
SHARE PURCHASE AGREEMENT

THIS AGREEMENT dated for reference April 7, 2014

BETWEEN:

Newlox Gold Ventures Corp.
500-900 West Hastings St., Vancouver
BC Canada V6C 1E5

(the “Purchaser”)

Jeffrey Benavides Chaverri
Jessenia Porras Jimenez
Cuidadela Invu, Santa Ana, Casa #5, San Jose, Costa Rica, 10901

(the “Vendors”)

BACKGROUND

- A. The Vendors are the owners of 10 (ten) common and registered shares (the “Shares”) of one thousand colones each, face value, of the Costa Rican corporation ORO ROCA, S.A. (the “Company”) with corporate identification number 3 101 617363 (three — one hundred and one — six hundred seventeen thousand three hundred and sixty three). This constitutes one hundred percent of the stock capital of the Company. Each Vendor owns 50% of the Shares and together they own all (100%) shares of the Company.
- B. The Company is a Costa Rica based precious metals trading company specializing in trading of Gold, Silver and Platinum. The Company acquires its precious metals from various sources, including but not limited to artisan miners, recycling and private sellers. The Company focuses its business in Costa Rica, Panama, Nicaragua and other Latin American jurisdictions.
- C. The Vendors have agreed to sell, and the Purchaser has agreed to purchase, the Shares on the terms and conditions contained in this Agreement.

TERMS OF AGREEMENT

In consideration of the premises and the covenants and agreements contained in this Agreement, the parties agree with each other as follows:

1. Interpretation

1.1 Definitions

In this Agreement:

- (a) “Affiliate” has the meaning set out in the British Columbia *Business Corporations Act*;
- (b) “Agreement” means this agreement and all amendments made hereto by written agreement between the Vendors and the Purchaser;
- (c) “Business” means the business of the Company;
- (d) “Closing Date” means April 10, 2014 or such other date as may be mutually agreed upon in writing by the parties;
- (e) “Contracts” includes all contracts listed in Schedule 1 and all other contracts entered into by the Company in the ordinary course of business;
- (g) “Licenses and Permits” means the licenses and permits listed in Schedule 2;

(h) “Time of Closing” means 5 p.m. or earlier time on the Closing Date;

1.2 Headings

The division of this Agreement into Articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and sections are to Articles and sections of this Agreement.

1.3 Extended Meanings

In this Agreement words importing the singular number only shall include the plural and vice versa, wordings importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and companies.

1.4 Accounting Principles

Wherever in this Agreement reference is made to a calculation to be made in accordance with the international financial reporting standards, such reference shall be deemed to be to the international financial reporting standards from time to time approved by the Canadian Institute of Chartered Accountants, or any successor institute, applicable as at the date on which such calculation is made or required to be made in accordance with generally accepted accounting principles applied on a basis consistent with prior years.

1.5 Currency

All references to currency herein are to lawful money of Canada unless indicated otherwise.

2. Schedules

The following schedules are attached to and incorporated in this Agreement by reference and deemed to be part of this Agreement:

Schedule 1—Material Assets, Contracts and Agreements

Schedule 2—Licences and Permits

3. Purchased Shares and Purchase Price

- (a) Subject to the terms and conditions of this Agreement and based on the representations and warranties of the Vendors set forth in this Agreement, on the Closing Date the Vendors will sell, assign and transfer to the Purchaser and the Purchaser will purchase from the Vendors all (but not less than all) of the Share for a total purchase price of \$1,000,000 to be paid by issuing 20,000,000 common shares of the Purchaser (the “Purchase Price”) to the Vendors and the persons indicated by the Vendors.

