydroxide Plant.** Subject to the development or availability for RLL of efficient cost technology for the

production of Lithium Hydroxide from the brine, RLL will have the option of developing a production of at least five thousand annual tons of battery grade lithium hydroxide from the brine. The aforementioned, through the construction of a new Plant of Battery Grade Lithium Hydroxide or the expansion of an existing lithium carbonate plant. Subject to the condition that the referred new plant or expansion is carried out, the Corporation will authorized RLL for the exploitation, production and sale of an additional quota of thirty-four thousand seven hundred seventy-six tons of Equivalent Metallic Lithium (the "Additional Quota"), which will be submitted to the corresponding approvals of the pertinent institutions. Said Additional Quota will adhere to the valid RCA. In case RLL opts for the alternative of the expansion of an existing lithium carbonate plant for the production of battery grade lithium hydroxide from the brine, the production of battery grade lithium hydroxide associated to the Additional Quota, will be supplementary to the existing production capacity. RLL will be able to replace in the existing plants the production of lithium carbonate for lithium hydroxide, pending an agreement between the Parties and in respect of the volume of Equivalent Metallic Lithium assigned to the plant. The production of battery grade lithium hydroxide will not implicate, in any case, an increase of the deadlines established in previous numbers one) or three), as applicable.

Five. Operation Commitment and Minimum Guaranteed Payment. If during any calendar year from January 1st 2017, RLL sells an inferior quantity of tons at sixty per cent of its theoretical annual production capacity, considered for all the plants together (hereinafter "Minimum Operation Capacity for Minimum Guaranteed Payment") for any reason different to fortuitous event or force majeure, RLL will pay to the Corporation within de first trimester of the following calendar year, an additional commission until completing said quantity of tons, which will be calculated on the basis of: (i) the quantity of lithium carbonate related to the Minimum Operation Capacity for Minimum Guaranteed Payment according to Appendix II, minus the quantity of lithium carbonate paid in the Commissions of the corresponding period, according to following number six; and, (ii) the average sale price of lithium carbonate paid by Not Associated Third Parties during the last six months. The calculation of the Minimum Operation Capacity for Minimum Guaranteed Payment is presented in Appendix II. Since the quantities produced and not sold will not be counted as part of the Minimum Operation Capacity, understanding it as a deficit which leads to the payment of the additional commission, the Corporation will not be entitled to demand again the payment of Commission for them, once these are effectively sold. All the same, the Parties will proceed to liquidate the differences, in favor of the Corporation, that will arise from comparing the effective sale prices with the applied average price, by virtue of what is set out in the previous paragraph.

Six. Commission. RLL will pay to the Corporation a Commission for the sales of lithium and other products extracted in accordance with the Balance of the Original Quota, the New Quota, the New Reduced Quota and the Additional Quota, as applicable (hereinafter the "Commission"), according to the scale of progressive and marginal rates, and the applicable ranks for lithium carbonate, lithium hydroxide and potassium chloride, and the rates of magnesium chloride (bischofite) and other products indicated in Appendix III of this Annex (the "Commission Appendix"). From January 1st 2017, for the lithium produced in Plant one, the Commission will affect the sales of battery grade and technical grade lithium carbonate up to thirty-one thousand five hundred fifty-nine tons of equivalent metallic lithium, afterwards the production will be allocated to the Balance of the Original Quota, so that no Commission will be paid for Plant one, without prejudice to the Efficiency Quota, which can be exploited once the Balance of the Original Quota is consumed (Table one of Appendix I). The aforementioned, unless Plant three is not yet built and

