

CERRO CASCARON PROPERTY OPTION AGREEMENT

THIS AGREEMENT made and entered into effective as of the 7th day of June, 2017.

BETWEEN:

EVRIM RESOURCES CORP., a company with offices at
910 - 850 W. Hastings Street, Vancouver, British Columbia
V6C 1T2

(the "Optionor")

OF THE FIRST PART

AND:

HARVEST GOLD CORP., a company with offices at Suite
804 - 750 West Pender Street, Vancouver, British Columbia
V6C 2T7

(the "Optionee")

OF THE SECOND PART

WHEREAS the Optionor is the owner of the Property subject to the Vendor Obligations;

AND WHEREAS the Optionor and the Optionee now wish to enter into this Agreement so as to provide for the right of the Optionee to earn up to an 80% interest in the Property;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises, the mutual covenants herein set forth and the sum of One Dollar (\$1.00) of lawful money of Canada now paid by the Optionee to the Optionor (the receipt whereof is hereby acknowledged), the Parties hereto do hereby mutually covenant and agree as follows:

Interpretation

1. The following words, phrases and expressions shall have the following meanings:
 - (a) "Additional 10% Interest" has the meaning given to it in Section 11 hereof;
 - (b) "Affiliate" means a company that is affiliated with another company as described below;

A company is an "Affiliate" of another company if:

- (i) one of them is the subsidiary of the other, or

- (ii) each of them is controlled by the same person;

A company is “controlled” by a person if:

- (iii) voting securities of the company are held, other than by way of security only, by or for the benefit of that person, and

- (iv) the voting rights attached to those voting securities are entitled, if exercised, to elect a majority of the directors of the company;

A person beneficially owns securities that are beneficially owned by:

- (v) a company controlled by that person, or

- (vi) an Affiliate of that person or an Affiliate of any company controlled by that person;

(c) “Business Day” means a day on which banks are open for business in Vancouver, British Columbia;

(d) “Effective Date” means the date on which the Exchange accepts this Agreement for filing;

(e) “Environmental Claims” means any and all administrative, regulatory, or judicial actions, suits, demands, claims, liens, notices of non-compliance or violation, investigations, or proceedings relating in any way to any Environmental Law or any permit issued under any Environmental Law, including, without limitation:

- (i) any and all claims by government or regulatory authorities for enforcement, clean-up, removal, response, remedial, or other actions or damages under any applicable Environmental Law; and

- (ii) any and all claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation, or injunctive or other relief resulting from hazardous materials, including any release of those claims, or arising from alleged injury or threat of injury to human health or safety (arising from environmental matters) or the environment;

(f) “Environmental Laws” means all requirements of the common law, civil code, or of environmental, health, or safety statutes of any agency, board, or governmental authority including, but not limited to, those relating to (i) noise, (ii) pollution or protection of the air, surface water, ground water, or land, (iii) solid, gaseous, or liquid waste generation, handling, treatment, storage, disposal, or transportation, (iv) exposure to hazardous or toxic substances, or (v) the closure, decommissioning, dismantling, or abandonment of any facilities, mines, or workings and the reclamation or restoration of lands;

(g) “Exchange” means the TSX Venture Exchange Inc.;

(h) “Expenditures” includes all direct or indirect expenses (net of government incentives and net of cash payments to the Optionor pursuant to Section 4 hereof) of or incidental to Mining Operations. The certificate of the Controller or other financial officer of the Optionee, together with a statement of Expenditures in reasonable detail shall be prima facie evidence of such Expenditures;

(i) “Facilities” means all mines and plants, including without limitation, all pits, shafts, adits, haulageways, raises and other underground workings, and all buildings, plants, facilities, and other structures, fixtures, and improvements, and all other property, whether fixed or moveable, as the same may exist at any time in, or on the Property and relating to the operator of the Property as a mine or outside the Property if for the exclusive benefit of the Property only;

(j) “First Option” means the option granted by the Optionor to the Optionee to acquire up to an undivided 70% right, title and interest in and to the Property as more particularly set forth in Section 4;

(k) “First Option Period” means the period commencing on the Effective Date and ending on the date that is the earlier of the date the First Option is exercised in full and the date that the Optionee ceases to fund the Expenditures required to exercise the First Option in full;

(l) “Force Majeure” means an event beyond the reasonable control of the Optionee that prevents or delays it from conducting the activities contemplated by this Agreement other than the making of cash payments to the Optionor referred to in Section 4 herein. Such events shall include but not be limited to acts of God, war, insurrection, action or inaction of governmental or regulatory agencies, inability to obtain any environmental, operating or other permits or approvals, authorizations or consents, fire, strikes, lockouts or other industrial disturbances, non-availability of materials, equipment or transportation, and inclement weather conditions and civil disobedience caused by indigenous peoples, environmental lobbyists, non-governmental organizations, local community groups or other persons;

(m) “Joint Venture Agreement” means that joint venture agreement to be negotiated and entered into between the Optionor and the Optionee as contemplated by Sections 11 and 12 hereof, having the terms as set out in Schedule “B” hereto;

(n) “Mineral Products” means the commercial end products derived from operating the Property or any part thereof as a mine;

(o) “Mining Operations” includes:

(i) every kind of work done on or with respect to the Property or the Mineral Products by or under the direction of the Optionee; and

(ii) without limiting the generality of the foregoing, includes the work of assessment, environmental, geophysical, geochemical, geological, land, and airborne surveys, studies, assessments and mapping, investigating, testing,

drilling, designing, examining equipping, improving, surveying, shaft sinking, raising, cross-cutting and drifting, searching for, digging, trucking, sampling, assaying, working and procuring minerals, ores and metals, in surveying and bringing any mineral claims to lease or patent, in doing all other work usually considered to be prospecting, acquisition of mineral claims, access or surface rights, exploration, development, preparation of a feasibility study, mining work, installation, erection, or construction, and operation of Facilities, milling, concentration, bonification or ores and concentrates, as well as the separation and extraction of Mineral Products, and reclamation or remediation;

(p) “Property” means the mineral interests that comprise the Cerro Cascaron project in Chihuahua, Mexico, as described in Schedule A, and all mining leases and other mining interests derived therefrom, and a reference herein to a mineral claim comprised in the Property includes any mineral leases or other interests into which such mineral claim may have been converted and the Property shall include any mineral interests subsequently acquired by either party hereto as part of a Work Program that are within the exterior boundary of the Property as currently defined;

(q) “Second Option” means the option granted by the Optionor to the Optionee to acquire the Additional 10% Interest as more particularly set out in Section 9;

(r) “Second Option Period” means the period commencing the date the Optionee elects to acquire the Additional 10% Interest and ending on the earlier of the date the Second Option is exercised in full and the date the Optionee ceases to fund the Feasibility Study;

(s) “Vendor” means Don Polo;

(t) “Vendor’s Obligations” means the obligations to the Vendor in respect of the Property as detailed in Schedule D hereto, including but not limited to the Vendor’s Royalty;

(u) “Vendor’s Royalty” means that 2% royalty on net smelter returns on production from the Property in favour of the Vendor, one-half of which can be repurchased for US\$2.5 million;

(v) “Work Program” means, a program of Mining Operations accepted by the Optionee in respect of the Property, contained in a written document setting out in reasonable detail:

(i) an outline of the Mining Operations or proposed mineral property interest acquisition (which, for greater certainty will become part of the Property) proposed to be undertaken and conducted on the Property, specifically stating the period of time during which the Mining Operations contemplated by the proposed program are to be done and performed;

(ii) the estimated Expenditures to be incurred in carrying out such Mining Operations including a proposed budget providing for estimated monthly cash requirements in advance and giving reasonable details; and

(iii) the identity and credentials of the person or persons undertaking the Mining Operations so proposed if not the Optionor.

(w) “70% Earn-In Date” means the date on which the Optionee has earned an undivided 70% interest in the Property in accordance with Section 8; and

(x) “80% Earn-In Date” means the date on which the Optionee has earned the Additional 10% Interest in the Property for a total undivided 80% interest in the Property in accordance with Sections 11 and 12.

2. Any heading, caption or index hereto shall not be used in any way in construing or interpreting any provision hereof.

3. Whenever the singular or masculine or neutral is used in this Agreement, the same shall be construed as meaning plural or feminine or body politic or corporate or vice versa, as the context so requires.

First Option

4. The Optionor hereby grants to the Optionee the sole exclusive right and option (the “**First Option**”) to earn an undivided 70% interest in the Property, subject to the Vendor’s Obligations, exercisable as follows:

(a) Within three (3) business days of the Effective Date, issuing 1,000,000 common shares of the Optionee at a price of \$0.05 per share to the Optionor provided that such shares will be subject to a 12 month hold period and if the Optionee terminates this Agreement in accordance with Section 21(b) prior to the first anniversary of the Effective Date, the Optionee shall have the right, but not the obligation, to repurchase, or cause the repurchase, of such shares on or before the first anniversary date of the Effective Date at a price per share equal to the higher of \$0.05 and the 20 day volume weighted average closing price of the Optionee on the Exchange on the date of purchase;

(b) on or before the first anniversary date of the Effective Date the Optionee funding Expenditures on the Property totalling \$1,000,000 and paying the sum of \$200,000 to the Optionor;

(c) on or before the second anniversary date of the Effective Date the Optionee funding further Expenditures on the Property totalling \$1,000,000 and paying the sum of \$100,000 to the Optionor;

(d) on or before the third anniversary of the Effective Date the Optionee funding further Expenditures on the Property totalling \$2,000,000 and paying the sum of \$100,000 to the Optionor; and

(e) on or before the fourth anniversary date of the Effective Date the Optionee funding further Expenditures on the Property totalling \$2,000,000 and paying the sum of \$500,000 to the Optionor and issuing to the Optionor the greater of (i) 1,000,000 common shares of the Optionee and (ii) such number of common shares of the Optionee as is equal to 1% of its then issued and outstanding common shares calculated on a fully-diluted basis.

For greater certainty, in order to exercise the First Option and earn an undivided 70% interest in the Property, subject to the Vendor's Obligations, the Optionee is required to fund \$6,000,000 of Expenditures on the Property, pay the Optionor the sum of \$900,000 and issue 2,000,000 common shares of the Optionee (or such other amount as is required to satisfy the obligation in section 4(e) above) to the Optionor within the times provided for in this section (subject to Section 7 hereof).

5. All Expenditures incurred in a particular period in excess of the amount of Expenditures required to be incurred to maintain the First Option during such period, will be carried over and included in the amount of Expenditures for the subsequent period.

6. Upon the occurrence of one or more events involving the capital reorganization, reclassification, subdivision or consolidation of the common shares of the Optionee, or the merger, amalgamation or other corporate combination of the Optionee with one or more other entities, or of any other events in which new securities of any nature are delivered in exchange for the issued common shares of the Optionee and such issued common shares are cancelled (any such event being referred to as a "Fundamental Change"), then at the time of any issuance of common shares of the Optionee pursuant to this Agreement taking place after such Fundamental Change, and in lieu of issuing the number of common shares of the Optionee which, but for such Fundamental Change and this provision, would have been issued, the Optionor shall be entitled to receive, and shall accept for the same aggregate consideration, the kind and amount of shares or other securities or property which such common shares of the Optionee result in after giving effect to the Fundamental Change.

