

INVESTMENT AGREEMENT

THIS AGREEMENT made this 27th day of August, 2018.

BETWEEN:

EVIM RESOURCES CORP., a corporation incorporated under the laws of British Columbia,

(the “**Corporation**” or “**Evrin**”),

– and –

NEWMONT CANADA CORPORATION, a corporation formed under the laws of Nova Scotia.

(“**Newmont**”).

THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants, agreements, representations, warranties and indemnities herein contained and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties covenant and agree as follows:

1. INTERPRETATION

1.1 Defined Terms.

For the purpose of this Agreement, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

- (a) “**Acceptance Notice**” has the meaning given to that term in Section 3.6(a)(iii);
- (b) “**Affiliate**” means, with respect to a specified Person, any other Person that such specified Person directly or indirectly Controls, is Controlled by, or is under common Control with; provided that, for greater certainty, neither the Corporation nor any of its Subsidiaries is an Affiliate of Newmont or any of its Subsidiaries for the purposes of this Agreement;
- (c) “**Applicable Period**” means the period commencing from and after the Time of Closing and continuing until the earlier of (i) the fifth anniversary of the Closing and (ii) the announcement by the Corporation of the entering into of an agreement in respect of a Cuale Transaction in accordance with Section 3.2 that involves the acquisition by an arm’s length third party of, or a right to acquire (whether or not subject to conditions), an interest representing at least 50% of the ownership or economic value of the Cuale Project.
- (d) “**Applicable Securities Laws**” means all applicable securities laws, including all applicable securities laws of each of the Reporting Jurisdictions and the United

States and the respective rules and regulations under such laws together with applicable published instruments, notices and Orders of the securities regulatory authorities in the Reporting Jurisdictions and the United States, and the rules and policies of the TSX-V and any other market or marketplace on which securities of Evrim are traded, listed or quoted;

- (e) “**Area of Interest**” means the area described as the “Area of Interest” in Exhibit B;
- (f) “**Audited Financial Statements**” has the meaning given to that term in Section 4.18;
- (g) “**Board**” means the board of directors of the Corporation, as it may be constituted from time to time;
- (h) “**Business Day**” means any day other than a Saturday, Sunday or statutory or civic holiday in either the city of Denver or the city of Vancouver;
- (i) “**Buyer**” has the meaning given to that term in Section 3.6(b);
- (j) “**Closing**” means the completion of the transactions contemplated on the Transaction Closing Date;
- (k) “**Common Shares**” means the common shares of the Corporation;
- (l) “**Conditional Portion**” has the meaning given to that term in Section 3.1(d)(ii);
- (m) “**Confidentiality Agreement**” means the confidentiality agreement entered into between the Corporation and Newmont dated June 11, 2018;
- (n) “**Contract**” means any agreement, indenture, contract, lease, deed of trust, licence, option, instrument, arrangement, understanding or other commitment, whether written or oral;
- (o) “**Control**” means that a Person has the power to direct or cause the direction of the management and policies of another Person, whether through holding beneficial ownership interest in such other Person, through Contract or otherwise;
- (p) “**Convertible Securities**” means any agreement, option, warrant, note, instrument, right or other security or conversion privilege issued or granted by the Corporation or any of its Affiliates that is exercisable or convertible into, or exchangeable for, or otherwise carries the right of the holder to purchase or otherwise acquire Common Shares, including pursuant to one or more multiple exercises, conversions and/or exchanges;
- (q) “**Credible Bid**” means any take-over bid (including an amended take-over bid) other than a take-over bid (i) that the Board has determined in good faith, after consultation with its financial and legal advisors, that such bid (and each material amendment thereto) is not reasonably capable of being completed in accordance

with its terms, and (ii) in respect of which the Corporation has publicly announced the Board's conclusion in (i) via news release no later than ten Business Days following the date on which such take-over bid is commenced or the intention to make such take-over bid (together with the material terms of the bid) is publicly announced;

- (r) **“Cuale Project”** means the Cuale Properties;
- (s) **“Cuale Properties”** means (a) those interests particularly described in Exhibit A, together with all rights or interest in minerals, real property, or water rights, including any license, permit, claim, concession, fee land, surface rights, mining lease, surface, easements and rights-of-way or other appurtenances and tenures attached to or associated with such rights or interests, and any extension, renewal, replacement, conversion, amendment, relocation or substitution of any of the foregoing, and (b) all other interests in Real Property acquired within the Area of Interest.
- (t) **“Cuale Transaction”** has the meaning given to that term in Section 3.2(a);
- (u) **“Disclosure Documents”** means all press releases, material change reports, information circulars, financial statements, material contracts, securityholder documents and other documents that have been filed by the Corporation with applicable securities regulatory authorities pursuant to Applicable Securities Laws from January 1, 2017 through to present and which are available to the public at www.sedar.com;
- (v) **“distribution”** means distribution for the purposes of Applicable Securities Laws or any of them;
- (w) **“Environmental Laws”** means all applicable laws relating to the protection of the environment, natural resources, human health and safety, Hazardous Substances, the assessment of environmental and social impacts or the rehabilitation, reclamation and closure of lands used in connection with the mining and exploration business of the Corporation and its Subsidiaries;
- (x) **“Equity Financing”** has the meaning given to that term in Section 3.1(a);
- (y) **“Equity Financing Notice”** has the meaning given to that term in Section 3.1(b)(i);
- (z) **“Equity Participation Notice”** has the meaning given to that term in Section 3.1(b)(ii);
- (aa) **“Equity Securities”** means Common Shares, other voting or equity securities of the Corporation or Convertible Securities (including debt securities that are Convertible Securities);
- (bb) **“Financial Statements”** has the meaning given to that term in Section 4.18;

- (cc) “**Governmental Authorization**” means licenses, permits, consents, certificates, exemptions, registrations, waivers and other authorizations and approvals of any Governmental Entity;
- (dd) “**Governmental Entity**” means any (a) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, ministry, central bank, court, tribunal, arbitral body, bureau or agency, domestic or foreign, (b) subdivision, agent, commission, board, or authority of any of the foregoing, or (c) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, including any stock exchange or self-regulatory authority and, for greater certainty, the Securities Commissions and the TSX-V;
- (ee) “**Hazardous Substances**” means any substance, material or waste that is defined, regulated, listed or prohibited by Environmental Laws, including pollutants, contaminants, chemicals, deleterious substances, dangerous goods, hazardous or industrial toxic wastes or substances, tailings, wasterock, radioactive materials, flammable substances, explosives, petroleum and petroleum products, polychlorinated biphenyls, chlorinated solvents and asbestos;
- (ff) “**Identified Purchaser**” has the meaning given to that term in Section 3.6(a)(i);
- (gg) “**IFRS**” means International Financial Reporting Standards as issued by the International Accounting Standards Board in effect from time to time;
- (hh) “**Interim Financial Statements**” has the meaning given to that term in Section 4.18;
- (ii) “**Investment Percentage**” means, subject to Section 3.1(g), the percentage of the outstanding Common Shares owned beneficially by Newmont and its Affiliates collectively at any given time and is calculated by multiplying 100 by a fraction, the numerator of which is the aggregate number of Common Shares beneficially owned by Newmont and its Affiliates (including any Common Shares that are issuable upon the exercise, exchange or conversion of Convertible Securities held by Newmont and its Affiliates), and the denominator of which is the number of outstanding Common Shares (including any Common Shares that are issuable upon the exercise, exchange or conversion of Convertible Securities);
- (jj) “**knowledge of the Corporation**” means the knowledge of the CEO or CFO of the Corporation after having made reasonable inquiry;
- (kk) “**Liability**” means any debts, liabilities and obligations, whether accrued, absolute or contingent, matured or unmatured or determined or determinable;
- (ll) “**Liens**” means any encumbrance or title defect of whatever kind or nature, regardless of form, whether or not registered or registrable, whether or not consensual or arising by law (statutory or otherwise) and whether or not contingent or absolute, including any mortgage, lien, charge, pledge or security interest,

whether fixed or floating, or any assignment, lease, option, right of pre-emption, privilege, encumbrance, easement, servitude, right of way, restrictive covenant, right of use or any other right or claim of any kind or nature whatever which affects ownership or possession of, or title to, any interest in, or the right to use or occupy any property or assets;

- (mm) “**Material Adverse Effect**” means any event, change, circumstance, fact, or state of being which has had or could reasonably be expected to have a material and adverse effect on the assets, Liabilities (absolute, accrued, contingent or otherwise), affairs, business, capital, condition (financial or otherwise), contractual arrangements, operations, permits, or properties of Evrim or its Subsidiaries taken as a whole, including a material change and a material fact, provided that it shall not include any such event, change or effect resulting from: (i) the announcement of the execution of this Agreement or the transactions contemplated herein or the performance of the covenants and obligations herein; (ii) any action taken by the Corporation at the request of Newmont or as expressly required under this Agreement, or the failure to take any action prohibited by this Agreement; (iii) changes in the U.S. or Canadian economy or securities or currency markets in general, except where any such change has a materially disproportionate effect on the Corporation or any of its Subsidiaries; (iv) changes in applicable laws (other than Orders against that the Corporation or any of its Subsidiaries) or in IFRS, except where any such change has a materially disproportionate effect on the Corporation or any of its Subsidiaries; (v) any natural disaster, except where any such natural disaster has a materially disproportionate effect on the Corporation or any of its Subsidiaries; (vi) changes generally affecting the global mining industry, except where any such change has a materially disproportionate effect on the Corporation or any of its Subsidiaries; or (vii) any decrease in the market price or any decline in the trading volume of Common Shares on the TSX-V (it being understood, however, that any event, change or effect causing or contributing to any such decreases in market price may constitute a Material Adverse Effect and may be taken into account in determining whether a Material Adverse Effect has occurred);
- (nn) “**material change**” has the meaning ascribed thereto in the Securities Act;
- (oo) “**material fact**” has the meaning ascribed thereto in the Securities Act;
- (pp) “**Mining Company**” means a Person that is, or Controls, a business primarily operating in the direct business of commercial production of mineral deposits.
- (qq) “**misrepresentation**” means a misrepresentation for the purposes of Applicable Securities Laws or any of them;
- (rr) “**Non-Conditional Portion**” has the meaning given to that term in Section 3.1(d)(i);