operational within the Maximum Deadline for Starting Operations, in which case the Commission provided in this paragraph will apply to the sales of all the lithium carbonate produced (Balance of the Original Quota and the New Reduced Quota) in Plant one until December 31st 2035 or until the depletion of the Balance of the Original Quota and the New Reduced Quota, whichever happens first. In any case, it will apply what is stated in the Fourth Clause, numeral three iii). Additionally, in order to avoid any doubt, the Commission for the Sale of Lithium Products and all other products obtained from the brine, will be calculated and adjusted in accordance with Appendix IV of the present Annex (hereinafter "Appendix of Commission Calculation"), and the following rules: (a) the Commission will be calculated on the basis of the effectively paid price for the respective product to RLL or its Associated Parties by a Not Associated Third Party, such as it is stated in the Appendix of Commission Calculation. For the purposes of the present Annex, it will be understood as "Associated Party", related to an entity, the natural person or entity which controls it, is controlled by, or is under the common control of the first entity. It is understood as "Control", for these purposes: (i) the ownership of more than fifty per cent of the stocks with the right to vote of an entity; or, ii) the possession of enough power to run or generate the direction of the management and policies of the entity, either through a contractual relationship or any other. Likewise, it will be understood as Associated Party when the companies: (a) are controlled or exercise influence in the development of the businesses of common persons; or, (b) they are part of the same corporate group; or it will be also understood as Associated Party when (c) a third party granted a loan to the company or associated group, and the payment of said loan is done through the sale of the products produced by RLL and/or through the preferential prices. Also it can be understood as Associated Parties of an entity, all the persons that are included in article one hundred of Law Number eighteen thousand forty-five (Stock Market Law). If the Corporation presents justified motives to believe that the final buyer is an Associated Party, but the Commission paid was calculated as if for a Not Associated Third Party, RLL will have the responsibility to demonstrate that said final buyer is not an Associate Party. The term "Not Associated Third Party", in regard to an entity, will be understood as one which does not have the character of an Associated Party, according to the aforementioned. (b) It will be RLL's duty to inform the Corporation about any tolling agreement, joint venture, off take agreements and any other type of agreements and/or associations with Not Associated Third Parties, regarding any of the products extracted of the mining concessions of the "Salar de Atacama" object of the Basic Agreement, which had been agreed upon by RLL o its Associated Parties. (c) The payments corresponding to the Commission will be made in Chilean Pesos, equivalent to US Dollars, according to the selling exchange rate of Banco Estado of the day of payment, in the absence of this, according to the selling exchange rate established by an institution appointed by the Corporation, within the thirty days after the closing of the respective trimester (hereinafter "Payment Trimester or Payment Period"). Therefore, the payments will take place on the months of April, July, October and January of every year. If the payments are not made on the 30th day of each of the stipulated months, RLL will have ten working days to solve this situation, applying the interest indicated in the following letter (d). (d) The delay in the payment of the Commission on behalf of RLL implies the application of a maximum interest rate conventional for operations in non-adjustable Pesos. (e) The Corporation will have the right to refute any liquidation of Commission payments. For said effects, the Corporation will communicate it to RLL through written communication, addressed to the General Manager, exposing the reasons for the refute and the amount of the differences that were detected. The sending of said letter will originate the following contesting procedure: i. RLL will have