7. Notwithstanding anything else contained herein the Optionee shall have the right, exercisable no more than twice, to elect at the first, second or third anniversary date of the Effective Date to defer the funding of the Expenditures as provided for in Section 4.(c), (d) or (e), as the case may be (the "Deferred Expenditures") for up to 12 months (the "Deferral Period") by notice in writing to the Optionor within 30 days of the relevant anniversary date of the Effective Date. In the event of such election, in order to maintain the First Option in good standing, the Optionee is required to make such cash payments as are provided for in Section 4.(c), (d) or (e), as the case may be, when due and in addition pay to the Optionor \$25,000 at the beginning of every three month period during the Deferral Period. The Optionee is also required to fund the Deferred Expenditures no later than that date which is the fourth anniversary of the Effective Date plus the Deferral Period.

8. Upon the Optionee having satisfied the conditions set forth in Section 4, the Optionee shall on such date (the "70% Earn In Date") be deemed to have exercised the First Option and shall have acquired an undivided 70% right, title and interest in and to the Property, subject to the Vendor's Obligations, and the Optionor will deliver to the Optionee a duly

executed transfer in registrable form of an undivided 70% right, title and interest in and to the Property, subject to the Vendor's Obligations, in favour of the Optionee, which the Optionee will be entitled to register against title to the Property.

Option to Acquire Additional 10% Interest

9. Provided that the Optionee has exercised the First Option in full, the Optionee may, within ninety (90) days of the 70% Earn In Date, elect by notice in writing to the Optionor to acquire an additional 10% interest (the "Additional 10% Interest") in and to the Property by funding a feasibility study on the Property in a form compliant with the requirements of National Instrument 43-101 of the Canadian Securities Administrators and the CIM Definition Standards as that term is defined by the Canadian Institute of Mining, Metallurgy and Petroleum (the "Feasibility Study") within 5 years of electing to acquire the Additional 10% Interest, provided that, notwithstanding the generality of the foregoing, in order to maintain the right to acquire the Additional 10% Interest the Optionee must fund a minimum of \$2,000,000 of Expenditures per year or, alternatively, the Optionee can elect to defer the minimum amount of Expenditures by providing notice to the Optionor at the beginning of such year and paying to the Optionor \$200,000 (which amount, for greater clarity, will not count as Expenditures) per year. The deferral of minimum Expenditures will not extend the five year term of the Second Option Period.

10. Within five business days following the election to acquire the Additional 10% Interest, the Optionee will pay to the Optionor a payment of \$200,000 or 200,000 common shares of the Optionee, as determined at the election of the Optionor.

11. Upon the Optionee having satisfied the conditions set forth in Sections 9 and 10, the Optionee shall be deemed to have exercised the option to acquire the Additional 10% Interest and shall be entitled to a total undivided 80% right, title and interest in and to the Property, subject to the Vendor's Obligations, and the Optionor will deliver to the Optionee a duly executed transfer in registrable form of an additional undivided 10% right, title and interest in and to the Property subject to the Vendor's Obligations in favour of the Optionee, which the Optionee will be entitled to register against title to the Property and the Parties will enter into the Joint Venture Agreement based on the Parties' interest in the Property.

12. At any time prior to earning the Additional 10% Interest, the Optionee may elect, by giving notice to the Optionor, to not proceed to acquire the Additional 10% Interest. Upon the Optionee giving such notice, the Optionee will not acquire the Additional 10% Interest and its interest in the Property will remain at 70%, and the Parties will finalize the terms of and enter into the Joint Venture Agreement based on the Parties' interest in the Property.

13. Should the Optionee fail to make any Expenditures contemplated herein within the time provided, it will have the right to pay the Optionor the amount of any shortfall, which payment shall, for the purposes of this Agreement, be deemed to be Expenditures.

14. Notwithstanding anything else contained herein, the interests in the Property to be earned by the Optionee are all subject to the Vendor's Royalty. In this regard it is acknowledged that the Optionor's Mexican subsidiary Minera Evrim S.A. de C.V., has the right to acquire one-

half of the Vendor's Royalty (1%) for US\$2.5 million. The Optionor will retain the right to acquire one-half of the Vendor's Royalty and upon such acquisition, the Optionor will become the owner of such acquired portion of the Vendor's Royalty. The parties will enter into such amendment or novation agreements as may be necessary in Mexico to ensure that the right to acquire one-half of the Vendor's Royalty is assigned to the Optionor and that upon such acquisition, such royalty interest becomes a valid royalty in favour of the Optionor.

Operator and Work Programs

15. During the First Option Period, the Optionee hereby engages the Optionor, or a subsidiary thereof (in this Section 15 referred to as the "**Operator**"), as an independent contractor, to carry out all work on and in connection with the Property and the Operator will be entitled to charge a management fee of 10% of Expenditures incurred, other than Expenditures relating to invoiced costs for drilling and airborne surveys for which the management fee shall be 5% of such Expenditures. The Optionee may, at its election, act as Operator during the Second Option Period and during the First Option Period in circumstances where the Optionor assigns its interest in the Property to a third party.

16. The Operator shall prepare a draft Work Program for each calendar year, and shall deliver such Work Program to the Optionee not fewer than 45 days prior to the anticipated date for the commencement of such Work Program. The first Work Program shall cover the period from the date of execution of this agreement to the first anniversary of the Effective Date. Each Work Program must involve the incurrence of sufficient Expenditures to satisfy the requirements set out in Section 4 to maintain and exercise the First Option. The Operator and the Optionee shall review each draft Work Program, and each shall use its good faith best efforts to agree with the other on the final Work Program. However, in the event that consensus is not reached, the Optionee shall have the final decision on each such final Work Program.

17. The Operator shall be entitled to invoice the Optionee, no more than 30 days in advance of the beginning of a calendar quarter, for the Expenditures reasonably anticipated to be incurred in such calendar quarter pursuant to an approved Work Program. Funds advanced by the Optionee shall be placed in an interest bearing account until utilized, with interest to accrue to the Optionee's credit. The Operator shall provide statements which shall include a reconciliation of invoices and actual Expenditures incurred from the calendar quarter for which advance cash calls were made. Terms shall be 30 days net.

18. In carrying out its duties, the Operator will:

- (a) comply with the provisions of all agreements or instruments of title under which the Property is held;
- (b) pay all Expenditures properly incurred promptly as and when due subject to the Optionee funding such Expenditures in accordance with Section 17 hereof;
- (c) subject to the Optionee providing funds, keep the Property free of all liens and encumbrances (other than those, if any, in effect on the Effective Date or the creation of which is permitted by this Agreement) arising out of the carrying out of Mining

Operations on the Property and, in the event of any lien being filed as mentioned, proceed with diligence to contest or discharge it;

(d) prosecute claims or, where a defence is available, defend litigation arising out of the carrying out of Mining Operations on the Property, provided that any party may join in the prosecution or defence at its own expense;

(e) perform assessment work or, subject to the Optionee providing funds, make payment in lieu thereof and pay the rentals, taxes, or other payments and do all other things necessary to maintain the Property in good standing, including without limitation staking and restaking mineral claims and applying for licenses, leases, grants, concessions, permits, patents, and other rights to and interests in the Property;

(f) maintain accounts in accordance with generally accepted accounting principles in the mining industry in Canada;

(g) perform its duties and obligations in a sound and workmanlike manner, in accordance with sound mining and engineering practices, and in compliance with all applicable federal, provincial, state, territorial, and municipal laws, by-laws, ordinances, rules and regulations, and this Agreement;

(h) regulate access to the Property, subject only to the right of designates of the Optionee authorized in writing to have access to the Property at all reasonable times at their own risk and expense for the purpose of inspecting Mining Operations being done on the Property;

(i) employ and engage employees, agents, and independent contractors that it considers necessary or advisable to carry out its duties and obligations and, in this connection, to delegate any of its powers and rights to perform its duties and obligations under this Agreement; however the Operator will not enter into contractual relationships with a party to this Agreement or any of its associates or affiliates except on terms that are commercially competitive;

(j) permit the Optionee and its designates, at their own expense, to inspect, take abstracts from, or audit any or all of the records and accounts related to the Property and any Mining Operations done thereon during normal business hours;

(k) obtain and maintain, or cause any contractor engaged under this Agreement to obtain and maintain, adequate insurance (as determined by the Operator in its sole discretion, acting reasonably) during any period in which Mining Operations are carried out under this Agreement;

(l) arrange for and maintain workers' compensation or equivalent coverage for all eligible employees engaged by the Operator in accordance with local statutory requirements; and

(m) transact, undertake, and perform all transactions, contracts, employments, purchases, operations, negotiations with third parties, and any other matters undertaken on behalf of the parties in the Operator's name.

19. During the currency of this Agreement, the Optionor will:

(a) not do any act or thing which would or might in any way adversely affect the rights of the Optionee hereunder to earn up to an undivided 80% interest in the Property;

(b) not relinquish or abandon all or any part of its interest in the Property other than in circumstances where it gives the Optionee the first right to acquire same;

(c) not mortgage, pledge or encumber the Property after the Effective Date without the Optionee's prior written consent, which may not be unreasonably withheld;

(d) promptly make available to the Optionee and its representatives, during normal business hours, all reports, records, data, maps, information, accounts and files in the possession of the Optionor relating to the Property, and permit the Optionee and its representatives at its own expense to take abstracts therefrom and make copies thereof;

(e) indemnify and save the Optionee harmless from any and all claims, proceedings, suits, actions made or brought against it as a result of Mining Operations done by the Optionor on or with respect to the Property prior to the entering into of this Agreement; and

(f) cause its Mexican subsidiary, Minera Evrim S.A. de C.V. to comply with the terms of this Agreement.

Assignment

20. During the term of this Agreement, either party may sell, transfer, assign, or otherwise dispose of its interest in this Agreement or its right or interest in the Property provided that in the case of the Optionee it has first obtained the consent in writing of the Optionor, such consent not to be unreasonably withheld. It will be a condition of any assignment under this Agreement that such purchaser or assignee shall agree in writing to be bound by the terms of this Agreement, to perform all the obligations of the selling party to be performed under this Agreement, and to subject any further sale, transfer or other disposition of such interest in the Property and this Agreement or any portion thereof to the restrictions contained in this Section 20.

21. The provisions of Section 20 of this Agreement will not prevent either party from entering into an amalgamation or corporate reorganization which will have the effect in law of the amalgamated or surviving company possessing all the property, rights and interests and being subject to all the debts, liabilities and obligations of each amalgamating or predecessor company.

