



VERSIÓN EN INGLES:

PURCHASE -SALE CONTRACT FOR THE TRANSMISSION OF
OWNERSHIP OF MINING CONCESSIONS

Entered, on the 13th day of the month of September of the year 2022, in Acaponeta, Nayarit, United Mexican States; on the one hand, as the owner of the Mining Concessions specified in this contract, which will hereinafter be referred to as "the Concessions", Mr. ALBERTO MARCOS CARRILLO ARMENTA, RFC 5409195R8, in his own right, and on behalf, as proxy, and with the express consent for the execution of this contract from his wife, Ms. GLORIA BONALES PONCE, as "the Seller", and, on the other hand, LAGO DE ORO RESOURCES, S.A. DE C.V., represented in this act by Mr. JESUS ARTURO HERNÁNDEZ RAMOS, as "the Buyer", in accordance with the following

DECLARATIONS:

I.- The Seller, Mr. ALBERTO MARCOS CARRILLO ARMENTA declares:

a).- That he is an individual, of legal age, of Mexican nationality, with legal capacity to enter into this contract, with Federal Tax Payer Registry (RFC) CAAA5409195R8, married under the conjugal partnership regime with Mrs. GLORIA BONALES PONCE, to who represents in this act, in accordance with the GENERAL JUDICIAL POWER OF ATTORNEY FOR LAWSUIT AND COLLECTION, ACTS OF ADMINISTRATION IN GENERAL, ACTS OF DOMINION, SUBSCRIPTION OF CREDIT TITLES, GRANTING AND REVOCATION OF POWERS OF ATTORNEY AND ACTS OF ADMINISTRATION IN LABOR MATTERS, granted in his favor by his own wife, in Public Deed 114088, of volume 548, Book XII, Folio 1182295, dated June 8, 202, of Notary Public number 58, with headquarters and exercise in the city of Guadalajara, Jalisco, in charge of the Licensed Notary Public Vidal González Durán Valencia, holder number 58, and who in the act exhibits, attaching a notarized copy to this contract, and whose legal powers to that effect have not been revoked, modified, or limited, in any way, as of this date, counting others with the express consent of his said wife, Gloria Bonales Ponce, for the celebration of this; same Power, of which the powers granted are transcribed below:

"To exercise it under the terms of articles 2207 two thousand two hundred seven of the civil code for the state of Jalisco and 2554 two thousand five hundred fifty-four of the Federal Civil Code, including all kinds of general and special powers that require power or clause special, and in an enunciative but not limiting way, with the following faculties: A).- COMPETENCE.- Represent the principal inside and outside the Mexican Republic, before any legislative or judicial administrative authority, whether federal, state or municipal, and before any natural or legal person.

b) .- JUDICIAL POWERS .- so that he can answer, counterclaim, renounce the jurisdiction of the principal and submit it to another jurisdiction; extend jurisdiction; challenge and allege incompetence; initiate and continue all kinds of lawsuits, attend and settle in the conciliation hearings provided for in article 282Bis two hundred and eighty-two "Bis" of the Code of Civil Procedures for the State of Jalisco; Offer and render evidence and cross out those of the contrary; interpose and acquit positions of confessional proof even in the personal and/or very personal confessional modality, consent to sentences; attend auctions make bids and improvements; ask for adjudication of goods compromise; engage in arbitrators or arbitrators, or friendly fixers; make and receive payments; agree on conventional procedures in the cases permitted by law; file ordinary and extraordinary appeals and desist from them desist from the action or instance, as appropriate; still from the amparo trial; formulate and present all kinds of criminal complaints and complaints and withdraw them when the laws allow it; grant pardon and cooperate with the public ministry and



demand reparation for the damage, and in general carry out all the necessary acts to achieve the object that is intended with the granting of this power.

c).- POWERS OF ADMINISTRATION: preserve and increase the businesses and assets of the principal; make and receive payments, give and receive in lease and loan; establish bonds and mortgages in favor of the principal and cancel them once the main obligation has expired. In general, he may carry out any act tending to a good administration of the principal's assets.

d).- DOMAIN POWERS.- buy and sell movable and immovable property, rights, and shares; encumber and bind principal's assets in any manner permitted by law; issue mortgage bonds; give in trust; session and acquisition of property, real and personal rights, make and receive payments in their own name, in cash, personal check, by electronic transfer or over the counter deposit in accounts in the name of the agent, including with the power to also award the properties owned by the principal, as well as carry out the deed in favor of a third party and in general may exercise the powers inherent to an owner.

The proxy will be empowered to request to make use of the income tax exemption benefit that corresponds to the principal, as well as to make any payment of taxes that are generated with any sale transaction.

e).- SUBSCRIPTION OF CREDIT SECURITIES. Sign titles of credit in the terms of article 9 or ninth of the General Law of Titles and Credit Operations in the name of the principal, being able to consequently carry out any kind of active, passive, and mixed or service operations with credit institutions, insurance companies, of stock and in general with any credit institution and in particular to open and cancel all kinds of Accounts; deposit, withdraw titles or funds, draw, pay and endos.

f).- CONFER GENERAL AND SPECIAL POWERS AND REVOKE THEM, REPLACING ALL OR PART OF THEIR MANDATE.

