

SHARE PURCHASE AGREEMENT

THIS AGREEMENT made and entered into effective as of the 7th day of May, 2018.

BETWEEN:

TEDY ANTOUN JBARA
[Redacted Purchaser's Address]

(the "**Purchaser**")

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 "**Vendor**")

OF THE SECOND PART

WHEREAS the Vendor is the registered and beneficial owner of 100% of the issued and outstanding shares (the "**CanaSur Shares**") of CanaSur Gold Limited ("**CanaSur**");

AND WHEREAS CanaSur is the registered and beneficial owner of 100% of the issued and outstanding shares of CanSur Goldmines N.V. ("**CanSur**") a Suriname corporation and of Caribbean Mineral Company N.V. ("**Cariminco**"), a Suriname corporation;

AND WHEREAS Cariminco is the holder of the Property (as hereinafter defined);

AND WHEREAS the Vendor and the Purchaser entered into an agreement dated April 27, 2018 (the "**April 27 Agreement**") so as to provide for the right of the Purchaser to acquire the CanaSur Shares;

AND WHEREAS the Vendor and the Purchaser now wish to enter into this Agreement with the intent that it supercedes and replaces the April 27 Agreement.

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 Purchaser to the Vendor (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) “**Business Day**” means a day on which banks are open for business in Vancouver, British Columbia;
 - (b) “**Companies**” means CanaSur, CanSur and Cariminco;
 - (c) “**Due Diligence Period**” means the period commencing as of the date hereof until the earlier of June 1, 2018 or the date the Cash Payment is made, during which the Purchaser may conduct a due diligence review on The Companies and the Property;
 - (d) “**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;
 - (e) “**Mineral Products**” means the commercial end products derived from operating the Property or any part thereof as a mine;
 - (f) “**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 Purchaser; 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;
 - (g) “**Property**” means the mineral interests that comprise the Tibiti (Goliat) project in Suriname and all mining leases and other mining interests derived therefrom;
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.

Purchase and Sale

4. The Vendor hereby agrees to sell the CanaSur Shares to the Purchaser and the Purchaser agrees to buy the CanaSur Shares from the Vendor in consideration of the payment by the Purchaser to the Vendor of a total of US\$150,000, payable as to US\$10,000 on or before June 30, 2018 in cash (the “**Cash Payment**”), and the issuance of a non interest bearing promissory note payable to the Vendor (the “**Note**”) in the amount of US\$140,000, which Note is payable as to US\$20,000 on or before July 1, 2018 and a further US\$30,000 on or before November 1, 2018, March 1, 2019, July 1, 2019 and November 1, 2019.

For greater certainty, in circumstances where the Purchaser defaults in making any of the payments due under the Note the title to the CanaSur Shares shall revert back to the Vendor as the Vendor’s sole recourse under the Note provided that with respect to any of the payments with the exception of the July 1, 2018 payment for which there is a 30 day grace period, a payment under the Note will not be in default unless it is not paid within 90 days after the due date.

Due Diligence

5. The Purchaser shall have the right to conduct due diligence on the Companies and the Property during the Due Diligence Period

Closing

6. Upon the Purchaser having made the Cash Payment and issued the Note, the Purchaser shall on such date have acquired an undivided 100% right, title and interest in and to the CanaSur Shares and the Vendor will deliver to the Purchaser the following:
- (a) share certificates representing all of the issued and outstanding shares of CanaSur registered in the name of the Purchaser or as the Purchaser may otherwise direct in writing (the “**Certificates**”);
 - (b) resignations of the directors and officers of each of the Companies;
 - (c) the books and records of each of the Companies; and

As security for the obligations of the Vendor to the Purchaser under the Note the Purchaser shall deliver to McMillan LLP as escrow agent (“**McMillan**”) the Certificates, duly endorsed for transfer to the Vendor to be held by McMillan pursuant to an escrow agreement in form acceptable to the Vendor and the Purchaser, acting reasonably and (i) delivered to the Purchaser upon payment of the Note in full or (ii) delivered to the registered offices of CanaSur to record the transfer of the CanaSur Shares back to the Vendor in circumstances where the Purchaser fails to make any payment under the Note as and when due in accordance with Section 4 hereof.

In circumstances where the CanaSur Shares revert back to the Vendor, the Purchaser shall forthwith tender the resignations of the directors and officers of each of the Companies and deliver to the Vendor the books and records of each of the Companies.