- (ss) “**Offered Equity Securities**” has the meaning given to that term in Section 3.1(b)(i);
- (tt) “**Offering**” has the meaning given to that term in Section 2.1;
- (uu) “**Offer Period**” has the meaning given to that term in Section 3.6(a)(ii);
- (vv) “**Order**” means any judgment, decision, decree, injunction, ruling, writ, assessment or order of any Governmental Entity that is binding on any Person or its property under applicable law;
- (ww) “**Outside Date**” means September 30, 2018 or such later date as may be agreed to in writing by the Parties;
- (xx) “**Participation Right**” has the meaning given to that term in Section 3.1(a);
- (yy) “**Parties**” means the parties to this Agreement and “**Party**” means one of them;
- (zz) “**Person**” means an individual, body corporate with or without share capital, partnership, joint venture, unincorporated association, syndicate, sole proprietorship, trust, pension fund, union, governmental agency, board, tribunal, ministry, commission or department and the heirs, beneficiaries, executors, legal representatives or administrators of an individual;
- (aaa) “**Property Rights**” has the meaning set out in Section 4.30;
- (bbb) “**Purchased Shares**” has the meaning set out in Section 2.1;
- (ccc) “**Real Property**” means any freehold, leasehold or other real property interests and rights, including but not limited to licences from landholders permitting the use of the land, leases, rights of way, occupancy rights, surface rights and easements;
- (ddd) “**Release**” means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, disbursal, leaching or migration into the indoor or outdoor environment, including the movement of Hazardous Substances through ambient air, soil, surface water, groundwater, wetlands, land or subsurface strata;
- (eee) “**Remediate**” means any containment, clean up, Response, treatment, removal, mitigation, abatement, elimination, or control of any Hazardous Substances;
- (fff) “**Reporting Jurisdictions**” means each of the provinces and territories of Canada in which the Corporation is a reporting issuer (or the equivalent) from time to time;
- (ggg) “**Response**” means action required under Environmental Laws or by a Governmental Entity to Remediate, prevent, monitor, or investigate the Release of Hazardous Substances.
- (hhh) “**Sale Notice**” has the meaning given to that term in Section 3.6(a)(i);

- (iii) “**Sale Price**” has the meaning given to that term in Section 3.6(a)(i);
- (jjj) “**Sale Shares**” has the meaning given to that term in Section 3.6(a)(i);
- (kkk) “**Securities Act**” means the *Securities Act* (British Columbia), as amended;
- (lll) “**Securities Commissions**” means the applicable securities commission or regulatory authority in each of the Reporting Jurisdictions;
- (mmm) “**Shareholders**” means the shareholders of the Corporation;
- (nnn) “**Specified Mining Company Transaction**” has the meaning given to that term in Section 3.1(f);
- (ooo) “**Subscription Amount**” has the meaning given to that term in Section 2.2;
- (ppp) “**Subsidiaries**” means, with respect to a specified Person, another Person that is Controlled, directly or indirectly, by such specified Person, and includes a Subsidiary of that Person; provided that, for greater certainty, neither the Corporation nor any of its Subsidiaries is a Subsidiary of Newmont or any of its Subsidiaries for the purposes of this Agreement;
- (qqq) “**Tax Act**” means the *Income Tax Act* (Canada), as amended;
- (rrr) “**Time of Closing**” means 10:00 a.m. (Vancouver time) on the Transaction Closing Date;
- (sss) “**Transaction Closing Date**” the date that is two Business Days following satisfaction or waiver (where permitted) of the conditions set forth in Article 7 (other than conditions that by their nature are to be satisfied as of the Time of Closing, but subject to the satisfaction of such conditions as of the Time of Closing) or such other date as the Parties agree upon; and
- (ttt) “**TSX-V**” means the TSX Venture Exchange.

1.2 Currency.

Unless otherwise indicated, all dollar amounts referred to in this Agreement are expressed in Canadian dollars.

1.3 Sections and Headings.

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to an Article or a Section refers to the specified Article or Section of this Agreement.

1.4 Including.

Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.

1.5 Number and Gender.

In this Agreement, words importing the singular number only shall include the plural and *vice versa* and words importing gender shall include all genders.

1.6 Entire Agreement.

Save and except for the Confidentiality Agreement, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided in this Agreement.

1.7 Applicable Law.

This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and each of the Parties hereto hereby irrevocably attorns to the jurisdiction of the courts of the Province of British Columbia.

1.8 Exhibits.

The following Exhibits attached to this Agreement form an integral part of this Agreement:

Exhibit A - Cuale Properties

Exhibit B - Area of Interest

2. INVESTMENT TRANSACTIONS

2.1 Issue and Sale of Purchased Shares.

Subject to the terms and conditions hereof, the Corporation covenants and agrees to issue and sell to Newmont, and Newmont covenants and agrees to purchase from the Corporation on a private placement basis 4,848,401 Common Shares of the Corporation (the “**Purchased Shares**”) at a purchase price of \$1.50 per Common Share (the “**Offering**”) on the Transaction Closing Date.

2.2 Payment.

The aggregate purchase price for all of the Purchased Shares shall be \$7,272,601.50 (the “**Subscription Amount**”). The Subscription Amount shall be payable by wire transfer in immediately available funds to the Corporation (as per the written direction of the Corporation) on the applicable Closing.

2.3 Use of Proceeds.

The Corporation will use the proceeds from the Offering to conduct discovery-oriented drilling and exploration activities on the Cuale Project with a budget of not less than \$5,818,081, and the remainder for general corporate purposes. The Parties agree to cooperate to review the progress of the exploration program and to re-allocate the use of proceeds of the Offering if mutually agreed.

3. COVENANTS

3.1 Equity Financing Transactions.

- (a) During the Applicable Period Newmont shall have a right (the “**Participation Right**”) to participate in any issuance by the Corporation of Equity Securities (each, an “**Equity Financing**”) such that the Investment Percentage after giving effect to the proposed Equity Financing (including, for greater certainty, any upsizing, over-allotment option or similar exercised by the underwriter(s) or agent(s)) shall be equal to the Investment Percentage immediately prior to the Equity Financing all on the same terms and conditions offered to other subscribers of the Equity Financing, subject to and in compliance with the terms and conditions of this Section 3.1.
- (b) In the event that the Corporation proposes an Equity Financing:
 - (i) The Corporation shall deliver to Newmont (prior to or concurrently with first delivery to any other potential subscribers) copies of all documents and other materials delivered by the Corporation (or any agent of the Corporation) to potential subscribers under the Equity Financing and a notice in writing (the “**Equity Financing Notice**”) specifying:
 - (1) as of the date thereof, the total number of Equity Securities outstanding, on a fully-diluted basis;
 - (2) the maximum number and type of Equity Securities that are being offered, including any Equity Securities subject to an option or other right exercisable by a subscriber, underwriter or agent in connection with the Equity Financing (the “**Offered Equity Securities**”);
 - (3) the rights, privileges, restrictions, terms and conditions of such Equity Securities;
 - (4) the consideration for which such Equity Securities are currently anticipated being offered;
 - (5) in order to permit Newmont to exercise its rights provided in Section 3.1(g), the identity of all Mining Companies who are participating in the Equity Financing and the number of Equity Securities each such Mining Company is subscribing for; and

- (6) the proposed closing date of the Equity Financing.
- (ii) Newmont shall have the option by notice given to the Corporation (a “**Equity Participation Notice**”), to subscribe for up to that number of Equity Securities being offered for sale (as described in the Equity Financing Notice) for the consideration set forth in the Equity Financing Notice such that the Investment Percentage after giving effect to the proposed Equity Financing (including any Equity Securities issued pursuant to an option or other right exercisable by a subscriber, underwriter or agent in connection with the Equity Financing) shall be equal to the Investment Percentage immediately prior to the Equity Financing. In the Equity Participation Notice, Newmont shall specify the number of Equity Securities beneficially owned, directly or indirectly, by it as at the date of the Equity Financing Notice and either the number of Equity Securities for which Newmont is subscribing or the Investment Percentage (up to an amount equal to the applicable Investment Percentage) that Newmont wishes to maintain following completion of the Equity Financing. The right to subscribe is exercisable by Newmont for a period of five (5) Business Days from the date the Equity Financing Notice is delivered, provided that such period shall be reduced, in the case of a “bought deal” or “overnight marketed” financing proposal where the Corporation has entered into a bid letter, engagement letter or other form of binding commitment with one or more underwriters to purchase Equity Securities for resale by means of a short form prospectus to be filed with the applicable Securities Commissions to 48 hours from Newmont’s receipt of the Equity Financing Notice. In the case of an Equity Financing that is qualified by a prospectus, the Corporation will use commercially reasonable efforts to qualify the Equity Securities subscribed for by Newmont pursuant to such prospectus, failing which the Equity Securities subscribed for by Newmont will be issued on a private placement basis concurrently with the closing of the Equity Financing.
- (iii) Subject to Section 3.1(c), if Newmont does not deliver an Equity Participation Notice within the period identified in Section 3.1(b)(ii) or waives its rights hereunder in writing following receipt of an Equity Financing Notice, then any rights which Newmont may have had to subscribe for any of the Equity Securities covered by that specific Equity Financing Notice shall be extinguished.
- (iv) Each Equity Financing Notice and Equity Participation Notice, taken together with each subscription agreement in the form that all subscribers are required to enter into with the Corporation (except as otherwise required pursuant to this Section 3.1), if any, shall constitute a binding agreement by Newmont to subscribe for and take up, and by the Corporation to issue and sell to Newmont, the number of Equity Securities subscribed for therein upon the terms and conditions specified in the Equity Financing Notice; provided that (A) Newmont shall not be required to fulfill any obligation of

a subscriber that cannot reasonably be fulfilled by Newmont and its Affiliates (e.g., an agreement conditioned upon the services of a particular individual or the supply of a product exclusively under the control of the subscriber), (B) if the Equity Financing involves the issuance of Common Shares to be issued as “flow-through shares”, as defined in subsection 66(15) of the Tax Act, the subscription price per Common Share to be paid by Newmont shall be reduced, by an amount to be mutually agreed upon by the Corporation and Newmont, to take into account any tax benefits that would be received by a subscriber of flow-through shares that would not be received by Newmont, and (C) Newmont may terminate its subscription or otherwise reduce the number of Equity Securities or the applicable Investment Percentage that Newmont wishes to maintain following completion of the Equity Financing in the event that any Mining Company identified in the Equity Financing Notice is not issued the applicable number of Equity Securities set out in the Equity Financing Notice. The closing of any purchase by Newmont pursuant to the Equity Financing Notice shall be conditional upon, and shall be consummated concurrently with, the relevant closing of the Equity Financing (including any subsequent closing, of an over-allocation option or otherwise) described in the Equity Financing Notice.