4. Vendors’ Representations and Warranties

In order to induce the Purchaser to enter into and consummate this Agreement, the Vendors represent and warrant to the Purchaser as follows:

4.1 Corporate and Share Representations

- (a) The Company is a company duly incorporated, organized and subsisted under the law of Costa Rica, is not a reporting company and is in good standing with respect to the filing with the corporate registry of its jurisdiction.
- (b) The Company has the corporate power to own the assets owned by it and to carry on the Business.
- (d) The Shares are validly issued and outstanding as fully paid and non-assessable shares in the capital of the Company and the Company has no other shares issued or authorized to be issued.
- (e) The Vendors own the Shares as legal and beneficial owners, free and clear of all liens, claims, charges and encumbrances.

- (f) The Vendors have due and sufficient right and authority to enter into this Agreement on the terms and conditions set forth in this Agreement and to transfer the legal and beneficial title to and ownership of the Shares to the Purchaser, free and clear of all liens, claims, charges and encumbrances.
- (g) No person, firm or corporation has any agreement or option or any right capable at any time of becoming an agreement to:
 - (i) purchase or otherwise acquire the Shares or any of the unissued shares in the capital of the Company; or
 - (ii) require the Vendors to sell, transfer, assign, pledge, charge, mortgage or in any other way dispose of or encumber any of the Shares other than under this Agreement.

4.2 Financial and Tax Representations and Assumption of Liabilities

- (a) The Financial Statements of the Company for the period ending March 31, 2014 are true and accurate and disclose all liabilities of the Company.
- (b) There are no liabilities, contingent or otherwise, of the Company which are not disclosed or reflected in its financial statements and this agreement except those incurred in the ordinary course of business and the Company has not guaranteed, or agreed to guarantee, any debt, liability or other obligation of any person, firm or corporation.
- (c) The Company is not indebted to the Vendors or any affiliate, director, officer or employee of the Company except as disclosed in the financial statements of the Company.
- (d) Neither the Vendors nor any affiliate, officer, director or employee of the Company is now indebted or under obligation to the Company on any account.
- (e) No dividend or other distribution on any shares in the capital of the Company has been made, declared or authorized and the Company has neither purchased nor redeemed nor agreed to purchase or redeem any of the Shares.
- (f) No payment of any kind has been made or authorized by the Company since March 31, 2014 to or on behalf of the Vendors or to or on behalf of officers, directors or shareholders of the Company. Since March 31, 2014 the Company has not paid or agreed to pay any compensation, pension, bonus, share of profits or other benefit to, or for the benefit of, any employee, director or officer of the Company except in the ordinary course of business and has not increased or agreed to increase the compensation of any director, officer or management employee.
- (g) Since March 31, 2014:
 - (i) there has not been any material adverse change in the affairs, business, prospects, operations or condition of the Company, financial or otherwise, or any damage, loss or other material adverse change in circumstances affecting the affairs, business, prospects, operations or condition of the Company, the Business or assets or its right or capacity to carry on business;
 - (ii) the Company has not waived or surrendered any right of material value;
 - (iii) the Company has not discharged or satisfied or paid any lien, claim, charge, encumbrance or obligation or liability except in the ordinary course of business;
 - (iv) the Business has been carried on in the ordinary course; and
 - (v) no capital expenditures in excess of \$ 10,000 have been authorized or made.
- (h) The Company is the owner with good and marketable title, free and clear of all liens, charges, encumbrances and any other rights of others, of all assets shown or reflected in Schedule 2 – Material Assets, Contracts and Agreements.

- (i) All material transactions of the Company have been promptly and properly recorded or filed in or with its respective books and records. The records book of the Company contains records of all the meetings and proceedings of shareholders and directors of the Company.
- (m) The Company has not before the date of this Agreement:
 - (i) acquired any asset from a person with whom it was not dealing at arm's length; or
 - (ii) disposed of anything to a person with whom the Company was not dealing at arm's length for proceeds less than the fair market value.
- (n) The Vendors and the Company provided true and correct, true and complete information about the Company to RWE Growth Partners Inc. in relation to the Calculation Valuation Report prepared by RWE Growth Partners Inc. dated November 30, 2013.