The agent may grant general or special powers of attorney, or substitute all or part of the previous powers without their own being understood to be diminished, and may revoke at any time, totally or partially, in accordance with the provisions of article 2207 two thousand two hundred and seven of the civil code of the state of Jalisco and correlative provisions of the Civil Codes of the rest of the entities of the Mexican Republic and the Mexico City, including article 2554 two thousand five hundred fifty-four of the Federal Civil Code.

g).- LABOR POWERS: so that they can act before the Conciliation and Arbitration Boards, with the legal capacity provided for in the first section I, of article 692 six hundred and ninety-two of the Federal Labor Law, as well as with the powers to compel the principal in their labor relations, individual or collective work, before all kinds of labor authorities, whether federal or local and in general to exercise all their instances until the consummation, in the understanding that it may be exercised before the Conciliation and Arbitration Boards, federal or local, Secretary of Labor and Social Welfare and unions of natural or legal persons, all this in the name and representation of the principal."

DURATION OF THE MANDATE: "in accordance with the provisions of article 2,214 two thousand two hundred and fourteen of the Civil Code for the state of Jalisco, this mandate will have a duration of 5 five years from the date of signing of this instrument, however, if during the validity of the power of attorney a business whose duration transcends the term has been started, the powers will be understood to be extended until its conclusion".

Likewise, in the final part of the same deed, regarding the above, it reads:

"MANDATE REGIME -- article 2207 two thousand two hundred seven of the Civil Code of the State of Jalisco says: to the letter-- article 2207 two thousand two hundred seven.- in the general judicial powers, it will suffice to say that they are granted with that character, so that the agent can represent the principal in all mixed and contentious voluntary jurisdiction business from its beginning to its end; provided that it is not about acts that according to the laws require a Special Power of Attorney, in such case the powers that are conferred with their specialty character will be consigned





In detail.- In types of powers, it can only be granted to people who have the title of lawyer , licensed in law or who does not have that character is necessarily found by legal professionals, who must sign and act jointly with the attorney, in all judicial procedures.- In the general powers of attorney to administer assets, it will suffice to say that they are granted with that character, so that the agent has all kinds of administrative powers.- In the general powers of attorney to exercise acts of ownership, it will suffice to state that they are conferred with that character, so that the agent has all the powers of ownership, as regards relative to assets as well as in their defense.-- Article 2554 two thousand five hundred and fifty-four Federal Civil Code to the letter says:--- Artí ass 2554 two thousand five hundred and fifty-four.- in all the general powers of attorney for lawsuits and collections it will suffice to say that they are granted with all the general and special powers that require a special clause in accordance with the law so that they are understood to be conferred without any limitation .—In the General Powers of Attorney to Manage Assets, it will suffice to express that they are given with that character so that the agent has all kinds of administrative powers.- In the General Powers of Attorney, to exercise acts of ownership, it will suffice that they are given with that character so that the agent has all the powers of the owner, both in relation to the assets, and to make all kinds of procedures in order to defend them.- when they want to limit, in the 3 aforementioned cases, the powers of the attorneys, the limitations, or the powers will be special."

b) .- That he is the sole and legitimate owner, with 100% participation, of the following mining concessions:

- 1.- "El Polo 4", with Mining Concession Title number 246224, valid from March 23, 2018, to March 22, 2068, which covers 90.0982 hectares, in the municipality of Tecuala, Nayarit; registered in the Registry Mining Public, Book: Mining Concessions, Volume: 410, Page: 22, Record 44.
- 2.- "Mary Fracc. 1" with Mining Concession Title number 246225, valid from March 23, 2018, to March 22, 2068, which covers 12.,6395 hectares, in the municipality of Acafoneta, Nayarit; registered in the Public Registry of Mining, Book: Mining Concessions, Volume: 410, Page: 23, Record 45.
- 3.- "Mary Fracc. 2, with Mining Concession Title number 246226, valid from March 23, 2018, to March 22, 2068, which covers 2.1095 hectares, in the municipality of Acafoneta, Nayarit; registered in the Registry Mining Public, Book: Mining Concessions, Volume: 410, Page: 23, Record: 46.2.
- 4.- "El Polo 3", with Mining Concession Title number 246227, valid from March 23, 2018, to March 22, 2068, which covers 92.5342 hectares, in the municipality of Tecuala, Nayarit; registered in the Registry Mining Public, Book: Mining Concessions, Volume: 410, Page: 24, Record: 47.
- 5.- "El Tule", with Mining Concession Title number 246316, valid from May 4, 2018, to May 3, 2068, which covers 9705.9473 hectares, in the municipalities of Tecuala, Acafoneta and Rosamorada, in the state of Nayarit; registered in the Public Registry of Mining, Book: Mining Concessions, Volume: 410, Page: 68, Record: 136.
- 6.- "Los Magos" with Mining Concession Title number 246696, valid from October 19, 2018, to October 18, 2068, which covers 272.4094 hectares, in the Municipality of Acafoneta Nayarit; registered in the Public Registry of Mining, Book: Mining Concessions, Volume: 411, Page 78, Record: 156.