- (v) Newmont agrees that, if required by Applicable Securities Laws, Securities Commissions or any stock exchange on which the applicable Equity Securities are listed, Newmont shall execute and deliver any report, undertaking or other documents with respect to the issue of Equity Securities to it contemplated hereunder as may be required by such Applicable Securities Laws, Securities Commissions or stock exchanges.
- (c) Any material amendment to the terms of an Equity Financing shall be deemed to be a new Equity Financing for the purposes of this Section 3.1.
- (d) If the exercise by Newmont of its rights pursuant to this Section 3.1 in respect of any Equity Financing requires the approval of any Governmental Entity or the Shareholders (for greater certainty, including in relation to any exercise of Newmont’s rights under 3.1(e) or 3.1(g)), then:
 - (i) prior to receiving such approval, the Corporation shall only be permitted to complete the portion of the Equity Financing (the “**Non-Conditional Portion**”) to Newmont and the other subscribers that would result in Newmont acquiring, pursuant to the Non-Conditional Portion, the lesser of (A) a number of Equity Securities such that the Investment Percentage after giving effect to the Non-Conditional Portion will be equal to the Investment Percentage immediately prior to the completion of the Non-Conditional Portion, and (B) all of the Equity Securities elected in its Equity Participation Notice; and

- (ii) the portion of the Equity Financing (including Equity Securities that would be issued to Newmont and the other subscribers) other than the Non-Conditional Portion (the “**Conditional Portion**”) may not be completed unless and until such approval has been obtained, and the Corporation shall use its commercially reasonable efforts to obtain such approval as promptly as practical (which shall include, if applicable, convening a meeting of the Shareholders to approve any such transaction and recommending that Shareholders vote in favour of such transaction) and preserve the ability of the Corporation to complete the Conditional Portion on the terms set forth in the Equity Financing Notice pending such approval (including filing one or more price reservation forms with the TSX-V).
- (e) Newmont’s Participation Right under this Section 3.1 shall not apply to the issue of Equity Securities (i) under any securities-based compensation arrangement in respect of the directors, officers, consultants or employees of the Corporation that has been approved by Shareholders, up to a maximum of 10% of the outstanding Common Shares from time to time (on a non-diluted basis), (ii) pursuant to existing Convertible Securities outstanding on the date hereof, (iii) as consideration for an acquisition of any property, another Person or business approved by the Board and, if required by Applicable Securities Law, the Shareholders, or (iv) issued as a bona fide de minimis “equity kicker” to financial institutions, commercial lenders, brokers/finders or any similar Person, or their respective designees, in connection with the incurrence of indebtedness by the Corporation or an Affiliate; provided that if at any time the Investment Percentage is diluted by more than 0.5% as a result of one or more transaction(s) described in this Section 3.1(e) (other than a transaction described in subsection (iii), except to the extent Equity Securities are issued to any Mining Company pursuant to such transaction) or any other occurrence which results in the issuance of additional Equity Securities (other than as a result of an Equity Financing in respect of which Newmont does not elect to exercise its Participation Right pursuant to this Section 3.1, in whole or in part), Newmont shall have the right, within 60 days of such dilution occurring, and upon five Business Days’ notice to the Corporation, to subscribe, at a price equal to the volume weighted average trading price of the Common Shares on the TSX-V for the preceding 20 trading days, for that number of Common Shares required for Newmont to maintain the Investment Percentage prior to such dilution (where, for greater certainty, in the event of an Equity Financing to a Mining Company, the Investment Percentage shall be the Investment Percentage deemed to be applicable pursuant to Section 3.1(g)). Upon receipt of such notice and the applicable subscription price, the Corporation shall issue such additional number of Common Shares to Newmont within 10 Business Days.
- (f) Notwithstanding anything to the contrary in Section 3.1(e), if the Corporation enters into an agreement, arrangement or understanding with respect to the issuance of Equity Securities to a Mining Company in a transaction described in subsection (iii) of Section 3.1(e) and the exercise of Newmont’s rights pursuant to Section 3.1(e) would require the approval of any Governmental Entity or the Shareholders (a “**Specified Mining Company Transaction**”), then:

- (i) the Specified Mining Company Transaction shall be deemed to be an Equity Financing in respect of which Newmont has a Participation Right and the provisions of Section 3.1(a), 3.1(b), 3.1(c) and 3.1(g) shall apply (including that Newmont's Investment Percentage shall be calculated in accordance with 3.1(g));
 - (ii) the Corporation shall use its commercially reasonable efforts to obtain such approval as promptly as practical (which shall include, if applicable, convening a meeting of the Shareholders to approve any such transaction and recommending that Shareholders vote in favour of such transaction) and preserve the ability of the Corporation to complete the Conditional Portion on the terms set forth in the Equity Financing Notice pending such approval (including filing one or more price reservation forms with the TSX-V); and
 - (iii) in the event any such approval is not obtained notwithstanding the Corporation's commercially reasonable efforts to obtain such approval, Newmont shall have the right to subscribe for up to the maximum number of Equity Securities that it is permitted to acquire without such approval (up to the maximum number of Equity Securities that Newmont would have been entitled to acquire pursuant to Section 3.1(e) if such approval were not required).
- (g) Notwithstanding anything in this Section 3.1, in the event the Corporation proposes to complete an Equity Financing (including any Equity Financing described in Section 3.1(e)) with a Mining Company, Newmont's Investment Percentage will be deemed for all purposes under this Section 3.1 to be the greater of: (i) the percentage as determined in accordance with the formula set out in Section 1.1(ii), and (ii) the percentage of the outstanding Common Shares owned beneficially by the Mining Company and its Affiliates, collectively, after giving effect to such Equity Financing (including any Common Shares that are issuable upon the exercise, exchange or conversion of Convertible Securities held by the Mining Company and its Affiliates), as determined in accordance with the formula set out in Section 1.1(ii), *mutatis mutandis*.

3.2 Cuale Right of First Offer.

During the Applicable Period the Corporation or any of its Affiliates shall only enter into an agreement, arrangement or understanding, whether written or oral, with respect to the Cuale Project in compliance with the terms and conditions of this Section 3.2.

- (a) If, at any time during the Applicable Period, the Corporation or any of its Affiliates proposes to solicit, negotiate or enter into an agreement, arrangement or understanding including with respect to any option, joint-venture, lease, sale, grant or other similar transaction by the Corporation or its Affiliates to any third party or all or any portion of the Corporation's right, title, and interest in respect of the Cuale Project (a "**Cuale Transaction**"), then before doing so, the Corporation shall consult with Newmont regarding the possibility of the Corporation and Newmont

entering into such Cuale Transaction and the potential terms thereof. Without limiting the foregoing, before the Corporation or any of its Affiliates solicits, negotiates or enters into an arrangement, agreement or understanding with respect to a Cuale Transaction, the Corporation shall first provide written notice of such intention to Newmont (the “**Cuale Transaction Notice**”), which notice shall specifically identify the Cuale Properties subject to the Cuale Transaction, if less than all, and include the price and all other terms and conditions of such Cuale Transaction that the Corporation, or the applicable Affiliate, would be willing to accept, together with a summary of all exploration and other information in its possession related to the Cuale Properties and assets that is the subject of such Cuale Transaction. The price, together with all material terms and conditions will be expressed as a cash or cash equivalent value in United States dollars. The Cuale Transaction Notice shall constitute an offer to Newmont (or its Affiliate(s)) to effect a Cuale Transaction at the price and under the terms and conditions stated therein.

- (b) At any time prior to the expiration of thirty (30) days following Newmont’s receipt of a Cuale Transaction Notice (the “**Cuale Transaction ROFO Exercise Period**”), Newmont shall have the right to (i) free, unrestricted access to all exploration, title and other information related to the Cuale Transaction, including the Cuale Properties and assets that are the subject thereof, for viewing and copying (at Newmont’s cost) at a reasonable location and times to be agreed upon; and (ii) either (A) accept Corporation’s offer to enter into a Cuale Transaction; or (B) make an offer to the Corporation for Newmont (or an Affiliate) to enter into a Cuale Transaction (a “**Newmont Cuale Transaction Offer**”). A Newmont Cuale Transaction Offer shall set forth all of the material terms and conditions of the Cuale Transaction that are proposed by Newmont (which may be the same as, or more or less favourable than, the terms and conditions set forth in the Cuale Transaction Notice). All material terms and conditions of the Newmont Cuale Transaction Offer will be expressed as a cash or cash equivalent value in United States dollars. Without limiting any of Newmont’s information rights in Sections 3.2(a) or 3.2(b), the Corporation will use its commercially reasonable efforts to provide Newmont, as promptly as practicable, with such information concerning the Corporation and its Affiliates and the Cuale Project as Newmont may reasonably request for the purposes of determining whether to exercise its right of first offer under this Section 3.2.
- (c) Provided that the Corporation has complied with all of the provisions of this Section 3.2, and whether or not Newmont has accepted the Corporation’s offer, or delivered a Newmont Cuale Transaction Offer during the Cuale Transaction ROFO Exercise Period, at any time during the 90-day period following the expiration of the Cuale Transaction ROFO Exercise Period (such period, the “**Cuale Transaction Offering Period**”), the Corporation or the applicable Affiliate may solicit, negotiate, and enter into an agreement for a Cuale Transaction with any Person that is on terms and conditions (including economic terms) that are no more favourable to such Person, and no less favourable to the Corporation or the applicable Affiliate, than the terms and conditions (including economic terms) set forth in the Cuale Transaction Notice and, if applicable, the Newmont Cuale

Transaction Offer (and, for this purpose, any such agreement shall be deemed to exclude any obligation that cannot reasonably be fulfilled by Newmont and its Affiliates (e.g., an agreement conditioned upon the services of a particular individual or the supply of a product exclusively under the control of such Person or its Affiliates)). If no such agreement in respect of a Cuale Transaction is entered into prior to the expiry of the Cuale Transaction Offering Period, the terms and conditions of this Section 3.2 will again apply to any proposed Cuale Transaction.

- (d) To the extent permitted by applicable law, the Corporation acknowledges and agrees that Newmont's rights under this Section 3.2 may be registered by Newmont on title to the land, surface and mineral rights relating to the Cuale Project, on the Corporation's leasehold estates in agreements with the agrarian and ejido communities and on the private surface properties that the Corporation may in future either own or control, including in the Registro de Público Minería, the Registro Agrario Nacional, and the Registro de Propiedad Privada in Mexico. The Parties shall cooperate to take any and all necessary steps and sign and execute any and all necessary documents or agreements required to effectuate the registration of Newmont's rights under this Section 3.2. After the expiry of the Applicable Period Newmont shall take such steps as are necessary to discharge any such registrations that were completed.

3.3 Right to Information.

During the Applicable Period, the Corporation shall:

- (a) provide Newmont with quarterly reports on exploration programs and budgets for the Cuale Project; and
- (b) provide Newmont with access to all relevant information (including technical information) and documentation reasonably requested by Newmont in respect of the Cuale Project.

For greater certainty, any information provided to Newmont will be subject to the Confidentiality Agreement.

3.4 Technical Committee.

Upon the request of Newmont, at any time during the Applicable Period, Evrim shall form a technical advisory committee (the "**Technical Committee**") under the direction of the Board to be comprised of a minimum of five members, including up to two members nominated by Newmont. The Technical Committee shall be mandated with planning and implementing exploration programs for the Cuale Project, and the potential application of proprietary technologies of Newmont to be made available to Evrim for such exploration programs. The Technical Committee shall report to, and may make written recommendations to, the Board. The Board shall reasonably consider such recommendations but such recommendations shall not be binding on the Board.

3.5 Voting Support.

During the Applicable Period, Newmont shall not vote or cause to be voted, any Common Shares which are held or controlled by Newmont on the respective record date for each Shareholders meeting, or which are otherwise entitled to be voted at each such Shareholders meeting, against any matter recommended by management of the Corporation for approval by the Shareholders at each such meeting; provided that (i) management of the Corporation shall not bring or recommend a matter for approval by the Shareholders that is inconsistent with the terms of this Agreement; and (ii) Newmont shall not be prohibited from voting against any matter that adversely affects or prejudices its rights under this Agreement or that otherwise disproportionately impacts Newmont or its Affiliates in comparison to other Shareholders.