4.3 Property Representations

- (a) The Company has good and marketable title to all its assets and in particular the assets described in Schedule 1, subject to no mortgage, pledge, deed of trust, lien, claim, encumbrance or charge and all of such assets are in good order and repair.
- (b) All equipment listed in Schedule 1 has been maintained in a manner recommended by the manufacturers and installers, and is in good operating condition and in a state of good maintenance and repair.
- (c) The Vendors do not own any assets which are used by the Company or are necessary or useful in the conduct of the Business.

4.4 Contractual Representations

- (a) The Contracts and the Licenses and Permits are all in good standing and in full force and effect and the Vendors are not aware of any default by the Company or the other party to any of the Contracts or Licenses and Permits.
- (b) The Company does not have any pension plan, profit sharing plan, bonus plan, group insurance or similar plan, or material contract, agreement, undertaking or arrangement, whether oral, written or implied, with employees, lessees, licensees, managers, accountants, suppliers, agents, distributors, officers, directors, lawyers or others, except as set out in Schedules 1, and 2.
- (c) The Company is not a party to any collective agreement with any labour union or other association of employees and no attempt has been made to organize or certify the employees of the Company as a bargaining unit.
- (d) The Company has no employees.
- (b) The directors and officers of the Company are:

Jeffrey Benavides Chaverri, director and president
Jessenia Porras Jimenez, director and Secretary
Wesley Rodriguez Gonzalez, director and Treasurer
Jose Manuel Chaves Ramirez, director Fiscal

4.5 General Vendors' Representations

- (a) There is no basis for and there is no action, suit, judgment, investigation or proceeding outstanding or pending or to the knowledge of the Vendors threatened against or affecting the Company.
- (b) The Company is not in breach of any law, ordinance, statute, regulation, bylaw, order, decree, covenant, restriction, plan or permit to which it is subject or which applies to it and the uses to which the assets of the Company have been put are not in breach of any law, ordinance, statute, regulation, bylaw, order, decree, covenant, restriction, plan or permit, including those regulating the discharge of material into the environment and the storage, treatment and disposal of waste or otherwise relating to the protection of the environment and the health and safety of persons. For greater certainty, the assets of the Company have not been used in a manner

which does or will give rise to any obligation of restoration or removal or any liability for the costs of restoration or removal or for the payment of damages to any third party. .

- (c) The Company has not experienced nor is it or the Vendors aware of any occurrence or event which has had, or might reasonably be expected to have, a materially adverse effect on the Business or the results of its operations.
- (e) Neither the making of this Agreement, the completion of the transactions contemplated by it, nor the performance of or compliance with its terms will violate the charter documents of the Company or any agreement to which the Vendors or the Company is a party and will not give any person or company any right to terminate or cancel any agreement or any right enjoyed by the Company and will not result in the creation or imposition of any lien, claim, encumbrance, charge or restriction of any nature in favour of a third party upon or against the assets of the Company or the Shares or the violation of any law or regulation of Canada or of any province or territory of Canada, any municipal bylaw, regulation or ordinance or any order or decree of any court or tribunal to which the Vendors or the Company is subject which could materially affect the Business or the Company or prevent the due and valid transfer of the Shares as provided in this Agreement.
- (g) As of the date of this Agreement, the Company maintains such insurance against loss or damage to its assets and with respect to public liability as is reasonably prudent for a company such as the Company.
- (h) Schedule 2 contains all Licenses and Permits required for carrying on the Business in the manner in which it has heretofore been carried on and all such Licenses and Permits are in good standing.

5. Purchaser's Representations and Warranties

5.1 The Purchaser represents and warrants that it has the full power and authority to enter into this agreement.

6. Vendors' Covenants

The Vendors covenant and agree with the Purchaser as follows:

6.1 Possession

The Vendors have delivered to the Purchaser possession of all books, records, book accounts, lists of suppliers and customers of the Company and all other documents, files, records and other data, financial or otherwise, relating to the Business and the assets of the Company.