ten working days to send the precedents that justify the liquidation or to pay such differences. ii. If said precedents are deemed as not enough for the Corporation, it will propose to RLL a list of three independent experts from which RLL will choose one of them. The independent expert will be authorized to request from RLL all the information deemed necessary, which will be provided by RLL within ten working days. The expert will have to issue his declaration, which will be binding and not reclaimable, within the next thirty working days, after receiving notification of work or when RLL had to deliver the information requested, as applicable. The aforementioned, unless the Parties agreed a different deadline for the motion of the report, any adjustment resulting of the decision of the expert, will be included in the liquidation for the next Commission payment. **Seven. Environmental Studies.** Within the forty-five working days after the request of the Corporation, RLL will pay to it the total amount of two million US Dollars as and advance of the Commission of the year 2017, in order to allocate, totally or partially, said amount to the execution of Environmental and/or Strategic Studies in the Salar de Atacama. **Eight. Preferential Lithium Prices.** In agreement with the efforts made by the State of Chile to attract industries to add value and production in the country, RLL is liable, during the validity of the Basic Agreement and with previous approval of the Corporation for each case, to offer its lithium products to the lowest price of export parity (FOB Chilean port) of the last six months ("Obligation of most Favorable Price") to the specialized producers (public or private) of value added products, including the production of lithium cathodes, parts of lithium batteries and lithium salts, which are produced in Chile ("Local Specialized Producers"). The Local Specialized Producers are entities that have developed or acquired technology that allows them to develop value added products, as the aforementioned, based on those produced by RLL in virtue of this Annex. Consequently, in no case, the preferential sale can be destined, by the Local Specialized Producers or their subsidiaries, to the commercialization of products such as lithium carbonate, lithium hydroxide, or lithium chloride in any of their attributes. The Obligation of most Favorable Price, cannot exceed, initially, fifteen per cent of the theoretical annual production capacity (Appendix VII) of the lithium hydroxide, lithium carbonate and lithium chloride products. Once, the fifteen per cent aforementioned has been entirely allocated, said percentage will be increased in annual fees of two comma five per cent, until reaching a twenty-five per cent of the theoretical annual production capacity. For this option to become effective, CORFO will communicate it in writing to the entity or entities that qualify as Local Specialized Producers, with an anticipation of at least a year before these sales begin. **Nine. Access to Information, Supervision and Audit.** RLL will establish and keep its information in a way that the Corporation will be able to easily identify the assets, and sales related to the compliance of the Basic Agreement and, likewise, will provide all the documents, information and commercial data that should be necessary for the described purpose. Subject to the requirements of confidentiality and security of RLL, the Corporation and its employees or authorized agents will have the right to audit, carry out appraises, take samples, examine, and make copies or extracts of the financial, operative and productive records (in any form they are recorded, whether written, electronic or other) related to or pertaining to the Basic Agreement, which are under control of RLL with the only purpose to evaluate the compliance of RLL of the obligations established in the Basic Agreement. RLL will keep said records at all time during the period of validity of the Basic Agreement, and for a period of three years after the Agreement ends. RLL will have, at any time by request of the Corporation, whether on or after the stipulated period and knowing of the obligation to keep the aforementioned records, to make available the records for their evaluation and audit. The availability of said records will be carried

out during working hours at the office of RLL or in their facilities, subject to at least a three-day written prior notice. Subject to the reasonable confidentiality and security requirements, including the previous coordination with RLL, the Corporation will have the authorization to enter the salt flat and facilities, and Plants at any time with the purpose to review and corroborate the information provided by RLL, in the scopes described hereinabove. The costs of any executed audit, according to the dispositions of this norm, will be assumed by the Corporation, unless that the audit discovers important precedents of possible fraud, forgery or unfulfillment by RLL, in which case the Corporation can require the corresponding costs from RLL. If as a result of the inspections carried out by the Corporation, any type of remarks are generated, the Corporation will inform about them to RLL, through written communication, addressed to the general manager. The sending of said letter will carry the same process of dispute resolution aforementioned in previous number six, letter (e), as applicable. RLL will make things convenient so that the Corporation can set up the systems deem pertinent for the correct control of the Basic Agreement, which in any case, will not interfere in the operation of RLL.

Ten. Investigation and Development Efforts (R&D) in Chile. From 2017 and during the validity of the Basic Agreement, RLL is liable, unilaterally and irrevocably, to annually transfer, to one or more non-profit organizations in the fields of research and technological development, the total amounts indicated in the following table during the pertinent calendar year (each one the "Annual R&D Contribution"):