22. Notwithstanding Section 20, each party may freely assign its rights under this Agreement to an Affiliate, provided that where the assignee ceases to be an Affiliate, the rights under this Agreement will automatically be transferred back to the party. Where a party assigns

its rights under this Agreement to an Affiliate, it shall notify the other party of such assignment within ten (10 days) of the assignment.

Termination

23. This Agreement shall forthwith terminate in circumstances where:

- (a) the Optionee fails to make the payments or fund the Expenditures required in Section 4 of this Agreement as provided for in this Agreement, provided that, in circumstances where the Optionee is prevented from carrying out the Expenditures contemplated by Section 4 of this Agreement due to Force Majeure, then the Optionee shall forthwith give the Optionor written notice of the commencement and termination of the said Force Majeure and thereafter such dates shall be deemed to have been extended by the period of time during which the Force Majeure remains in effect;
- (b) the Optionee gives thirty (30) days' notice of termination to the Optionor which it shall be at liberty to do at any time after the execution of this Agreement.
- (c) the parties mutually agree in writing.

Representations, Warranties and Covenants of the Optionor

24. The Optionor represents, warrants and covenants to and with the Optionee as follows:

- (a) the Optionor is a company duly organized validly existing and in good standing under the laws of the Province of British Columbia;
- (b) the Optionor has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement;
- (c) neither the execution and delivery of this Agreement, nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transactions hereby contemplated conflict with, result in the breach of or accelerate the performance required by, any agreement to which he is a party;
- (d) the Property has been duly and validly staked and recorded, is accurately described in Schedule "A", is in good standing under the laws of the jurisdiction in which it is located and is free and clear of all liens, charges and encumbrances other than those of which the Optionee has been advised in writing including, but not limited to, the Vendor's Obligations;
- (e) the Optionor has made all taxes, assessment, rentals, levies, or other payments relating to the Property required to be made to any federal, provincial, or municipal government instrumentality;

- (f) during the period that the Optionor has been the beneficial owner of the Property, the Property has been operated substantially in accordance with all applicable and Environmental Laws and, to the knowledge of the Optionor there are no environmental conditions existing in the Property to which any material remedial action is required or any material liability has or may be imposed under applicable Environmental Laws;
- (g) the Optionor has not received from any government instrumentality any notice of or communication relating to any actual or alleged Environmental Claims, and there are no outstanding work orders or actions required to be taken relating to environmental matters respecting the Property or any operations carried out on the Property;
- (h) the Optionor's wholly-owned subsidiary Minera Evrim S.A. de C.V. is the sole recorded and beneficial owner of the Property and has the exclusive right to enter into this Agreement and all necessary authority to transfer up to an undivided 100% interest in the Property, subject only to the Vendor's Obligations;
- (i) no person, firm or corporation has any proprietary or possessory interest in the Property other than the Optionor, and, with the exception of the Vendor's Obligations, no person, firm or corporation is entitled to any royalty or other payment in the nature of rent or royalty on any Mineral Products removed from the Property;
- (j) there are no actions, suits, investigations or proceedings before any court, arbitrator, administrative agency or other tribunal or governmental authority, whether current, pending or threatened, which directly or indirectly relate to or affect the Property or the interests of the Optionor therein nor is the Optionor aware of any acts that would lead it to suspect that the same might be initiated or threatened; and
- (k) there are no outstanding agreements or options to purchase or otherwise acquire the Property or any portion thereof or any interest therein; and
- (l) upon request by the Optionee, and at the sole cost of the Optionee, the Optionor shall deliver or cause to be delivered to the Optionee copies of all available maps and other documents and make available to Optionee all information and data in its possession or control respecting the Property.

Representations, Warranties and Covenants of the Optionee

25. The Optionee represents, warrants and covenants to and with the Optionor that:

- (a) the Optionee is a company duly organized validly existing and in good standing under the laws of British Columbia;
- (b) the Optionee has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement;
- (c) neither the execution and delivery of this Agreement, nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transactions

hereby contemplated conflict with, result in the breach of or accelerate the performance required by, any agreement to which it is a party;

(d) the execution and delivery of this Agreement and the agreements contemplated hereby will not violate or result in the breach of the laws of any jurisdiction applicable or pertaining thereto or of its constating documents;

(e) this Agreement constitutes a legal, valid and binding obligation of the Optionee; and

(f) the Optionee shall use its reasonable best efforts to limit the resale restrictions to which the common shares of the Optionee issuable to the Optionor pursuant to paragraph 4 hereof would be subject to the minimum restrictions provided for under applicable securities laws or required by the Exchange.

Indemnity and Survival of Representations

26. The representations and warranties hereinbefore set out are conditions on which the parties have relied in entering into this Agreement and shall survive the acquisition of any interest in the Property by the Optionee and each of the parties will indemnify and save the other harmless from all loss, damage, costs, actions and suits arising out of or in connection with any breach of any representation, warranty, covenant, agreement or condition made by them and contained in this Agreement.

27. The Optionor agrees to indemnify and save harmless the Optionee from any liability to which it may be subject arising from any Mining Operations carried out by the Optionor or at its direction on the Property.

Confidentiality

28. The parties hereto agree to hold in confidence all information obtained in confidence in respect of the Property or otherwise in connection with this Agreement other than in circumstances where a party has an obligation to disclose such information in accordance with applicable securities legislation, in which case such disclosure shall only be made after consultation with the other party. Each party shall use commercially reasonable efforts to provide the other party with any news release or public announcement concerning the Property or this Agreement not less than two days prior to public announcement or dissemination and will incorporate any reasonable changes to such news release or public announcement made by the other party.

Notice

29. All notices, consents, demands and requests (in this Section 29 called the "Communication") required or permitted to be given under this Agreement shall be in writing and may be delivered personally or may be sent by facsimile or may be forwarded by first class prepaid registered mail to the parties as follows:

(a) to the Optionee:

Harvest Gold Corp.
Suite 804 – 750 West Pender Street
Vancouver, British Columbia V6C 2I7

Email: info@harvestgold.com
Attention: Rick Mark

(b) to the Optionee:

Evrin Resources Corp.
910 – 850 W. Hastings Street
Vancouver, British Columbia V6C 1E1

Email: info@evrimresources.com
Attention: Paddy Nicol

Any Communication delivered personally or sent by facsimile shall be deemed to have been given and received on the second Business Day next following the date of sending. Any Communication mailed as aforesaid shall be deemed to have been given and received on the fifth Business Day following the date it is posted, addressed to the parties at their addresses first above written or to such other address or addresses as either party may from time to time specify by notice to the other; provided, however, that if there shall be a mail strike, slowdown or other labour dispute which might affect delivery of the Communication by mail, then the Communication shall be effective only if actually delivered.

Further Assurances

30. Each of the parties to this Agreement shall from time to time and at all times do all such further acts and execute and deliver all further deeds and documents as shall be reasonably required in order fully to perform and carry out the terms of this Agreement.

Entire Agreement

31. The parties hereto acknowledge that they have expressed herein the entire understanding and obligation of this Agreement and it is expressly understood and agreed that no implied covenant, condition, term or reservation, shall be read into this Agreement relating to or concerning any matter or operation provided for herein.

Proper Law and Arbitration

32. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom, shall be referred to and finally resolved by a sole arbitrator by arbitration under the rules of *The Commercial Arbitration Act* of British Columbia and, in that regard, the provisions of section 5 of Schedule “C” hereto shall apply to such arbitration.

Enurement

33. This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

Default

34. Notwithstanding anything in this Agreement to the contrary if any party (a "Defaulting Party") is in default of any requirement (other than as set forth in Section 4) herein set forth, the party affected by such default shall give written notice to the Defaulting Party specifying the default and the Defaulting Party shall not lose any rights under this Agreement, unless thirty (30) days after the giving of notice of default by the affected party, the Defaulting Party has failed to take reasonable steps to cure the default by the appropriate performance, and if the Defaulting Party fails within such period to take reasonable steps to cure any such default, the affected party shall be entitled to seek any remedy it may have on account of such default including, without limiting, termination of this Agreement.

Technical Data

35. In circumstances where this Agreement is terminated prior to the 70% Earn-In Date, the Optionee shall deliver over to the Optionor all technical data and other documents and information then in its possession respecting the Property.

Payment

36. All references to monies hereunder shall be in Canadian funds unless otherwise stated.

Option Only

37. This is an option only and nothing herein contained shall be construed as obliging the Optionee to do any acts or make any payments hereunder, and any act or acts or payment or payments as shall be made hereunder shall not be construed as obliging the Optionee to do any further act or make any further payment or payments.

Supersedes Previous Agreements

38. This Agreement supersedes and replaces all previous oral or written agreements, memoranda, correspondence or other communications between the parties hereto relating to the subject matter hereof.

Exchange Acceptance

39. The obligations of the Optionee under this Agreement are subject to the acceptance for filing of this Agreement by the Exchange. The Optionor agrees to use commercially reasonable efforts to assist the Optionee in obtaining Exchange acceptance of this Agreement, including signing and delivering or providing all such documents and information as may reasonably be required by the Exchange.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the 7th day of June, 2017, to take effect as of the date first above written.

EVRIM RESOURCES CORP.

Per: _____
Authorized Signatory

HARVEST GOLD CORP.

