

Auxico Resources Canada Inc.

**TECHNICAL REPORT ON THE
ZAMORA SILVER-GOLD PROPERTY
SINALOA, MEXICO**

NI 43-101 REPORT



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I EXECUTIVE SUMMARY

The Zamora Silver-Gold Property (“Zamora”), according to historical records is characterized by fifteen mines/prospects, fourteen of which were visited by the author of this report, and one, the Aguamas Mine which has not yet been located. All of the mines and/or prospects which will be described in this report have varying degrees of exploration, development and production. One of the properties which is mentioned in different parts of the report is referred to as La Franca which Auxico Resources Canada Inc. (“Auxico”) does not have title to. La Franca was visited and sampled by the author even though it does not belong to Auxico Resources Canada Inc. and the reason being is that it lies within the Campanillas Claim and contains a high-grade sample of silver and gold (Sample no. B00127720, 1.72 kg/t Ag, 12.96 g/t Au). Table 1 below shows the various mines and/or prospects described in this report and are listed from north to south. Another historical mine called Don Ignacio was also located and is located just 100m north of the northeast boundary line, and just north of Chico Pico and La Tahuanita.

According to all available data, there has never been a milling operation or concentrating plant on this property; the ore was so rich that it was direct shipping ore to the La Minita plant located approximately 25 km from Zamora . During the 2014 exploration campaign the author of this technical report, along with Antonio B. Flores Martinez, Eng., had the opportunity to sample eight out of the fifteen historical mines/prospects. This exploration program confirmed the high-grade nature of certain areas of the Property where silver samples as high as 14.4 kg/t (see DST Report dated June 19th, 2014) were returned. This particular sample of 14.4 kg/t Silver was randomly selected from a stockpile just outside the portal at the Campanillas Mine (Campanillas) when the exploration activities actually commenced.



No.	Mine/Prospect	Best Sample (2014)	Best Historic Sample	Comments	Description
1	La Franca	1.72 kg/t Ag, 12.96 g/t Au	2.08 kg/t Ag, 7.0 g/t Au	Not part of Auxico's Claims	Mine
2	Campanillas	14.56 kg/t Ag, 15.53 g/t Au	970 g/t Ag, 3.0 g/t Au	625m southwest of La Franca	Mine
3	El Triunfo	286 g/t Ag, 2.54 g/t Au	970 g/t Ag, 8.4 g/t Au		Mine
4	Periguete	5 g/t Ag, 0.01 g/t Au	NA	Did not locate the shaft, extensive propylitic alteration	Shaft not exposed
5	El Nazareno	9.65 g/t Ag, 0.03 g/t Au	193.3 g/t Ag, nil Au		Mine
6	Las Jarillas	15.59 g/t Ag, 0.07 g/t Au	231.5 g/t Ag, 1.4 g/t Au	N-S structure, intense Silicification	Mine
7	La Tahuanita	Not sampled	NA	Intense shearing, gossaned	Showing
8	Chico Pico	429.09 g/t Ag, 0.12 g/t Au	NA	Vuggy Quartz, breccia	Prospect Pit
9	Aguamas	Not explored	NA	None	none
10	La India	Not sampled	NA	Adit	Adit
11	Los Obotel – 17m level	Not sampled	799 g/t Ag, 4.6 g/t Au	Collapsed pit? N-S Vein	Pit
12	Los Olotes- Surface	46.42 g/t Ag, 0.24 g/t Au	NA	Adit/Decline, caved in after 5 m	Mine
	Los Olotes - 17m level	NA	3.15 kg/t Ag, 13.4 g/t Au (Weighted Ave. East Vein 123.21 g/t Ag, 0.58 g/t Au) (Weighted Ave. West Vein 152.08 g/t Ag, 0.88 g/t Au) (Weighted Ave. Zamora Vein 475 g/t Ag, 3.36 g/t Au)	Zamora Vein Los Olotes Vein Los Olotes Vein Zamora Vein	17m level – Mine
	Los Olotes – 23m level	NA	6.57 kg/t Ag, 44.0 g/t Au (Weighted Ave. 797 g/t Ag, 6.14 g/t Au)	Zamora Vein	23m level - Mine
13	La Camichina – 17m level	Not sampled	5.1 kg/t Ag, 23.5 g/t Au (Weighted Ave. 609.2 g/t Ag, 3.1 g/t Au)	Zamora Vein Vertical Shaft	17m level - Mine
14	Rosa Maria	located	NA	None	None
15	Trincan	located	NA	None	None
16	Juntas	Not Located Yes	NA	None	None
17	Don Ignacio	Located	NA	100m north of property line	None

Table 1: Mines/Prospects/Showings



The Property is comprised of five individual lots measuring a total of 3,376.6265 Hectares or 8,343.6441 Acres. A legal description of the lots is shown in Table 2 below and can also be found in Appendix 1. All of the taxes for Zamora have been paid to December 31, 2016 and the tax reports can be found in Appendix 9: Tax Reports. A Title Opinion is provided in Appendix 8: Title Opinion, and was prepared and signed off by Auxico’s lawyer Abraham Urias, of Urias Romero Y Asociados S.C., located at Av. Carlos Canseco NO.6052, Interior 215, Marina Mazatlan, C.P. 82103, Mazatlan, Mexico, which is also the head office for Auxico Resources S.A. de C.V., a wholly-owned subsidiary of Auxico Resources Canada Inc.

<i>Lot Name</i>	<i>Concession Number</i>	<i>Area (He)</i>	<i>Taxes Owning (Pesos/USD)</i>
<i>Campanillas</i>	224618	105.6427	0
<i>Chio</i>	227400	92.1787	0
<i>Gaby</i>	277399	80.0000	0
<i>San Filipe</i>	224654	100.0000	0
<i>Zamora</i>	225182	2998.8051	0
Total		3376.6265	0

Table 2: Legal Description of the Claims

The Los Olotes workings at Zamora, according to the work performed by the Consejo de Recursos Minerales (CRM, Mexican Mineral Resource Board) now referred to as the Servicio Geologico Mexicano (SRM, Geological Services of Mexico) , was supervised by Mr. Martinez in 1982 and according to the information provided in his report and verified by the author, contains a historical, non-compliant NI 43-101 resource of 34,645 tons of 12.87 g/t Gold and 1.52 kg/t Silver (Report on Exploration Work Carried out in the Zamora Silver Mine District, 1982). The author has not been able to verify the historical resource and access to the underground workings at Los Olotes due to the portal and the ramp to Los Olotes having collapsed and the vertical shaft at La Camichina being flooded at approximately 8m below the surface.

The remaining infrastructure at La Camichina and Los Olotes were partially restored in 1981 and 1982 by the CRM in order to evaluate the mineral potential of the Zamora structure, in particular at the Los Olotes Mine, about 115m from the La Camachina vertical shaft. This mineralized structure, or what is referred to as the Zamora Vein runs through La Camichina and Los Olotes. The CRM conducted this work in order to promote the property and attract investors or mining companies with the intention of restoring the mine workings and bringing it back into small scale commercial production. During this campaign, the main shaft was restored with reinforced concrete, a steel headframe was build on top of a reinforced concrete foundation, over 100 metres of drifts were developed and over 250 metres of crosscuts and drifts were restored and/or cleaned up. In all, the Zamora prospect is host to over 400 metres of mapped underground workings; additional drifts are known to exist but, to this date, have not been mapped or documented to any degree.