6.2 Books and Records

At any time up to the Closing Date, the Vendors will permit the Purchaser, and its auditors, solicitors and other authorized persons, to make such investigation of the assets of the Company and of its financial and legal condition as the Purchaser deems necessary or advisable to familiarize itself with such assets and other matters and to have full access to the Business premises and to all records, documents and other information related to the Business and the Company, including all working papers (internal and external) and details of accounts and inventories prepared, obtained or used in connection with the preparation of the Financial Statements.

6.3 Interim Management—Positive Covenants

From the date of this Agreement to the Closing Date, the Vendors will cause the Company to:

- (a) carry on the Business in the ordinary course, in a prudent, businesslike and efficient manner.;
- (b) maintain insurance on the assets of the Company as they are insured on the date of this Agreement;
- (c) use all reasonable efforts to preserve and maintain the goodwill of the Business; and
- (d) do all necessary repairs and maintenance to the assets of the Company and take reasonable care to protect and safeguard those assets.

6.4 Interim Management—Negative Covenants

From the date of this Agreement to the Closing Date, the Vendors will not permit the Company, without the prior consent in writing of the Purchaser to:

- (a) purchase or sell, consume or otherwise dispose of any of its assets except in the ordinary course of business;
- (b) enter into any contract or assume or incur any liability except in the ordinary course of business and which is not material;
- (c) settle any account receivable of a material nature at less than face value net of the reserve for that account;
- (d) waive or surrender any material right;
- (e) discharge, satisfy or pay any mortgage, pledge, deed of trust, lien, claim, encumbrance, charge, obligation or liability except in the ordinary course of business; or
- (f) make any capital expenditure or commitment for any capital expenditure.

7. Purchaser's Covenant

7.2 The Purchaser will appoint Jeffrey Benavides Chaverri to its board of directors in accordance with the articles of the Purchaser.

8. Purchaser's Conditions of Closing

8.1 The obligations of the Purchaser under this Agreement are subject to the following conditions for the exclusive benefit of the Purchaser being fulfilled in all material respects in the reasonable opinion of the Purchaser at the Time of Closing or waived by the Purchaser at or before the Time of Closing or agreed by the Vendors and the Purchaser to be indemnified for by the Vendors:

- (a) the representations and warranties of the Vendors contained in this Agreement will be true and correct on and as of the Closing Date;
- (b) the Vendors will have complied with all terms, covenants and agreements in this Agreement agreed to be performed or caused to be performed by it on or before the Closing Date;
- (c) no material loss or destruction of or damage to any of the assets of the Company will have occurred between the date of this Agreement and the Time of Closing;
- (d) no action or proceeding against the Company or the Vendors will be pending or threatened by any person, company, firm, governmental authority, regulatory body or agency to enjoin or prohibit:
 - (i) the purchase and sale of the Shares contemplated by this Agreement or the right of the Purchaser to own the Shares; or
 - (ii) the right of the Company to conduct its operations and carry on the Business in the ordinary course as the Business and its operations have been carried on in the past;
- (e) all necessary steps and proceedings will have been taken to permit the Shares to be duly and regularly transferred to and registered in the name of the Purchaser.

8.2 If any of the conditions in section 8.1 are not fulfilled or waived or indemnified for, the Purchaser on the Closing Date may rescind this Agreement by notice in writing to the Vendors. In such event, the Purchaser shall be released from all obligations under this Agreement, and the Vendors will also be released unless the Vendors were reasonably capable of causing such condition or conditions to be fulfilled or the Vendors have breached any of its representations, warranties, covenants or agreements in this Agreement.

8.3 The conditions in section 8.1 may be waived in whole or in part without prejudice to any right of rescission or any other right in the event of the non-fulfillment of any other condition or conditions. A waiver will be binding only if it is in writing.