c).- That the rights derived from the same Concessions, the object of this contract, are free of encumbrances, affectation, or limitation of their domain, and that at the date of the execution of this contract there is no other that could prevent its execution, encumbering, affecting or limiting, in any way possible, their rights over the same Concessions; guaranteeing the same Seller the existence, validity, and availability of its rights over them.

d).- That the Concessions in question are not subject to valid contracts, in force, of exploration, exploitation, the promise of sale, purchase, lease, association, joint venture, co-investment, co-ownership, or another (even as an option) that affects in any way -including, but not limit-the the ownership, use, enjoyment, access and availability of the same Concessions.

e).- That he has not received any notification from the Ministry of Economy (SE), the General Directorate of Mines (DGM), the Ministry of Finance and Public Credit (SHCP), the Tax Administration System (SAT), the Ministry of the Environment and Natural Resources (SEMARNAT), of the Federal Attorney for Environmental Protection (PROFEPA), nor of any other federal, state, municipal, communal, or ejido requesting or requiring the fulfillment of any obligation derived from any law, regulation, contract, agreement, or agreement, in relation to the concessions.

f).- That it has not requested or initiated any procedure for the abandonment, reduction or modification of the Concessions in question, their titles, surfaces or perimeters, partially or totally, that affect -or not- in any way, the rights derived from them.

g).- That there is no -by way of example, but not limitation- any recourse, claim, demand, complaint, or challenge, adverse to the rights or ownership of the Concessions.

h).- That there are no restrictions issued by any authority to carry out -including, but not limited to- mineral exploration, exploitation, or benefit works on the land covered by the Concessions.

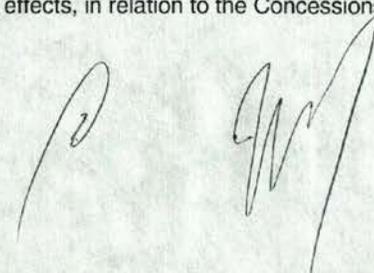
i).- That there has not been, nor is there, any act or omission, by the Seller, that could, due to notice or the passage of time, result in abandonment, non-renewal, loss, waiver, or any early termination of the rights of the same Seller in relation to the ownership of the concessions.

j).- That it is not currently carrying out any mining activity or operation on the land covered by the concessions; nor has it authorized access to the same land to any person to carry them out.

k).- That the Concessions are not within any Protected Natural Area or Natural Reserve, in the terms that these are defined in the environmental legislation, nor has the Seller received any notification from any authority informing of the creation of said areas or reserves where the Concessions are located.

l).- That the Concessions are not within a protected or restricted area by the National Institute of Anthropology and History (INAH) and no archaeological or historically important remains have been located within the area where they are located, or within their perimeters, and that there are no indigenous, tribal or native communities near the concessions, or nearby municipalities, cities or towns where the same communities may have influence or rights, in accordance with Mexican laws and international treaties.

m).- That it has not entered into any contract, agreement or arrangement with unions or associations of employees or workers, nor with future effects, in relation to the Concessions.





n).- That there are no orders, claims, requirements, collections, actions, lawsuits, complaints, lawsuits, processes, complaints, arbitrations, alternative dispute resolution processes, mediations, conciliations, labor awards, sentences, procedures for the execution of sentences, or any legal or administrative procedure, initiated, that may prevent or hinder in any way the free exercise of the rights derived from the Concessions; nor has it given rise to any of them being attempted, nor is it subject to any of their legal or administrative consequences; neither him itself, nor is it the plaintiff, plaintiff, plaintiff, defendant, defendant, defendant or any party in any of these procedures.

o).- That the execution and fulfillment of this contract, on your part, does not constitute and will not give rise to, nor will it cause, the breach or violation of any of the provisions contemplated in any legislation, or any contract in which the Seller is a party. , regarding the Concessions; nor the creation or imposition of any restriction or encumbrance on them, or the rights they grant.

p).- That it is not aware of any fact or act that it has not disclosed in writing to the Purchaser and that may adversely affect its capacity to carry out mining activities or operations in the Concessions, or to exercise the purchase thereof. , in accordance with this contract.

Q.- That it is your will to sell 100% of all the Concessions, complete, object of this contract, detailed in point I.-B of Declarations of the same, together with all the inherent and derived rights of the same.

II.- The Buyer LAGO DE ORO RESOURCES, S.A. DE C.V., through her legal representative in this act, Mr. Jesús Arturo Hernández Ramos, declares:

a).- That it is a Mexican Mercantile Company, constituted, organized, and existing under the laws of Mexico, whose corporate purpose includes the acquisition, disposal, exploration, development, and exploitation of mining concessions; registered in the Public Registry of Property and Commerce and in the Public Registry of Mining.

b).- That it complies with all the requirements to celebrate and formalize this contract, and all the instruments and documents related to or derived from it.