The two major ore bodies are defined as “La Camichina” which was intensely mined and is characterized by the Zamora Vein, and the “Los Olotes” zone which is formed by the intersection of two vein structures, Los Olotes and Zamora, and represents the main exploration and development focus due to its high-grade ore pockets. Los Olotes appears to be oriented more north-south (NS) than the Zamora Vein which has a northeast-southwest (NE-SW) trend. It is believed that this ore still exists at Los Olotes and was not mined out. The two vein structures are separated by a crosscut which runs from La Camichina to Los Olotes, approximately 115 metres apart (see Figure 1).

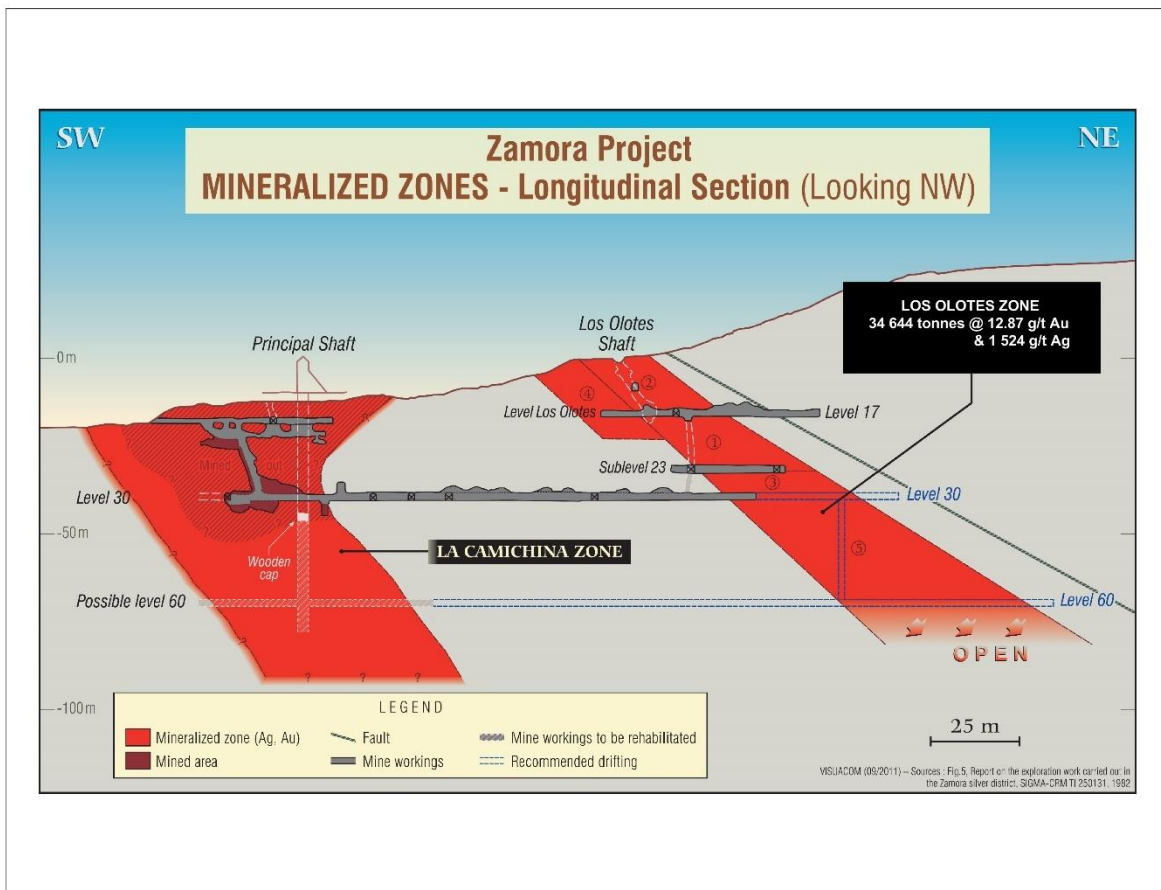


Figure 1: Cross Section through La Camichina & Los Olotes

The area between la Camichina and Los Olotes is represented by low grade material according to historical records. Figure 2 which represents the 17m level at Los Olotes shows the degree of sampling that was initiated by the CRM as well as the high-grade nature of the silver and gold mineralization. It should also be noted, according to Mr. Martinez (personal communication) that only the vein material was channel sampled, not the hanging wall or foot wall, which later on in



the report describes the volcanic breccia and stockwork zones adjacent to all of the quartz veins identified on the property during the 2014 campaign. It is in this material where most of the higher grade samples were discovered. Samples were channeled every meter along the drift. Figure 3 represents the 23m level at Los Olotes and shows some very high-grade silver and gold values. Figure 4 shows the La Camichina 17m level which has reported values of up to 5.1 kg/t Ag and 23.5 g/t Au over 0.80m.



