

## FORM 9

### **NOTICE OF PROPOSED ISSUANCE OF LISTED SECURITIES** **(or securities convertible or exchangeable into listed securities<sup>1</sup>)**

Please complete the following:

Name of CNSX Issuer: Newlox Gold Ventures Corp. (the "Issuer").

Trading Symbol: LUX.

Date: 09/23/2016.

Is this an updating or amending Notice:  Yes  No

If yes provide date(s) of prior Notices: \_\_\_\_\_.

Issued and Outstanding Securities of Issuer Prior to Issuance: 52,907,272.

Date of News Release Announcing Private Placement: 31/05/2016.

Closing Market Price on Day Preceding the Issuance of the News Release: \$0.02.

**1. Private Placement (if shares are being issued in connection with an acquisition (either as consideration or to raise funds for a cash acquisition), proceed to Part 2 of this form)**

Full Name & Residential Address of Placee	Number of Securities Purchased or to be Purchased	Purchase price per Security (CDN\$)	Conversion Price (if Applicable)	Prospectus Exemption	No. of Securities, directly or indirectly, Owned, Controlled or Directed	Payment Date(1)	Describe relationship to Issuer (2)
Canadian Resident	100,000	0.05	\$0.05 in the first 12 months, \$0.10 between month 13 and 24 and \$0.15 between months 25 and 36	S. 2.3 of NI 45-106		August 29, 2016	

Canadian Resident	120,000	0.05	\$0.05 in the first 12 months, \$0.10 between month 13 and 24 and \$0.15 between months 25 and 36	S. 2.3 of NI 45-106		August 29, 2016	
Canadian Resident	352,132	0.05	\$0.05 in the first 12 months, \$0.10 between month 13 and 24 and \$0.15 between months 25 and 36	S. 2.14 of NI 45-106		Sept 6, 2016	
China Resident	200,000	0.05	\$0.05 in the first 12 months, \$0.10 between month 13 and 24 and \$0.15 between months 25 and 36	S. 2.5 of NI 45-106		Sept 19, 2016	

(1) Indicate date each placee advanced or is expected to advance payment for securities. Provide details of expected payment date, conditions to release of funds etc. Indicate if the placement funds been placed in trust pending receipt of all necessary approvals.

(2) Indicate if Related Person.

<sup>1</sup>An issuance of non-convertible debt does not have to be reported unless it is a significant transaction as defined in Policy 7, in which case it is to be reported on Form 10.

1. Total amount of funds to be raised:

\$38,606.60

2. Provide full details of the use of the proceeds. The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material:

\$17,606.60 is being used for the retirement of debt. More information is included in section 4 of this form.

The remaining \$23,000 is allocated to the advancement of the Company's artisanal tailings reclamation and reprocessing business as well as working capital.

N/A

3. Provide particulars of any proceeds which are to be paid to Related Persons of the Issuer:

N/A

4. If securities are issued in forgiveness of indebtedness, provide details and attach the debt agreement(s) or other documentation evidencing the debt and the agreement to exchange the debt for securities.

352,132 shares of the placing are being issued to WDM Chartered Accountants as full and final compensation for professional services rendered related to the Company's audited financial statements dated March 31, 2015.

5. Description of securities to be issued:

(a) Class

Common Shares and Share Purchase Warrants.

(b) Number

772,132 Common Shares and 420,000 Warrants.

(c) Price per security

Each unit of the private placement consists of 1 Common Share and 1 Share Purchase Warrant will be sold for a price of \$0.05.

The 352,132 shares issued in forgiveness of indebtedness are valued at \$0.05 each.

(d) Voting rights

Each Common Share shall have voting rights.

6. Provide the following information if Warrants, (options) or other convertible securities are to be issued:

(a) Number

420,000

- (a) Number of securities eligible to be purchased on exercise of Warrants (or options)

420,000

- (c) Exercise price

\$0.05 in the first 12 months, \$0.10 between month 13 and 24 and \$0.15 between months 25 and 36 (\$0.20, \$0.40, and \$0.60 respectively post-consolidation).