c).- That its legal representative in this act, Mr. Jesús Arturo Hernández Ramos, is duly empowered to represent Lago de Oro Resources, S.A. of C.V. in the execution of this contract, and to bind it under the terms thereof, by means of legal power for Lawsuits and Collections, Acts of Administration and Representation in Labor Matters that was granted before the faith of Notary Public Gerardo González-Meza Hoffman, Holder of Notary Public number 79, headquartered and exercised in Mexico City, in Public Deed of the same, number 79210, of book 1211, of the ordinary protocol, dated April 28, 2022; whereby the notarization of the Minutes of the Ordinary General Assembly of Shareholders of Lago de Oro Resources, a Variable Capital Stock Company, held on March 14, 2022, is recorded, of which the powers granted are transcribed below:

"Clause Seventeen. Messrs. Brian Hugh Wilson, Gillian K M Kearvell, Jesús Arturo Hernández Ramos, and Alejandro Mendoza Ávila are granted the following powers and authorities to exercise them jointly or separately:

a) General power of attorney for lawsuits and collections, under the terms of the first paragraph of article 2554 (two thousand five hundred fifty-four) of the Civil Code for the Federal District (today Mexico City) and its correlatives of the Civil Codes of the states of the Mexican Republic and the Federal Civil Code, with all kinds of powers, including those that require a special clause in accordance with the law, those provided for in article 2587 (two thousand five hundred and eighty-seven) of the aforementioned code, and in an enunciative form and not limitation, that of receiving payments and granting receipts, recusing, compromising in arbitrators, absolving and articulating positions, transferring assets in the judicial procedure, filing complaints and complaints and





withdrawing from them and, in general, withdrawing from all kinds of resources , lawsuits, rights and actions, including amparo;

b) General power of attorney for acts of administration under the terms of the second paragraph of article 2554 (two thousand five hundred fifty-four) of the Civil Code for the Federal District (today Mexico City) and its correlatives of the Civil Codes of the states of the Mexican Republic and the Federal Civil Code;

c) Power of attorney for acts of administration in labor matters, under the terms of articles 11 (eleven), 46 (forty-six), 134 (one hundred and thirty-four), 523 (five hundred and twenty-three), 684-E (six hundred and eighty- four dash E), 692 (six hundred and ninety-two), 786 (seven hundred and eighty-six), 787 (seven hundred and eighty-seven), 873 (eight hundred and seventy-three), 873-A to 873K (Eight hundred and seventy-three dash A to Eight hundred and seventy-three indent K), 874 (eight hundred and seventy-four), and other applicable provisions of the Federal Labor Law, in order to appear before the labor authorities and/or in the corresponding judicial case, in the labor procedures and lawsuits in those in which the company is an interested party or third party, both in the conciliation procedure and in the preliminary hearings, and in the trial, in any of its stages, as well as to answer positions and answer questions.

Because of the representation referred to in the previous paragraph and within their designation, the attorneys-in-fact will represent the company before its workers, in everything related to the provision of services, indications and work orders, hiring, termination of the relationship of work, rescissions and the rest that derives from the execution of the (thus) tasks.

The attorneys-in-fact may act before the labor unions with which they have entered collective labor contracts, and for all purposes of individual or collective conflicts, in general, for all labor-management matters and may exercise their representation before any labor authority. and social services referred to in article 523 (five hundred twenty-three) of the Federal Labor Law; They may also appear before the Conciliation and Arbitration Boards, whether local or federal, as well as when applicable, before the Labor Courts of the Judicial Power of the Federation or of the states of the Mexican Republic, the Federal Center of Conciliation and Labor Registry and/or the Local Conciliation Centers of the states of the Mexican Republic; consequently, they will have the employer representation for the purposes of articles 11 (eleven), 46 (forty-six), and 47 (forty-seven) of the Federal Labor Law, and also the legal representation of the company, for the purposes of prove the personality and capacity in court or out of it, under the terms of article 692 (six hundred and ninety-two), second and third sections; they may indicate domicile to receive notifications in the terms of article 739 (seven hundred thirty-nine) of the Federal Labor Law; they may also appear for the relief of confessional and testimonial evidence, under the terms of articles 787 (seven hundred and eighty-seven) and 788 (seven hundred and eighty-eight) of the Federal Labor Law, with the power to articulate and answer positions or answer questions ; may appear with all the legal representation that is insufficient to attend the conciliation procedure indicated in article 684-E (six hundred and eighty-four indent E), as well as the preliminary and trial hearings referred to in articles 873-E (eight hundred and seventy-three indent E) and 873-H (eight hundred and seventy-three indent H) of the aforementioned law, in each and every one of the instances, acts and proceedings that are required for the correct development of the aforementioned hearings, including the presentation of evidence, as well as the respective conciliation procedure; likewise, they are conferred the powers to propose conciliatory arrangements, enter into transactions, to negotiate and sign labor agreements and/or liquidation agreements, at the same time that they may act as representatives of the company as administrators, regarding and for all kinds of lawsuits or work procedures that are processed before any authority; special power to open or cancel any type of bank accounts in the name of the company in any bank of its choice, in the Mexican Republic or abroad."



Regarding the above, in the final part of the deed what is it about, it reads:

"To comply with the provisions of article two thousand five hundred fifty-four of the Civil Code for the Federal District (today Mexico City), said provision is transcribed below:



ARTICLE 2554 - In all the general powers of attorney for lawsuits and collections, it will suffice to say that it is granted with all the general and special powers that require a special clause in accordance with the law, so that they are understood to be conferred without any limitation.