YEAR 2017 R&D Payment for any event US\$ six million
YEAR 2018 R&D Payment for any event US\$ seven million thirty thousand
YEAR 2019 R&D Payment for any event US\$ seven million sixty thousand four hundred fifty
YEAR 2020 R&D Payment for any event US\$ seven million ninety-one thousand three hundred fifty-seven
YEAR 2021 R&D Payment for any event US\$ seven million one hundred twenty-two thousand seven hundred twenty-seven
YEAR 2022 R&D Payment for any event US\$ eleven million six hundred three thousand one hundred thirty-five
YEAR 2023 R&D Payment for any event US\$ eleven million six hundred thirty-five thousand four hundred fifty-four
YEAR 2024 R&D Payment for any event US\$ eleven million six hundred sixty-eight thousand two hundred fifty-seven
YEAR 2025 R&D Payment for any event US\$ eleven million seven hundred one thousand five hundred fifty-two
YEAR 2026 R&D Payment for any event US\$ eleven million seven hundred thirty-five thousand three hundred forty-seven
YEAR 2027 R&D Payment for any event US\$ eleven million seven hundred sixty-nine thousand six hundred forty-nine
YEAR 2028 R&D Payment for any event US\$ eleven million eight hundred four thousand four hundred sixty-five
YEAR 2029 R&D Payment for any event US\$ eleven million eight hundred thirty-nine thousand eight hundred four
YEAR 2030 R&D Payment for any event US\$ eleven million eight hundred seventy-five thousand six hundred seventy-two
YEAR 2031 R&D Payment for any event US\$ eleven million nine hundred twelve thousand seventy-nine
YEAR 2032 R&D Payment for any event US\$ eleven million nine hundred forty-nine thousand thirty-one
YEAR 2033 R&D Payment for any event US\$ eleven million nine hundred eighty-six thousand five hundred thirty-eight
YEAR 2034 R&D Payment for any event US\$ twelve million twenty-four thousand six hundred eight
YEAR 2035 R&D Payment for any event US\$ twelve million sixty-three thousand two hundred forty-nine
YEAR 2036 R&D Payment for any event US\$ twelve million one hundred two thousand four hundred sixty-nine
YEAR 2037 R&D Payment for any event US\$ twelve million one hundred forty-two thousand two hundred seventy-seven
YEAR 2038 R&D Payment for any event US\$ twelve million one hundred eighty-two thousand six hundred eighty-three
YEAR 2039 R&D Payment for any event US\$ twelve million two hundred twenty-three thousand six hundred ninety-five
YEAR 2040 R&D Payment for any event US\$ twelve million two hundred sixty-five thousand

three hundred twenty-two **YEAR 2041 R&D Payment for any event US\$** twelve million three hundred seven thousand five hundred seventy-three **YEAR 2042 R&D Payment for any event US\$** twelve million three hundred fifty thousand four hundred fifty-eight **YEAR 2043 R&D Payment for any event US\$** twelve million three hundred ninety-three thousand nine hundred eighty-six. The contribution will be paid by RLL to one or more non-profit organizations in the fields of research and technological development, public or private, which purpose is: i) the development of technology focused on a) use and/or application of solar energy, lithium salts or the salts and products of the Salar de Atacama, or b) non-metallic and metallic mining, or c) exploitation of solar energy; or, ii) studies and researches applied in the fields mentioned in the previous Roman numeral (together, the "Organizations"). The Board of the Corporation will define the Organizations that will receive all or part of the Annual R&D Contribution for each year (and therefore, the amount or amounts that will be received), and only will be eligible those which have representation, participation or any other involvement in their management of representatives of universities and/or agencies of the State's Administration. The Corporation will request, as a condition to receive the Annual R&D Contribution, that each Organization is held liable to respect the purpose for which the contribution is assigned for, and to comply with the purposes and goals that the Corporation will establish through an agreement to be subscribed with each Organization. RLL will make the Annual R&D Contribution according to how is established by the Corporation, during the first week of August of each calendar year. In the event that the Board of the Corporation has not established the Organization or Organizations of research and technological development with posterity to the first week of August of each year, RLL will pay the total amounts corresponding to the periods for which they have accumulated as soon as possible, as the Corporation establishes the Organization or Organizations. Likewise, when the Basic Agreement comes to an end, RLL will notify the recipient Organizations of the contribution related to this numeral, the proportional amount to the time passed during the calendar year in question. In the event the contributions from RLL stated in this Clause originate developments related to lithium that are or could be object of intellectual property, RLL will have the right to obtain a license in perpetuity for the non-exclusive use of licenses, without any cost. The latter, without prejudice to the Organization right to keep and preserve its rights over said intellectual property, which it can use, possess and dispose in any way. Even though, this obligation assumed by RLL does not transfer in benefit of the Corporation, RLL, Rockwood and Foote Limitada state that they know and accept that this stipulation has been decisive for the Corporation when the present document was agreed upon. **Eleven. Communities.** As was established in the 2015 final report of the National Lithium Commission, the development of a sustainable and inclusive lithium exploitation implicates the establishment of strong mechanisms of participation of the communities, including the ones from native people and share value schemes between RLL and the communities. In regards to the aforementioned, the Corporation states that has been a relevant consideration for the subscription of the present document, the existence and compliance of the agreements between RLL and the communities of the basin of the Salar de Atacama (hereinafter the "Agreements with Communities"). These agreements are as follows: (i) Agreement of cooperation, sustainability and mutual benefit with the Council of the People of Atacama, the Atacama Native Community of Río Grande and others, formalized by private contract on February 21st 2016, which signatures were authorized by Calama's Notary Public, José Miguel Sepúlveda García; (ii) Agreement of cooperation, sustainability and mutual benefit with the Atacama Native Community of Peine, formalized by public deed subscribed on November 8th 2012, in the Public