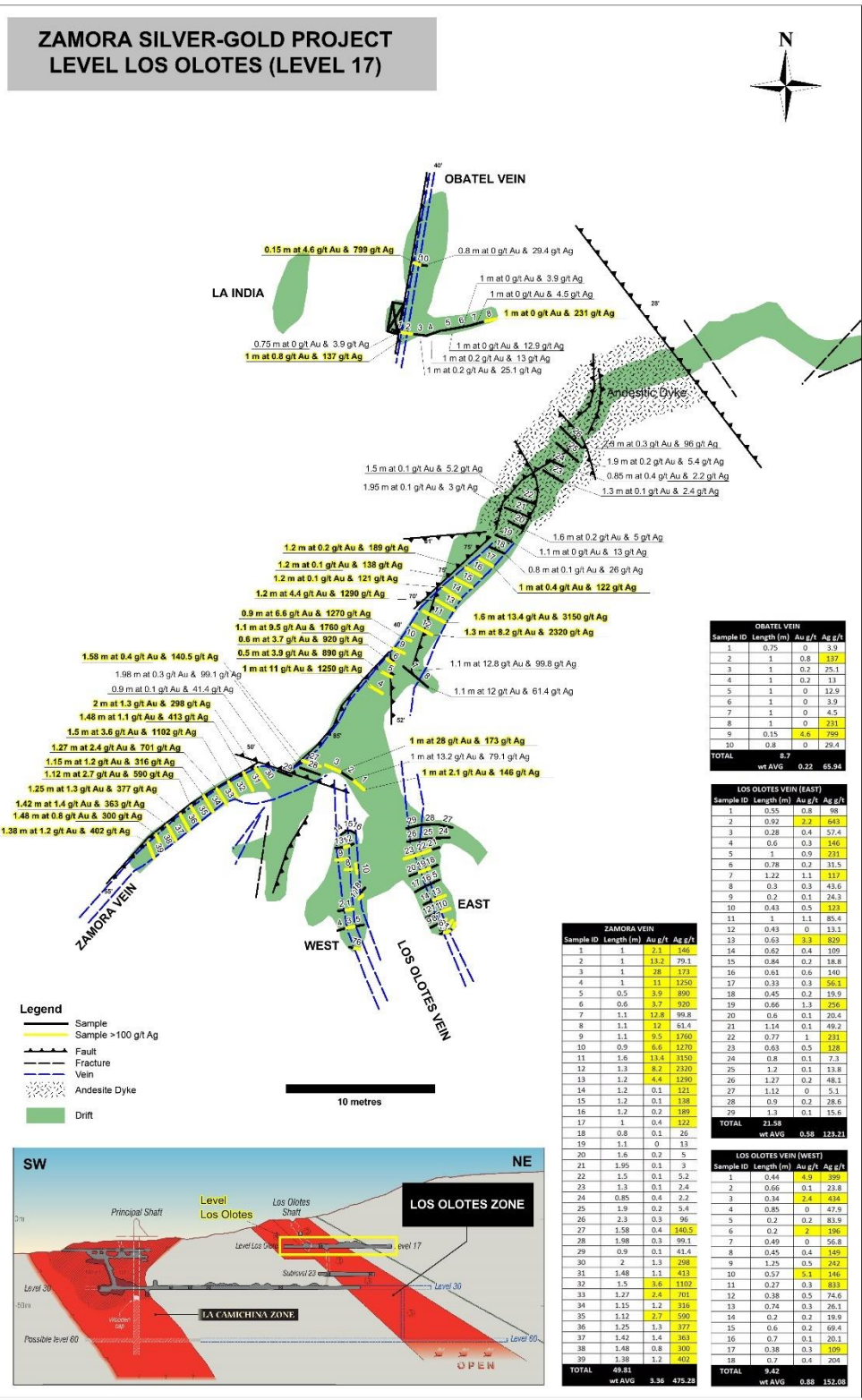


Figure 2: Los Olotos, level 17m



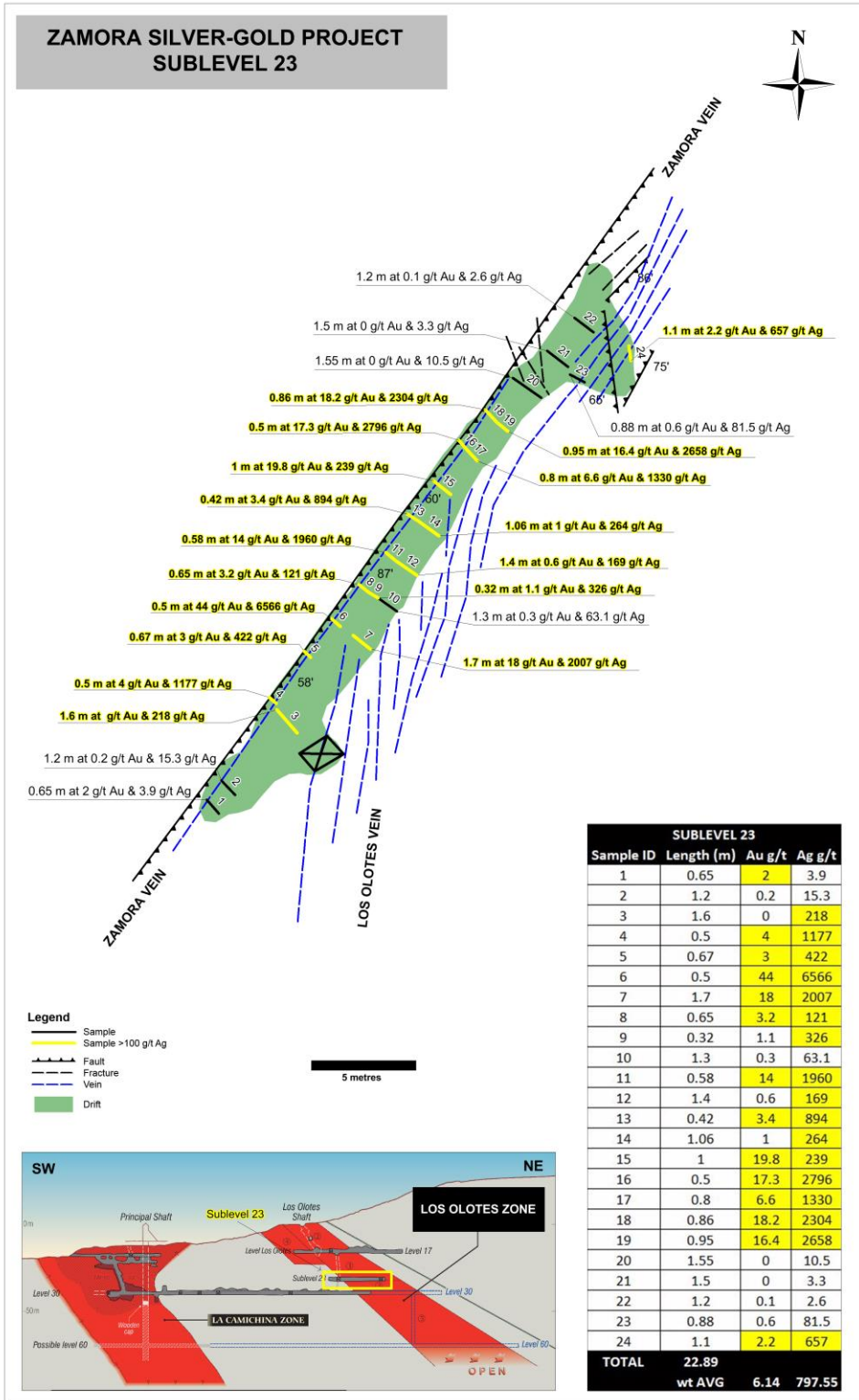


Figure 3: Los Olotos 23m level



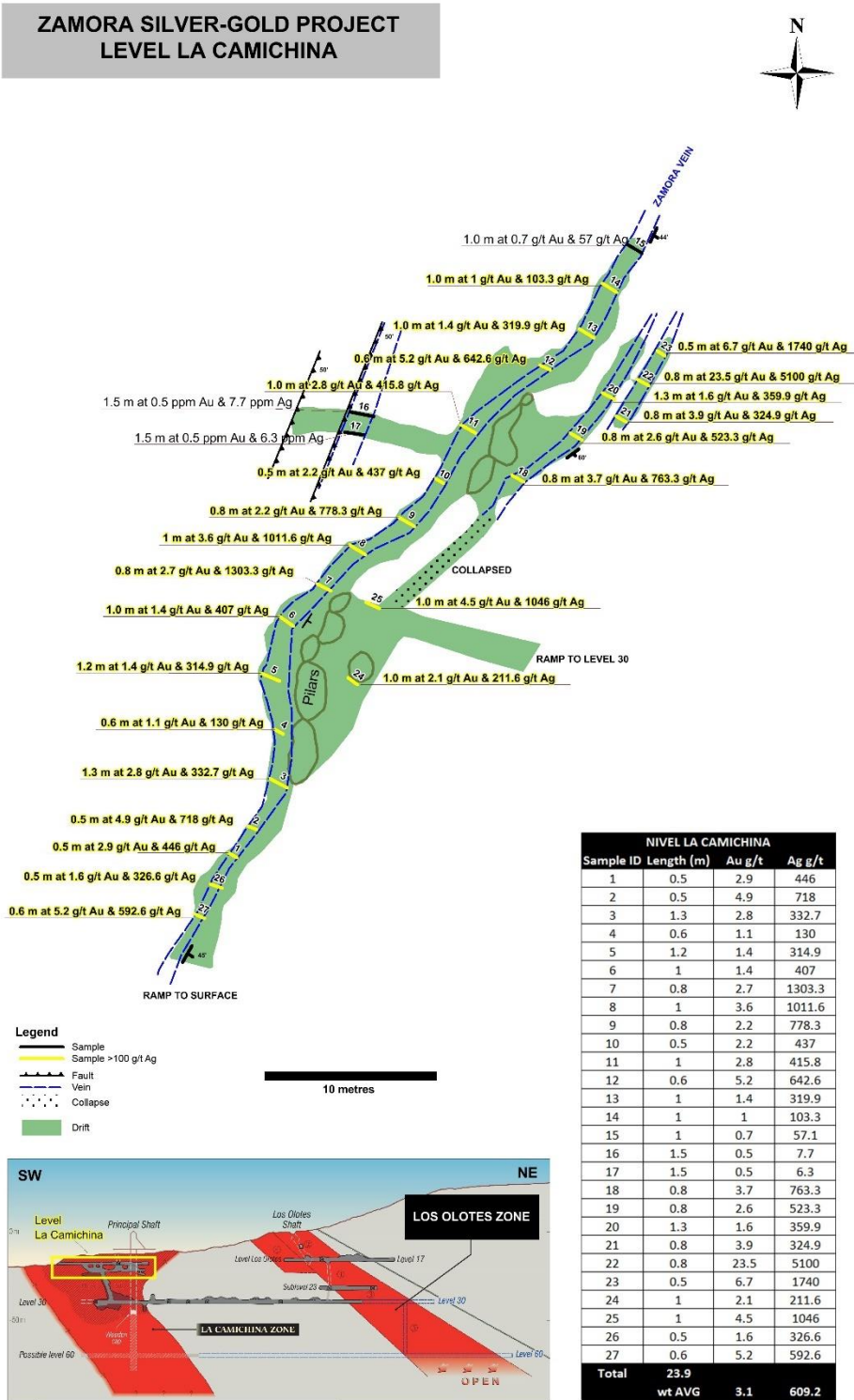


Figure 4: La Camichina 17m level



The sampling campaign of 2014 in different areas of the property validated the high-grade nature for the occurrence of some rather high silver and gold values which can be expected to occur at Los Olotes, and this confirms the chances of establishing a high-grade resource in that particular mine. The sixteen mines/prospects occur over a distance of 10 km x 5 km and the exploration program of 2014 has identified what is believed to be a low-sulphidation epithermal system for most of the property which displays intense hydrothermal alteration patterns in every one of the historic mines visited, and sampled. At the Chico Pico prospect however, vuggy quartz displaying sponge-like features indicating highly acidic hydrothermal solutions would indicate a high-sulphidation epithermal system. The different Epithermal types of deposits are provided below in Figure 5: Geological Models.

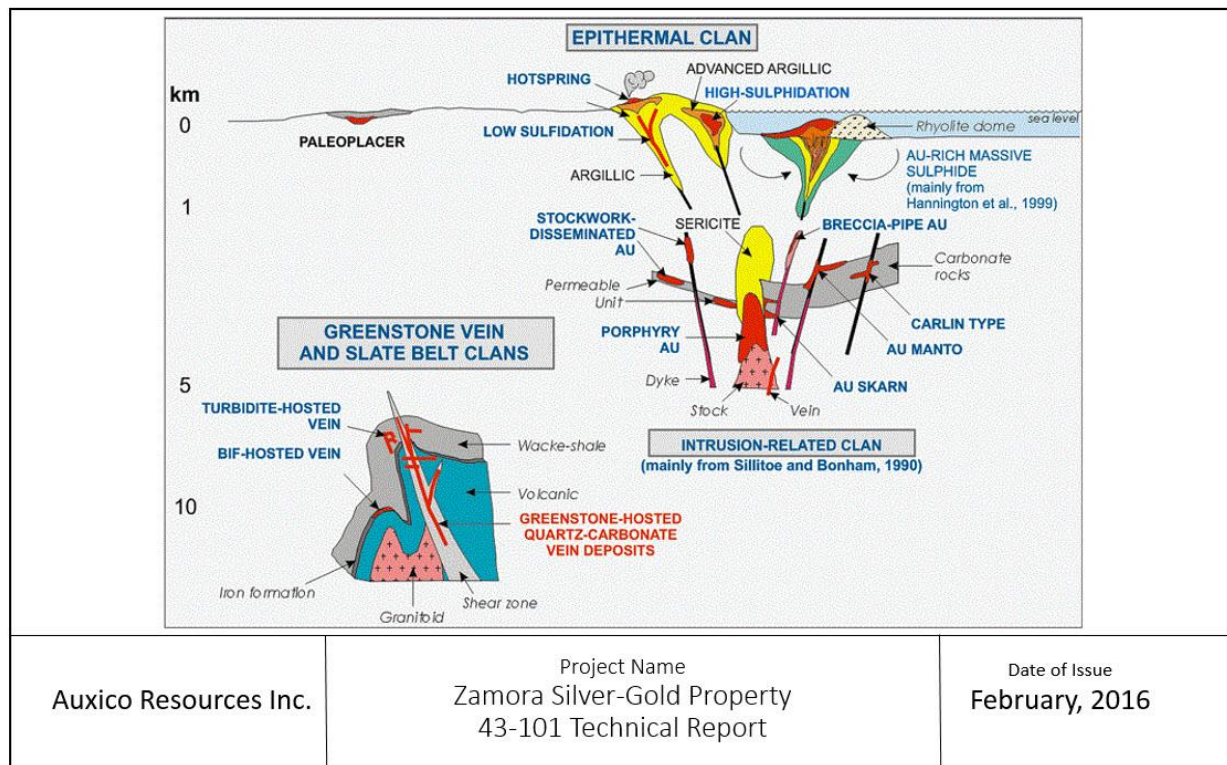


Figure 5: Geological Models

The author of this NI 43-101 Technical Report personally carried out all of the exploration work and sampling in 2014 at Zamora and acts as an independent consultant for Auxico Resources Inc.

The Zamora Project contains fifteen historical mines and/or prospects, not including the La Franca mine, and there has never been a concentrating plant on this property; the ore was so rich that it was direct shipping ore. During the 2014 exploration campaign the author had the



opportunity to sample eight out of the sixteen historical mines and/or prospects. This exploration program confirmed the high-grade of the nature of the stockwork zone on the property where one sample from the stockpile at Campanillas returned the following assays from two independent laboratories, SGS (sample number B00127713) and Dundee Sustainable Technologies (DST, sample number B00127713):

<i>Sample Number</i>	Silver Assay	Gold Assay	Laboratory
<i>B00127713</i>	14.56 kg/t	15.53 g/t	SGS
<i>B00127713</i>	14.40 kg/t	19.50 g/t	DST

Table 3: Assay Result from Campanillas