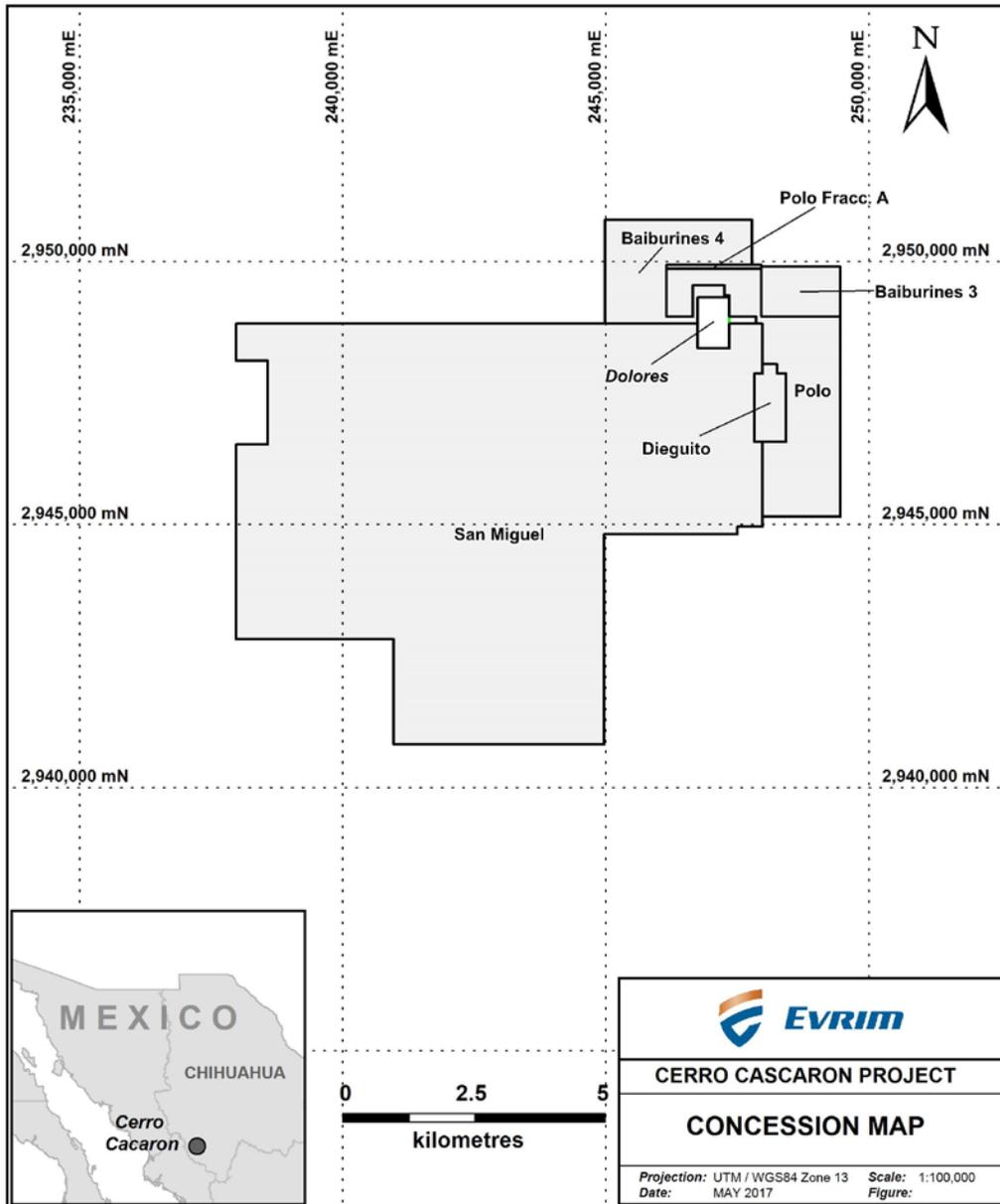
Per: _____
Authorized Signatory

SCHEDULE "A"

Description of the Property

CERRO CASCARON PROJECT
EVRIM CLAIMS
CHIHUAHUA STATE, MEXICO

Projection: UTM / Datum: WGS84 Zone13



CLAIM NAME	TITLE	FILE #	AREA (hectares)	DATE FILED	ISSUED DATE	EXPIRY DATE
Baiburines 3	Pending	E- 016/47582	135.4506	2016-01-07		
Baiburines 4	Pending	E- 016/47622	389.0	2016-04-15		
Dieguito	Pending	E- 016/47649	74.0	2016-10-03		
Polo	T-244491	E-16/47270	625.565		Oct. 6, 2015	Oct. 5, 2065
Polo Fraccion A	T-244492	E-16/47270	13.9046		Oct. 6, 2015	Oct. 5, 2065
San Miguel	T-243086	E-16/47074	5977.347		Jul. 10, 2014	Jul. 9, 2064

CLAIM NAME	TITLE	FILE #	AREA (hectares)	ISSUED DATE	EXPIRY DATE
Dolores	T-186547		59.54	Cancelled	

SCHEDULE "B"

to that Option Agreement between Evrim Resources Corp. and Harvest Gold Corp. made effective June 7, 2017 (the "Option Agreement")

Material Terms of the Joint Venture Agreement

1. All costs will be funded by each party in proportion to its percentage undivided Property interest ("Interest") from time to time.
2. All operations on and in connection with the Property shall be managed by a committee (the "Management Committee") comprising two representatives of each party. All decisions of the Management Committee shall be made by simple majority of the votes cast. The representative of a party in the Management Committee shall have such number of votes as equals such party's Interest at the time of the vote. If there is a tied vote, the representative of the Operator shall have the additional casting vote.
3. All operations on and in connection with the Property shall be carried out exclusively by the "Operator". The party with the highest Interest shall be the Operator. The Operator shall have the right to retain such subcontractors as it sees fit. The Operator will be entitled to charge a management fee equal to 10% of Expenditures incurred, other than Expenditures relating to invoiced costs for drilling and airborne surveys for which the management fee shall be 5% of such Expenditures. The Operator will also be entitled to incur a cost overrun of 10% of a Management Committee approved budget without the consent of the Management Committee.
4. The Operator shall be entitled to include in each budget, in addition to the amounts to be actually expended, the reasonably estimated cost of satisfying continuing obligations relating to environmental protection, rehabilitation, reclamation and de-commissioning.
5. At the commencement of the joint venture, the parties' respective Interests and deemed Expenditures shall be as follows:

(a) After the 70% Earn-In Date:

Party	Interest	Deemed Exploration Expenditures
Optionee	70%	\$6,000,000
Optionor	30%	\$2,571,429

(b) After the 80% Earn-In Date:

Party	Interest	Deemed Exploration Expenditures
Optionee	80%	\$◆

Optionor	20%	\$◆
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6. During the exploration stage a party shall elect whether to contribute to each annual work program and budget. If a party elects not to contribute to a budget, its Interest shall be reduced, such that a party's Interest at any time shall be calculated by dividing the subject party's deemed and actual exploration expenditures by the deemed and actual exploration expenditures of all of the parties, and multiplying the resulting fraction by 100.

7. If at any time a party's Interest is reduced below 10%, it shall be deemed to have conveyed its Interest to the other party in consideration of the right to receive a royalty of 2% of net smelter returns having the terms and conditions set forth in Schedule "C" hereto and it shall cease to hold any direct interest in the Property.

8. If a party elects to contribute to a work plan and budget, and then fails to contribute its elected share, its Interest shall be reduced at twice the rate as would otherwise be determined in accordance with section 6 above.

9. The joint venture agreement shall include a provision whereby the parties establish an area of interest comprised of all ground within the exterior boundary of the Property pursuant to which any mineral interests acquired by a joint venture party within such area of interest will be contributed to the joint venture at cost.

SCHEDULE “C”

NET SMELTER ROYALTY

TERMS AND CONDITIONS

1. The Net Smelter Royalty shall be equal to 2% Net Smelter Returns (as hereinafter defined) from any mine in production or put into production as a result of commencing commercial production on the Property.
2. “Net Smelter Returns” means the actual or deemed gross proceeds received by holder(s) of title to the Property (the “Owners”) from any mint, smelter, refinery or other purchaser from the sale of ores, minerals, mineral substances, metals (including bullion) or concentrates (collectively “**Product**”) produced from the Property and sold or proceeds received from an insurer in respect of Product, after deducting from such proceeds the following charges to the extent that they were not deducted by the purchaser in computing payments:
 - (a) smelting and refining charges;
 - (b) penalties, smelter assay costs and umpire assay costs;
 - (c) cost of freight and handling of ores, metals or concentrates from the Property to any mint, smelter, refinery, or other purchaser;
 - (d) marketing costs;
 - (e) costs of insurance in respect of Product;
 - (f) customs duties, severance tax, royalties, ad valorem or mineral taxes or the like and export and import taxes or tariffs payable in respect of the Product.
3. For purposes of determining the gross proceeds of Product received by the Owners, gross proceeds for refined gold, silver, copper, nickel or platinum group metals will be based on monthly average prices for the respective periods as published by the London Metals Exchange (or such other market as will be set out in the standalone royalty agreement contemplated in section 11). All other gross proceeds of Product, including with respect to raw ore, dore or concentrates, will be determined based on the actual proceeds received by the Owner, or, where the Owner sells Product to a party with whom it does not deal at arm’s length, the fair market value of such Product.
4. The Net Smelter Royalty will be:
 - (a) calculated and paid on a quarterly basis within 45 days after the end of each quarter of the fiscal year for the mine (an “Operating Year”), based on the Net Smelter Returns for such quarter;
 - (b) each payment of Net Smelter Royalty will be accompanied by an unaudited statement (a “Quarterly Statement”) indicating the calculation of the Royalty hereunder

in reasonable detail showing all credits and deductions added to or deducted from the amount due to the holder of the Net Smelter Royalty (the "Holder");

(c) in addition to the Quarterly Statements, the Holder will receive, within three months of the end of each Operating Year, an annual summary unaudited statement (an "Annual Statement") showing in reasonable detail the calculation of the Royalty for the last completed Operating Year and showing all credits and deductions added to or deducted from the amount due to the Holder;

(c) the Holder will have 45 days from the time of receipt of the Annual Statement to question the accuracy thereof in writing and, failing such objection, the Annual Statement will be deemed to be correct and unimpeachable thereafter;

(d) if the Annual Statement is questioned by the Holder, and if such questions cannot be resolved between the Owners and the Holder, the Holder will have 12 months from the time of receipt of the Annual Statement to have such audited, which will initially be at the expense of the Holder;

(e) the audited Annual Statement will be final and determinative of the calculation of the Royalty for the audited period and will be binding on the parties and any overpayment of Royalty will be deducted by the Owners from the next payment of Royalty and any underpayment of Royalty will be paid forthwith by the Owners;

(f) the costs of the audit will be borne by the Holder if the Annual Statement was accurate within 1% or overstated the Royalty payable by greater than 1% and will be borne by the Owners if such statement understated the Royalty payable by greater than 1%. If the Owners are obligated to pay for the audit it will forthwith reimburse the Holder for any of the audit costs which it had paid; and

(g) the Holder will be entitled to examine, on reasonable notice and during normal business hours, such books and records as are reasonably necessary to verify the payment of the Royalty to it from time to time, provided however that such examination shall not unreasonably interfere with or hinder the Owner's operations or procedures.

5. The determination of the Royalty hereunder is based on the premise that production will be developed solely from the Property. If the Property and one or more other properties are incorporated in a single mining project and metals, ores or concentrates pertaining to each are not readily segregated on a practical or equitable basis, the allocation of actual proceeds received and deductions therefrom will be negotiated between the parties and, if the parties fail to agree on such allocation, such will be referred to arbitration. In such arbitration the arbitrator will make reference to this Agreement and to practices used in mining operations that are of a similar nature. The arbitrator will be entitled to retain such independent mining consultants as he considers necessary. The decision of the arbitrator will be final and binding on the parties.

6. Any matters in this Agreement which are to be settled by arbitration will be subject to the following:

- (a) any matter required or permitted to be referred to arbitration pursuant to this Agreement will be determined by a single arbitrator to be appointed by the parties hereto;
- (b) any party may refer any such matter to arbitration by written notice to the other and, within 10 days after receipt of such notice, the parties will agree on the appointment of an arbitrator. No person will be appointed as an arbitrator hereunder unless such person agrees in writing to act;
- (c) if the parties cannot agree on a single arbitrator as provided in subparagraph (b), either party may submit the matter to arbitration (before a single arbitrator) in accordance with the *Commercial Arbitration Act* of the Province of British Columbia (the "Act"); and
- (d) except as specifically provided in this paragraph, an arbitration hereunder will be conducted in accordance with the Act. The arbitrator will fix a time and place in Vancouver, British Columbia for the purpose of hearing the evidence and representations of the parties and he will preside over the arbitration and determine all questions of procedure not provided for under such Act or this paragraph. After hearing any evidence and representations that the parties may submit, the arbitrator will make an award and reduce the same to writing and deliver one copy thereof to each of the parties. The decision of the arbitrator will be made within 45 days after his appointment, subject to any reasonable delay due to unforeseen circumstances. The expense of the arbitration will be paid as specified in the award. The parties agree that the award of the single arbitrator will be final and binding upon each of them and will not be subject to appeal.