Purchaser Responsibilities

7. During the Due Diligence Period, except as otherwise provided for herein, the Purchaser shall be responsible for all the obligations, costs and expenses related to the Property and in this regard the Purchaser shall:
- (a) comply with the provisions of all agreements or instruments of title under which the Property is held;
 - (b) pay all expenses related to the Property or the Companies;
 - (c) 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 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; and
 - (f) 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;

and, for greater certainty, the Purchaser shall not be liable for any liabilities incurred prior to the date hereof related to the Property or otherwise incurred by the Companies in Suriname with the exception of those detailed in Schedule A hereto.

Termination

8. This Agreement shall forthwith terminate in circumstances where, prior to the expiry of the Due Diligence Period the Purchaser advises the Vendor that its due diligence review was unsatisfactory, or, where the Purchaser fails to make the Cash Payment on or before June 30, 2018.

Representations, Warranties and Covenants of the Vendor

9. The Vendor represents, warrants and covenants to and with the Purchaser as follows:
- (a) the Vendor is a company duly organized validly existing and in good standing under the laws of the Province of British Columbia;

- (b) the Vendor 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 Vendor is the registered and beneficial owner of the CanaSur Shares and CanaSur is the registered and beneficial owner of all of the issued and outstanding shares of CanSur and Cariminco;
- (e) there are no outstanding agreements or options to purchase or otherwise acquire the CanaSur Shares or any shares of CanSur or Cariminco, or any portion thereof or any interest therein;
- (f) upon request by the Purchaser, and at the sole cost of the Purchaser, the Vendor shall deliver or cause to be delivered to the Purchaser copies of all available maps and other documents and make available to Purchaser all information and data in its possession or control respecting the Property;
- (g) the Vendor agrees to assume those obligations of CanaSur to the Purchaser as detailed in Schedule B to that Amalgamation Agreement between inter alia, the Vendor and CanaSur dated July 27, 2016;
- (h) the Vendor shall pay the yearly concession fee for 2018, in the amount of \$4,000 due April 22, 2018; and
- (i) none of the Companies have any liabilities except for: (i) those liabilities detailed in Schedule A hereto and (ii) liabilities incurred in the ordinary course of business as presently conducted and, without limiting the generality of the foregoing, CanaSur has no outstanding liability to either Stewart McKelvey or PricewaterhouseCoopers.

Representations, Warranties and Covenants of the Purchaser

10. The Purchaser represents, warrants and covenants to and with the Vendor that:

- (a) 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 the Purchaser is a party;
- (b) 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 the Purchaser;

- (c) this Agreement constitutes a legal, valid and binding obligation of the Purchaser; and
- (d) the Purchaser shall be liable for the outstanding accounts detailed in Schedule A hereto.

Indemnity and Survival of Representations

- 11. 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 the CanaSur Shares by the Purchaser 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.
- 12. The Purchaser agrees to indemnify and save harmless the Vendor from any liability to which it may be subject arising from any Mining Operations carried out by the Purchaser or at its direction on the Property, or otherwise as a result of the Purchaser defaulting on any of its obligations under this Agreement.

Notice

- 13. All notices, consents, demands and requests (in this Section 13 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 Vendor:

Harvest Gold Corp.
 Suite 804 – 750 West Pender Street
 Vancouver, British Columbia V6C 2T7
 Facsimile: (604) 685-6905
 Attention: Rick Mark

- (b) to the Purchaser:

Tedy Antoun Jbara
[Redacted Purchaser’s Address]

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

14. 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

15. 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

16. 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

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

Default

18. 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

19. In circumstances where this Agreement is terminated prior to the Option being exercised, the Purchaser shall deliver over to the Vendor all technical data and other documents and information then in its possession respecting the Property.

Payment

20. All references to monies hereunder shall be in US funds unless otherwise stated.

Costs

21. Each party will be responsible for its own costs in relations to this Agreement, including legal costs.

Supersedes Previous Agreements

22. 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.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the 7th day of May, 2018, to take effect as of the date first above written.

(Signed)

Tedy Antoun Jbara

HARVEST GOLD CORP.

(Signed)

Per:

Authorized Signatory

SCHEDULE A

Suriname Outstanding Accounts for Harvest in 2018

Auditors	\$8,500.00
Wages Tax	\$2,000.00
Employee rights	\$8,000.00
Amount due to Tedy's rights	\$7,500.00
Reports 2017 due to government	\$2,000.00
Yearly concessions fee	\$7,500.00
Insurance	\$850.00
Replace defect Camp generator	\$425.00
Total	\$36,775.00