3.6 Disposition by Newmont of Purchased Shares.

- (a) During the Applicable Period, if Newmont desires to sell Purchased Shares that comprise more than of 2% of the Common Shares in any 30-day period, Newmont shall:
 - (i) send a notice of any such proposed sale of Purchased Shares to Evrim (the “**Sale Notice**”), setting forth:
 - (1) the number of Purchased Shares that Newmont desires to sell (the “**Sale Shares**”),
 - (2) the purchase price for the Sale Shares (the “**Sale Price**”),
 - (3) any other terms and conditions of the proposed sale, and
 - (4) an offer to sell the Sale Shares to a Person or Persons (other than any Mining Company) identified or agreed to by Evrim (the “**Identified Purchaser**”);
 - (ii) not, during the ten Business Days following delivery of the Sale Notice (the “**Offer Period**”), sell the Sale Shares to any Person other than an Identified Purchaser; and
 - (iii) upon receipt of a notice in writing delivered by Evrim to Newmont during the Offer Period, setting forth the name of the Identified Purchaser(s) and confirming that the Identified Purchaser(s) will acquire all the Sale Shares (the “**Acceptance Notice**”), Newmont shall sell the Sale Shares to the Identified Purchaser(s) at the Sale Price, with such sale to be completed within not more than two Business Days after receipt of the Acceptance Notice by Newmont, or such later date as may be agreed to by the Parties.
- (b) If the Acceptance Notice is not delivered to Newmont prior to the termination of the Offer Period or if a sale to an Identified Purchaser is not completed by the 5:00 pm Vancouver time on the second Business Day following the end of the Offer Period, Newmont may sell the Sale Shares to any Person or Persons (the “**Buyer**”)

at such price or prices as Newmont may negotiate with such Person or Persons for a period of twenty Business Days following the termination of the Offer Period.

- (c) Newmont will not enter into any transaction that Newmont knows will cause the Buyer to own or acquire voting control of, directly or indirectly, more than 19.9% of the issued and outstanding Common Shares.

3.7 Standstill.

- (a) Newmont agrees that from the date of this Agreement until the earlier of (i) February 28, 2020 and (ii) the expiry of the Applicable Period, Newmont shall not, directly or indirectly, alone or acting jointly or in concert with any other Person:
 - (i) acquire or agree to acquire, or make any proposal or offer to acquire, directly or indirectly or in any manner whatsoever, any Equity Securities if doing so would cause Newmont's Investment Percentage to equal 10% or more; provided that, Newmont shall not be prohibited from acquiring another Person that holds Equity Securities if such Equity Securities comprise less than 5.0% of such acquired Person's enterprise value;
 - (ii) solicit proxies from Shareholders or other security holders of the Corporation or any of its Affiliates or otherwise attempt to advise or influence the conduct of the Shareholders or other security holders of the Corporation or any of its Affiliates;
 - (iii) solicit, initiate or engage in any discussions or negotiations regarding, or enter into any agreement, commitment or understanding regarding, or otherwise act jointly or in concert with any Person in order to propose or effect any take-over bid, tender or exchange offer, amalgamation, merger, arrangement or other business combination or similar transaction involving the Corporation or any of its Affiliates or any other acquisition of securities or assets of the Corporation or any of its Affiliates;
 - (iv) in any manner directly or indirectly seek to control or influence the Board or to acquire effective Control of the Corporation or any of its Subsidiaries;
 - (v) make any public disclosure of any consideration, desire, intention, plan or arrangement in connection with any of the foregoing; or
 - (vi) knowingly advise, assist, encourage or negotiate with any other Person to do any of the foregoing, including, without limitation, by knowingly providing financing for such purpose,

in each case except with the prior written consent of the Board (which consent may be withheld in the Board's sole discretion).

- (b) The limitations and prohibitions set forth in Section 3.7(a) shall cease to apply upon:

- (i) commencement of, or the public announcement of an intention to commence, a Credible Bid by a Person other than Newmont or its Affiliates or any Person acting jointly and in concert with any of them;
 - (ii) the Corporation or any of its Affiliates entering into any agreement, arrangement or understanding in respect of a merger, amalgamation, arrangement, asset purchase or other business combination transaction involving the Corporation or any of its Affiliates which would, if completed, result in (A) any class of outstanding voting securities of the Corporation being converted into cash or securities of another Person resulting in Shareholders holding less than 60% of the Equity Securities of the resulting or surviving entity (or its parent corporation or entity, if the resulting corporation or entity is to be a wholly-owned subsidiary of another corporation or entity after successful completion of the transaction), or (B) all or substantially all of the Corporation's assets (including shares of a Subsidiary or all or substantially all of the assets comprising the Cuale Project) being sold to any Person or group (other than Newmont or its Affiliates); or
 - (iii) the commencement of any proceeding by or against the Corporation or its Affiliates in connection with the dissolution, liquidation, winding up, bankruptcy or reorganization of the Corporation or its Affiliates, for the appointment of a trustee, receiver, manager or other administrator of the Corporation or its Affiliates or any of their respective properties or assets, or for protection under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or similar legislation.
- (c) Notwithstanding anything to the contrary in this Section 3.7, Newmont shall be permitted to make a confidential proposal (a "**Proposal**") to the Board regarding any of the transactions or activities contemplated in paragraph (i) or paragraph (iv), to enter into discussions or negotiations with the Board (or with one or more individuals designated by the Board for such purpose) with respect to the terms of any such Proposal and to enter into any agreement with the Corporation providing for the consummation of such Proposal; provided that, unless required by applicable law, Newmont shall not under any circumstances make any public disclosure of the making of or terms of such Proposal or agreement except with the prior written consent of the Board, which consent may be withheld by the Board in its sole discretion.
- (d) Nothing in this Section 3.7 shall prevent Newmont or any of its Affiliates from (i) exercising any right granted to Newmont or its Affiliates pursuant to any of the provisions of this Agreement, or (ii) acquiring securities or investing in a mutual fund or a non-affiliated corporate entity holding shares of the Corporation in its portfolio.
- (e) Notwithstanding anything to the contrary in the Confidentiality Agreement, Newmont and its Affiliates (and their respective Representatives) shall not be

prohibited from using information subject to the Confidentiality Agreement in connection with the actions or initiatives that it can pursue as a result of the termination of the provisions of Section 3.7(a) as a result of any event described in Section 3.7(b).

3.8 Listing.

- (a) The Corporation, as soon as practicable following the signing of this Agreement, shall make application so that at the time of issuance the Purchased Shares will have been conditionally approved for listing on the TSX-V.
- (b) From and after the Time of Closing, the Corporation shall use all commercially reasonable efforts to not take any action which would reasonably be expected to result in the delisting or suspension of the Common Shares on or from any securities exchange, market or trading or quotation facility on which the Common Shares are now or are then listed or quoted, including without limitation the TSX-V, and the Corporation shall comply with the rules and regulations thereof; provided that this covenant shall not apply to any merger, amalgamation, arrangement, take-over bid, going private transaction or other similar transaction involving the purchase or sale of all of the outstanding Common Shares for cash or securities of an entity listed on an internationally recognized stock exchange.
- (c) From and after the Time of Closing, the Corporation shall use its commercially reasonable efforts to maintain its status as a “reporting issuer” in each of the Reporting Jurisdictions and the Corporation shall comply with all Applicable Securities Laws, provided that the covenant to remain a “reporting issuer” shall not apply to any merger, amalgamation, arrangement, take-over bid, going private transaction or other similar transaction involving the purchase or sale of all of the outstanding Common Shares.

3.9 Compliance with Mexican Law.

The Corporation shall operate, and otherwise carry out, the Cuale Project and all activities relating thereto in compliance with all applicable laws of Mexico, including those relating to mining, land ownership and environmental laws.

4. REPRESENTATIONS AND WARRANTIES OF THE CORPORATION

The Corporation represents and warrants to Newmont as set out below and acknowledges that Newmont is relying on such representations and warranties in connection with the purchase of the Purchased Shares.

4.1 Incorporation and Organization.

Each of the Corporation and its Subsidiaries has been duly incorporated or formed, as the case may be, is organized and is a valid and subsisting corporation under the laws of its jurisdiction of existence and has all requisite corporate power and capacity to carry on its business as now

conducted or proposed to be conducted and to own or lease and operate the property and assets thereof.

4.2 Authorized Capital.

The Corporation's authorized share capital consists of an unlimited number of Common Shares, and as at the date of this Agreement there are 79,412,499 Common Shares issued and outstanding as fully paid and non-assessable shares, duly listed on the TSX-V and all of such Common Shares have been duly and validly authorized and issued, in compliance with applicable laws and not in violation of or subject to any pre-emptive or similar right that entitles any Person to acquire from the Corporation any Common Shares or other security of the Corporation or any security convertible into, or exercisable for, Common Shares or any other such security. There are no dividends which have accrued or been declared but are unpaid on the Common Shares. All securities of the Corporation have been issued in accordance with the provisions of all Applicable Securities Laws and other applicable laws. The Purchased Shares have been issued as fully paid, non-assessable Common Shares free and clear of all Liens (other than restrictions on transfer imposed by Applicable Securities Laws or Liens created, or agreed to in writing, by Newmont or any of its Affiliates).

4.3 Shareholder and Similar Agreements.

Except for this Agreement, neither the Corporation nor any of its Subsidiaries is a party to any shareholder, partnership, policy, voting trust or similar agreement relating to any of the issued and outstanding securities or equity interests of the Corporation or any of its Subsidiaries.

4.4 Listing.

The Common Shares are listed and posted for trading on the TSX-V.

4.5 Certain Securities Law Matters.

As of the date hereof and the Transaction Closing Date, the Corporation is a reporting issuer or the equivalent in the Provinces of British Columbia, Alberta, Saskatchewan and Ontario and is not in default of any material requirement of Applicable Securities Laws.

4.6 Rights to Acquire Securities.

The Corporation has an aggregate of 12,707,122 Convertible Securities, comprised of 5,861,667 stock options, 6,370,455 share purchase warrants and other contractual commitments to issue Common Shares totalling an aggregate of 475,000 Common Shares. Except as set out in this Agreement:

- (a) neither the Corporation nor the Subsidiaries have granted anti-dilution rights to any Person and no Person now has, or will immediately following the Transaction Closing Date have, any agreement, option, right or privilege (whether pre-emptive, contractual or otherwise) capable of becoming an agreement or option for the purchase, acquisition, subscription for or issue of any Common Shares or other securities of the Corporation; and

- (b) there are no outstanding (a) Convertible Securities or securities, notes or instruments convertible into or exercisable for any equity interests of the Corporation or its Subsidiaries; (b) options, warrants, subscriptions or other rights to acquire capital stock or other equity interests of the Corporation or its Subsidiaries, and (c) commitments, agreements or understandings of any kind, including employee benefit arrangements, relating to the issuance or repurchase by the Corporation or its Subsidiaries of any Common Shares or other equity interests of the Corporation or its Subsidiaries, any such securities or instruments convertible or exercisable for securities or any such options, warrants or rights.