Notary Office of Calama by José Miguel Sepúlveda García; and (iii) Framework Agreement of Cooperation with the Municipality of San Pedro de Atacama, formalized by private contract on August 25th 2015. RLL is liable to comply all and each one of the obligations committed to in the Agreements with the Communities and Native Associations, Municipalities and Communal Organizations, according to the best practices and the highest established standards by the proper international organizations, always ensuring the faithful compliance of what was agreed upon, and enforcing the establishment of transparent and fair governance mechanisms in the implementation of said Agreements. On the other hand, the Corporation sets forth that is engaged in the evaluation of the application of the Atacama native communities to develop a project for a photovoltaic solar plant (hereinafter the “Solar Plant”), in the context of a native undertaking which would be supported by the Corporation through a loan from the Inter-American Development Bank. According to the aforementioned, RLL is liable to deploy its best commercially reasonable efforts in order to subscribe a contract of purchase of the energy generated by the Solar Plant, once it becomes fully operational. **Twelve. Commercialization of Brine.** During the validity of the Basic Agreement, RLL will not be able to commercialize raw brine, concentrated brine and/or refined brine or in any other grade of concentration, or lithium carnallite, either directly or indirectly through third parties, unless the Corporation specifically approves it. **Thirteen. Arbitration.** The Corporation, Rockwood, Foote Limitada and RLL agree that any dispute between any of them, which arises from or in connection to the Basic Agreement, including all its modifications, it will be definitely resolved in accordance with the International Chamber of Commerce (ICC) Rules of Arbitration, by a panel composed of three arbitrators. The venue for the arbitration will be Santiago of Chile and the language will be Spanish. The Corporation will designate one of the arbitrators, and the other Parties will designate a second arbitrator. The two arbitrators designated as abovementioned, will designate by mutual agreement a third arbitrator, who will preside over the Tribunal. If any of the mentioned arbitrators would not have been designated within a month’s time, the missing arbitrator or arbitrators will be designated by the ICC International Court of Arbitration, according to their Rules of Arbitration. The Tribunal will solve the matter applying Chilean law and the procedure will abide by the ICC Rules of Arbitration with the modifications the Parts may deem convenient. **Fourteen. International Agreements.** RLL is liable to observe the international agreements that forbid the commercialization of the products related to the Basic Agreement to countries that could give them an inappropriate use (black list). **Fifteen. About the processing of salts in other parts of the Salt Flat.** In case the Corporation comes to obtain a flow of lithium salts from other parts of the Salt Flat, before the year 2030, and in case the Corporation would request it, RLL is liable to make the best efforts to process these minerals in the same conditions of commission payment to the Corporation, stated in previous number six. **Sixteen. Right to visit the Salar de Atacama.** The Corporation, by itself or through third parties, will have the right to visit the Salar de Atacama to perform inspections, studies or visits with the interested parties in case of an eventual bidding before the Basic Agreement ends. **Eighteen. Reports about the protection of mining concessions.** RLL will deliver biannual reports to the Corporation in which will account for all actions of administration, management, protection, safety, care and continuous monitoring of the three thousand three hundred forty-four mining concessions that were transferred to it in virtue of the Basic Agreement, and of the one thousand three hundred seventy mining concessions named “No Man’s Land”, avoiding, among other contingencies, the future protection against protests, measurement requests, existence of claims, concessions for exploring and eventual partial