In the general powers of attorney to administer assets, it will suffice to express that they are given with that character, so that the agent has all kinds of administrative powers.

In the general powers of attorney to exercise acts of ownership, it is going to be that they are given with that character so that the agent has all the powers of owner, both in relation to the assets, and to make all kinds of procedures in order to defend them. , when it was wanted to limit, in the 3 aforementioned cases, the powers of the attorneys, the limitations will be consigned, or the powers will be special.

Notaries will insert this article in the testimonies of the powers that they grant"

and that thus, the contracting parties have decided and agreed to enter this contract, assuming its consequences, in accordance with the following

CLAUSES:

FIRST: The Seller, Mr. ALBERTO MARCOS CARRILLO ARMENTA, in his own right, also appearing on behalf of and with the express consent of his wife, Mrs. GLORIA BONALES PONCE, as his legal representative, **SELLS** to the Buyer, LAGO DE ORO RESOURCES, S.A. DE C.V., 100% of all the Mining Concessions, complete, object of this contract, detailed in point I.-B of Declarations of this same contract, together with all the inherent and derived rights of the same, transmitting their ownership; and the Buyer, LAGO DE ORO RESOURCES, S.A. DE C.V., **BUYS** them for itself; considering, from the signing and ratification of this contract, the sale object of it, perfect.

SECOND: As the total price of the purchase and sale operation object of this contract, the Buyer will pay the Seller, the following:

- 1.- The equivalent of \$150,000.00 USD (One Hundred and Fifty Thousand Dollars of the United States of America) in Pesos, National Currency - in accordance with the exchange rate issued by the Bank of Mexico and published in the Official Gazette of the Federation in the day of the payment in question, or on the immediately preceding business day, if the first is not available-, plus VAT, in the act of notarial ratification of this contract, constituting the same, ratified by a notary, the broadest receipt for the payment of the said amount to the Seller, to its entire satisfaction.
- 2.- The equivalent of \$150,000.00 USD (One Hundred and Fifty Thousand Dollars of the United States of America) in Pesos, National Currency - in accordance with the exchange rate issued by the Bank of Mexico and published in the Official Gazette of the Federation in the day of the payment in question, or on the immediately preceding business day, if the first is not available-, plus VAT, once the Buyer submits this contract for registration with the Public Registry of Mining.
- 3.- The equivalent of \$400,000.00 USD (Four Hundred Thousand Dollars of the United States of America) in Pesos, National Currency -in accordance with the exchange rate dated August 31, 2022, plus VAT, that is, the amount of \$9,277,448.00 (Nine Million, Two Hundred and Seventy-Seven Thousand, Four Hundred and Forty-Eight Pesos, National Currency) upon





formal and definitive approval, by the Public Registry of Mining, of the registration of this contract and the titles are issued in the name of the Buyer

4.- As of the approval of the final registration of this Purchase Agreement by the Public Registry of Mining, the seller will retain a 1.5% royalty of the Net Smelter Return (NSR) on the property, and The payment of Royalty Interest will be based on the Net Income that the Buyer receives from the Gold smelter or refinery of commercial production of the concessions, determined in Dollars of the United States of America, payable in its equivalent in Pesos, National Currency - in accordance with the exchange rate issued by the Bank of Mexico and published in the DOF on the day of the payment in question, or on the immediately prior business day.

For the payment of the same royalty of the Net Smelter Return (royalty or NSR, for its acronym in English) the "Spot Price" will be based on the London Bullion Second Market Configuration, in its equivalent in Pesos. , National Currency - in accordance with the exchange rate issued by the Bank of Mexico and published in the Official Gazette of the Federation on the day of the payment in question, or on the immediately preceding business day, if the first-. In calculating the royalty, only the charges for direct treatment of a smelter and the charges for refining of the refinery in question will be deductible from the income received from the sale of Gold.

No production royalty is due, and will not be due, on any mineral substance contained in ore at breña, tailings dam, tepetatera, leach pads, or de-watering heaps, remaining after processing the minerals.

In the event that the seller decides to sell the Net Smelter Return (NSR) royalty granted by this contract, the Buyer will have the Right of Preemption or of Both on it, in the percentage that it decides, Therefore, the Seller must notify the Buyer of its decision to sell by a notary or judicial notice, informing it of the price and payment conditions, at its address, by means of a judicial or notarial notification, and the Buyer will have 90 business days to exercise its right to Preference or Del Both, counted from the day following said notification.

From the acceptance of the definitive registration of this contract by the Public Mining Registry, the Buyer will have the right -whenever it decides, if it so decides- to buy (repurchase) the Net Smelter Return (NSR) royalty. English) granted to the Seller, prior notarial or judicial notification of its

intention to do so, paying the equivalent of \$2,000,000.00 USD (Two Million Dollars of the United States of America) in Pesos, National Currency, -in accordance with the exchange rate issued by the Bank of Mexico and published in the Official Gazette of the Federation on the day of the payment in question, or on the immediately preceding business day, if the first is not available-, within 90 business days following that same notification.