9. Vendors' Conditions of Closing

- 9.1 The obligations of the Vendors under this Agreement are subject to the following conditions for the exclusive benefit of the Vendors being fulfilled in all material respects in the reasonable opinion of the Vendors at the Time of Closing or waived by the Vendors at or before the Time of Closing or agreed by the Purchaser and the Vendors to be indemnified for by the Purchaser:
- (a) the representations and warranties of the Purchaser contained in the Agreement will be true and correct on and as of the Closing Date; and
 - (b) the Purchaser will have complied with all terms, covenants and agreements in this Agreement agreed to be performed or caused to be performed by it on or before the Closing Date.
- 9.2 If any of the conditions in section 9.1 are not fulfilled or waived or indemnified for, the Vendors on the Closing Date may rescind this Agreement by notice in writing to the Purchaser. In such event, the Vendors shall be released from all obligations under this Agreement, and the Purchaser will also be released unless the Purchaser was reasonably capable of causing such condition or conditions to be fulfilled or the Purchaser has breached any of its representations, warranties, covenants or agreements in this Agreement.
- 9.3 The conditions in section 9.1 may be waived in whole or in part without prejudice to any right of rescission or any other right in the event of non-fulfillment of any other condition or conditions. A waiver will be binding only if it is in writing.

10. Closing Arrangements

10.1 Closing

The parties will close the purchase and sale and the other transactions contemplated by this Agreement (the "Closing") before 5 p.m. on the Closing Date or such earlier or later date as the parties may agree in writing.

10.2 Vendors' Closing Documents

At the Closing, the Vendors will tender to the Purchaser:

- (a) certified copies of resolutions of the directors of the Company in form satisfactory to the Purchaser, acting reasonably, authorizing the transfer of the Shares to and registration of the Shares in the name of the Purchaser and issue of new share certificates representing the Shares in the name of the Purchaser;
- (b) share certificates in the name of the Vendors representing the Shares duly endorsed for transfer and duly executed share certificates representing the Shares in the name of the Purchaser; and
- (c) all corporate records and books of account of the Company including minute books, share registers and annual reports.

10.3 Purchaser's Closing Documents

At the Closing, the Purchaser will tender to the Vendors:

- a) copies of direct registration statements confirming the issuance of 20,000,000 common shares of the Purchaser to the Vendors and the persons indicated by the Vendors.

11. General

11.1 Reliance

The Vendors acknowledge and agree that the Purchaser has entered into this Agreement relying on the representations, warranties, covenants and agreements and other terms and conditions of this Agreement and that no information which is now known, which may become known or which could upon investigation have become known to the Purchaser or any of its present or future officers, directors or professional advisors in any way limits or extinguishes any rights the Purchaser may have against the Vendors, including without limitation, any right to indemnity under section 11.3 of this Agreement.

11.2 Survival of Vendors' Representations

The representations, warranties, covenants and agreements of the Vendors contained in this Agreement and in any document or certificate given under this Agreement will survive the closing of the transactions contemplated by this Agreement and remain in full force and effect notwithstanding any waiver by the Purchaser unless such waiver was made after notice in writing by the Vendors to the Purchaser setting forth the breach.

11.3 Indemnification by the Vendors

The Vendors covenant and agree to indemnify and save harmless the Purchaser from any loss, damage, liability, cost and expense (including without limitation any tax liability) suffered by the Purchaser directly or indirectly as a result of or arising out of any breach of representation, warranty, covenant or agreement of the Vendors contained in this Agreement, or any document or certificate delivered under this Agreement.

11.4 Survival of Purchaser's Representations

The representations, warranties, covenants and agreements of the Purchaser contained in this Agreement and in any document or certificate given under this Agreement survive the closing of the transactions contemplated by this Agreement and remain in full force and effect notwithstanding any waiver by the Vendors unless such waiver was made after notice in writing by the Purchaser to the Vendors setting forth the breach.

11.5 Indemnification by the Purchaser

The Purchaser covenants and agrees to indemnify and save harmless the Vendors from any loss, damage, liability, cost and expense (including without limitation any tax liability) suffered by the Vendors directly or indirectly as a result of or arising out of any breach of representation, warranty, covenant or agreement of the Purchaser contained or arising from this Agreement, the Purchaser's Closing Certificate or any document or certificate delivered under this Agreement.