The Los Olotes workings at Zamora, according to the work performed by the CRM contains a historic and non-compliant NI 43-101 resource of 34,645 tons of 12.87 g/t Gold and 1.52 kg/t Silver forms close to surface and is projected down to the 120m level. While the author has not been able to validate the underground workings yet at Los Olotes, the sampling of the 2014 campaign validated the high-grade nature of at least two of the mines, those being Campanillas and La Franca. Overall it confirms the possibility of a high-grade occurrence within Los Olotes and other areas on the property, most of this based on the work performed by the CRM in 1982.

The occurrence of 16 mines and/or prospects occur over a distance of 10 km x 5 km and the exploration program of 2014 has identified an epithermal system with intense hydrothermal activity, and it has the potential to encompass a deposit of considerable size containing silver and gold.

The author planned and carried out all of the exploration work and sampling last year on Zamora as an independent consultant for Auxico Resources Canada Inc. as defined by NI 43-101.

Mining District Potential: Based on the work completed to date, sixteen historic mines, prospects, or showings including newly discovered areas displaying mineralization, quartz veins, and alteration demonstrate that a massive hydrothermal system trending in a N-S direction intersecting NE-SW structures is present within the claim boundaries and covers an area of interest of at approximately eight square kilometers. This has never been demonstrated before as there is no documentation on any exploration activities on Zamora, and work done in the past only showed the presence of mostly NE-SW vein systems. At the Campanillas Mine the best sample thus far returned 14.4 kg/t Ag and 19.5 g/t Au providing evidence for the presence of very high-grade ore shoots within the system. Based on the field evidence which demonstrates that 90-95% of the mineralized zones line up it could be demonstrated that a potential exists for the discovery of a deposit with considerable dimensions, and taking into account that if the area between Los Olotes and Campanillas can prove its continuity then the tonnage potential could



increase exponentially. The distance between Los Olotes and Campanillas represents a strike length of almost 7km.