4.7 No Pre-emptive Rights.

The issue of the Purchased Shares will not be subject to any pre-emptive right or other contractual right to purchase securities granted by the Corporation or to which the Corporation is subject.

4.8 Registration Rights.

No Person has, or will immediately following the Transaction Closing Date have, any rights to require qualification for distribution under Applicable Securities Laws its Common Shares.

4.9 Transfer Agent.

Computershare Investor Services Inc. has been duly appointed by the Corporation as the registrar and transfer agent for the Common Shares.

4.10 Subsidiaries.

The Subsidiaries are the only subsidiaries of the Corporation. The Corporation does not beneficially own or exercise control or direction over 10% or more of the outstanding voting shares of any Person other than the Subsidiaries, and the Corporation beneficially owns, directly or indirectly 100% of the issued and outstanding equity and voting securities of the Subsidiaries. All such equity securities are, in each case, owned free and clear of all Liens, have been duly authorized and are validly issued and are outstanding as fully paid and non-assessable shares.

4.11 Issue of Purchased Shares.

Prior to the Time of Closing, all necessary corporate action shall have been taken to authorize the issue and sale of the Purchased Shares and the delivery of a certificate representing the Purchased Shares. At the Time of Closing and upon payment of the requisite consideration therefor, the Purchased Shares will be validly issued as fully paid and non-assessable Common Shares and will have been issued in compliance with all applicable laws and not in violation of or subject to any pre-emptive or similar right that entitles any Person to acquire from the Corporation any Common Shares or other security of the Corporation, or any security convertible into, or exercisable for, Common Shares or any other such security of the Corporation.

4.12 Consents, Approvals and Conflicts.

None of the offering and sale of the Purchased Shares, the execution and delivery of this Agreement, the compliance by the Corporation with and performance of its obligations under the provisions of this Agreement or the consummation of the transactions contemplated herein and therein including, without limitation, the issue of the Purchased Shares (a) require the consent, approval, authorization, Order or agreement of, or registration, filing or qualification with, any governmental agency, body or authority, court, stock exchange, securities regulatory authority or other Person, except such as may be required under the policies of the TSX-V or as may be ordered by any securities regulatory authority applicable to the Corporation and will be obtained by the Transaction Closing Date, or (b) conflict with or result in any breach or violation of any of the provisions of, or constitute a default under or create a state of facts which, after notice or lapse of time or both, will result in any: (i) material breach or violation of or default under any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Corporation or any Subsidiary is a party or by which any of them or any of the properties or assets thereof is bound, (ii) breach or violation of or default under the notice of articles, articles or by-laws or any other constating document of the Corporation or any Subsidiary or any resolution passed by the directors (or any committee thereof) or Shareholders of the Corporation or shareholders of any Subsidiary, or (iii) breach or violation of or default under any statute or Order, rule, policy or regulation of any court, governmental authority, arbitrator, stock exchange or securities regulatory authority applicable to the Corporation or any Subsidiary or any of the properties or assets thereof.

4.13 Authority and Authorization.

The Corporation has all requisite corporate power and capacity to enter into and deliver this Agreement and to do all acts and things and execute and deliver all documents as are required hereunder and thereunder to be done, observed, performed or executed and delivered by it in accordance with the terms hereof and thereof and the Corporation has taken all necessary corporate action to authorize the execution and delivery of, and performance of its obligations under, this Agreement and to observe and perform its obligations under this Agreement in accordance with the provisions hereof and thereof including, without limitation, the issue of the Purchased Shares.

4.14 Validity and Enforceability.

This Agreement has been duly authorized, executed and delivered by the Corporation and constitutes or will constitute, respectively, a legal, valid and binding obligation of the Corporation enforceable against the Corporation in accordance with its terms (except in any case as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by equitable principles).

4.15 Public Disclosure.

The Corporation is in compliance in all material respects with all of its disclosure obligations under the Applicable Securities Laws. Each of the Disclosure Documents is, as of the date thereof, in compliance in all material respects with the Applicable Securities Laws. There is no material fact of specific application to the Corporation known to the Corporation which the Corporation has not

publicly disclosed which materially adversely affects, or could materially adversely affect, the assets, liabilities (contingent or otherwise), affairs, business, capital, condition (financial or otherwise), or operations of the Corporation or the ability of the Corporation to perform its obligations under this Agreement. To the knowledge of the Corporation the Disclosure Documents do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which and at the time they were made, not misleading.

4.16 Timely Disclosure.

The Corporation is in compliance in all material respects with all timely disclosure obligations under Applicable Securities Laws and, without limiting the generality of the foregoing, there has not occurred any material change in the assets, liabilities (absolute, accrued, contingent or otherwise), affairs, business, capital, condition (financial or otherwise), or operations of the Corporation and its Subsidiaries taken as a whole, and no event has occurred or circumstance exists which could reasonably be expected to result in such a material change, which has not been publicly disclosed. The Corporation has not filed a material change report with any of the Securities Commissions that has not been made public.

4.17 No Cease Trade Order.

No Order or ruling preventing, ceasing or suspending trading in any securities of the Corporation or prohibiting the issue and sale of securities by the Corporation has been issued and no proceedings or investigations for such purposes have been instituted or, to the knowledge of the Corporation, are pending, contemplated or threatened.

4.18 Financial Statements.

Each of the Corporation's audited financial statements for the fiscal year ended December 31, 2017 and all notes thereto (the "**Audited Financial Statements**"), and each of the Corporation's unaudited consolidated statement of financial position and related consolidated statements of loss and comprehensive loss, consolidated statements of cash flows and statements of consolidated changes in shareholders' equity (including the related notes) for the six months ended June 30, 2018 (the "**Interim Financial Statements**" and together with the Audited Financial Statements, the "**Financial Statements**"), all as contained in the Disclosure Documents: (i) comply as to form in all material respects with the requirements of Applicable Securities Laws, (ii) are complete and accurate in all material respects, contain no misrepresentations and present fairly, in all material respects, the financial position, the results of operations and cash flows and the shareholders' equity and other information of the Corporation, on a consolidated basis, purported to be shown therein at the respective dates and for the respective periods to which they apply, (iii) have been prepared in conformity with IFRS, consistently applied throughout the periods covered thereby, and all adjustments necessary for a fair presentation of the results for such periods have been made in all material respects, (iv) contain and reflect adequate provision or allowance for all reasonably anticipated liabilities, expenses and losses of the Corporation, and (v) are in accordance with the books, records and accounts of the Corporation. There has been no change in accounting policies or practices of the Corporation since December 31, 2017. The Corporation does not have any

material Liabilities, obligations, indebtedness or commitments or any nature, whether accrued, absolute, contingent or otherwise, which are not disclosed in the Financial Statements.

4.19 Auditors.

Smythe LLP, the Corporation's current auditors, who audited the Audited Financial Statements and who provided their audit report thereon, are independent public accountants as required under Applicable Securities Laws and there has not, during the last two financial years, been a reportable disagreement (within the meaning of National Instrument 51-102 – *Continuous Disclosure Obligations*) between the Corporation and its auditor.

4.20 Changes in Financial Position.

Since June 30, 2018, except as disclosed in the Disclosure Documents, the Corporation has not (i) paid or declared any dividend or incurred any material capital expenditure or made any commitment therefor, other than in the ordinary course of business of the Corporation; (ii) incurred any obligation or Liability, direct or indirect, contingent or otherwise, except in the ordinary course of business and which is not, and which in the aggregate are not, material; or (iii) entered into any material transaction.

4.21 Books and Records.

The minute books and corporate records of the Corporation and the Subsidiaries are true and correct in all material respects and contain all minutes of all meetings and all resolutions of the directors (and any committees of such directors) and Shareholders of the Corporation and the Subsidiaries as at the date hereof and at the Transaction Closing Date will contain all minutes of all meetings and all resolutions of the directors (and any committees of such directors) and Shareholders of the Corporation and the Subsidiaries.

4.22 Insolvency.

No act or proceeding has been taken by or against the Corporation or any of its Subsidiaries in connection with its liquidation, winding-up or bankruptcy, including without limitation, that neither the Corporation nor any of its Subsidiaries has committed an act of bankruptcy or sought protection from the creditors thereof before any court or pursuant to any legislation, proposed a compromise or arrangement to the creditors thereof generally, taken any proceeding with respect to a compromise or arrangement, taken any action to be declared bankrupt or wound up, taken any action to have a receiver appointed of any of the assets thereof, had any Person holding any encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement or other security interest or receiver take possession of any of the property thereof, had an execution or distress become enforceable or levied upon any portion of the property thereof or had any petition for a receiving Order in bankruptcy filed against it.

4.23 No Contemplated Changes.

Except as disclosed in the Disclosure Documents, none of the Corporation or any Subsidiary has approved or has entered into any agreement in respect of (i) the purchase of material assets or any interest therein or, the sale, transfer or other disposition of any material portion of its assets or any

interest therein currently owned, directly or indirectly, by the Corporation or any Subsidiary whether by asset sale, transfer of shares or otherwise; or (ii) the change of Control (by sale or transfer of shares or sale of all or substantially all of the property and assets of the Corporation or any Subsidiary or otherwise) of the Corporation or any Subsidiary.

4.24 Taxes and Tax Returns.

The Corporation and each Subsidiary has filed all necessary tax returns in accordance with applicable laws and notices and has paid all applicable taxes of whatsoever nature for all tax years prior to the date hereof to the extent that such taxes have become due or have been alleged to be due. The Corporation is not aware of any Lien for taxes, tax deficiencies interest or penalties accrued or accruing, or alleged to be accrued or accruing, thereon and there are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any tax return by any of them or the payment of any material tax, governmental charge, penalty, interest or fine against any of them. There are no material actions, suits, proceedings, investigations or claims now threatened or, to the knowledge of the Corporation, pending against the Corporation or any Subsidiary which could result in a material Liability in respect of taxes, charges or levies of any governmental authority, penalties, interest, fines, assessments or reassessments or any matters under discussion with any governmental authority relating to taxes, governmental charges, penalties, interest, fines, assessments or reassessments asserted by any such authority.

4.25 Compliance with Laws, Licenses and Permits.

- (a) The Corporation and each Subsidiary has conducted and is conducting its business in compliance in all material respects with all applicable laws, rules, regulations, tariffs, Orders and directives of each jurisdiction in which it carries on business and possesses all material approvals, consents, certificates, registrations, authorizations, permits, licenses, waivers, exemptions and entitlements issued by the appropriate provincial, state, municipal, federal or other regulatory agency or body necessary to carry on the business currently carried on by it, is in compliance in all material respects with the terms and conditions of all such approvals, consents, certificates, authorizations, permits and licenses and with all laws, regulations, tariffs, rules, Orders and directives material to the operations thereof. None of the Corporation or any Subsidiary has received any written notice of the modification, revocation or cancellation of, or any intention to modify, revoke or cancel or any proceeding relating to the modification, revocation or cancellation of any such approval, consent, certificate, authorization, registration, permit, license, waiver, exemption or entitlement. All of such approvals, consents, certificates, registrations, authorizations, permits, licenses, waivers, exemptions and entitlements are and will be as of the Transaction Closing Date in full force and effect and with no material default thereunder.
- (b) Without limiting Section 4.25(a), the Cuale Project and all activities relating thereto, are in material compliance with all applicable laws in Mexico, including the laws of Mexico relating to mining, ownership of the Cuale Properties and Environmental Laws.