7. The Royalty will constitute an interest in the Property and will run with the Property.

8. The Owners may assign, transfer or otherwise convey this Agreement or all or any of its rights or obligations hereunder in connection with any assignment or conveyance of the Property or any interest in it in any manner whatsoever without the prior written consent of the Holder; provided, however, that the Owners shall comply with the following:

- (a) it shall be a condition of such assignment, transfer or conveyance that the transferee first execute and deliver to the other parties an instrument pursuant to which the transferee agrees to be bound by the terms hereof and by all of the liabilities and obligations of the transferor hereunder in the same manner and to the same extent as though the transferee was an original party hereto in the first instance, without in any way derogating from clause (b) below; and
- (b) any such assignment, transfer or conveyance shall not relieve or discharge the Owners from any of their liabilities or obligations hereunder existing on the date of such assignment, transfer or conveyance, and the Holder may continue to look to the Owners for the performance thereof.

9. The Owners may, if such Owner is the operator of the Property, but will not be under any duty to, engage in price protection (hedging) or speculative transactions such as futures contracts and commodity options in its sole discretion covering all or part of production

from the Property and, except in the case where Products are actually delivered and a sale is actually consumed under such price protection or speculative transactions, none of the revenues, costs, profits or losses from such transaction will be taken into account in calculating Net Smelter Returns or any interest therein; provided however, that if such Owner deliver Product under a price protection or speculative program where the proceeds derived therefrom are less than those that would have been received had the Product been sold at the spot price in effect at the time of sale, the Royalty payable to the Holder will be based on such spot price.

10. The operator of the Property, whether or not it is one or more of the Owners, will be entitled to:

- (a) make all operational decisions with respect to the methods and extent of mining and processing of ore, concentrate, doré, metal and products produced from the Property;
- (b) make all decisions relating to sales of such concentrate, doré, metal and products produced; and
- (c) make all decisions concerning temporary or long-term cessation of operations.

11. The Royalty will be evidenced by a standalone agreement that will be entered into at the time the Royalty is established pursuant to the Joint Venture Agreement, with such terms as are set out in this Schedule "C" and as may be agreed by the Owner and the Holder.

12. All capitalized terms not otherwise defined herein shall have the meaning given to them in the Property Option Agreement to which these Terms and Conditions form Schedule "C".

SCHEDULE "D"
VENDOR'S OBLIGATIONS

(see next page)

CONTRATO DE EXPLORACIÓN MINERA CON OPCIÓN DE COMPRA QUE CELEBRAN, POR UNA PARTE, EL SEÑOR FILEMÓN PORTILLO CHÁVEZ CON EL CONSENTIMIENTO DE SU CONYUGE LA SEÑORA FLORENTINA GILL SANDOVAL (EN LO SUCESIVO Y DE MANERA CONJUNTA EL "CONCESIONARIO"); Y POR OTRA PARTE MINERA EVRIM, S.A. DE C.V. (EN LO SUCESIVO "EVRIM") REPRESENTADA EN ESTE ACTO POR SU APODERADO GENERAL, LICENCIADO JOEL ANTONIO GONZALEZ LABRADO, DE CONFORMIDAD CON LAS SIGUIENTES DECLARACIONES Y CLAUSULAS:

DECLARACIONES

I. Declara EL CONCESIONARIO, por su propio derecho, que:

- a) Ser de nacionalidad mexicana, casado con la señora Florentina Gill Sandoval, bajo el régimen de sociedad conyugal, quien comparece a la firma del presente contrato para otorgar su consentimiento, con plena capacidad legal y económica para ser titular de concesiones mineras y para celebrar contratos relacionados con las mismas; con domicilio en calle José Ma. Coss Ote. 1, colonia Melchor Ocampo, C.P. 61503, Zitácuaro, Michoacán.
- b) Ser el único y legítimo titular, de los derechos derivados de las concesiones mineras (en lo sucesivo las "Concesiones"), que amparan los lotes mineros que a continuación se describen, ubicados en el municipio de Morelos, Estado de Chihuahua y cuyos datos de identificación son los siguientes:

Nombre del Lote	Título No.	Superficie (Hectáreas)
Polo	244491	625.5650
Polo Fracc. A	244492	13.9046
San Miguel	243086	5,977.3470

- c) Las Concesiones no se encuentran al corriente en cuanto al cumplimiento de sus obligaciones que establecen tanto la Ley Minera y su Reglamento, específicamente en cuanto al pago de derechos sobre minería a que se refieren los artículos 262, 263 y 264 de la Ley Federal de Derechos.
- d) Actualmente no cuentan con licencias, autorizaciones ambientales, permisos de operación, explosivos y/o concesiones de agua vigentes.
- e) Las Concesiones están libres de cualquier gravamen, afectación o limitación de dominio alguno, no son objeto de contrato de opción, de exploración, de explotación o de cualquier otra naturaleza con terceros, y hasta donde es su conocimiento, no existe juicio o controversia contra persona o autoridad alguna, ni existe circunstancia alguna que pudiera impedir u obstruir el libre ejercicio de los derechos derivados de las mismas, con excepción de los siguientes:
- (i) Contrato de Promesa para Celebrar Contrato de Exploración Minera con Opción de Compra, celebrado entre el señor Lamberto Flores Salazar y Filemón Portillo Chávez y Evrim, respecto del lote denominado San Miguel, Título número 243086, de fecha 16 de diciembre de 2015;
 - (ii) Contrato de Exploración Minera con Opción de Compra, celebrado entre el señor Lamberto Flores Salazar, y Filemón Portillo Chávez y Evrim, respecto de los lotes denominados Polo, Título 244491, y Polo Fracc. A, Título 244492, de fecha 16 de diciembre de 2015, aclarando las partes que por un error se señaló como número de título correspondiente al lote denominado Polo el 244991, siendo el

Florentina Gill S

[Signature]

[Signature]

correcto Título 244491, para los efectos legales a que haya lugar.

- f) Tienen interés en celebrar este contrato con Evrim, con la finalidad de concederle el derecho exclusivo a la exploración que corresponde a las Concesiones y una opción exclusiva para adquirir el 100% (cien por ciento) de sus derechos, con sujeción a los términos y condiciones que se precisan en este instrumento.

II. Declara Evrim, por conducto de su representante, que:

- a) Es una sociedad minera debidamente constituida conforme a las leyes de los Estados Unidos Mexicanos, bajo la denominación de Minera Geoinformática, S.A. de C.V., según consta en la póliza número 2,314, otorgada ante la fe del licenciado Salomón Griego García, Corredor Público número 1, con residencia en Hermosillo, Sonora, e inscrita en el Sistema de Gestión Registral de la sección Comercio, del Registro Público de la Propiedad y de Comercio de Hermosillo, Sonora, bajo el número de folio 33515-7 de fecha 13 de julio de 2004, e inscrita bajo el número 166 a fojas 83 vuelta, del Volumen XXXVIII del Libro de Sociedades Mineras del Registro Público de Minería.
- b) Mediante escritura pública número 582 de fecha 23 de octubre de 2013, otorgada ante la fe del licenciado Jesús Francisco Arturo Lizárraga Murguía, Notario Público número 35 de Hermosillo, Sonora, e inscrita en el Registro Público de la Propiedad y del Comercio en Hermosillo, Sonora, bajo el folio mercantil electrónico 33515*7 de fecha 5 de noviembre de 2013 cambió su denominación a Minera Evrim, S.A. de C.V.
- c) Su representante, según consta en instrumento público de fecha 21 de junio de 2016, otorgada la fe del licenciado Norberto Burciaga Cazares, Notario Público número 7 de Chihuahua, Chihuahua, cuenta con facultades suficientes para obligarla en los términos del presente contrato, cuyas facultades no le han sido revocadas, modificadas o restringidas en forma alguna.
- d) En virtud del presente contrato es de su pleno conocimiento el estado y las características que actualmente guardan las Concesiones.
- e) Tiene interés en realizar la exploración de las Concesiones y hacer estudios técnicos sobre los mismos, con objeto de determinar la posibilidad de explotarlos económicamente y, en caso de que los trabajos de exploración arrojen resultados positivos, adquirir del Concesionario el 100% (cien por ciento) de los derechos de las mismas, en los términos del presente contrato.

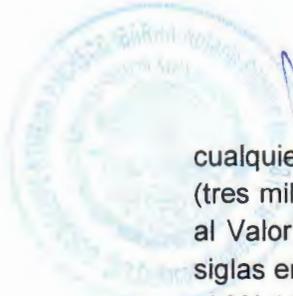
Con base en las declaraciones anteriores, el **Concesionario** y **Evrin** (las "Partes") convienen en otorgar este contrato conforme a las siguientes:

CLÁUSULAS

PRIMERA. Opción. El Concesionario por medio del presente contrato concede a Evrim una opción de compra exclusiva (en lo sucesivo la "Opción") para adquirir el 100% (cien por ciento) de los derechos derivados de las Concesiones, en los términos y bajo las condiciones que más adelante se señalan.

SEGUNDA. Términos de la Opción. Para efectos de la Opción, las partes expresamente convienen lo siguiente:

- a) Evrim podrá ejercer la Opción en un plazo de hasta **53 (cincuenta y tres)** meses (en lo sucesivo el "Plazo de la Opción") contados a partir del 20 de julio de 2016. En caso de que Evrim y el Concesionario firmen y ratifiquen sus firmas ante notario público en fechas diversas, se tomará como fecha de inicio de vigencia de este contrato la fecha de la última ratificación de firmas ante fedatario público;
- b) Con sujeción a lo estipulado en la Cláusula Sexta de este contrato, el precio por la Opción de las Concesiones (en lo sucesivo "Precio de Compra"), así como de



cualquier solicitud en trámite derivada de éstas, es la cantidad de \$3,500,000.00 (tres millones quinientos mil pesos 00/100 M.N.), más el correspondiente Impuesto al Valor Agregado y adicionalmente, el otorgamiento de una regalía NSR por sus siglas en inglés "Net Smelter Return" (en lo sucesivo, la "Regalía NSR") equivalente al 2% (dos por ciento), en los términos de la Cláusula Octava del presente contrato;

- c) En caso de que durante el Plazo de la Opción Evrim decida ejercitar la Opción, anticipadamente, el Precio de Compra deberá estar pagado en su totalidad por Evrim a el Concesionario al momento de firma y ratificación ante fedatario público del contrato definitivo de cesión de derechos (el "Contrato Definitivo") del 100% (cien por ciento) de los Derechos derivados de las Concesiones, así como de cualquier solicitud derivada de éstas;
- d) Evrim notificará al Concesionario su decisión de ejercer la Opción, con por lo menos 30 (treinta) días naturales de anticipación a la fecha en la cual las partes deban celebrar y firmar un Contrato Definitivo de cesión de derechos (el "Contrato Definitivo") del 100% (cien por ciento) de los derechos derivados de las Concesiones, así como de cualquier solicitud derivada de éstas; y
- e) El Concesionario deberá ceder el 100% (cien por ciento) de los derechos de las Concesiones, así como cualquier solicitud relativa a éstas, libres de todo gravamen y sin limitación alguna, y celebrar un Contrato Definitivo para transmitir el 100% (cien por ciento) de los derechos derivados de las Concesiones a Evrim.

