

## FORM 9 AMENDED

### **NOTICE OF ISSUANCE OR PROPOSED ISSUANCE OF LISTED SECURITIES**

**(or securities convertible or exchangeable into listed securities<sup>1</sup>)**

Name of Listed Issuer:

Symbol(s):

Cerro de Pasco Resources Inc. (the "Issuer").	CDRP
---	------

Date: May 14, 2019 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: 253,072,206.

#### **Pricing**

Date of news release announcing proposed issuance: N/A or

Date of confidential request for price protection: N/A

Closing Market Price on Day Preceding the news release: N/A or

Day preceding request for price protection: N/A

#### **Closing**

Number of securities to be issued: 200,000

Issued and outstanding securities following issuance: 253,272,206

#### **Instructions:**

1. For private placements (including debt settlement), complete tables 1A and 1B in Part 1 of this form.
2. Complete Table 1A – Summary for all purchasers, excluding those identified in Item 8.
3. Complete Table 1B – Related Persons only for Related Persons
4. If shares are being issued in connection with an acquisition (either as consideration or to raise funds for a cash acquisition) please proceed to Part 2 of this form.
5. 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 – Notice of Proposed Transaction
6. Post the completed Form 9 to the CSE website in accordance with *Policy 6 – Distributions*. In addition, the completed form must be delivered to [listings@thecse.com](mailto:listings@thecse.com) with an appendix that includes the information in Table 1B for ALL places.

**Part 1. Private Placement**

**Table 1A – Summary**

Each jurisdiction in which purchasers reside	Number of Purchasers	Price per Security	Total dollar value (CDN\$) raised in the jurisdiction
Quebec	1	\$0.315	\$63,000
Total number of purchasers:	1		
Total dollar value of distribution in all jurisdictions:			\$63,000

**Table 1B – Related Persons**

Full Name & Municipality of Residence of Placee	Number of Securities Purchased or to be Purchased	Purchase price per Security (CDN\$)	Conversion Price (if Applicable) (CDN\$)	Prospectus Exemption	Total Securities Previously Owned, Controlled or Directed	Payment Date(1)	Describe relationship to Issuer (2)

<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.

- Total amount of funds to be raised: N/A .
- 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 of the debt agreement(s) or and the agreement to exchange the debt for securities.

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"). These shares have been issued for the services provided for the month of February. (See enclosed)

5. Description of securities to be issued:

(a) Class Common Shares

(b) Number 200,000

(c) Price per security \$0.315

(d) Voting rights One vote per Common Share

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

(a) Number N/A

(b) Number of securities eligible to be purchased on exercise of warrants (or options) N/A

(c) Exercise price N/A

(d) Expiry date N/A

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, and 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 .
- (b) Cash N/A .
- (c) Securities N/A .
- (d) Other N/A .
- (e) Expiry date of any options, warrants etc. N/A .
- (f) Exercise price of any options, warrants etc. N/A .
9. State whether the sales agent, broker, dealer or N/A 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.  
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. No  
 \_\_\_\_\_  
 \_\_\_\_\_ .

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 Resale of Securities.

## Part 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: \_\_\_\_\_  
\_\_\_\_\_ .
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	Total Securities, Previously 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, and 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\_\_\_\_.
  - (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 Issuer has obtained the express written consent of each applicable individual to:
  - (a) the disclosure of their information to the Exchange pursuant to this Form or otherwise pursuant to this filing; and
  - (b) the collection, use and disclosure of their information by the Exchange in the manner and for the purposes described in Appendix A or as otherwise identified by the Exchange, from time to time
4. 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).
5. All of the information in this Form 9 Notice of Issuance of Securities is true.

Dated May 14, 2019

Guy Goulet

Name of Director or Senior  
Officer



Signature

President & CEO

Official Capacity

---

## Appendix A

### FORM 9 – NOTICE OF ISSUANCE OR PROPOSED ISSUANCE OF LISTED SECURITIES

September 2018  
Page 8



## **PERSONAL INFORMATION COLLECTION POLICY REGARDING FORM 9**

The Canadian Securities Exchange and its subsidiaries, affiliates, regulators and agents (collectively, “CSE or the “Exchange”) collect and use the information (which may include personal or other information) which has been provided in Form 9 for the following purposes:

- To determine whether an individual is suitable to be associated with a Listed Issuer;
- To determine whether an issuer is suitable for listing;
- To determine whether allowing an issuer to be listed or allowing an individual to be associated with a Listed Issuer could give rise to investor protection concerns or could bring the Exchange into disrepute;
- To conduct enforcement proceedings;
- To ensure compliance with Exchange Requirements and applicable securities legislation; and
- To fulfil the Exchange’s obligation to regulate its marketplace.

The CSE also collects information, including personal information, from other sources, including but not limited to securities regulatory authorities, law enforcement and self-regulatory authorities, regulation service providers and their subsidiaries, affiliates, regulators and agents. The Exchange may disclose personal information to these entities or otherwise as provided by law and they may use it for their own investigations.

The Exchange may use third parties to process information or provide other administrative services. Any third party will be obliged to adhere to the security and confidentiality provisions set out in this policy.

All personal information provided to or collected by or on behalf of The Exchange and that is retained by The Exchange is kept in a secure environment. Only those employees who need to know the information for the purposes listed above are permitted access to the information or any summary thereof. Employees are instructed to keep the information confidential at all times.

Information about you that is retained by the Exchange and that you have identified as inaccurate or obsolete will be corrected or removed.

If you wish to consult your file or have any questions about this policy or our practices, please write the Chief Privacy Officer, Canadian Securities Exchange, 220 Bay Street – 9th Floor, Toronto, ON, M5J 2W4.

## 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.

Handwritten signature and initials in the bottom right corner of the page.

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.*

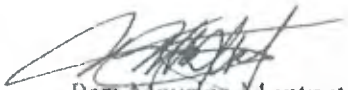
IN WITNESS WHEREOF, the Parties have executed this Agreement on October <sup>29<sup>th</sup></sup> ~~22~~ 2018. 

**CERRO DE PASCO RESOURCES INC.**



Per: Guy Goulet  
Title: President and CEO

**CAPITAL ATHEA LTD.**



Per: Maurice Montpetit  
Title: President