superpositions from third parties, constitution of water rights, superficial rights, new water rights bestowed or other limitations to the ownership which affect or could affect the integrity and subsistence of the mentioned concessions. Said reports must contain, additionally, detailed information related to the situation of the superficial lands, eventual non-compliances of the rules, eventual negative effects of the resources and any other relevant circumstance detected. Without prejudice to the aforementioned, RLL will be liable to immediately inform to the Corporation of any circumstance or fact that affects or can affect the integrity and subsistence of the mining concessions abovementioned, as well as, of the actions that RLL exercises in order to defend said concessions. **Eighteen. Reports about productive factors.** RLL is liable to deliver to the Corporation the following information of technical control, which should record the main variables of exploitation and operation according to the Tables included in the Appendix V "Reports about Economic-Productive Factors", as applies: a. Details of the productions by product, as well as detail of the quota consumed by each Plant, they will be delivered to the Corporation along with each trimestral payment statement of the Commission. b. Details of the extraction, reinjection (if applies) and concentration of brines, statistics of recuperation/efficiency, and other productive and chemical details, they will be delivered to the Corporation along with each trimestral payment statement of the Commission. c. A detail of the accumulated balance mass, it will be delivered to the Corporation along with each trimestral payment statement of the Commission. d. Copy of the reports and file cards that regularly RLL must issue and send to the National Service of Geology and Mining, to the Environment Superintendence, to the Waters General Direction, to the National Forestry Corporation and to the competent Agriculture Regional Governmental Secretary, according to the valid RCA. Particularly, RLL must provide copy of the hydrogeological reports, physicochemical and biotics monitoring, measurements, analysis, studies, audits, purposes and compliance deadlines, and any other information related to the environmental monitoring of its project; reports connected to the control procedure of the CCHEN (quantity of the total equivalent metallic lithium that it is exporting, final recipients of the products, final utilization, etc.); reports generated from the environmental follow-ups and monitoring systems established in the Agreement with the Council of the People of Atacama; and to any other regulating institution that is related to the productive and environmental factors. **FIFTH: Mining Concessions.** Regarding to the subparagraph (i) (b) of the Second Clause of the Basic Agreement, the obligation of the Corporation regarding the one thousand three hundred seventy mining concessions referred to, will remain valid and consequently, the Corporation will not, nor let others, perform any acts of exploitation or do any other labor, will not transfer or abandon said mining concessions, and RLL on its part, will continue making the payment of the mining patents, without any charge for the Corporation. Regarding the three thousand three hundred forty four mining concessions that were transfer in ownership by the Corporation to RLL in virtue of what was established in letter (a) of the Second Clause of the Basic Agreement, RLL is liable to return to the Corporation, without charges, the ownership of said mining concessions and its corresponding water rights, immediately when the deadline of the Basic Agreement expires (including the closing of labors), whether the one provided in number one or three of this Annex, in the cases provided in the second paragraph that follows letter (b) of the paragraph titled Capital of the Second Clause of the Basic Agreement and in the second paragraph of letter (b) of the Fifth Clause of the articles of incorporation of RLL and in general, in case of conclusion of the Basic Agreement for any other reason or circumstance. Regarding verification of the gratuitous return of the three thousand three hundred forty-four concessions stated in the