TERCERA. Derecho a la Exploración. A partir de la Fecha de Firma de este instrumento ante fedatario público y durante la vigencia de este contrato, el Concesionario concede a Evrim y ésta adquiere a su vez, el derecho exclusivo de explorar las Concesiones, conforme a los términos y condiciones aquí establecidas.

CUARTA. Trabajos de Exploración. El Concesionario otorga a Evrim el derecho exclusivo e irrevocable para realizar la exploración de las Concesiones durante el Plazo de la Opción, mismo derecho que comprende, en forma enunciativa mas no limitativa, los reconocimientos geológicos, geofísicos, barrenos, desarrollos y perforaciones de cualquier clase, túneles, tiros y socavones que Evrim considere convenientes efectuar para localizar y cuantificar las reservas de mineral que pudieren existir en las Concesiones. Evrim tendrá, así mismo, el derecho de tomar muestras de mineral de las Concesiones y de retirar de las mismas mineral en bruto y núcleos de perforaciones para realizar pruebas metalúrgicas y otra clase de estudios. Queda convenido que Evrim podrá asociarse con o emplear a terceros para que colaboren en la ejecución de las actividades de exploración materia de esta Cláusula.

Evrin llevará a cabo los trabajos de exploración en las Concesiones a su total discreción durante la vigencia de este contrato, no obstante lo anterior, Evrim se obliga a realizar en las mismas, por lo menos, los mínimos de inversión de conformidad con la Cláusula Quinta siguiente.

Las partes expresamente convienen que el ejercicio de la Opción está vinculado a los resultados de la exploración que realice Evrim en las Concesiones; por lo tanto, este contrato será estrictamente opcional para Evrim, la cual podrá darlo por terminado en forma anticipada, en cualquier momento, en los términos que se indican más adelante.

QUINTA. Comprobación de Trabajos. Durante el Plazo de la Opción los trabajos e inversiones en exploración que Evrim ejecute en los términos de la Cláusula Cuarta anterior, deberán ser suficientes para acreditar los montos mínimos de inversión a que se refiere el artículo 59 del Reglamento de la Ley Minera, y sus respectivas actualizaciones publicadas en el Diario Oficial de la Federación, así mismo Evrim elaborará y presentará ante la Dirección General de Regulación Minera, en el mes de mayo de cada año, los informes para ejecutar las obras y trabajos de exploración.

Si por alguna razón no fuere legalmente posible que Evrim realizara los informes para comprobar la ejecución de las obras y trabajos de exploración, ésta le proporcionará al Concesionario toda la información, reportes y elementos suficientes y necesarios para que

Elizaveta y M.S.

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sean presentados conforme a la Ley Minera y su Reglamento.

Así mismo, a partir de la firma del presente contrato el Concesionario se obliga a entregar a Evrim toda la relación de gastos, e inversiones realizadas en las Concesiones, así como copia de los informes para comprobar la ejecución de las obras y trabajos de exploración y/o explotación. En caso de que el Concesionario no haya presentado dichos informes en tiempo y forma conforme a las disposiciones de la Ley Minera y su Reglamento, Evrim elaborará los informes respecto de aquellos años que no hayan sido presentados por el Concesionario y éstos se comprometen a firmarlos para posteriormente ser presentados en la Dirección General de Regulación Minera, todo ello con la finalidad de poner las concesiones en buen estado y sin riesgo de emisión de requerimientos, oficios o sanciones por parte de la autoridad.

SEXTA. Pagos por la Opción. Durante el Plazo de la Opción y mientras ésta se encuentre vigente, Evrim se obliga a realizar los siguientes pagos al Concesionario, los cuales deberán de efectuarse en pesos mexicanos, más el correspondiente Impuesto al Valor Agregado ("IVA") conforme al siguiente calendario de pagos, según las instrucciones recibidas por el Concesionario.

- a. Previo a la firma y ratificación del presente contrato, la Evrim ha pagado a favor del Concesionario, la cantidad de \$100,000.00 (cien mil pesos 00/100 m.n.), haciendo constar el Concesionario que recibió a plena satisfacción dicha cantidad, otorgando en este acto el recibo más amplio y eficaz a que en derecho haya lugar respecto de dicho pago.
- b. El 20 de diciembre 2016, se pagará al Concesionario la cantidad de \$50,000.00 (cincuenta mil pesos 00/100 M.N) más IVA.
- c. El 20 de diciembre 2017 se pagará al Concesionario la cantidad de \$150,000.00 (ciento cincuenta mil pesos 00/100 M.N.) más IVA.
- d. El 20 de diciembre 2018 se pagará al Concesionario la cantidad de \$200,000.00 (doscientos mil pesos 00/100 M.N.) más IVA.
- e. El 20 de diciembre 2019 se pagará al Concesionario la cantidad de \$250,000.00 (doscientos cincuenta mil pesos 00/100 M.N.) más IVA.
- f. El 20 de diciembre de 2020 se pagará al Concesionario la cantidad de \$2,750,000.00 (dos millones setecientos cincuenta mil pesos 00/100 m.n.), mas IVA.

Por instrucciones del Concesionario dichos pagos deberán de hacerse a la cuenta personal del Sr. Filemón Portillo Chávez, en Banco Santander (México); S.A., número de cuenta 60562789632, CLABE interbancaria 014537605627896328 o a la cuenta que previamente le notifique el Concesionario a Evrim, en términos de la Cláusula Vigésima Primera del presente Contrato.

Cada uno de los pagos antes mencionados **son opcionales** para Evrim y cada vez que se efectúen cada uno de dichos pagos, los derechos otorgados a Evrim conforme a este contrato continuarán vigentes hasta la siguiente fecha de pago. Si Evrim no realiza alguno de los pagos en la fecha indicada, el Concesionario indistintamente deberá requerir por escrito a Evrim (el "Requerimiento de Pago") que haga el pago de que se trate, y Evrim tendrá un plazo adicional de 30 (treinta) días naturales contados a partir de la fecha de recepción del Requerimiento de Pago, para hacer el pago requerido por el Concesionario.

SÉPTIMA. Deducción de los Pagos Durante la Opción. Las partes convienen que el Precio de Compra será completado en su totalidad con el importe de los pagos que Evrim haya hecho conforme a la Cláusula Sexta anterior.

OCTAVA. Regalía. Siempre y cuando Evrim ejerza la Opción de Compra para adquirir las Concesiones del Concesionario, las Partes establecen como contraprestación adicional por la cesión de la titularidad y del 100% (cien por ciento) de los derechos derivados de las Concesiones, el pago al Concesionario de una regalía NSR por sus siglas en inglés "Net Smelter Return" (en lo sucesivo, la "Regalía NSR") equivalente al 2% (dos por ciento) de los ingresos obtenidos por la venta de los minerales, menas, concentrados, precipitados, metales y demás materiales producidos en las Concesiones



menos las deducciones permitidas y los gastos razonables y la práctica habitual en la industria minera en México, obligación que comenzará a aplicar desde el momento en que comiencen las ventas de dicho mineral a una fundición, refinería o un tercero comprador de primera mano, para su procesamiento ("Producción Comercial").

Evrin en ningún momento estará obligada a iniciar la extracción de los minerales provenientes de las Concesiones, en tiempo determinado, ni tampoco estará obligada a extraer alguna cantidad determinada de mineral para efectos del pago de la Regalía NSR, es decir, Evrim decidirá libremente el momento de iniciar la explotación, así como la escala de producción de las mismas.

La obligación de pago de la regalía por parte de Evrim a favor del Concesionario, subsistirá aún y cuando en un futuro Evrim decida transmitir a un tercero por cualquier medio la titularidad de los derechos de las Concesiones Mineras y, en su caso, de las solicitudes en trámite, obligándose Evrim a informar fehacientemente a los terceros adquirentes y al Concesionario de tal situación.

8. A. Pago de la Regalía. La Regalía NSR se pagará sobre los productos minerales vendidos, con base en los ingresos reales percibidos en cada trimestre de calendario, dentro de los 30 (treinta) días naturales siguientes al término del trimestre en que hubiere recibido de la fundición, refinería o un tercero comprador de primera mano las correspondientes liquidaciones finales. Cada pago de Regalía NSR irá acompañado de un estado de cuenta que indique el cálculo de la misma.

Evrin pagará al Concesionario la Regalía NSR en las oficinas de la primera que se indican en la cláusula de Avisos del presente contrato. Será por cuenta del Concesionario el pago del Impuesto Sobre la Renta (ISR) que grave los ingresos que perciba conforme a esta cláusula.

El Concesionario expedirá a Evrim una factura por cada pago del importe de la Regalía percibida, mediante documento que reúna los requisitos que establezcan las disposiciones legales en materia fiscal.

El IVA será a cargo del Concesionario, el cual se obligan a trasladarlo a Evrim en cada una de las facturas que expida a ésta, consignándolo en forma expresa y por separado.

8. B. Mezcla/Segregación de minerales. Evrim tendrá derecho a mezclar el mineral proveniente de los Lotes Mineros con mineral de otros lotes mineros, para fines de tratamiento, procesamiento y fundición, siempre y cuando la mezcla se haga únicamente después de que Evrim haya medido y muestreado el mineral de conformidad con prácticas mineras y metalúrgicas aceptables para determinar el porcentaje de humedad y contenido bruto de metales (recuperación de metales) y las muestras hayan sido ensayadas para determinar el porcentaje recuperable de contenido metálico.

Evrin deberá llevar registros que muestren con precisión pesos, porcentaje de humedad y contenido bruto de recuperación de metal del mineral. Los valores metálicos deberán ser distribuidos entre el mineral en cuestión y otros minerales sobre la base de contenido bruto de recuperación de metal.

8. C. Verificación de documentos. Durante el Plazo de Regalía NSR el Concesionario tendrán en todo tiempo y en horas hábiles (cualquier día del año, excepto días inhábiles en términos de la Ley Federal del Trabajo y de las 9.00 a las 18.00 horas, en todo caso sin interrumpir ni interferir las operaciones de Evrim), después de dar un aviso a Evrim con 15 (quince) días naturales de anticipación, el derecho de verificar, por sí o por el tercero que al efecto designe y remunere por su cuenta, el importe de las regalías, su cálculo o liquidación y las deducciones que a ellas se hagan, ensayes, volumen de los minerales extraídos, beneficiados y remitidos a la fundición, refinería o un tercero comprador de primera mano, así como para comprobar que los trabajos mineros hayan sido hechos en los Lotes Mineros de acuerdo a lo dispuesto por las leyes aplicables.