- (d) Expiry date

All unexercised warrants shall expire after a term of 3 years.

7. Provide the following information if debt securities are to be issued:

- (a) Aggregate principal amount.

N/A

- (b) Maturity date.

N/A

- (c) Interest rate.

N/A

- (d) Conversion terms.

N/A

- (e) Default provisions.

N/A

8. Provide the following information for any agent's fee, commission, bonus or finder's fee, or other compensation paid or to be paid in connection with the placement (including warrants, options, etc.):

- (a) Details of any dealer, agent, broker or other person receiving compensation in connection with the placement (name, address. If a corporation, identify persons owning or exercising voting control over 20% or more of the voting shares if known to the Issuer):

Kingsdale Capital Markets

55 University Ave., Suite M002  
P.O. Box 47  
Toronto, Ontario M5J 2H7

- (b) Cash: \$770.00
- (c) Securities: 15,400 Warrants
- (d) Other: TBD.
- (e) Expiry date of any options, warrants etc.:  
3 years
- (f) Exercise price of any options, warrants etc:  
\$0.05 in the first 12 months, \$0.10 between month 13 and 24 and  
\$0.15 between months 25 and 36

9. State whether the sales agent, broker, dealer or other person receiving compensation in connection with the placement is Related Person or has any other relationship with the Issuer and provide details of the relationship

N/A

10. Describe any unusual particulars of the transaction (i.e. tax "flow through" shares, etc.).

N/A

11. State whether the private placement will result in a change of control.

The private placement will not result in a change of control.

12. Where there is a change in the control of the Issuer resulting from the issuance of the private placement shares, indicate the names of the new controlling shareholders

N/A.

13. Each purchaser has been advised of the applicable securities legislation restricted or seasoning period. All certificates for securities issued which are subject to a hold period bear the appropriate legend restricting their transfer until the expiry of the applicable hold period required by Multilateral Instrument 45-102.

Yes

## 2. Acquisition

1. Provide details of the assets to be acquired by the Issuer (including the location of the assets, if applicable). The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material: \_\_\_\_\_  
\_\_\_\_\_ .
2. Provide details of the acquisition including the date, parties to and type of agreement (eg: sale, option, license etc.) and relationship to the Issuer. The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the acquisition without reference to any other material: \_\_\_\_  
\_\_\_\_\_ .
3. Provide the following information in relation to the total consideration for the acquisition (including details of all cash, securities or other consideration) and any required work commitments:
  - (a) Total aggregate consideration in Canadian dollars: \_\_\_\_\_ .
  - (b) Cash: \_\_\_\_\_ .
  - (c) Securities (including options, warrants etc.) and dollar value: \_\_\_\_\_  
\_\_\_\_\_ .
  - (d) Other: \_\_\_\_\_ .
  - (e) Expiry date of options, warrants, etc. if any: \_\_\_\_\_ .
  - (f) Exercise price of options, warrants, etc. if any: \_\_\_\_\_ .
  - (g) Work commitments: \_\_\_\_\_ .
4. State how the purchase or sale price was determined (e.g. arm's-length negotiation, independent committee of the Board, third party valuation etc).
5. Provide details of any appraisal or valuation of the subject of the acquisition known to management of the Issuer: \_\_\_\_\_  
\_\_\_\_\_ .
6. The names of parties receiving securities of the Issuer pursuant to the acquisition and the number of securities to be issued are described as follows:

Name of Party (If not an individual, name all insiders of the Party)	Number and Type of Securities to be Issued	Dollar value per Security (CDN\$)	Conversion price (if applicable)	Prospectus Exemption	No. of Securities, directly or indirectly, Owned, Controlled or Directed by Party	Describe relationship to Issuer <sup>(1)</sup>

(1) Indicate if Related Person

7. Details of the steps taken by the Issuer to ensure that the vendor has good title to the assets being acquired: \_\_\_\_\_  
\_\_\_\_\_ .
  