Also, at Los Olotes, the 1982 work done by the CRM at Zamora which was supervised by Auxico's Mexican consultant Antonio Bonifacio Flores Martinez (Camichina and Los Olotes) demonstrates a possible resource of around 36,000 tons of high-grade silver grading 1.52 kg/t (~\$800/t ore) and 12.87 g/t Au (~\$480/t ore) located from surface to the 120m level. Access to Los Olotes would either be via a ramp or to use the existing infrastructure at La Camichina and utilize the vertical shaft, descending to the 30m level, then finally accessing Los Olotes via the existing crosscut which goes for about 115m.

Concentrate & Direct Shipping Ore: Initial results from DST show that a concentrate of up to 30:1 can be achieved even on the low-grade material. There is also another mill called La Minita within a one hour drive from the Property where some initial tests have yielded positive results. La Minita was the original mill that was used to treat ore from Zamora and could be used again.

Four additional historic mines: Just south of Camichina and Los Olotes the reports and maps provide the location of three historic mines, Rosa Maria, Juntas, and Trincan. Rosa Maria is located on a N-S structure and is just south of Camichina therefore representing a priority target. To the west is situated the Aguamas mine. The next phase of work will include prospecting these areas and locate all of these additional mines.



1.1 Location and Access

The Zamora Prospect is located 85 km southeast of the city of Culiacan and some 9 km northeast of the village of El Espinal, from which the property is easily accessible year round via gravel roads. Historical underground workings date back to the 1800's, where an undetermined amount of ore was mined following the main vein structures. La Camichina and Los Olotes can be accessed by taking a secondary gravel road north for about 15 km from El Espinal which goes through the Los Mecates ranch. There is another secondary gravel road which connects from the Los Mecates ranch with highway No. 15, near the Las Tinias ranch (Figure 6).

The northern part of the claims can also be accessed from taking highway No. 15 east just past El Espinal and then taking highway No.1 which leads north towards the mining town of Cosala. The turnoff to Campanillas is at Ibonia which least northeastwards to the portal. The drive from the city of Culiacan to the portal at Campanillas takes about 2 ½ hours.



Figure 6: Location Map



1.2 Agreement & Ownership

Pursuant to an Assignment Agreement signed on July 17, 2013 with Filipe Jesus Ortega Garcia, Alejandrina Luviano Castillo, Miguel de Jesus Ortega Garcia, and Auxico Resources S.A. de C.V. (Auxico), Auxico has a 100% undivided interest in the Zamora Property (Appendix 4) subject to a 2% Net Smelter Return Royalty (NSRR). A 1% NSRR may be purchased by Auxico at any time for USD 500,000.

Auxico Resources S.A. de C.V. a company duly incorporated and validly existing pursuant to the laws of the United Mexican States, having its corporate domicile at Avenida Carlos Canseco No. 6052 Plaza Nautica, Oficina 215, Marina Mazatlan, Mazatlan, Sinaloa, C.P. 82103, Mexico, herein represented by Pierre Gauthier acting as its legal representative holding general powers of attorney for acts of administration and domain (hereinafter referred to as the “Assignee”).

Auxico Resources S.A. de C.V. is a wholly-owned subsidiary of Auxico Resources Canada Inc. duly incorporated and validly existing pursuant to the laws of Canada. Auxico Resources Canada Inc.’s corporate head office is located at 230 Notre Dame Street West, Montreal, Quebec H2Y 1T3, Canada.

1.3 Permits

There are no permits in place.

1.4 Environmental

There does not appear to be any environment liabilities at the time the author visited the sites.

1.5 History and Exploration

There are no detailed reports available for any exploration, development, or production on any of the mines located on the Zamora Silver Property, however, there are several assumptions that can be ascertained to the degree of mining. The most important of the mines is La Camichina and although there is not a very big waste pile in the immediate area of the vertical shaft, it appears, according to a report written in 1982 by Antonio B. Flores Martinez, Ing. for the CRM, that La Camichina was sunk down to about 100m below the surface and a fair amount of ore was extracted down to at least the -60m level. La Camichina was abandoned for reasons that are unknown until today.

There are no references to any technical work of the previous miners, the knowledge gained of La Camichina has been provided through restoration and exploration. In 1977, the first reconnaissance work was initiated, and they were mining high-grade ore and sending it directly to the smelter, which is believed to have been in Cosala. The lower grade material was shipped to the La Minita processing facility close by. La Minita is still in operation today.



The Campanillas Mine located in the northern part of the property, and according to local miners from the town of Rincon de Ibonia who worked in the mine when it was in operation, they claim that the workings go down to the third level. Again, as in the case of La Camichina the stockpile outside the portal did not contain much material so limited production appears to have been done.

All of the other mines appear to have limited development only on one level, except La Franca which does not belong to Auxico. La Franca is mentioned here as a high-grade sample was selected from inside the old workings near the end of a stope which is only approximately 80m from the boundary with the Campanillas Lot. This sample was taken from the wallrock which was represented by a Volcanic Breccia and Stockwork, and heavily mineralized with silver sulphides. A 42kg sample was selected from the La Franca Mine at the end of the drift in a stoped area. One sample was collected from two areas and blended together which were from an area which was previously sampled within a silicified breccia which returned 1.72 kg/t Ag and 12.96 g/t Au. This more recent sample was from the same silicified breccia and a quartz vein with silver sulphides approximately 10m from the original sample. The results of this sampling returned 0.460 kg/t Ag and 2.9 g/t Au. This stope is located about 80m from Auxico's Campanillas Lot.

1.6 Geology and Mineralization

The basement of the area is represented by tuffaceous breccia consisting of subangular to angular fragments of andesite up to 10 centimetres in diameter. It is dark grey and a matrix of volcanics ashes and glass can be observed under the microscope. The host rock is affected by generally NE trending andesite dykes that are locally associated to the mineralized structures. This tuffaceous breccia unit, possibly of lower tertiary age, occupies the central portion of the studied area, as a window in the middle of the basin (Figure 7: Local Geology).

Based on the work completed to date, 16 historic mines and/or prospects including newly discovered areas demonstrate that a intense hydrothermal system trending in a N-S direction intersecting pervasive NE-SW structures is present within the claim boundaries and cover an area of interest of approximately 8 square kilometers, however the N45°E structure appears to be a marker horizon for a breccia unit that always hosts the quartz veins that were mined in the past. This has never been demonstrated before and work done in the past only showed the presence of mostly NE-SW vein systems, but no mention of the apparent importance of this breccia unit. At Campanillas the best sample thus far returned 14.4 kg/t Ag and 15 g/t Au providing evidence for the presence of very high-grade ore shoots within the system. Based on the field work which demonstrates that 90-95% of the mineralized zones line up it could easily be demonstrated that a potential exists for hundreds of millions of tons of ore, possibly more if it testing the area between Los Olotes and Campanillas can prove that there is a continuous orebody. That's a strike length of almost 7km deposit of low to medium-grade with sections of high-grade ore is likely which could make this opportunity a world class mine. the 1982 work done on Los Olotes by the CRM at Zamora which was supervised by Auxico's Mexican consultant Antonio Bonifacio Flores Martinez (Camichina and Los Olotes) demonstrates a possible resource of around 36,000 tons of



high-grade silver grading 1.52 kg/t and 12.87 g/t Au located from surface to the 120m level. Access to this zone would be via a ramp or utilizing the existing La Camichina vertical shaft and 115m crosscut.