4.26 Absence of Certain Changes.

Since December 31, 2017, except in connection with the transaction contemplated by the Agreement or , the Corporation has conducted its business only in the ordinary course, consistent with past practice, and there has not occurred any Material Adverse Effect.

4.27 Restrictions on Business Activities.

Other than as set forth in the Disclosure Documents, in respect of the Cuale Project, there is no agreement or Order binding upon the Corporation or its Subsidiaries which has or could reasonably be expected to have the effect of prohibiting or materially impairing any business practice of the Corporation or its Subsidiaries or the conduct of business by the Corporation or its Subsidiaries as currently conducted or as currently proposed to be conducted by the Corporation.

4.28 Absence of Certain Business Practices.

Neither the Corporation nor any of its Subsidiaries, nor any Affiliate of the Corporation, nor to the knowledge of the Corporation, any agent or employee of the Corporation or any of its Subsidiaries, any other Person acting on behalf of or associated with the Corporation, or any individual related to any of the foregoing Persons, acting alone or together, has:

- (a) received, directly or indirectly, any rebates, payments, commissions, promotional allowances or any other economic benefits, regardless of their nature or type, from any customer, supplier, trading company, shipping company, governmental employee or other Person with whom the Corporation or any of its Subsidiaries has done business directly or indirectly; or
- (b) directly or indirectly, given or agreed to give any gift or similar benefit to any customer, supplier, trading company, shipping company, governmental employee or other Person who is or may be in a position to help or hinder the business of the Corporation or any of its Subsidiaries (or assist the Corporation or any of its Subsidiaries in connection with any actual or proposed transaction) which (i) may subject the Corporation or any of its Subsidiaries to any damage or penalty in any civil, criminal or governmental litigation or proceeding, (ii) if not given in the past, may have had a Material Adverse Effect or (iii) if not continued in the future, may have a Material Adverse Effect or subject the Corporation or any of its Subsidiaries to suit or penalty in any private or governmental litigation or proceeding.

4.29 Agreements and Actions.

None of the Corporation or any Subsidiary is in violation of any term of any constating document thereof. Neither the Corporation nor any Subsidiary is in violation of any material term or provision of any agreement, indenture or other instrument applicable to it. Neither the Corporation nor any Subsidiary is in default in the payment of any material obligation owed which is now due, if any, and except as described in the Disclosure Documents, there is no action, suit, proceeding or investigation commenced, threatened or, to the knowledge of the Corporation, pending which, individually or in the aggregate, might result in any Material Adverse Effect or in any material Liability on the part of the Corporation or any Subsidiary or which places, or could reasonably be

expected to place, in question the validity or enforceability of this Agreement or any other document or instrument delivered, or to be delivered, by the Corporation pursuant hereto.

4.30 Ownership of Properties.

The Corporation and its Subsidiaries are the absolute legal and beneficial owners of, and have good and marketable title to or a valid leasehold interest in all of their respective material property and assets, including the Cuale Project, and the property, mineral and other rights or interests relating thereto, as the properties are described in the Disclosure Documents (collectively, the “**Property Rights**”), free of all material Liens, other than those described in the Disclosure Documents, and no other material property rights or interests are necessary for the conduct of the business of the Corporation or any Subsidiary, as currently conducted. Neither the Corporation nor any Subsidiary knows of any claim or the basis for any claim that might or could reasonably be expected to adversely affect the right thereof to use, transfer or otherwise exploit the Property Rights, and except as disclosed in the Disclosure Documents; and neither the Corporation nor any Subsidiary has any current responsibility or obligation to pay any outstanding commission, royalty, licence fee or similar payment to any Person with respect to the Cuale Project and the Property Rights thereof except pursuant to applicable legislation or as has been disclosed in the Disclosure Documents.

4.31 Mineral Interests and Title.

- (a) All mining licenses, concessions, exploration, extraction, surface and other Property Rights of the Corporation and the Subsidiaries comprising the Cuale Properties are in good standing, are valid and enforceable, are free and clear of any material Liens or charges and no material royalty is payable in respect of any of them, except as set out in the Disclosure Documents or Exhibit A hereof. Except as disclosed in the Disclosure Documents or Exhibit A hereof, the Corporation or a Subsidiary is the owner of the Cuale Properties and have all necessary rights to carry on the Corporation’s and its Subsidiaries’ current and proposed exploration activities and proposed mining operations.
- (b) With respect to those Property Rights comprising the Cuale Properties that are owned by the Corporation or a Subsidiary, the Corporation or a Subsidiary is in exclusive possession thereof and has good, sufficient and marketable title thereto, free and clear of all Liens, except for Liens that would not individually or in the aggregate have a Material Adverse Effect. Except as disclosed in the Disclosure Documents or Exhibit A hereof, with respect to any of the Cuale Properties that are leased by the Corporation or a Subsidiary:
 - (i) the Corporation or Subsidiary has not received any notice of default of any of the terms or provisions of the leases applicable thereto;
 - (ii) the leases applicable thereto are valid and are in good standing;
 - (iii) the Corporation has no knowledge of any act or omission or any condition on such properties which could be considered or construed as a default under any of the such leases applicable thereto;

- (iv) neither the Corporation nor any Subsidiary is a party to, or under any agreement to become a party to, any lease with respect to Real Property, which, if terminated, could reasonably be expected to have a Material Adverse Effect;
 - (v) the Property Rights covered thereby are free and clear of all Liens except Liens that would not individually or in the aggregate have a Material Adverse Effect; and
 - (vi) in the case of Property Rights as to which the Corporation or a Subsidiary holds rights to explore for minerals, the Corporation or the Subsidiary has the right to explore for such minerals.
- (c) Except as set out in the Disclosure Documents, there is no action, suit, proceeding, judgment, claim or investigation pending or, to the knowledge of the Corporation, threatened, against the Corporation or any of its Subsidiaries for restitution of any lands owned or leased by the Corporation or any of its Subsidiaries.

4.32 Aboriginal Claims.

There are no claims with respect to aboriginal rights or title currently pending or, to the knowledge of the Corporation, threatened with respect to the Cuale Properties of the Corporation or any of its Subsidiaries.

4.33 Environmental Matters.

- (a) To the knowledge of the Corporation the Cuale Project and the other material properties of the Corporation are in material compliance with all Environmental Laws, and (ii) the Corporation and, to the knowledge of the Corporation, its predecessors have complied in all material respects with all Environmental Laws. The Corporation has no basis to expect, nor has it received any actual, or to the knowledge of the Corporation, threatened, written or oral Order, notice, report or other communication from any Governmental Entity or other Person of any actual, potential or alleged violation of or failure of the assets of the Corporation to comply with any Environmental Law.
- (b) The Corporation has obtained and complied with, and is in compliance with, all Governmental Authorizations that are required pursuant to any Environmental Laws for operations, and the occupation of, the properties of the Corporation and its Subsidiaries.
- (c) In connection with the Corporation's treatment, storage, disposal, transportation, handling, manufacturing and distribution of Hazardous Substances, neither the Corporation nor, to the knowledge of the Corporation, any predecessor, with respect to its assets and operations, has any current or future material Liabilities, including any Liability for fines, penalties, corrective action costs, personal injury, property damage, natural resource damages or attorney's fees, pursuant to any

Environmental Laws, and to the knowledge of the Corporation, none of the assets of the Corporation are contaminated by any Hazardous Substances.

- (d) To the knowledge of the Corporation, no facts, events or conditions relating to the operations or the property of the Corporation or its Subsidiaries, will prevent, hinder or limit continued compliance with Environmental Laws, or give rise to any proceedings against the Corporation or its Subsidiaries or any Remediation obligations or Liabilities.
- (e) There are no outstanding bonds, or other surety or security arrangements issued or entered into in connection with the assets or the operations of the Corporation or its Subsidiaries for Remediation or otherwise. No other bond, surety or security arrangement is required to satisfy the requirements of any Environmental Laws or other applicable laws applicable to the Corporation or its Subsidiaries with respect to their respective assets and operations.

4.34 No Defaults.

None of the Corporation or any Subsidiary is in default of any material term, covenant or condition under or in respect of any Order, agreement or instrument to which it is a party or to which it or any of the Cuale Properties or assets thereof are or may be subject, and to the knowledge of the Corporation, no event has occurred and is continuing, and no circumstance exists which has not been waived, which constitutes a default in respect of any commitment, agreement, document or other instrument to which the Corporation or any Subsidiary is a party or by which it is otherwise bound entitling any other party thereto to accelerate the maturity of any material amount owing thereunder or which could, individually or in the aggregate, have a Material Adverse Effect.

4.35 No Litigation.

Except as disclosed in the Disclosure Documents, there are no claims, actions, suits, proceedings, inquiries or investigations existing, pending or, to the knowledge of the Corporation, threatened against the Corporation or any Subsidiary and any of the property or assets thereof or to which the Corporation or any Subsidiary is a party, at law or equity, or before or by any court, federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which may in any way materially adversely affect the assets, liabilities (contingent or otherwise), affairs, business, capital, condition (financial or otherwise), or operations of the Corporation or the business of the Corporation or any Subsidiary or the ability of any of them to perform the obligations thereof and none of the Corporation or any Subsidiary is subject to any Order, award, rule, policy or regulation of any Governmental Entity.

4.36 Foreign Corrupt Practices Act.

None of the Corporation, any Subsidiary or any director, officer, agent, employee, affiliate or other Person acting on behalf of the Corporation or a Subsidiary is aware of or has taken any action, directly or indirectly, that would result in a violation by such Persons of the *Foreign Corrupt Practices Act of 1977*, as amended, and the rules and regulations thereunder (the “**FCPA**”) or the *Corruption of Foreign Public Officials Act (Canada)*, as amended (the “**CFPOA**”) and the Corporation and each of its Subsidiaries have conducted their businesses in compliance with the

FCPA or the CFPOA and have instituted and maintain policies and procedures designed to ensure continued compliance therewith.

4.37 Money Laundering Laws.

The operations of the Corporation and each Subsidiary are, and have been conducted at all times in compliance with the financial record-keeping and reporting requirements of anti-money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Entity to which the Corporation or any Subsidiary is subject, and the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (collectively, the “**Money Laundering Laws**”), and no action, suit or proceeding by or before any Governmental Entity or body or arbitrator involving the Corporation or any Subsidiary with respect to the Money Laundering Laws is pending or, to the knowledge of the Corporation, threatened.

4.38 Brokers.

No broker, finder or investment banker is entitled to any brokerage, finder’s or other fee or commission in connection with the transactions contemplated by this Agreement, based upon any arrangement made by or on behalf of the Corporation, which would make the Corporation liable for any fees or commissions.

5. REPRESENTATIONS AND WARRANTIES OF NEWMONT

Newmont represents and warrants to the Corporation as set out below and acknowledges that the Corporation is relying on such representations and warranties in connection with the sale by the Corporation of the Purchased Shares.