"Net Smelter Return", shall mean the aggregate proceeds received by the Purchaser from time to time from any smelter or other purchaser from the sale of Gold commercially produced by and from the Concessions after deducting from such proceeds the following charges (only to the extent that they are not deducted by the smelter or other purchaser in computing the proceeds): 1. the cost of transportation of the ores, concentrates or metals from the Mining Concessions to such smelter or other purchase, including related insurance; 2. smelting and refining charges including penalties; and 3. marketing costs. The Purchaser shall reserve and pay the NSR Royalty to the Vendor. Payment of NSR Royalty to the Seller shall be made semi-annually, within thirty (30) days after the end of each semiannual period during which the Purchaser receives Net Smelter Returns. Within sixty (60) days after the





end of each semiannual period for which the NSR Royalty is payable to the Seller, the records relating to the calculation of the NSR Royalty for such year shall be audited by the auditors of the Seller and any adjustments in the payment of the NSR Royalty to the Seller shall be made forthwith after completion of the audit. All payments of the NSR Royalty to the Seller for a calendar year shall be deemed final and in full satisfaction of all obligations of the Purchaser in respect thereof, if such payments or the calculations thereof are not disputed by the Seller within sixty (60) days after receipt by the Seller of the same audited statement. The Purchaser shall maintain accurate records relevant to the determination of the NSR Royalty and the Seller, or its authorized agent, shall be permitted the right to examine such records at all reasonable times.

5.- For each discovery in the Concessions of 1.0 million Ounces (28.349523125 Grams per Ounce) of Gold, which is calculated and reported in a Canadian National instrument 43-101, (measured and indicated categories), the Buyer pay to the Seller the equivalent to \$50,000.00 USD (Fifty Thousand Dollars of the United States of America) in Pesos, National Currency, -in accordance with the published exchange rate by the Bank of Mexico and published in the Official Gazette of the Federation on the day of the payment in question, or on the immediately preceding business day, if the first is not available-.

The seller retains the right for the said payment for ounces of Gold discovered only on lands comprising the concessions, payments could be from one or more separate deposits found within the concessions and shall only be for successively new ounces discovered. Each ounce shall be inventoried or tabulated in a Measured and indicated resource estimate as defined and the calculation of and Payment shall be only after a minimum 100,000-ounce inventory threshold has been achieved for any deposit.

THIRD: The payment indicated in paragraph 3 of the SECOND clause of this contract, that is the amount of \$9,277,448.00 (Nine Million, Two Hundred and Seventy-seven Thousand, Four Hundred and Forty-eight Pesos, National Currency), in accordance to the exchange rate date August 31, 2022, is guaranteed by Cashier's Check number 0054055 from Monex, S.A. Multiple Banking Institution, dated August 31, 2022, issued for the amount, in pesos, specified herein, which remains on deposit before the Notary that certifies this contract, in accordance with the Payment Agreement, which is signed between the contractors separately.

Due to procedures in various government agencies, including the General Directorate of Mines, are experiencing delays for reasons beyond the control of the parties, the check must be compulsorily replaced by the "Buyer" after eleven months in the event that it may lose its validity and the registration of this contract is still in force.

FOURTH: Expenses for notarial ratifications, registration of this contract, those of the Trust Agreement, and those of any other contract that is signed and ratified for its fulfillment and registration, are the responsibility of the Buyer.

FIFTH: For any of the payments made by the Buyer, in accordance with the SECOND Clause of this contract, the Seller undertakes to deliver the corresponding receipt or invoice, with all the fiscal and legal requirements established in the applicable legislation, valid.

SIXTH: No employee or worker of the Seller will be transferred to the Buyer, by the execution of this contract, nor will the Buyer be a substitute employer of any worker or employee of the Seller.





SEVENTH: The buyer, by entering this contract, will not assume any debt or obligation of the Seller, nor will it substitute the latter as a debtor or obligor in any contract, agreement, or convention, before any natural or legal person, or before any government agency, except in the case of payment of rights for concessions.

EIGHTH: The Buyer will not substitute, for the execution of this contract, the Seller, in orders, claims, requirements, collections, actions, demands, complaints, lawsuits, processes, complaints, arbitrations, alternative conflict resolution process, mediation, conciliation, labor awards, sentences, procedures for the execution of sentences, or any other legal or administrative procedure whatsoever, that concern the same or the Concessions, and/or may -or may not- prevent or hinder in any way the free exercise of the derived rights. of the same concessions.