The Zamora Silver and Gold deposit consists of an epithermal hydrothermal vein system controlled by NE and NS trending structures. Mineralization is characterised by silver (proustite, pyrargyrite), gold and various amounts of sphalerite, pyrite and pyrrhotite, all of which is hosted within a silicified tuffaceous breccia overlain by tuffs, rhyolitic flows and a volcanic conglomerate. Some of the surface samples collected contain Cinnabar, a mineral containing mercury, the significance which will be presented later on in the report.

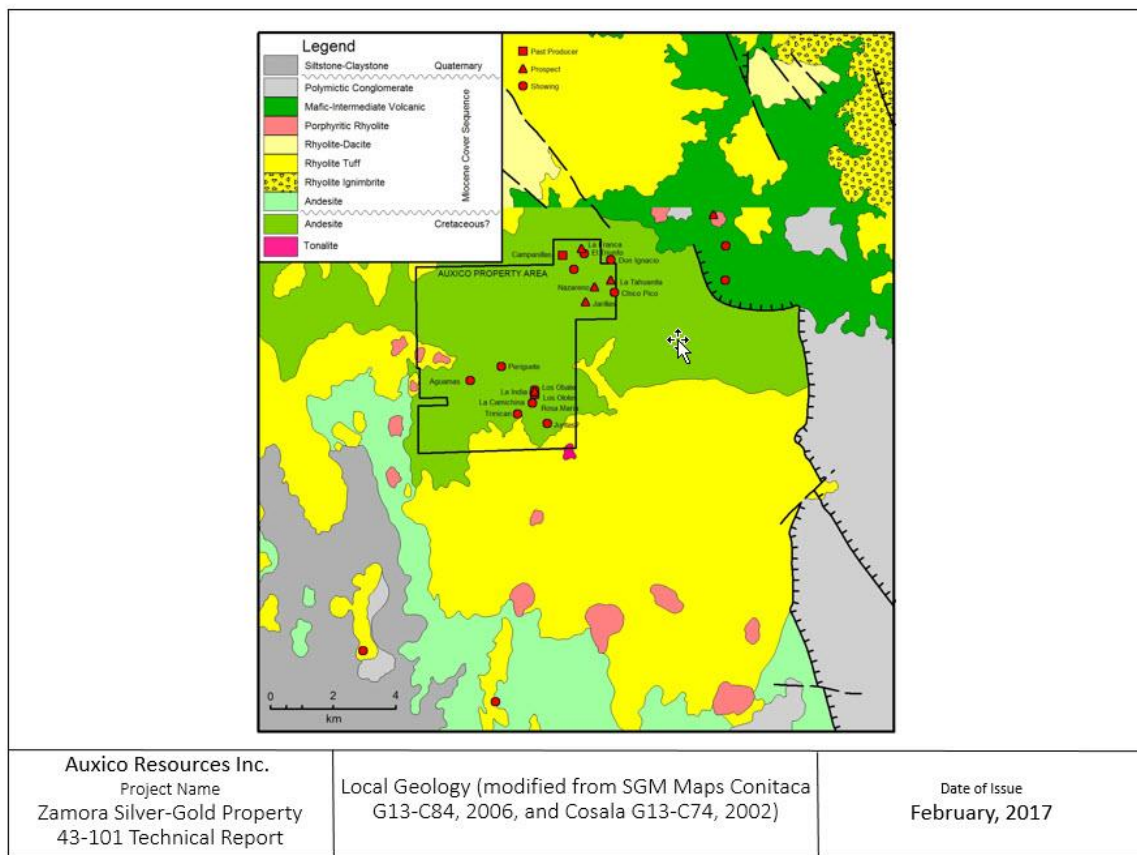


Figure 7: Local Geology Map



1. La Camichina

The zone used to be accessible via a surface ramp on the western end of the deposit and consists of two levels; La Camichina and Level 30. During the exploration and restoration process a total of 27 channel samples, totalling 23.9 metres, were collected and averaged 3.1 g/t Au and 609.2 g/t Ag.

1.1.1 Los Olotos

Mineralization on the Los Olotos zone is associated to NS trending, fracture controlled, veins and veinlets. The zone was sampled consistently over three levels, Los Olotos (17), 23 and 30 respectively. Level Los Olotos (Level 17) is host to 96 channel samples (89.5 metres) averaging 2.13 g/t Au and 316.6 g/t Ag.

Level 23

Also documented as Sublevel 23, was sampled by 24 channel samples, totalling 22.9 metres, and returned average values of 6.14 g/t Au and 797.55 g/t Ag.

Level 30

This level, spans for over 160 metres at a depth of approximately 30 metres from surface (at La Camichina) and bridge the La Camichina and the Los Olotos zones. A total of 64 channel samples, totalling 82.3 metres, and averaging 0.24 g/t Au and 27.5 g/t Ag were collected during the exploration and restoration process. It is worth mentioning that Level 30 barely reached the Los Olotos mineralized zone at depth, the extension of the drift was terminated at the beginning and within high grade Au and Ag values due to contractual circumstances.

1.7 Sampling

1.8 Sample Preparation and Analysis

The material was divided in two identical parts and one of these was crushed, dried at 45°C, then ground to 80% -200 mesh for analytical and flotation purposes. The second part was put aside for a potential different particle size, if a gravity concentration is required. The representative ground sample was digested in aqua regia and analyzed by ICP for metals, fire assay for Ag and Au, and Leco for sulfur and sulfide.



1.9 Data Verification

Joel Scodnick, P.Geo. has verified all of the data. The verification process was designed to substantiate the high-grade nature of the silver and gold as described in previous non-compliant NI 43-101 reports.

1.10 Metallurgical Testwork

Metallurgical test work was performed in Thetford Mines at Dundee Sustainable Technologies Processing Facility.

1.11 Mineral Resource Estimates

No mineral resource estimates are present on the Property.

1.12 Mineral Reserve Estimates

No mineral reserve estimates are present on the Property.

1.13 Exploration Potential

Based on the results to date for all of the mines, and the fact that no exploration was ever conducted on the Property, the exploration potential is very high. The hydrothermal alteration observed in all of the historic mines is considerable. The high-grade values obtained from various locations indicate the potential of finding a deposit of considerable size.

1.14 Conclusions

HIGHLIGHTS

- ✚ Discovery of stockworks / breccias in the hanging wall at Campanillas, especially in the area where the last two samples were taken that returned **494 g/t Ag and 370g/t Ag** respectively at the end of the drift in highly mineralized material with lesser amount of silicification;
- ✚ A 25 kg mini bulk sample in Campanillas from different areas and combined with some material from the stockpile outside the portal returned as assay of 1.1 kg/t Ag and 2.2 g/t Au;
- ✚ Identification of an **8 square km** area of interest where the 12 historic mines/showings/new discoveries are situated within the property limits;
- ✚ Economic grades from **140 g/t – 14.6 kg/t Ag** discovered;
- ✚ Able to **concentrate 30:1**, based on DST's model (attached hereto).



Provided below are the results from La Minita July 12, 2014:

- **Sample B00127734: 1.104.1 kg/t Ag & 2.2 g/t Au.** This sample was selected from the main **Campanillas** level from the hanging wall and the stockpile from very altered breccia with significant amounts of silver sulphides. The rocks were not as silicified as the next sample B00127735.
- **Sample B00127735: 382.6 g/t Ag & 1.0 g/t Au.** This sample was selected from the main Campanillas level and stockpile from highly silicified breccia in the hanging wall. There were less silver sulphides than the previous sample but the rocks were significantly more silicified.