11.6 Commissions, Legal Fees

Each of the parties will bear the fees and disbursements of the respective lawyers, accountants and consultants engaged by them respectively in connection with this Agreement and will not cause or permit any such fees or disbursements to be charged to the Company before the Closing Date.

11.7 Notices

Any notice, direction or other instrument required or permitted to be given under this Agreement will be in writing and may be given by mailing the same postage prepaid or delivering the same addressed as follows:

To the Vendors: Cuidadela Invu, Santa Ana, Casa #5, San Jose, Costa Rica, 10901

To the Purchaser: 500-900 West Hastings St., Vancouver, BC Canada V6C 1E5
Attention: Donald Gordon

or to such other address as a party may specify by notice and shall be deemed to have been received, if delivered, on the date of delivery if it is a business day and otherwise on the next succeeding business day and, if mailed, on the fifth business day following the posting of the notice except if there is a postal dispute, in which case all communications shall be delivered.

11.8 Time of Essence

Time is of the essence of this Agreement.

11.9 Further Assurances

Each of the parties will execute and deliver such further documents and instruments and do such acts and things as may, before or after the Closing Date, be reasonably required by another party to carry out the intent and meaning of this Agreement and to assure to the Purchaser the Shares.

11.10 Governing Law

This Agreement will be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the Province of British Columbia and the federal law of Canada. The courts located in the Province of British Columbia shall have exclusive jurisdiction over disputes that may arise from this agreement.

11.11 Entire Agreement

This Agreement contains the whole agreement between the Vendors and the Purchaser pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions between the parties and there are no representations, warranties, covenants, conditions or other terms other than expressly contained in this Agreement.

11.12 Assignment

This Agreement may not be assigned by any party without the prior written consent of the other party, which consent may be arbitrarily withheld.

11.13 Benefit and Binding Nature of the Agreement

This Agreement enures to the benefit of and is binding upon the parties and their respective successors and permitted assigns.

11.14 Independent Legal Advice

The parties acknowledge that they have been advised to seek independent legal advice before executing this Agreement, and that they either sought and received such advice or have waived the right to do so. The parties affirm that they entered into this Agreement of their own free will.

11.15 Public Disclosure

The Vendors acknowledge and agree to the public disclosure of this Agreement pursuant to the securities, laws and regulations and the policies of the Canadian Securities Exchange applicable to the Purchaser.

11.16 Amendments and Waiver

No modification of or amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both of the parties and no waiver of any breach of any term or provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same, and unless otherwise provided, will be limited to the specific breach waived.

11.17 Execution

This agreement may be executed in counter-parts and delivered by fax or e-mail.

AS EVIDENCE OF THEIR AGREEMENT the parties have executed this Agreement as of the date and year first above written.

“Jeffrey Benavides Chaverri”
Jeffrey Benavides Chaverri

“Jessenia Porras Jimenez”
Jessenia Porras Jimenez

NEWLOX GOLD VENTURES CORP.

“Donald Gordon”
Director, President
Authorized Signatory

SCHEDULE 1
Material Assets, Contracts and Agreements

| Assets | Approximate Value |
|---------------------------------------|--------------------------|
| Cash and Equivalents | \$132,719 |
| Gold and Equivalents | \$66,641 |
| Vehicles | \$35,088 |
| Office Furniture and Equipment | \$2,361 |
| Computer Hardware and Software | \$5,072 |
| Trading Facilities | \$51,339 |
| Processing Facilities | \$74,265 |
| Equipment | \$36,091 |
| Tools | \$3,772 |

Insurance Policy
Trading Facility Rental Agreement
Processing Property Rental Agreement
Office Rental Agreement

SCHEDULE 2

Licenses and Permits

Trading Patent No. CT-03547-Q1Q3V2
Export Permit