Evrin reembolsará al Concesionario cualesquier gasto en que haya incurrido con motivo de la verificación en caso que se determine una deficiencia del 5% (cinco por ciento) o más en el pago de regalías. Dicho reembolso y el pago de la diferencia de las regalías deberá efectuarse en un plazo máximo de 30 (treinta) días naturales a partir de la fecha en que el Concesionario compruebe la diferencia de que se trate.

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8. D. Derecho Exclusivo Para Adquirir Un Porcentaje la Regalía NSR. Evrim o cualquier filial de ésta o persona física que Evrim decida y notifique previamente al Concesionario, tendrá el derecho único y exclusivo para adquirir en cualquier momento, si así lo decide, hasta el 1% (uno por ciento) de la Regalía NSR en la cantidad total de US\$2'500,000.00 (dos millones quinientos mil dólares 00/100 moneda de curso legal de los Estados Unidos de Norteamérica) más el correspondiente Impuesto al Valor Agregado.

En caso de que Evrim decida comprar el porcentaje de la Regalía NSR en los términos de la presente Cláusula, bastará con que entregue un aviso por escrito a los Concesionarios con 30 (treinta) días naturales de anticipación a la fecha en la cual vaya a realizar el pago relativo a la compra de dicho porcentaje de las Regalías NSR.

A partir de la fecha en que Evrim adquiera el 1% (uno por ciento) de la Regalía NSR, estará únicamente obligada a pagar al Concesionario el 1% (uno por ciento) restante de la Regalía NSR proveniente de los ingresos obtenidos por la venta de los minerales, menas, concentrados, precipitados, metales y demás materiales producidos en las Concesiones menos las deducciones permitidas y los gastos razonables y la práctica habitual en la industria minera en México.

El Concesionario conservará el 1% (uno por ciento) de la Regalía NSR, y podrá, si así lo desea, ofrecerla libremente a un tercero para que la adquiera de éste en los términos y condiciones que acuerden en ese momento.

NOVENA. Estipulaciones Respecto de los Pagos. Con relación a todos los pagos materia de este contrato, incluyendo pero sin limitarse a la contraprestación por el Precio de Compra y la Regalía (según se definen estos dos últimos términos en las cláusulas Segunda y Novena, respectivamente), el Concesionario está de acuerdo en lo siguiente:

- a) Expedir a favor de Evrim una factura por cada pago que reciba, indicando en forma expresa y el IVA aplicable, mediante documento que reúna todos los requisitos que establecen las disposiciones legales aplicables en materia fiscal; y
- b) Si el día que deban hacerse los pagos resulta inhábil, Evrim hará el pago el día hábil siguiente.

DÉCIMA. Derechos sobre Minería vencidos. Evrim se obliga a pagar a la Tesorería de la Federación, dentro de los 15 (quince) días hábiles siguientes a la fecha de firma, las cantidades que resulten como importe actualizado de los derechos sobre minería y sus accesorios correspondientes a las Concesiones adeudados al día de hoy; Evrim entregará oportunamente al Concesionario una copia del documento que compruebe que tal pago se hizo a la Tesorería de la Federación de acuerdo con las disposiciones legales aplicables en materia fiscal.

DÉCIMA PRIMERA. Obligaciones del Concesionario. Durante la vigencia del presente contrato el Concesionario estará obligado a lo siguiente:

- a) No constituir gravamen alguno sobre las Concesiones;
 - b) No otorgar a terceros derecho o interés alguno respecto de las Concesiones que pudiese afectar en forma adversa o impedir el ejercicio de los derechos otorgados a Evrim conforme a este contrato;
 - c) No celebrar nuevos acuerdos o contratos con terceras partes sin el consentimiento por escrito de Evrim, particularmente cuando se refiera a acuerdos amigables, cuando fuere aplicable.
 - d) Notificar de inmediato a Evrim de cualquier reclamación, demanda o litigio de que tenga conocimiento y que pudiese llegar a restringir o afectar adversamente o limitar los derechos concedidos conforme a este contrato a Evrim;
- a) En caso que algún tercero inicie alguna reclamación, litigio, demanda, requerimiento, cobro o petición en contra del Concesionario afectando o gravando los derechos derivados de las Concesiones, como consecuencia de obligaciones generadas por el Concesionario con anterioridad a la firma del presente contrato, el

Concesionario se obliga a sacar en paz y a salvo a Evrim de cualquier controversia judicial, extrajudicial, administrativa, ejidal, laboral y/o ambiental.

- e) Permitir en todo momento que Evrim retire de las Concesiones todas las instalaciones, maquinaria y equipo de su propiedad, salvo las estructuras permanentes que se encuentren en el mismo, las cuales quedarán en beneficio del Concesionario, si Evrim diere por terminado el presente contrato;
- f) Resarcir a Evrim de cualquier contingencia de carácter ambiental o reclamación similar en relación con actividades u operaciones que se hayan realizado en las Concesiones con anterioridad a la fecha de firma del presente contrato;
- g) No obstaculizar el derecho de exploración que el Concesionario otorga conforme a este contrato a Evrim;
- h) Permitir a Evrim el libre acceso a las Concesiones durante la vigencia del presente contrato; y

Colaborar con Evrim en todo lo que fuere necesario para llevar al cabo las inscripciones del presente contrato y del contrato de Cesión ante el Registro Público de Minería.

DÉCIMA SEGUNDA. Obligaciones de Evrim. Durante la vigencia del presente contrato, Evrim tendrá a su cargo el cumplimiento de las siguientes obligaciones:

- a) Realizar los trabajos de exploración, en las Concesiones de acuerdo con técnicas correctas en materia de geología, barrenación y beneficio de los minerales disponibles en la República Mexicana, cumpliendo con las obligaciones que al respecto establecen la Ley Minera y su Reglamento, así como las disposiciones que procedan en materia de seguridad en los trabajos de las minas;
- b) Obtener todos los permisos necesarios, ya sea de carácter ambiental, laboral y/o administrativos, previo al inicio de los Trabajos de Exploración en las Concesiones;
- c) Mantener en buen estado, durante la vigencia del presente contrato, las Concesiones, incluyendo el pago de los derechos sobre minería correspondientes, la presentación de los informes a que estén obligadas conforme a la Ley Minera y su Reglamento y la presentación de cualquier documentación necesaria ante la Dirección General de Regulación Minera para mantener vigentes las Concesiones;
- d) Cumplir en todo tiempo con las disposiciones legales federales, estatales y municipales que resulten aplicables a las operaciones de exploración y desarrollo de las Concesiones;
- e) En caso que algún tercero inicie alguna reclamación, litigio, demanda, requerimiento, cobro, petición o contingencia de carácter ambiental y/o laboral en contra de Evrim o el Concesionario con respecto a las actividades u operaciones de exploración que se hayan realizado en las Concesiones a partir de la Fecha de Firma del presente contrato y durante la vigencia del contrato de Opción, Evrim se obliga a sacar en paz y a salvo al Concesionario y en su caso, a responder por cualquier reclamación derivada de algún riesgo o accidente ambiental y/o laboral;
- f) Pagar al Concesionario las cantidades a que se refiere este contrato, siempre y cuando siga vigente el Plazo de la Opción.
- g) Tiene el derecho de ceder o negociar en cualquier momento con terceras partes los derechos que adquiere en términos del presente contrato;
- h) En caso de terminación anticipada, Evrim estará obligada a sacar en paz y a salvo al Concesionario de cualquier responsabilidad derivada de sus actividades, incluyendo pero sin limitarse a la materia ambiental.
- i) Solicitar la inscripción en el Registro Público de Minería de este contrato, así como del contrato de Cesión que, en su caso, se celebre; y
- j) Permitir al Concesionario o a la persona que éste designe el acceso a las

Concesiones, por su propio riesgo y costo, previo aviso por escrito, para efectos de comprobar los trabajos que se estén realizando.

DÉCIMA TERCERA. Caso Fortuito o Causa de Fuerza Mayor. No se considerará como incumplimiento a las obligaciones establecidas a cargo de las Partes, la demora o el impedimento en el cumplimiento a dichas obligaciones debido a caso fortuito o causa de fuerza mayor.

Para los efectos del presente contrato, serán casos fortuitos o causas de fuerza mayor los que se mencionan adelante, cuando afecten de manera inevitable las posibilidades de alguna de las Partes para cumplir con sus obligaciones, tales como condiciones de inseguridad, incendios, inundaciones, terremotos, explosiones, guerras, revoluciones, actos de sabotaje y vandalismo, huelgas por parte del personal de Evrim y/o sus subcontratistas, actos de terrorismo, órdenes o restricciones gubernamentales, escasez crítica de materiales o fallas no resolubles en el suministro de materiales y equipo y otros actos de los trabajadores que estén fuera del control de las Partes y que no sean ocasionados por su negligencia.

Ante la ocurrencia de cualquier evento de caso fortuito o de fuerza mayor, de los previstos o no, se suspenderán los efectos del contrato para reanudarse en la fecha en que cese dicho evento. Por lo tanto, el plazo para la ejecución de las obligaciones contraídas por las Partes en el contrato se extenderá durante un periodo equivalente al de la suspensión ocasionada.

Para los efectos del párrafo anterior, la Parte afectada por el caso fortuito o causa de fuerza mayor deberá notificar por escrito dicho evento a la otra Parte, dentro de los 3 (tres) días naturales siguientes a la fecha de iniciación de la suspensión, acompañando a dicha notificación los documentos necesarios que justifiquen tal circunstancia.

A efecto de reanudar el cumplimiento de las obligaciones materia del contrato, las Partes deberán comunicarse por escrito la terminación de la ocurrencia del caso fortuito o causa de fuerza mayor tan pronto cese.

Si la suspensión de las actividades excede de 30 (treinta) días naturales, las Partes deberán convenir lo que proceda.

DÉCIMA CUARTA. Terminación Anticipada. Evrim podrá dar por terminado este contrato anticipadamente mediante simple aviso por escrito al Concesionario, en cualquier momento, y sin responsabilidad alguna a su cargo, con excepción de las responsabilidades ambientales que se pudieran generar durante la vigencia de la Opción.