The average of these two samples are **0.74 kg/t Ag**. The results demonstrate what could be expected to be found once these rocks are mined together. The highest grade identified to date comes from a grab sample of mineralized breccia which assayed **14.6 kg/t Ag and 15 g/t Au**. This high-grade sample looks identical to sample B00127734. This basically demonstrates the necessity for detailed exploration and drilling to identify the high-grade ore shoots so that a near-term bulk sample mining operation can be initiated. A few thousand tons of this high-grade material may be enough to develop and conduct a bulk sampling programme to demonstrate the nature of the ore, and to demonstrate a positive cash flow operation.

A 42kg sample was selected from **the La Franca Mine** at the end of the drift in a stoped area. One sample was collected from two areas and blended together which were from an area which the author previously sampled within a silicified breccia which returned **1.7 kg/t Ag**. This more recent sample was from the same silicified breccia and a quartz vein with silver sulphides approximately 10m from the original sample. The results of this sampling returned **0.460 kg/t Ag and 2.9 g/t Au**. Based on the very low sulphur of 1.2% it is believed that the ore can be concentrated to 20-30:1. This stope is 80m from Auxico's claim boundary from the Campanillas lot.

1.15 Recommendations

It is recommended to re-grade the roads to gain better access to Campanillas and Los Olotes, sampling, drilling, dewatering Los Olotes and constructing a ladder at Camichina to access the **Los Olotes** level at -30m. If the ore zone at Los Olotes can be accessed and the ore verified by sampling and drilling from underground and possibly from surface, then this could become a very important source of ore for production of previously demonstrated by high-grade silver averaging **1.52 kg/t and 12.87 g/t**. From surface to -120m it is estimated from the historical resource that there could be in the order of 36,644 tons of this high-grade material at Los Olotes. I recommend commencing the above-mentioned program early on in 2017.



Based on the previous results from the Consejo de Recursos Minerales on the work conducted underground on Los Olotes and observations made at Campanillas and La Franca, it would safe to say that mining underground at these mines could yield grades in excess of 1 kg/t Ag and up to 5 g/t Au. With additional exploration work the author is confident that a new “District-Size” mining camp may emerge, and if the theory holds according to what has been observed in the field and underground, then a deposit of significant tonnage may be achieved. The intensity of hydrothermal activity and the presence of extensive alteration zones provide evidence of a very large epithermal network, mostly low sulphidation except in the case of Chico Pico where high-sulphidation seems to be the case. An extensive plumbing system allowing for fluid migration carrying auriferous and argentiferous metals appears to be the case, and to date only very limited exploration has been carried out, and a lot of credible information has been obtained.

2 INTRODUCTION

Sierra GEOLOGICAL CONSULTANTS INC. (sierra) was retained by Auxico Resources Canada Inc. (Auxico) to prepare an independent Technical Report on the Zamora Silver-Gold Property, located in Sinaloa, Mexico, near the base of the Sierra Madre. The purpose of this Technical Report is to provide an independent assessment of the mineral potential, specifically silver and gold contained on the Zamora Silver-Gold Property, as well as substantiate the historical resource calculated by the CRM in 1982 on the Los Olotes Mine. This Technical Report conforms to NI 43-101 Standards of Disclosure for Mineral Projects.

Auxico is a private junior silver-gold company exploring the Zamora Silver-Gold Property (Zamora) in Sinaloa, Mexico. Zamora is a past producer although there are no historical records which provide evidence of grade and tons produced, however there is suitable information available in the form of maps and reports that are listed in the Bibliography.

2.1 Qualified Person

Joel Scodnick, P.Geo. is the Qualified Person (“QP”) of this Technical Report. Mr. Scodnick, P.Geo. has reviewed all sections of the Technical Report. Mr. Scodnick’s most recent visit to the Property occurred from May until August, 2014. Mr. Scodnick, P.Geo reviewed all the procedures for sampling and conferred with his colleague Mr. Martinez in regards to the historical nature of the Property, mineralization and its geological context.

2.2 Site Visits and Scope of Personal Inspection

The author of this report conducted exploration activities on the Property from May to August, 2014, and personally supervised all of the prospecting and sampling.



2.3 Effective Dates

The effective date of this draft report is March 25th , 2016, and the amended date is on January 2nd, 2017.

2.4 Sources of Information

Sierra GEOLOGICAL CONSULTANTS INC. visited the property on two separate occasions between May, 2014 and August, 2014. Three months were spent in the field. Site visits were carried out by Joel Scodnick, P.Geo., Principal Geologist, President & CEO, and Antonio B. Flores Martinez, Eng.

The documentation reviewed, and other sources of information, are listed at the end of this report in under Bibliography.

2.5 Previous Technical Reports

There are no previous Technical Reports which conform to NI 43-101.

2.6 Units and Abbreviations

All measurements are shown in imperial or metric units. The currency is expressed in US dollars unless otherwise noted as in the case of the Tax Reports in Appendix 9. The following abbreviations and units are used in this Technical Report:



LIST OF ABBREVIATIONS

Units of measurement used in this report conform to the SI (metric) system. All currency in this report is Canadian dollars (C\$) unless otherwise noted.

μ	micron	kPa	kilopascal
°C	degree Celsius	kVA	kilovolt-amperes
°F	degree Fahrenheit	kW	kilowatt
μg	microgram	kWh	kilowatt-hour
A	ampere	L	litre
A	annum	L/s	litres per second
Bbl	barrels	m	metre
Btu	British thermal units	M	mega (million)
C\$	Canadian dollars	m ²	square metre
Cal	calorie	m ³	cubic metre
Cfm	cubic feet per minute	min	minute
Cm	centimetre	MASL	metres above sea level
cm ²	square centimetre	mm	millimetre
D	day	mph	miles per hour
dia.	diameter	MVA	megavolt-amperes
Dmt	dry metric tonne	MW	megawatt
Dwt	dead-weight ton	MWh	megawatt-hour
Ft	foot	m ³ /h	cubic metres per hour
ft/s	foot per second	opt, oz/st	ounce per short ton
ft ²	square foot	oz	Troy ounce (31.1035g)
ft ³	cubic foot	oz/dmt	ounce per dry metric tonne
G	gram	ppm	part per million
G	giga (billion)	psia	pound per square inch absolute
Gal	Imperial gallon	psig	pound per square inch gauge
g/L	gram per litre	RL	relative elevation
g/t	gram per tonne	s	second
Gpm	Imperial gallons per minute	st	short ton
gr/ft ³	grain per cubic foot	stpa	short ton per year
gr/m ³	grain per cubic metre	stpd	short ton per day
Hr	hour	t	metric tonne
Ha	hectare	tpa	metric tonne per year
Hp	horsepower	tpd	metric tonne per day
In	inch	US\$	United States dollar
in ²	square inch	USg	United States gallon
J	joule	USgpm	US gallon per minute
K	kilo (thousand)	V	volt
Kcal	kilocalorie	W	watt
Kg	kilogram	wmt	wet metric tonne
Km	kilometre	yd ³	cubic yard
km/h	kilometre per hour	yr	year
km ²	square kilometre		



1 ounce (oz) [troy] = 31.1034768 grams (g)
1 short ton = 0.90718474 metric tonnes
1 troy ounce per short ton = 34.2857 grams per metric tonne = 34.2857 ppm
1 gram per metric tonne = 0.0292 troy ounces per short ton
1 foot (ft) = 0.3048 meters (m)
1 mile (mi) = 1.6093 kilometers (km) = 5280 feet
1 meter = 39.370 inches (in) = 3.28083 feet
1 kilometer = 0.621371 miles = 3280 feet
1 acre (ac) = 0.4047 hectares
1 square kilometer (sq km) = 247.1 acres = 100 hectares = 0.3861 square miles
1 square miles (sq mi) = 640 acres = 258.99 hectares = 2.59 square kilometres
Degrees Fahrenheit (°F) – 32 x 5/9 = Degrees Celsius (°C)

Table 4: Units



3 RELIANCE ON OTHER EXPERTS

This NI 43-101 Technical Report has been prepared by sierra Geological Consultants Inc. on behalf of Auxico Resources Inc. The information, conclusions, opinions and estimates contained herein are based upon:

- Information available to **sierra** at the time of the preparation of this report;
- Assumptions and conditions as presented in this report;
- Public and private data files, reports and opinions supplied by Auxico Resources Inc. and other third party sources.