previous paragraph, the pertinent Mine Custodian will proceed to register said concessions in the name of the Corporation, only with the presentation of a public deed subscribed by both parties, placing on record that the Basic Agreement has ended. In case the cause for the Basic Agreement to end is the dissolution of RLL, it will be enough to present a public deed subscribed only by the Executive Vice-President of the Corporation, placing on record said circumstance. On the other part, since the Corporation is no longer a partner in RLL, the Corporation recognizes that Rockwood and Foote Limitada have the right to modify the articles of incorporation of RLL, subject to that said modification will not affect or harm in any way the rights of the Corporation, under the Basic Agreement. It is also placed on record, that are still valid the obligations of RLL regarding the mining concessions that were transferred to it by the Corporation, included both in the Basic Agreement as in the articles of incorporation of RLL. Additionally, by this act, RLL bestows to the Corporation the right to purchase (hereinafter the "Right of Acquisition") all or a part of the assets for the solar extraction and evaporation of brine, such as superficial lands, wells, evaporation ponds, pumps and related equipment located in the Salar de Atacama (hereinafter the "Assets for Brine Extraction"), as well, the concessions that RLL or any Associated Party that is currently constituted or could be constituted in the future within a radius of twenty kilometers in the immediate surroundings to the three thousand three hundred forty-four mining concessions mentioned in the previous paragraphs and also, the water rights that RLL currently has for the exploitation of said concessions, at a price equivalent to the fair market value of the assets, considered individually, (hereinafter "Fair Market Price"). This right can be exercised by the Corporation from three years before the due date of the Basic Agreement and to take effect once it comes to an end. If the Parties do not agree a Fair Market Price within the sixty working days of the right being exercised by the Corporation, this will be defined by an independent and internationally renowned appraiser, appointed by mutual agreement between the Parties or otherwise, if there is no agreement, in the period of ten working days, by the Ordinary Justice of Chile. The right of acquisition of the Corporation can be transferred to third parties. The Fair Price will be calculated for the lands considering the value of said assets in the market of the region for rural non-cultivable areas. In the case of used movable or immovable assets, the price will be estimated from the equivalent used assets secondary market. Under no circumstances, these assets will be valued as essential for the ongoing enterprise. Once the Basic Agreement comes to an end, the parties will have ninety days to carry out the material hand over of the facilities. During said period, RLL will remain responsible for said facilities. In case the Basic Agreement is terminated, the Corporation will have the right to demand the total payment of the Commission for the sale of the extracted products and those pending of being transferred by then, said transfer should be accomplished in a maximum period of twelve months. **SIXTH: Causes for anticipated termination.** The Corporation can terminate with anticipation the Basic Agreement, without any right for RLL, Foote Limitada or Rockwood to claim compensation of any kind, for any of the following situations: a. Dissolution or termination of RLL. b. Abandonment from RLL of the works related to the Basic Agreement, which is understood in case RLL suspends production operations for a period greater than two years and it does not find its cause in fortuitous event of force majeure. c. Declaration of bankruptcy of Rockwood, Foote Limitada or RLL. d. In the event RLL keeps unpaid and undisputed obligations in concept of Commission for a period greater than six months, from the moment the obligation is required or payments become delayed five times in a period of two years, in accordance to what was set forth in Clause four, numeral six, letter (c), understanding the delay as a payment done after the period of remediation. e. If within a period of