5.1 Legal Capacity.

Newmont has the legal capacity to enter into and execute this Agreement and perform its obligations hereunder and under any other instruments delivered pursuant hereto. Newmont is purchasing the Purchased Shares as principal and not for the benefit of others and has not been created for the purposes of avoiding the prospectus, registration or any similar requirements of any Applicable Securities Laws.

5.2 Authorization.

Newmont has the power and capacity to enter into this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized by Newmont. This Agreement has been duly executed and delivered by Newmont and is a legal, valid and binding obligation of Newmont, enforceable against Newmont by the Corporation and in accordance with its terms (except in any case as enforcement hereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by equitable principles).

5.3 No Violation.

The execution and delivery of this Agreement by Newmont and the consummation of the transactions provided for herein will not result in the violation of, or constitute a default under or conflict with or cause the acceleration of any obligation of Newmont under:

- (a) any provision of the constating documents or by-laws or resolutions of the board of directors (or any committee thereof) or shareholders of Newmont, as applicable;
- (b) any Order or award of any court, Governmental Entity or arbitrator having jurisdiction over Newmont; or
- (c) any applicable law, statute, ordinance, regulation or rule to which Newmont is subject.

5.4 Consents and Approvals.

Other than as described in this Agreement, there is no requirement for Newmont to make any filing with, give any notice to or obtain any license, permit, certificate, registration, authorization, consent or approval of, any governmental or regulatory authority as a condition to the lawful consummation of the transactions contemplated by this Agreement.

5.5 Resale Restrictions.

Newmont has been advised to consult its own legal advisors with respect to trading in the Purchased Shares and with respect to the resale restrictions imposed by Applicable Securities Laws, and acknowledges that no representation has been made respecting the applicable hold periods imposed by Applicable Securities Laws or other resale restrictions applicable to such securities which restrict the ability of Newmont to resell the Purchased Shares. Newmont is solely responsible to find out what these restrictions are, and Newmont is solely responsible (and Evrim is in no way responsible) for compliance with applicable resale restrictions. Newmont is aware that it may not be able to resell the Purchased Shares except in accordance with limited exemptions under Applicable Securities Laws.

5.6 No Proceeds of Crime.

The funds representing the Subscription Amount which will be advanced by Newmont to the Corporation hereunder, as applicable, will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* (the “**PCMLTFA**”) and Newmont acknowledges that the Corporation may in the future be required by law to disclose Newmont’s name and other information relating to this Agreement and Newmont’s subscription hereunder, on a confidential basis, pursuant to the PCMLTFA.

5.7 Securities Law Matters.

Newmont is:

- (a) a sophisticated investor that, by reason of its, or of its management's, business or financial experience, has the capacity to protect its own interests in connection with the transactions contemplated in this Agreement;
- (b) an "accredited investor" pursuant to National Instrument 45-106 – *Prospectus Exemptions*;
- (c) purchasing the Purchased Shares as principal and has not been created, and is not being used, solely to purchase or hold the Purchased Shares in reliance on the exemption in Section 2.10 of National Instrument 45-106 – *Prospectus Exemptions*;
- (d) formed under the laws of the Province of Nova Scotia and its registered office is located in the Province of Nova Scotia; and
- (e) purchasing the Purchased Shares for investment purposes only and not with a view to any resale or distribution of all or any of the Purchased Shares in violation of Applicable Securities Laws, and not in a transaction or series of transactions involving a purchase and sale or repurchase and resale in the course of or incidental to a distribution.

5.8 Current Ownership or Control.

Prior to giving effect to the transactions contemplated by this Agreement, Newmont, directly or indirectly, legally or beneficially owns, or controls or directs the exercise of the voting rights of, no Common Shares.

6. ACKNOWLEDGEMENTS OF NEWMONT

Newmont acknowledges and agrees that:

- (a) (i) no Person has agreed to resell or repurchase the Common Shares, (ii) no agency, governmental authority, regulatory body, stock exchange or other entity has made any finding or determination as to the merit for investment of, nor have any such agencies or governmental authorities made any recommendation or endorsement with respect to the Purchased Shares; (iii) there is no government or other insurance covering the Purchased Shares; and (iv) there are risks associated with the purchase of the Purchased Shares;
- (b) the purchase of the Purchased Shares has not been or will not be (as applicable) made through, or as a result of, and the distribution of the Purchased Shares is not being accompanied by, a general solicitation or advertisement including articles, notices or other communications published in any newspaper, magazine or similar

media or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;

- (c) no prospectus or other offering document has been filed by the Corporation with a securities commission or other securities regulatory authority in any province of Canada, or any other jurisdiction in or outside of Canada in connection with the issuance of the Purchased Shares, and such issuance is exempt from the prospectus requirements otherwise applicable under the provisions of Applicable Securities Laws and, as a result, in connection with its purchase of the Purchased Shares hereunder, as applicable:
 - (i) Newmont is restricted from using most of the protections, rights and remedies available under Applicable Securities Laws including, without limitation, statutory rights of rescission or damages;
 - (ii) Newmont will not receive information that may otherwise be required to be provided to Newmont under Applicable Securities Laws or contained in a prospectus prepared in accordance with Applicable Securities Laws; and
 - (iii) the Corporation is relieved from certain obligations that would otherwise apply under such Applicable Securities Laws;
- (d) the Purchased Shares are being offered for sale only on a “private placement” basis. The Purchased Shares will be subject to certain resale restrictions under Applicable Securities Laws. For purposes of complying with Applicable Securities Laws, including National Instrument 45-102 – *Resale of Securities*, Newmont understands and acknowledges that the certificates representing the Purchased Shares issued at the Transaction Closing Date, or if no certificate representing the Purchased Shares is to be delivered to Newmont, a written notice delivered to Newmont at the Transaction Closing Date, shall bear the following legend (and any additional legend that may be required by the TSX-V or Applicable Securities Laws):

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [THE DATE THAT IS FOUR MONTHS PLUS A DAY AFTER THE DISTRIBUTION DATE].”

7. CONDITIONS OF CLOSING AND COVENANTS

7.1 Interim Period Covenants.

- (a) The Corporation will, from and including the date of this Agreement through to and including the Time of Closing or earlier termination of this Agreement:
 - (i) do all such acts and things within its power to ensure that all of the representations and warranties of the Corporation contained in this Agreement or any certificates or documents delivered by it pursuant hereto or thereto remain true and correct and not do any such act or thing that

would render any representation or warranty of the Corporation contained in this Agreement or any certificates or documents delivered by it pursuant to this hereto or thereto untrue or incorrect;

- (ii) fulfill in a timely manner all its covenants and agreements contained in this Agreement;
 - (iii) ensure that the conditions for the benefit of Newmont contained in Sections 7.3 and 7.4 of this Agreement have been performed or complied with by the Time of Closing;
 - (iv) ensure that the issue and sale of the Purchased Shares will fully comply, in all material respects, with the requirements of Applicable Securities Laws;
 - (v) promptly send to Newmont and its legal counsel copies of all correspondence and filings to and correspondence from the Securities Commissions or the TSX-V relating to the transactions contemplated by this Agreement;
 - (vi) conduct its business and affairs and maintain the Cuale Properties in, and not take any action except in, the usual, ordinary and regular course of business consistent with past practice; and
 - (vii) use commercially reasonable efforts to preserve intact its present business organization, assets (including intellectual property) and goodwill, maintain its property interests (including title to, and leasehold interests in respect of, any Real Property in respect of the Cuale Project) in good standing, keep available the services of its officers and employees as a group and preserve the current material relationships with suppliers, employees, consultants, customers and others having business relationships with it.
- (b) Newmont will, from and including the date of this Agreement through to and including the Time of Closing or earlier termination of this Agreement:
- (i) do all such acts and things within its power to ensure that all of the representations and warranties of Newmont contained in this Agreement or any certificates or documents delivered by it pursuant hereto or thereto remain true and correct and not do any such act or thing that would render any representation or warranty of Newmont contained in this Agreement or any certificates or documents delivered by it pursuant to this hereto or thereto untrue or incorrect;
 - (ii) fulfill in a timely manner all its covenants and agreements contained in this Agreement;
 - (iii) ensure that the conditions for the benefit of the Corporation contained in Sections 7.3 and 7.5 of this Agreement over which Newmont has reasonable control have been performed or complied with by the Time of Closing; and

- (iv) promptly send to the Corporation and its legal counsel copies of all correspondence and filings to and correspondence from the Securities Commissions or the TSX-V relating to the transactions contemplated by this Agreement.
- (c) The Corporation will not, without the prior written consent of Newmont, from and including the date of this Agreement through to and including the Time of Closing:
 - (i) take any action that could reasonably be expected to interfere with or be inconsistent with the completion of the transactions contemplated by this Agreement; or
 - (ii) solicit, initiate, knowingly encourage, negotiate, discuss or facilitate (including by way of furnishing non-public information), either directly or through any of its Affiliates or its or their respective directors, officers, employees, consultants and professional advisers, any transaction that would be inconsistent with, interfere with or delay the transactions contemplated by this Agreement.

7.2 Regulatory Matters.

In the event that either of the Parties, or any of their respective directors, officers, employees, consultants and professional advisers, receives any request for information, documents or other materials, or a notice, from any Governmental Entity indicating that any investigation, review, inquiry or other formal or informal proceeding, which could lead to an Order temporarily or permanently prohibiting the Closing, is taking place or may take place, such Party shall:

- (a) promptly notify the other Party of the applicable notice or request for information, documents or other materials, and cooperate with the other Party in connection with any related investigation or other inquiry;
- (b) in consultation and cooperation with the other Party, respond as promptly as possible to any request for information made by any such Governmental Entity, and thereafter, after providing the other Party with a reasonable opportunity to review and comment on any drafts of any written communications with a Governmental Entity, make any other submissions or filings as may be advisable in order to enable the consummation of the transaction contemplated by this Agreement (promptly notifying the other Party when any such submission or filing is made);
- (c) promptly respond to any request for a meeting by any Governmental Entity, arrange for such meeting to take place as soon as possible, and permit the other Party to attend such meeting, unless prohibited by the Governmental Entity; and
- (d) take or to cause to be taken, all actions and steps, and to do, or to cause to be done all things necessary on its part under this Agreement, applicable law or otherwise, including as required, agreeing to any undertaking, term or condition, or making a commitment to divest anything, required to consummate and make effective the transaction contemplated by this Agreement, and not enter into any agreement with

any Governmental Entity not to consummate, or to make any undertaking or commit to any divestiture regarding, the transaction contemplated by this Agreement, without the prior written consent of the other Party.

7.3 Mutual Conditions of Closing.

The purchase and sale of the Purchased Shares issuable and the other transactions contemplated on the Transaction Closing Date is subject to the following terms and conditions for the benefit of both Parties, to be fulfilled or performed by either the Corporation or Newmont, as applicable, at or prior to the Time of Closing:

- (a) ***No Action or Proceeding.*** No legal or regulatory action or proceeding shall be pending or threatened by any Person which would, in the opinion of Newmont, acting reasonably, enjoin, restrict or prohibit the purchase and sale of the Purchased Shares contemplated hereby; and
- (b) ***Regulatory Approval.*** The Corporation shall have obtained all regulatory approvals to permit the issuance of the Purchased Shares and the other transactions contemplated hereunder, including without limitation the conditional approval of the TSX-V.