8. Provide the following information for any agent's fee, commission, bonus or finder's fee, or other compensation paid or to be paid in connection with the acquisition (including warrants, options, etc.):
  - (a) Details of any dealer, agent, broker or other person receiving compensation in connection with the acquisition (name, address. If a corporation, identify persons owning or exercising voting control over 20% or more of the voting shares if known to the Issuer): \_\_\_\_\_  
\_\_\_\_\_ .
  - (b) Cash \_\_\_\_\_ .
  - (c) Securities \_\_\_\_\_ .
  - (d) Other \_\_\_\_\_ .
  - (e) Expiry date of any options, warrants etc. \_\_\_\_\_
  - (f) Exercise price of any options, warrants etc. \_\_\_\_\_ .
  
9. State whether the sales agent, broker or other person receiving compensation in connection with the acquisition is a Related Person or has any other relationship with the Issuer and provide details of the relationship. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. If applicable, indicate whether the acquisition is the acquisition of an interest in property contiguous to or otherwise related to any other asset acquired in the last 12 months. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

### **Certificate of Compliance**

The undersigned hereby certifies that:

1. The undersigned is a director and/or senior officer of the Issuer and has been duly authorized by a resolution of the board of directors of the Issuer to sign this Certificate of Compliance on behalf of the Issuer.
2. As of the date hereof there is not material information concerning the Issuer which has not been publicly disclosed.
3. The undersigned hereby certifies to CNSX that the Issuer is in compliance with the requirements of applicable securities legislation (as such term is defined in National Instrument 14-101) and all CNSX Requirements (as defined in CNSX Policy 1).
4. All of the information in this Form 9 Notice of Private Placement is true.

Dated: September 23, 2016.

Ryan Jackson  
Name of Director or Senior  
Officer

"Ryan Jackson"  
Signature

President & Director  
Official Capacity



*Invoice*

August 25, 2015

**Mr. Ryan Jackson**  
**Newlox Gold Ventures Corp.**  
 Suite 500 – 900 West Hastings  
 Vancouver, B.C.  
 V6C 1E5

SERVICE

INTEGRITY

TRUST

To Professional Services Rendered:

Audit of consolidated financial statements of the Company for the year ended March 31, 2015  
 and issuance of Auditor's Report thereon.

Review of MD&A including confirmation of various numerical amounts as required.

Meetings and communication with management and directors regarding accounting  
 and auditing issues.

Attendance at Audit Committee meeting.

Correspondence with CRA as required.

Additional meetings with directors to discuss revised filing deadline.



	\$
UNBILLED TIME CHARGES:	35,056.25
WRITE – OFF (25%):	(8,764.25)
<hr/>	
OUR FEE:	26,292.00
GST:	1,314.60
<hr/>	
	27,606.60
LESS: PAID ON ACCOUNT	(10,000.00)
<hr/>	
TOTAL:	17,606.60
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Thank you,  
**WDM Chartered Professional Accountants**

Balance due upon receipt of invoice.

We also accept:



GST Registration #832211130

Invoice #WAUD1503

File #WNEWLOX

Q:\WINWORD\BARRYW\INVOICES\Newlox Gold Ventrues Corp.\_Aug 25,15.doc

SUITE 420

1501 WEST BROADWAY

VANCOUVER, BC

CANADA V6J 4Z6

TEL: 604-734-3247

FAX: 604-734-4802

WWW.WDMCA.COM

WDM

**DEBT SETTLEMENT AGREEMENT**

**THIS DEBT SETTLEMENT AGREEMENT** (the "Agreement") is made as of the date indicated below.

**BETWEEN:**

**NEWLOX GOLD VENTURES CORP.**, a company duly incorporated pursuant to the laws of British Columbia, and having its office at #202, 5626 Larch Street, Vancouver, BC V6M 4E1

(the "Company")