three years RLL is obligated to make additional payments to the Corporation over five times, on the occasion of using the contestation procedure set forth in number six) letter (e) of the Fourth Clause of this Annex. f. The constitution by RLL or a third party, of any encumbrance for the mining concessions transferred by the Corporation to RLL in virtue of the Basic Agreement, or the execution of any legal act, that could harm the Corporation regarding said concessions, particularly, but not reduced to, its right to receive them in restitution entirely and free of encumbrance or obligations of any kind related to them. g. The lack of payment of the mining licenses for the mining concessions transferred and the one thousand three hundred seventy mining concessions own by the Corporation in virtue of the Basic Agreement, until before the ten days after the first publication referred to in the third section of article one hundred forty-seven of the Mining Code, regarding the list prepared by the General Treasury of the Republic where the related concession can be found. h. Non-compliance by RLL of the prohibition to sell raw brine, concentrated brine and/or refined brine or in any grade of concentration or lithium carnallite, in the terms regulated on the Fourth Clause, numeral twelve. **SEVENTH:** all other rights and obligations between the Corporation, on one part, Rockwood, Foote Limitada and/or RLL on the other part, originated from the Basic Agreement, which were not modified or terminated in virtue of this Annex, will continue to be valid between the Parties. This Annex has been agreed considering the RCA and the Resolution of the CCHEN mentioned in the following Eight Clause, both bestowed in favor of RLL and that make its execution possible, in terms that the rights and obligations set forth in this document, only take effect if the same are still valid. It is placed on record that in case of any divergence or contradiction between what has set forth in this Annex and the Basic Agreement, it will prevail was has set forth in the Annex. **EIGHT:** It is placed on record that we have complied with what was established in article eight of Law sixteen thousand three hundred nineteen, by Agreement Number two thousand two hundred six, of November 22nd 2016 of the CCHEN, executed by Exempt Resolution Number one hundred thirty-nine of 2016, which contains the authorization of the Quota and imposes the obligations that are therein described (the "Resolution"). For this Annex to take effect, it will be required that the resolution of CORFO, which approves this document, is completely executed. **NINTH:** For the effects of this Annex, it will be understood as "working day" all those which aren't Saturday, Sunday or a holiday (public or private) in the Republic of Chile. **TENTH:** the Parties agree that RLL will not be able to transfer in any form, totally or partially, the rights and obligations generated from the Basic Agreement, without the previous and explicit consent of the Corporation. **ELEVENTH:** the appearing parties bestow special power of attorney to Jaime Ignacio García Pujol, identity card number seven million seven hundred four thousand one hundred ninety-two dash three, and to Osvaldo Pablo Lagos Puccio, identity card number five million eight hundred nineteen thousand four hundred ninety-nine dash nine, so that both acting together can subscribe in their behalf and representation, all the public and/or private documents and/or records corresponding and necessary for entirely solving any mistake or formal omission, which adaptation or amendment is necessary for the present Annex to take effect. The Parties proceed to authorize the bearer of an official copy of the present public deed to require and sign all the registrations, sub-registrations and entries that are pertinent in the corresponding Conservatory Registries. **TWELVETH:** the notary expenses generated by the present document will be charged to both Parties, in equal parts. **THIRTEENTH: Legal Capacities.** The legal capacity of **Eduardo Bitrán Colodro**, to represent the Corporación de Fomento de la Producción, is recorded in the Supreme Decree Number eighty-one, of the Ministry of Economy, Promotion and Tourism, dated March 18th 2014. The legal capacity of

Stephen Elgueta Wallis, to represent Rockwood Lithium Inc., was bestowed on him on January 16th 2015 by the Notary Office of Patricio Zaldívar Mackenna on March 9th 2015. The legal capacity of **Stephen Elgueta Wallis** to represent Foote Minera e Inversiones Limitada, is recorded in public deed dated February 22nd 2016 by the Notary Office in Santiago of Patricio Zaldívar Mackenna. The legal capacity of **Stephen Elgueta Wallis** and **Héctor Cáceres Egaña** to represent Rockwood Litio Limitada, is recorded in public deed dated March 23rd 2016 by the Notary Office in Santiago of Patricio Zaldívar Mackenna. The Appendixes I, II, III, IV, V, VI and VII mentioned in the present Annex are formally registered along with said Annex. The present sheet of paper corresponds to the public deed of **BASIC AGREEMENT ANNEX between CORPORACIÓN DE FOMENTO DE LA PRODUCCIÓN AND ROCKWOOD LITHIUM INC. AND FOOTE MINERA E INVERSIONES LIMITADA AND ROCKWOOD LITIO LIMITADA**. As proof and by previous reading, the appearing parties sign together with the officer of this Notary Office, María Muñoz Yáñez. A copy is given. I bear witness that the present public deed was recorded under File number nine thousand one hundred seven. I attest. It is entered into record that annexed documents to the present public deed are formally registered under Number one hundred thirty-eight on this same date and File. I attest.

Note of the translator: following you will find the signatures, names, identity card numbers and fingerprints of Eduardo Bitrán Colodro for CORPORACIÓN DE FOMENTO DE LA PRODUCCIÓN, Stephen Elgueta Wallis for ROCKWOOD LITHIUM INC., FOOTE MINERA E INVERSIONES LIMITADA and ROCKWOOD LITIO LIMITADA; and Héctor Hernán Cáceres Egaña for ROCKWOOD LITIO LIMITADA. Two illegible signatures and several seals close the document.