7.4 Conditions of Closing in Favour of Newmont.

The purchase and sale of the Purchased Shares issuable and the other transactions contemplated on the Transaction Closing Date is subject to the following terms and conditions for the exclusive benefit of Newmont, to be fulfilled or performed by the Corporation at or prior to the Time of Closing:

- (a) ***Representations and Warranties.*** The representations and warranties of the Corporation contained in this Agreement shall be true and correct in all material respects at the Time of Closing, with the same force and effect as if such representations and warranties were made at and as of such time and a certificate of an officer of the Corporation shall be delivered to Newmont at the Time of Closing in this respect;
- (b) ***Covenants.*** All of the terms, covenants and conditions of this Agreement to be complied with or performed by the Corporation at or before the Time of Closing shall have been complied with or performed;
- (c) ***Material Adverse Change.*** No Material Adverse Effect shall have occurred since the date of this Agreement and a certificate of an officer of the Corporation shall be delivered to Newmont at the Time of Closing in this respect; and
- (d) ***Officer's Certificate.*** Newmont shall have received at the Time of Closing a certificate of an officer of the Corporation dated as of the Transaction Closing Date and attaching the constating documents of the Corporations, all resolutions of directors relating to this Agreement, the other agreements contemplated hereunder, and such other matters as Newmont may reasonably request.

7.5 Condition of Closing in Favour of the Corporation.

The purchase and sale of the Purchased Shares on the Transaction Closing Date and completion of the other transactions contemplated on the Transaction Closing Date is subject to the representations and warranties of Newmont contained in this Agreement being true and correct in all material respects at the Time of Closing with the same force and effect as if such representations and warranties were made at and as of such time.

8. CLOSING ARRANGEMENTS

8.1 Place of Closing.

The Closing shall take place at the offices of Osler, Hoskin & Harcourt LLP, counsel to Evrim, at 1700 – 1055 West Hastings Street, Vancouver, BC.

8.2 Closing.

The completion of the purchase and sale of the Purchased Shares contemplated by Section 8.1 will occur on the Transaction Closing Date, with the Corporation delivering a share certificate (or other evidence of ownership reasonably requested by Newmont) representing the Purchased Shares against wire transfer of the Subscription Amount.

8.3 Transaction Closing Deliveries.

At the Time of Closing, upon fulfillment of all conditions set out in Section 7.3, 7.4 and 7.5 which have not been waived in writing by Newmont or the Corporation, as the case may be, the Parties shall deliver the following:

- (a) Evrim shall deliver to Newmont:
 - (i) a certificate (or other evidence of ownership reasonably requested by Newmont) representing the Purchased Shares purchased by Newmont, or if no certificate representing the Purchased Shares is to be delivered to Newmont, a written notice delivered to Newmont, bearing applicable legends;
 - (ii) the officer's certificates required by Section 7.4(a), 7.4(c) and 7.4(d); and
 - (iii) such other documents as Newmont may reasonably require.
- (b) Newmont shall deliver to Evrim:
 - (i) wire transfer of the Subscription Amount;
 - (ii) a TSX-V Form 4C Corporate Placee Registration Form executed by Newmont unless previously filed with the TSX-V; and
 - (iii) such additional documents as the Corporation may reasonably require.

9. TERMINATION

9.1 Termination.

- (a) This Agreement may be terminated at any time prior to the Transaction Closing Date:
 - (i) by mutual written agreement of the Parties;
 - (ii) by either the Corporation or Newmont, if the Time of Closing does not occur on or before the Outside Date, except that the right to terminate this Agreement under this Section 9.1(a)(ii) is not available to a Party whose failure to fulfill any of its obligations or breach of any of its representations and warranties under this Agreement has been the direct or indirect cause of, or resulted in, the failure of the Transaction Closing Date to occur by such Outside Date;
 - (iii) by the Corporation if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Newmont under this Agreement occurs that would cause the condition in Section 7.5 not to be satisfied, and such breach or failure is incapable of being cured on or prior to the Outside Date; or
 - (iv) by Newmont if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Corporation under this Agreement occurs that would cause any condition in Section 7.4 not to be satisfied, and such breach or failure is incapable of being cured on or prior to the Outside Date.
- (b) The Party desiring to terminate this Agreement pursuant to this Section 9.1 (other than pursuant to Section 9.1(a)(i)) shall give notice of such termination to the other Party, specifying in reasonable detail the basis for such Party's exercise of its termination right.
- (c) If this Agreement is terminated pursuant to this Section 9.1, this Agreement shall become void and be of no further force or effect without liability of any Party (or any shareholder, director, officer, employee, agent, consultant or representative of such Party) to any other Party hereto, except that the provisions of this Section 9.1(c) and Section 1.7, and all related definitions set forth in Section 1.1 and the provisions of the Confidentiality Agreement shall survive any termination hereof pursuant to Section 9.1(a).

10. SURVIVAL AND INDEMNIFICATION

10.1 Survival of Representations and Warranties.

The representations, warranties and covenants contained in this Agreement and in all certificates and documents delivered pursuant to or contemplated by this Agreement shall survive the Closing

and shall terminate at the expiration of eighteen months following the Transaction Closing Date; provided, however, that the representations and warranties in: (a) Sections 4.1, 4.2, 4.3, 4.6, 4.7, 4.13 and 4.14, shall survive indefinitely; (b) Sections 4.12 and 4.30 shall survive for a period of two years after the Closings, and (c) Section 4.24 shall survive for the full period of all applicable statutes of limitations (giving effect to any waiver, mitigation or extension thereof) plus 60 days and, notwithstanding such closing nor any investigation made by or on behalf of the Party entitled to the benefit thereof, shall continue in full force and effect for the benefit of the Party entitled to the benefit thereof.

10.2 Indemnification.

Newmont and its Affiliates are relying on the representations and warranties, certifications and covenants contained herein to make the investment in the Purchased Shares contemplated under this Agreement and the Corporation agrees to indemnify Newmont and its Affiliates and their respective directors and officers, employees, agents and representatives against all losses, claims, costs, expenses, damages or liabilities which any of them may suffer or incur as a result of or arising from breach of any such representations, warranties, certifications and covenants, provided that the indemnification provisions in this Section 10.2 will be limited such that the aggregate liability of the Corporation for breaches of representations and warranties set forth in this Agreement shall in no event exceed the Subscription Amount.

11. NOTICES

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person or transmitted by electronic communication, addressed as follows:

- (a) if to the Corporation:

Evrin Resources Corp.
850 West Hastings Street
Suite 901
Vancouver, BC
V6C 1E1

Attention: Chief Executive Officer

Email: [REDACTED]

- (b) if to Newmont:

1959 Upper Water Street, Suite 900
Halifax, Nova Scotia, Canada, B3J 3N2

Attention: General Counsel

Fax: [REDACTED]

Email: [REDACTED]

with a copy to:

Newmont Mining Corporation
6363 South Fiddlers Green Circle
Greenwood Village, CO 80111

Attention: General Counsel

Fax: [REDACTED]

Email: [REDACTED]

Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day, on the next following Business Day). Any Party may at any time change its address for service from time to time by giving notice to the other Parties in accordance with this Section 11.

12. MISCELLANEOUS

12.1 Consultation.

The Corporation and Newmont shall consult with each other before issuing any press release or making any other public announcement with respect to this Agreement or the transactions contemplated hereby. Except as required by any applicable law or regulatory requirement, neither the Corporation nor Newmont shall issue any other press release or make any such public announcement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. It is understood that the Corporation will file a copy of this Agreement with securities regulators in accordance with Applicable Securities Laws.

12.2 Application of this Agreement.

The terms of this Agreement shall apply *mutatis mutandis* to any shares or other securities:

- (a) resulting from the conversion, reclassification, redesignation, subdivision, consolidation, stock dividend or other similar events involving the shares or other securities of the Corporation; or
- (b) of the Corporation or any successor body corporate that may be received by Newmont and its Affiliates on a merger, amalgamation, arrangement or other reorganization of or involving the Corporation,

and (i) any thresholds or other nominal number of shares or other securities set out in this Agreement shall be automatically adjusted to take such event into account, and (ii) prior to any action referred to in (a) or (b) above being taken, the Parties shall give due consideration to any other changes that may be required to this Agreement in order to give effect to the intent of this Section 12.2.

12.3 No Partnership.

Nothing in this Agreement will be deemed to constitute a partnership, agency or similar relationship between Newmont and the Corporation or to authorize either Party to bind the other.

12.4 Successors and Assigns.

This Agreement shall enure to the benefit of and shall be binding on and enforceable by the Parties and, where the context so permits, their respective successors and permitted assigns. Neither Party may assign any of its rights or obligations hereunder without the prior written consent of the other Party.

12.5 Amendment and Waivers.

No amendment or waiver of any provision of this Agreement shall be binding on any Party unless consented to in writing by such Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided.

12.6 Further Assurances.

Each of the Parties hereto shall promptly do, make, execute, deliver or cause to be done, made, executed or delivered, all such further acts, documents and things as the other Parties hereto may require, acting reasonably, from time to time for the purpose of giving effect to this Agreement and shall use reasonable efforts and take all such steps as may be reasonably within its power to implement to the full extent the provisions of this Agreement.

12.7 Severability.

If any provision hereof is illegal, invalid or unenforceable, such provision shall be deemed to be severed and deleted from this Agreement and such illegality, invalidity or unenforceability shall not in any manner affect the validity or enforceability of the remainder hereof.

12.8 Waiver.

A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the Party to be bound by the waiver. No waiver shall be inferred from or implied by any act or delay in acting by a Party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other Party. The waiver by a Party of any default, breach or non-compliance under this Agreement shall not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

12.9 Counterparts and Facsimile.

This Agreement may be executed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Counterparts may be executed either in original or faxed form and the Parties adopt any signatures received by a receiving fax machine as original signatures of the Parties.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF this Agreement has been executed by the Parties on the date first above written.

EVRIIM RESOURCES CORP.

By: (signed) "Paddy Nicol"
Name: PADDY NICOL
Title: PRESIDENT & CEO

NEWMONT CANADA CORPORATION

By: (signed) "Blake Rhodes"
Name: BLAKE RHODES
Title: VICE PRESIDENT

**EXHIBIT A
CUALE PROPERTIES**

Mineral Estate:

Concession Name	Owner	Title #	File #	Grant Date	Expiry Date	Location
CUALE FRACC. I	Minera Evrim S.A. de C.V.	T-245718	E-045/18019	07-Nov-2017	06-Nov-2067	Talpa de Allende / Cabo Corrientes, Jalisco
CUALE FRACC. II	Minera Evrim S.A. de C.V.	T-245549	E-045/18019	11-Aug-2017	10-Aug-2067	Talpa de Allende / Cabo Corrientes, Jalisco
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

**EXHIBIT B
AREA OF INTEREST**