En este caso, cesarán todas las obligaciones de Evrim bajo el presente contrato; por lo tanto, no se tendrán que pagar las cantidades señaladas en la cláusula Sexta cuyo vencimiento sea posterior a la fecha de terminación anticipada de este contrato. Evrim no podrá reclamar las cantidades que haya invertido en las Concesiones en gastos de exploración, ni las mejoras permanentes, si las hubiere hecho a las mismas. Para efectos de la terminación anticipada Evrim notificará al Concesionario su decisión de dar por terminado este contrato, y su terminación surtirá plenos efectos en la fecha de recepción de la notificación de terminación del contrato. Con motivo de dicha terminación Evrim entregará al Concesionario, en un plazo no mayor de 30 (treinta) días naturales, contados a partir de la fecha en que surta efectos la terminación opcional, la siguiente documentación:

- i) Aquélla que acredite el cumplimiento de las obligaciones correspondientes a las Concesiones Mineras respecto a la presentación oportuna de los Informes para comprobar la ejecución de las obras y trabajos de exploración y/o explotación; pagos de derechos sobre minería efectuados durante la vigencia del presente contrato y la presentación oportuna de los informes de producción y destino de minerales concesibles
- j) Información relativa a los resultados derivados de reconocimientos geológicos, geofísicos, núcleos, mapas de geología, reportes, estudios, plantillas de barrenación y perforaciones realizadas en las Concesiones Mineras que se hayan realizado a efecto de localizar y cuantificar reservas de mineral, incluyendo núcleos de perforación y muestras tomadas en campo.

DÉCIMA QUINTA. Cesión del Contrato. Sólo Evrim, en cualquier momento, tendrá el derecho de ceder cualesquier derechos y obligaciones derivados del presente contrato en favor de cualquier tercero, con el único requisito de dar un aviso por escrito al Concesionario previo a la cesión.

Al momento de la cesión, Evrim quedará totalmente liberada de las respectivas obligaciones asumidas en el presente contrato, siempre y cuando la correspondiente cesionaria asuma aquellos derechos y obligaciones que correspondan a Evrim.

DÉCIMA SEXTA. Reducción de Superficie de Exploración. Durante la vigencia de la Opción, Evrim tendrá el derecho, a través del Concesionario, de solicitar la reducción de la superficie de exploración sobre las Concesiones mediante aviso por escrito dado al Concesionario con 30 (treinta) días naturales de anticipación.

Para tal efecto, a partir de la fecha en que Evrim dé aviso al Concesionario de su intención de reducir la superficie de exploración de la(s) Concesión(es), Evrim tendrá 20 días naturales para elaborar los trabajos técnicos y/o periciales con la finalidad de dividir la(s) concesión(s) minera(s) en dos o más fracciones. Evrim a través de su perito minero y bajo su costo elaborará los trabajos técnicos y/o periciales por los cuales quedará(n) dividida(s) la(s) concesión(es) minera(s) en una o más fracciones.

Evrim hará del conocimiento al Concesionario respecto de dichos trabajos expresando las áreas y/o fracciones que desea conservar para su proyecto, así como las que desea abandonar. Si el Concesionario desean conservar las fracciones de la Concesiones que Evrim abandona, Evrim se encargará de elaborar todos los trabajos técnicos y/o periciales, en su caso, así como los Contratos necesarios con la finalidad de transmitir al Concesionario las Concesiones escindidas sin interés para Evrim.

Recibidos y analizados los trabajos técnicos y/o periciales por el Concesionario, éstos contarán con 5 (cinco) días hábiles para señalar sus comentarios u observaciones a los mismos, y de no existir ninguna deficiencia éstos serán presentados para su estudio y trámite en la Subdirección de Minería de la Secretaría de Economía en Chihuahua.

Una vez expedidos los nuevos títulos de concesión minera derivados de las Solicitudes de División, aquellos lotes que no sean del interés de Evrim se devolverán al Concesionario, sin que a partir de esa fecha medie contraprestación alguna sobre ellos, en cuyo caso quedarán automáticamente excluidos de cualquier obligación de Evrim, incluyendo pero sin limitarse al pago semestral de Derechos sobre Minería, presentación de los informes para comprobar la ejecución de los trabajos de exploración y/o explotación, así como el pago de Regalías.

DÉCIMA SÉPTIMA. Gastos y Derechos. Los gastos y derechos que ocasione la ratificación del presente contrato y, en su caso, los que cause el contrato de Cesión serán por cuenta de Evrim, igualmente lo serán los relativos a inscripciones en el Registro Público de Minería.

DÉCIMA OCTAVA. Rescisión. Las Partes acuerdan que el incumplimiento de cualquiera de sus obligaciones conforme a este contrato será causa de rescisión del mismo y, en caso de falta de pago de Evrim, quedarán en beneficio del Concesionario las cantidades que se le hubieren entregado, en calidad de anticipos.

DÉCIMA NOVENA. Saneamiento. El Concesionario se obligan al saneamiento para el caso de evicción respecto de la titularidad, vigencia y derechos derivados de las Concesiones, ante Evrim o cualquier persona física o moral que adquiera dichos derechos.

El Concesionario conviene en sacar y mantener a salvo y en paz e indemnizar a Evrim de cualquier contingencia, reclamación, daño, costo, demanda, litigio, procedimiento, pago o acción originados por cualquier autoridad o terceros respecto de la titularidad, vigencia y derechos derivados de las Concesiones, incluyendo, sin limitar a, informes y comprobaciones de obras, entre otros.

En caso de cualquier litigio, audiencia, investigación, procedimiento, arbitraje o cualquier contingencia relacionada u originada respecto de la titularidad, vigencia y derechos derivados de las Concesiones, el Concesionario se obliga a pagar los servicios del o los

abogados y demás profesionales que se requieran para atender dicha contingencia, defender y dejar a salvo a Evrim sobre la misma y demás conceptos a que esta cláusula se refiere.

VIGÉSIMA. Incumplimiento. Las partes deberán agotar el siguiente procedimiento antes de acudir a cualquier otra instancia o autoridad, una vez agotado el siguiente procedimiento, las partes convienen en aplicar lo establecido en el Libro Quinto del Código de Comercio:

Procedimiento:

El incumplimiento de las partes respecto de las obligaciones que asumen conforme al presente contrato, dará derecho a la parte afectada (la "Parte Afectada") por el incumplimiento de que se trate, a obtener inmediatamente de la parte que haya incumplido (la "Parte Incumplida") la satisfacción de la correspondiente obligación.

Para tal fin, la Parte Afectada deberá notificar el respectivo incumplimiento a la Parte Incumplida, con el fin de que esta última satisfaga la correspondiente obligación, dentro de un plazo de 30 días naturales siguientes a la fecha en que la Parte Incumplida hubiere recibido la notificación de incumplimiento; si transcurrido dicho plazo el incumplimiento subsiste y no se ha realizado esfuerzo alguno razonable para remediarlo, entonces la Parte Afectada tendrá el derecho, a su elección, de dar por terminado el presente contrato en un plazo de 10 (diez) días mediante un aviso.

VIGÉSIMA PRIMERA. Avisos. Todos los avisos u otras comunicaciones que deban darse conforme al presente contrato, se enviarán por escrito entregado personalmente, o por servicio especializado de mensajería "día siguiente" a los siguientes domicilios:

El Concesionario:

Jose María Coss Oriente número 1.
Colonia Melchor Ocampo.
Zitácuaro, Michoacán.

Atención: Filemón Portillo Chávez

Evrin:

Blvd. Luis Donald Colosio No.128
Col. Centro
C.P. 83000, Hermosillo, Son

Atención: Alain Roch Charest

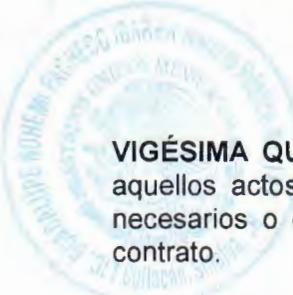
Cualquier cambio de domicilio que haga una de las Partes, deberá notificarlo a la otra, de lo contrario, cualquier aviso o notificación relacionada con el presente contrato se entenderá hecha en el domicilio aquí señalado.

VIGÉSIMA SEGUNDA. Confidencialidad. Salvo por lo que se refiere al registro de documentos que en relación con este contrato se requiera hacer ante las autoridades competentes, o la información que en alguna forma pudiere ser solicitada por las autoridades mineras o cualquier información que la matriz de Evrim deba revelar para efectos de cualquier mercado de valores, todas las estipulaciones, documentación e información relacionada con este contrato permanecerán con carácter confidencial entre las Partes. El Concesionario deberá mantener los conocimientos e información sobre los aspectos geológicos, barrenación y beneficio de minerales y/o potencial minero de los Lotes Mineros estrictamente confidenciales.

VIGÉSIMA TERCERA. Encabezados, y División. Las Partes están de acuerdo en que la inserción de encabezados y la división de este contrato en párrafos e incisos son sólo para efectos de conveniencia en referencias y no afectarán su interpretación.

VIGÉSIMA CUARTA. Acuerdo Total. Este contrato contiene el acuerdo total entre las Partes y deja sin efectos cualquier previo acuerdo, entendimiento o promesa respecto del contenido del mismo, incluyendo expresamente los contratos señalados en la Declaración I inciso e) del presente contrato.

Este contrato no podrá ser modificado o reformado excepto mediante convenio por escrito firmado por cada una de las Partes.



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VIGÉSIMA QUINTA. Obligaciones Adicionales. Cada una de las Partes ejecutará aquellos actos y otorgará aquellos documentos adicionales que razonablemente sean necesarios o convenientes para llevar al cabo las operaciones contempladas en este contrato.

VIGÉSIMASEXTA. Ley Aplicable y Tribunales. Este contrato se regirá, interpretará y ejecutará de acuerdo con las leyes aplicables de la República Mexicana. Para toda controversia que surja entre las Partes respecto a la interpretación o ejecución del presente contrato, las Partes se someten a la jurisdicción de los tribunales federales en la ciudad de Chihuahua, Chihuahua, y renuncian expresamente a cualquier otro fuero que pudiese corresponderles por razón de sus domicilios o cualquier otra causa.

Este contrato se celebra en los términos del artículo 78 del Código de Comercio; por lo tanto, es de naturaleza mercantil y en caso de cualquier controversia para lo que no esté expresamente aquí pactado, se aplicará la legislación minera y la legislación mercantil, así como, supletoriamente, el Código Civil Federal, para lo no previsto en las dos legislaciones mencionadas.

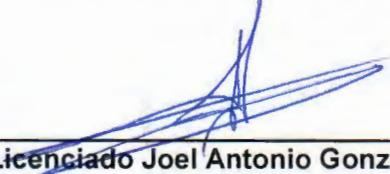
Estando conformes con su contenido, las Partes otorgan y firman el presente contrato por cuadruplicado el día 20 de julio de 2016, quedando un ejemplar en poder de cada una de las Partes y los dos restantes con el representante de Evrim, para su inscripción en el Registro Público de Minería.

El Concesionario

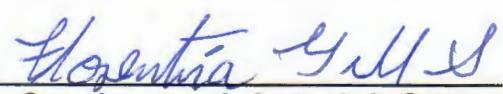
Minera Evrim, S.A. de C.V.



Filemón Portillo Chávez.
Concesionario



Licenciado Joel Antonio González
Labrado.
Apoderado general



Con el consentimiento de la Sra.
Florentina Gill Sandoval, cónyuge de
Filemón Portillo Chávez.