NINTH: By this contract, indefinitely,

the Seller undertakes to:

- a).- Not to interfere in any way with the mining exploration or exploitation carried out by the Buyer in the lots covered by the Concessions, nor in the procedures carried out by the Buyer to obtain the necessary permits, licenses, or authorizations to carry out the exploration and exploitation in the Concessions.
- b).- Inform the Buyer, as soon as possible, of any complaint, demand, claim, or legal or administrative proceeding that could affect or limit in any way the rights contracted by it, through this contract.
- c).- Cooperate, in the best way and as soon as possible, when so required by the Buyer, to carry out all the procedures and actions necessary to keep the Concessions in force and up to date with their administrative and legal obligations.
- d).- Not affect the surface and perimeter of the lots that cover the Concessions, including -in an enunciative form, but not limited to requesting the reduction, division, unification, correction, or abandonment, in whole or in part, of the areas covered by the Concessions, while the transfer to the Purchaser of the Concessions before the General Directorate of Mines is formalized and concluded.
- e).- Not to sell, encumber, assign, promise to assign or sell, or object to the Concessions and the rights derived from them, of any negotiation, agreement, deal, or contract.
- f).- Notify the Buyer, in writing, as soon as possible, at its address, of any notification, request or summons it receives from any authority, dependency, or individual, that affects or may affect the Concessions and the obligations and/or rights derived from this contract, attaching the respective original document of the notification, requirement or summons, in question.
- g).- To comply with the provisions of article 78 of the Regulations of the Mining Law, ratify this contract before the notary public, for its registration with the Public Registry of Mining, as many times as the Buyer so requires; or, sign the printing of a new one, under the terms and conditions of this contract, varying only its date, notarizing it, as many times as the buyer requires, for that purpose.



h).- Sign, ratify and provide any other document to the Buyer, which is necessary for the registration of this contract.

In the same way, the Buyer undertakes to:

a).- Request the registration of the act of transmission of ownership of the mining concessions before the Public Registry of Mining in a term of less than 15 days, for which it must:

Pay the mining rights and rectify the inherent obligations for the registration of the titles established in sections I and II of article 27 of the Law, to date.

Pay the fees for the registration of the act before the Public Registry of Mining.

Submit the original application and two copies for acknowledgment of receipt. One he will keep and the other he will give to the seller.

It must present it at the document reception and delivery window of the Documentary Control Subdirectorates of the General Directorate of Mines, located at Calle Acueducto No. 4 esq. Calle 14 BIS, Col. Reforma Social, Miguel Hidalgo, Mexico City, C.P. 11650, ground floor, or at the Subdirectorates of Mines of the Federal Delegation of the SE that corresponds to the jurisdiction of the mining lot, from 9:00 a.m. to 2:00 p.m., Monday through Friday on business days.

must correct the deficiencies or omissions that the authority could prevent in the first 7 business days (or more) following receipt of the request and must do so within a period of less than 10 business days, counted from the respective notification that indicates the authority.

THE BUYER undertakes to pay the rights and to rectify the inherent obligations for the registration of the titles established in sections I and II of article 27 of the Mining Law.

a).- Pay the costs, expenses, and rights for the exploration and/or exploitation of the lots covered by the concessions.

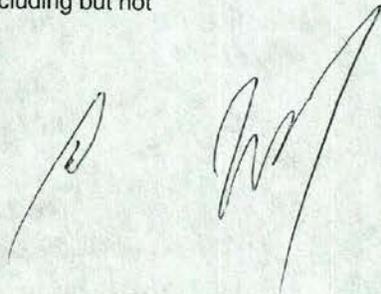
b).- Pay the rights for the Concessions, in the terms of the law.

TENTH: As of the execution of this contract, the Seller delivers to the Buyer the original Titles of the Concessions in question, The Concessions themselves, their possession, and the rights derived from them, and the documentation related to them, including the originals of your application, expert works, fee payments and official correspondence.

ELEVENTH: From the signing of this Purchase-sale Contract, and while its registration is approved; for the conservation, administration, exploration, and/or mining exploitation of the lots covered by the Concessions, the Buyer may -in an illustrative, but not limited way-:

a).- Hire the companies and personnel that agree with it.

b).- Carry out all the work and activities necessary for it, including -in an illustrative way, but not limited to- opening of roads, gaps; clearing, cleaning, leveling, and cutting of land, hills, and hills; searches, prospecting, sampling, drilling, excavations, landslides; drainage and/or transport and conveyance of water; crushing, hauling and movement of materials, construction works, installations, camps, airfields, heliports, and all their accessories; all of this -including but not





limited to through the use of construction materials, labor, tools, vehicles, machinery, equipment and/or explosives.

- c).- Extract, dispose of and benefit from the minerals found in the lots covered by the concessions.
- d).- Manage and celebrate the contracts, agreements and conventions that are convenient to achieve the necessary access, permits and authorizations, with the owners, holders and usufructuaries of land covered by the Concessions, for the exploration and/or exploitation of the lots covered by them, including -but not limited to- small owners, ejidos, ejidatarios, sharecroppers and ranchers.
- e).- Manage, process and pay all the permits, licenses or authorizations necessary to carry out the exploration and/or exploitation in the Concessions.

TWELFTH: Once the payments referred to in paragraphs 1, 2 and 3 of Clause TWO of this contract have been made, the Buyer will have the option to sell, assign or transfer -totally or partially- its rights and obligations as a party to this contract. contract to the natural or legal person, company, partnership or corporation that it decides, when it decides, and, therefore, in the proportion that it transmits, it will be substituted in everything, including the rights and obligations derived from this contract, for which will give notarial or judicial notice to the Seller, at his address, and its substitution in this contract will cause legal effects from the day after the same notification is made, thereby releasing the Promissory Buyer from any obligation derived from this contract.

