

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 Listed Issuer: Cerro de Pasco Resources Inc. (the “Issuer”).

Trading Symbol: “CDPR”.

Date: December 6, 2018.

Is this an updating or amending Notice:  Yes  No

If yes provide date(s) of prior Notices: N/A.

Issued and Outstanding Securities of Issuer Prior to Issuance: 235,346,878

Date of News Release Announcing Private Placement: N/A.

Closing Market Price on Day Preceding the Issuance of the News Release: N/A.

**1. Private Placement**

**Debt Settlement**

The Issuer entered into a consultancy agreement with Capital Athea Ltd. (the “Consultant”) on October 29, 2018 for the provision of consultancy services relating to strategic business development activities for six months (renewable for another six months) (the “Consultancy Agreement”). In consideration for the consultancy services provided for in the Consultancy Agreement, the Issuer agreed to issue to the Consultant, each month the Consultancy Agreement is in force, 200,000 common shares of its capital (the “Common Shares”);

**Private Placement**

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	Describe relationship to Issuer (2)
Capital Athea Ltd. 512 Hall Street, Verdun, Qc H3E 1H3	200,000 shares	Approximately \$0.30 per share	N/A	NI 45-106 2.14	N/A	12/07/2018	Not related

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	Describe relationship to Issuer (2)
Represented by its President, Maurice Montpetit							

(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.

1. Total amount of funds to be raised: N/A.
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: 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. See enclosed.
5. Description of securities to be issued:
  - (a) Class: Common Shares.
  - (b) Number: 200,000
  - (d) Voting rights: One vote per Common Share.
6. Provide the following information if Warrants, (options) or other convertible securities are to be issued: N/A.
7. Provide the following information if debt securities are to be issued:
  - (a) Aggregate principal amount: N/A\_\_\_\_\_.

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- (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): N/A.
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. No.
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. No.
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 National Instrument 45-102.
- 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: N/A.
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: N/A.
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: N/A.
- (a) Total aggregate consideration in Canadian dollars: \_\_\_\_\_ .

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- (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). N/A.
- 5. Provide details of any appraisal or valuation of the subject of the acquisition known to management of the Issuer: N/A.
- 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: N/A.

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>
N/A						
N/A						

(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: 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 acquisition (including warrants, options, etc.): N/A.
  - (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.: \_\_\_\_\_.

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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. N/A.
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. N/A.

### 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 the Exchange 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 Exchange Requirements (as defined in CSE Policy 1).
4. All of the information in this Form 9 Notice of Issuance of Securities is true.

Dated December 6, 2018.

Guy Goulet, President & CEO



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## CONSULTANCY AGREEMENT

**BETWEEN :**

**Cerro de Pasco Resources Inc.**, a company duly incorporated under the laws of Québec, having a place of business at Unit 203, 22 Lafleur Ave, Saint-Sauveur, Québec, J0R 1R0, herein represented by its President and CEO, Guy Goulet, duly authorized.

(hereinafter referred to as the «Company»)

**AND :**

**Capital Athea Ltd**, a corporation duly incorporated according to the laws of Canada, having a place of business at 512 Hall St., Verdun, Québec H3E 1H3, represented by its President, Maurice Montpetit, duly authorized to act herein on behalf of the corporation;

(hereinafter referred to as the «Consultant»)

(the Company and the Consultant hereinafter referred to collectively as the «Parties» or individually as a «Party»)

### 1. PURPOSE OF THE AGREEMENT

1.1 The Company hereby agrees to engage the Consultant as consultant for strategic business development activities of the Company, and the Consultant hereby accepts such offer to act as a consultant and agrees to serve in such capacity, subject to the reasonable direction and control by the President and Chief Executive Officer of the Company, or such other committee or person to whom it may have delegated such powers. The Consultant agrees to perform the duties assigned by the Company, which may include the following:

- i. Providing advice regarding strategic / financial alternatives and implications with respect to financings;
- ii. Preparing valuation analysis and related matters based on detailed project model;
- iii. Determining list of potential investors / partners to approach;
- iv. Drafting marketing materials, including a Confidential Information Memorandum ("CIM"), as appropriate;
- v. Initiating contact with selected potential investors and coordinating meetings;
- vi. Managing the due diligence process;
- vii. Reviewing of the financing documentation and structure;
- viii. Preparing update materials for Board of Directors; and
- ix. Managing of all parties involved by acting as primary point of contact



- 1.2 The Consultant shall, during the Consultancy Period, use its best efforts to search and bring to the Company the best business opportunities. In carrying out these duties and responsibilities, the Consultant shall comply with all lawful and reasonable instructions as may be given by the President and Chief Executive Officer of the Company (or the person so authorized by the board of directors of the Company).
- 1.3 The Consultant acknowledges and agrees that the effective performance of the Consultant's duties requires the highest level of integrity and the Company's complete confidence in the Consultant's relationship with other personnel of the Company and with all persons dealt with by the Consultant in the course of the consultancy.
- 1.4 The Parties acknowledge and agree that the consultancy relationship will be governed by the standards and terms of the Company's policies, as they are established from time to time, and the Consultant agrees to comply with the rules, regulations, directions and policies that have or may hereafter be established by the Company so long as they are not inconsistent with any provisions of this Agreement

## **2. REMUNERATION OF CONSULTANT**

- 2.1 As compensation for its services hereunder, the Company agrees to issue, each month, 200,000 common shares of its capital to the Consultant, subject to prior approval of the Canadian Securities Exchange. The common shares will be issued within 10 days after receiving an invoice from the Consultant.

## **3. CONFIDENTIALITY**

- 3.1 The Consultant shall not disclose nor use or authorize anyone else to disclose or use during the term of this Agreement (and for a period of six months after the end of the term of this Agreement) any trade secrets or confidential information of The Company of which the Consultant becomes aware of during the term of this Agreement.

## **4. TERMINATION OF THE AGREEMENT**

- 4.1 The present agreement is for a term of six months, and renewable for another six months.
- 4.2 Notwithstanding the provisions of paragraph 4.1, each Party may terminate the Agreement upon a 30-day prior notice to the other Party.

## **5. APPLICABLE LAWS AND JURISDICTION**

- 5.1 The laws of Québec and Canada, where the latter is applicable, shall govern this Agreement.
- 5.2 In the case of any dispute relating to the present Agreement, the courts of the judicial district of Montreal shall have exclusive jurisdiction.

A handwritten signature in dark ink, followed by the initials 'P.F.' written below it.

6. **LANGUAGE**

6.1 The Parties have required that this agreement and all notices, deeds, documents, and other instruments to be given pursuant hereto be drawn in the English language. *Les Parties ont convenu que la présente convention et tous les avis, contrats, documents ou autres instruments donnés en vertu des présentes soient rédigés en langue anglaise.*

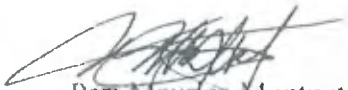
IN WITNESS WHEREOF, the Parties have executed this Agreement on October <sup>29<sup>th</sup></sup> ~~22~~ 2018. 

**CERRO DE PASCO RESOURCES INC.**



Per: Guy Goulet  
Title: President and CEO

**CAPITAL ATHEA LTD.**



Per: Maurice Montpetit  
Title: President