OF THE FIRST PART

**AND:**

●  
(the "Debtholder")

*WDM*  
*Chartered Accountants*  
420 - 1501 West Broadway  
Vancouver, BC V6J 4Z6

OF THE SECOND PART

**WHEREAS:**

(A) The Company owed a debt of \$17,606.60 to the Debtholder (the "Debt") as evidenced by WDM Chartered Professional Accountants Statement of Accounts dated January 12<sup>th</sup>, 2016 as set out in Schedule "A";

(B) The Company wishes to pay the Debt through conversion of the Debt into common shares of the Company (the "Shares") at a deemed price of \$0.05 per Share, and the Debtholder is prepared to accept such Shares in full satisfaction of the Debt on the terms and conditions set out herein.

**NOW THEREFORE WITNESSETH** that in consideration of the premises and of the mutual covenants and agreements set out herein, the parties hereto covenant and agree as follows:

**1. ACKNOWLEDGMENT OF DEBT**

1.1 The Company acknowledges and agrees that it is indebted to the Debtholder in the amount of the Debt.

**2. ISSUANCE OF SHARES AND WARRANTS**

2.1 Subject to the terms and conditions of this Agreement, the Company agrees to issue to the Debtholder that number of Shares of the Company set out in Schedule "A" to this Agreement, at a deemed price of CAD \$0.05 per Share as full and final payment of the Debt, and the Debtholder agrees to convert the Debt into Shares at a deemed price of \$0.05 per Share and to accept the Shares as full and final payment of the Debt on the conditions set out in this Agreement.

2.2 Within ten (10) business days of receipt of the date of this Agreement, the Company will submit a treasury order to its transfer agent instructing the transfer agent to deliver the Shares, either by certificate or DRS, to the Debtholder in a timely fashion.

2.3 The Debtholder hereby agrees that, upon delivery of the DRS or Certificates by the Company in accordance with the provisions of this Agreement, the Debt will be fully satisfied and extinguished and the Debtholder will remise, release and forever discharge the Company and its directors, officers, employees, representatives and advisors from and against any and all claims, actions, obligations, and damages whatsoever which the Debtholder may have against any of them relating to the Debt. This release will be effective without the delivery of any further release or other documents by the Debtholder to the Company.

3. **REPAYMENT OF OUTSTANDING INTEREST**

3.1 The Debtholder hereby acknowledges that no interest exists in relation to the Debt.

4. **REPRESENTATIONS AND WARRANTIES OF THE CREDITOR**

4.1 The Debtholder represents, warrants and acknowledges to the Company that:

- (a) the Debtholder has due and sufficient power, capacity, right and authority to enter into this Agreement on the terms and conditions herein set forth and to perform and observe its covenants and obligations hereunder;
- (b) this Agreement constitutes a valid and binding obligation of the Debtholder enforceable in accordance with its terms, subject to the usual qualification as to enforceability being limited by bankruptcy and other laws effecting the enforcement of creditors rights generally, equitable remedies being discretionary remedies and rights to indemnification and contribution being limited by applicable laws;
- (c) the entering into of this Agreement and the debt settlement contemplated herein does not and will not result in a violation or breach of, or constitute a default under, or conflict with, any of the terms and provisions of any law, regulation, order or ruling applicable, or of any agreement, contract or indenture, written or oral, to which it is or may be a party or by which it is or may be bound, or of the Debtholder 's constituting documents or any resolutions of its directors or shareholders;
- (d) the Debt is legally and beneficially owned by the Debtholder, free and clear of all trade restrictions, liens, charges or encumbrances of any kind whatsoever;
- (e) the Debtholder has not conveyed, transferred or assigned any portion of the Debt to any third party, and has full right, power and authority to enter into this Agreement and to accept the Shares in full and final satisfaction of the Debt;
- (f) no third party has any right to payment of all of any portion of the Debt;
- (g) the Debtholder currently owns no common shares in the capital of the Company;
- (h) the Company is relying on an exemption from the prospectus requirement of applicable securities laws to permit the issuance of the Shares and/or Warrants pursuant to this Agreement;
- (i) the Debtholder will be the registered and beneficial owner of the Shares;