THIRTEENTH: In case of non-compliance by any of the contracting parties, to any of the clauses of this contract and/or the obligations established therein, the party that incurs in said non-compliance, or causes it, is obliged to pay to the other the damages caused, also forcing the reimbursement of the expenses incurred for and for the execution of this contract, including - in the event that the claimant is the Buyer, and the latter cannot continue the exploration and/or exploitation of the lots covered by the Concessions- all payments made to the Seller, and all payments, investments and expenses that the Buyer may have made for and for the acquisition, conservation, administration, exploration and/or exploitation of the lots covered by the Concessions, and these same.

If either party fails to comply with any of its obligations arising from this contract, or is prevented from complying with the terms, agreements or conditions thereof, due to causes or events beyond its control, foreseeable or not, such as floods, earthquakes, fires, subsidence, ground collapses, landslides, interruptions or delays in the transportation of power supplies; strikes, work stoppages or other labor or social disturbances; health contingencies, blockades in the area where the concessions are located; wars, guerrillas, armed confrontations, serious insecurity; threats to the bodily integrity and freedom of people, threats of damage to equipment, vehicles, machinery and facilities; new government regulations or provisions that prevent the exploration or exploitation of the concessions, or any work or activity in them; procedures, complaints, lawsuits or any claim from third parties, whether individuals, legal entities, ejidos or communities, or government agencies; as long as, by virtue of the same, the exploration or exploitation of the Concessions, or any related activity, is prevented, and it is an Act of God or Force Majeure, it will not be considered a breach of any of the parties; provided that the event in question was not caused by action, omission or negligence that is imputable or attributable to the party incurring in non-compliance. If the said event is maintained for more than sixty calendar days, all the terms established in this contract will be extended for a period equal to the duration of the event derived from the Act of God or Force Majeure.



In order for the aforementioned to apply, the contracting party that is in any of the aforementioned cases must notify the other party, at his domicile, immediately and for each new cause of non-compliance or impediment to comply, indicating in such notification the details of the event in question, and the date on which he became aware of it, the contracting parties being obliged to carry out all the acts that correspond to them to end the same event(s); Likewise, the cessation of the event(s) in question will be notified.

FOURTEENTH: This contract is concluded in terms of the last paragraph of article 23 of the Mining Law, as well as article 78 of the Commercial Code, it has a commercial nature, so that in what is not expressly agreed here and in interpretation and compliance with this, the Mining Law, its Regulations, and the Commercial Code will be applied and, finally, in its supplementary nature, the Federal Civil Code.

FIFTEENTH: Both contracting parties agree that this contract is subject, in whole or in part, to the laws of the United Mexican States and to the jurisdiction and competence of the ministerial authorities, courts, and tribunals of the city of Mazatlán, Sinaloa, or of any other that the Buyer decides, at its discretion, expressly renouncing the jurisdiction and competence of different ministerial authorities, courts, and tribunals, which may correspond due to the amount, matter, location of the lots that cover the Concessions, address of the contracting parties, or place of celebration of this contract.

SIXTEENTH: For all legal purposes of this contract, and judicial and notarial notifications, the contracting parties indicate as their respective addresses,

The Buyer: San Millan 46, fraccionamiento La Rioja, Tlajomulco de Zúñiga, Jalisco, CP 45645, México.

The seller: Pomona 27, departamento 301, Colonia Roma, Alcaldía Cuauhtemoc, CP 06700, Mexico City

Any of the contracting parties may vary or change their domicile, providing their counterpart with a new one, by notarized or judicial notification made to it, and the respective change of domicile will take effect from the day following said notification.

The contracting parties will be exempt from their obligation to carry out the notarial or judicial notifications referred to in this agreement, if the contracting party in question receives said notifications in a simple writing signed by their counterpart, and is aware of them, stating his signature and date of notification in the same letter

SEVENTEENTH: In case of any divergence or difference between the Spanish and English versions of this contract, the Spanish version will prevail.

EIGHTEENTH: The Buyer will be the only one authorized to register this contract, or any other signed between the contracting parties, in the Public Registry of Mining, of the General Directorate of Mines, dependent on the Federal Ministry of Economy, in the Public Registry of Commerce, and/or in the offices of the Public Registry of Property and Commerce in Tecuala and Tuxpan, Nayarit, which serve the municipalities of Tecuala, Acaponeta and Rosamorada, Nayarit, and/or in Escuinapa, Sinaloa; empowering its representative in this act, Mr. JESÚS ARTURO HERNÁNDEZ RAMOS, to carry out everything necessary for it.





The Seller, in his own right:

"/s/ Alberto Marcos Carrillo Armenta"

ALBERTO MARCOS CARRILLO ARMENTA

The seller, as legal representative, and with the express authorization for the execution of this contract from his wife, Mrs. GLORIA BONALES PONCE, on his behalf:

"/s/ Alberto Marcos Carrillo Armenta"

ALBERTO MARCOS CARRILLO ARMENTA



On behalf of and as proxy of the Buyer,
LAGO DE ORO RESOURCES, S.A. DE C.V.:

"/s/ Jesus Arturo Hernandez Ramos"

JESUS ARTURO HERNANDEZ RAMOS