- (j) the Shares are not being acquired as a result of any material information that has not been generally disclosed to the public;
- (k) the Debtholder will seek its own independent legal advice as to any restrictions imposed by Applicable Securities Laws on the Debtholder respecting disposition of the Shares, the Warrants or the Warrant Shares; and
- (l) the release contained in §2.3 of this Agreement is fully enforceable by the Corporation against the Debtholder

**5. REPRESENTATIONS AND WARRANTIES OF THE COMPANY**

5.1 The Company represents, warrants and acknowledges to the Debtholder that:

- (a) the Company has due and sufficient power, capacity, right and authority to enter into this Agreement on the terms and conditions herein set forth and to perform and observe its covenants and obligations hereunder;
- (b) this Agreement constitutes a valid and binding obligation of the Company enforceable in accordance with its terms, subject to the usual qualification as to enforceability being limited by bankruptcy and other laws effecting the enforcement of creditors rights generally, equitable remedies being discretionary remedies and rights to indemnification and contribution being limited by applicable laws;
- (c) the entering into of this Agreement and the debt settlement contemplated herein does not and will not result in a violation or breach of, or constitute a default under, or conflict with, any of the terms and provisions of any law, regulation, order or ruling applicable, or of any agreement, contract or indenture, written or oral, to which it is or may be a party or by which it is or may be bound, or of the Company's constituting documents or any resolutions of its directors or shareholders; and
- (d) the Shares will, upon issuance and delivery, be validly issued and outstanding as fully paid and non-assessable common shares in the capital of the Company.

**6. LEGENDING OF SHARES**

The Debtholder acknowledges that the Shares will be subject to resale restrictions contained in the Applicable Securities Laws applicable to the Company and the Debtholder. The Debtholder will receive a certificate representing the Shares, bearing the following legend imprinted thereon:

"Unless permitted under securities legislation, the holder of this security must not trade the security before four months plus one day from the [Distribution Date as defined under National Instrument 45-102]".

**7. GENERAL PROVISIONS**

7.1 Time will be of the essence of this Agreement.

7.2 The Company and the Debtholder will execute such further assurances and other documents and instruments and will do such further and other things as may be necessary to implement and carry out the intent of this Agreement.

7.3 The provisions herein contained constitute the entire agreement between the parties and supersede all previous understandings, communications, representations and agreements, whether written or verbal, between the parties with respect to the subject matter of this Agreement.

7.4 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

7.5 This Agreement will enure to the benefit of and be binding upon each of the parties and their respective heirs, executors, administrators, successors and assigns, as the case may be.

7.6 All dollar amounts referred to in this Agreement and in Schedule "A" to this Agreement have been expressed in Canadian currency.

7.7 This Agreement may be signed in as many counterparts as may be necessary, each of which so signed will constitute one and the same document.

7.8 A facsimile or other electronic copy of this Agreement executed by all parties hereto in counterpart or otherwise, will be deemed to be a valid and binding agreement and accepted as an original Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the 18 day of August, 2016.

**NEWLOX GOLD VENTURES CORP.**

Per: [Signature] Accepted by Newlox Gold Ventures Corp.  
Authorized Signatory September 12, 2016

**WDM Chartered Accountants**

Per: [Signature] CIA  
Barry Watson, Authorized Signatory

[Large handwritten signature]

**SCHEDULE "A"**

**Issuance of Shares to Settle Debt  
pursuant to Debt Settlement Agreement between  
Newlox Gold Ventures Corp. and WDM Chartered Accountants**

<b>PRINCIPAL AMOUNT (CAD)</b>	<b>DEEMED PRICE OF SHARES</b>	<b>NUMBER OF SHARES TO BE ISSUED</b>
\$17,606.60	\$0.05	352,132