For purposes of this study, sierra has relied on ownership information provided by Auxico. The author of this report is relying on the Title Opinion provided in Appendix 8 which shows that Zamora is in good standing and that the taxes for all the lots have been paid to December 31, 2016. All of the Assessment work has been filed up to December 31, 2016 and is provided in Appendix 10. Sierra has not recently researched property title or mineral rights for Zamora and expresses no opinion as to the ownership status of the property, but is relying on the Title Opinion as provided in Appendix 8. The author has relied upon the Assignment Agreement dated July 17, 2013 (Appendix 4) and prepared for Auxico Resources C.V. de S.A. by Lic. Jose Manuel Magallon Osuna, Public Notary No. 147 who resides in Mazatlan, Mexico. A certificate dated July 17, 2013 was signed by Notary Public Danielle Gagliardi in the Province of Quebec, Canada (Certificate Number 502309). This certificate acknowledges the registration of the Assignment Agreement in the Province of Quebec, Canada.

Sierra has relied on Auxico for guidance on applicable taxes, royalties, and other government levies or interests, applicable to future revenue or income from Zamora.

Except for the purposes legislated under Mexican Laws, any use of this report by any third party is at that party's sole risk and is not authorized without the consent of the author of this report.

4 PROPERTY DESCRIPTION & LOCATION

The property location, description and ownership are presented in this section.

4.1 Location and access

ZAMORA : The property is located 87 kilometres southeast of Culiacan and 9 kilometres northeast of the small village of El Espinal, which is on International highway No.15 within the Municipality of Elota. The Zamora Property can be more easily accessed from El Espinal by taking a gravel road heading north through the small village of Los Mecates which reaches the property after 15 km.



CAMPANILLAS: The Campanillas property which lies adjacent to and in the northeast corner of Zamora is located 23 kilometres southwest of the town of Cosala and 85 kilometres southeast of Culiacan. It is accessed via Ramal A Cosala highway which runs north from the International highway No.15. The Cosala highway is located between the village of Agua Nueva and Highway No.43 which heads southwesterly towards the town of La Cruz. At about 20 km to the north along the Cosala Highway the town of Ibonia is reached and there is a 12 kilometer gravel road from there which leads northwest to Campanillas.

4.2 Sustainability and Environment

Mexico has balanced environmental policies and well-tested mineral tenure laws. The country's federal government works toward sustainable development and environmental protection through the Ministry of Environment and Natural Resources (SEMARNAT). SEMARNAT aims toward the following targets:

- Conservation of ecosystems and their biodiversity
- Prevention and control of pollution
- Management of water resources
- Actions towards climatic change

In Mexico, mining companies must follow the environment regulations laid out by the Mexican Secretariat of Labour (STPS) and SEMARNAT. SEMARNAT has aligned its policies to internationally accepted standards, so that mining operations have a diminished effect on environments. The industry is committed to developing sustainable projects that prioritize the safety of mine workers and protection of the environment. Under the Mexican Mining Law, concessionaires must adhere to federal environmental regulations, and their activities are subject to an environmental review. All mining companies are required to prepare and file an environmental impact statement for all extractive operations as well as for non-standard exploration work. This environmental impact statement must be approved by regulatory authorities. With environmental issues taking centre stage in the mining sector, SEMARNAT is introducing environment-friendly policies for the industry. Major mining companies in Mexico have started to invest in auxiliary areas of environmental responsibility, such as reforestation projects, environmental audits and certification, and residual management systems, among others.

4.3 FOREIGN OWNERSHIP AND TAXATION

For the mining sector, restrictions on foreign ownership of Mexican companies have been removed. Mining-specific royalties and taxes were revoked in the 1990s to attract international investment in the mining industry. Current law merely requires mining companies to be incorporated under the laws of Mexico, include exploration or exploitation of minerals under their corporate purpose and establish their corporate domicile within the Mexican Republic. The



country retains ownership of all mineral resources, and the government grants concessions to private mining companies for exploration and extraction. In terms of taxation, mining companies in Mexico are treated much the same as companies in other sectors. Corporate income tax is levied at a rate of 30 percent. Unlike other Latin American jurisdictions, Mexico does not currently have any specific mining taxes. There have been proposals of discussion for a new mining tax in Mexico; however, finalization of these rules are in progress at this point in time.

4.4 Surface rights

A small part of the Property is occupied by ranchers, mainly for cattle. To date, no issues have been reported and no restrictions have been made for accessing the Property.

4.5 Water rights

There are currently no restrictions to the use of water within the limits of the Property.

4.6 Royalties

The Property is subject to a 2% Net Smelter Return Royalty (NSRR). A 1% NSRR may be purchased by Auxico at any time for USD 500,000.

4.7 Agreements

Pursuant to an Assignment Agreement signed on July 17, 2013 with Filipe Jesus Ortega Garcia, Alejandrina Luviano Castillo, Miguel de Jesus Ortega Garcia, and Auxico Resources S.A. de C.V. (Auxico), Auxico has a 100% undivided interest in the Zamora Property (Appendix 4: Assignment Agreement) subject to a 2% Net Smelter Return Royalty (NSRR). A 1% NSRR may be purchased by Auxico at any time for USD 500,000.

Auxico Resources S.A. de C.V. a company duly incorporated and validly existing pursuant to the laws of the United Mexican States, having its corporate domicile at Avenida Carlos Canseco No. 6052 Plaza Nautica, Oficina 215, Marina Mazatlan, Mazatlan, Sinaloa, C.P. 82103, herein represented by Pierre Rene Gauthier acting as its legal representative holding general powers of attorney for acts of administration and domain (hereinafter referred to as the "Assignee").

4.8 Permits

No permits have been issued for the property.



4.9 Environmental

The author has not seen anything on the property which would pose any environmental threat or concern and no permits have been issued.

5 Accessibility, climate, local resources, infrastructure and physiography

5.1 Accessibility

The Zamora Prospect is located 85 km southeast of the city of Culiacan and some 9 km northeast of the village of El Espinal, from which the property is easily accessible year round via gravel roads. Historical underground workings date back to the 1800's, where an undetermined amount of ore was mined following the main vein structures. La Camichina and Los Olotes can be accessed by taking a secondary gravel road north for about 15 km from El Espinal which goes through the Los Mecates ranch. There is another secondary gravel road which connects from the Los Mecates ranch with highway No. 15, near the Las Tinas ranch.

The northern part of the claims can also be accessed from taking highway No. 15 east just past El Espinal and then taking highway No.1 which leads north towards the mining town of Cosala. The turnoff to Campanillas is at Ibonia which least northeastwards to the portal. The drive from the city of Culiacan to the portal at Campanillas takes about 3 hours.

5.2 Climate

The altitude in the state varies from sea level to 1,000 meters and its location in the subtropical and intertropical zone has caused much of its territory record high temperatures. These conditions coupled with a rainfall of between 300 and 1,500 mm, resulting in the existence of six climates: temperate, semi and warm (sub humid), semi-dry, dry and very dry (semi-hot, warm and extremely hot). Figure 8 shows the climate distribution according to Koeppen classification (INEGI. Climate map scale 1:1,000,000).



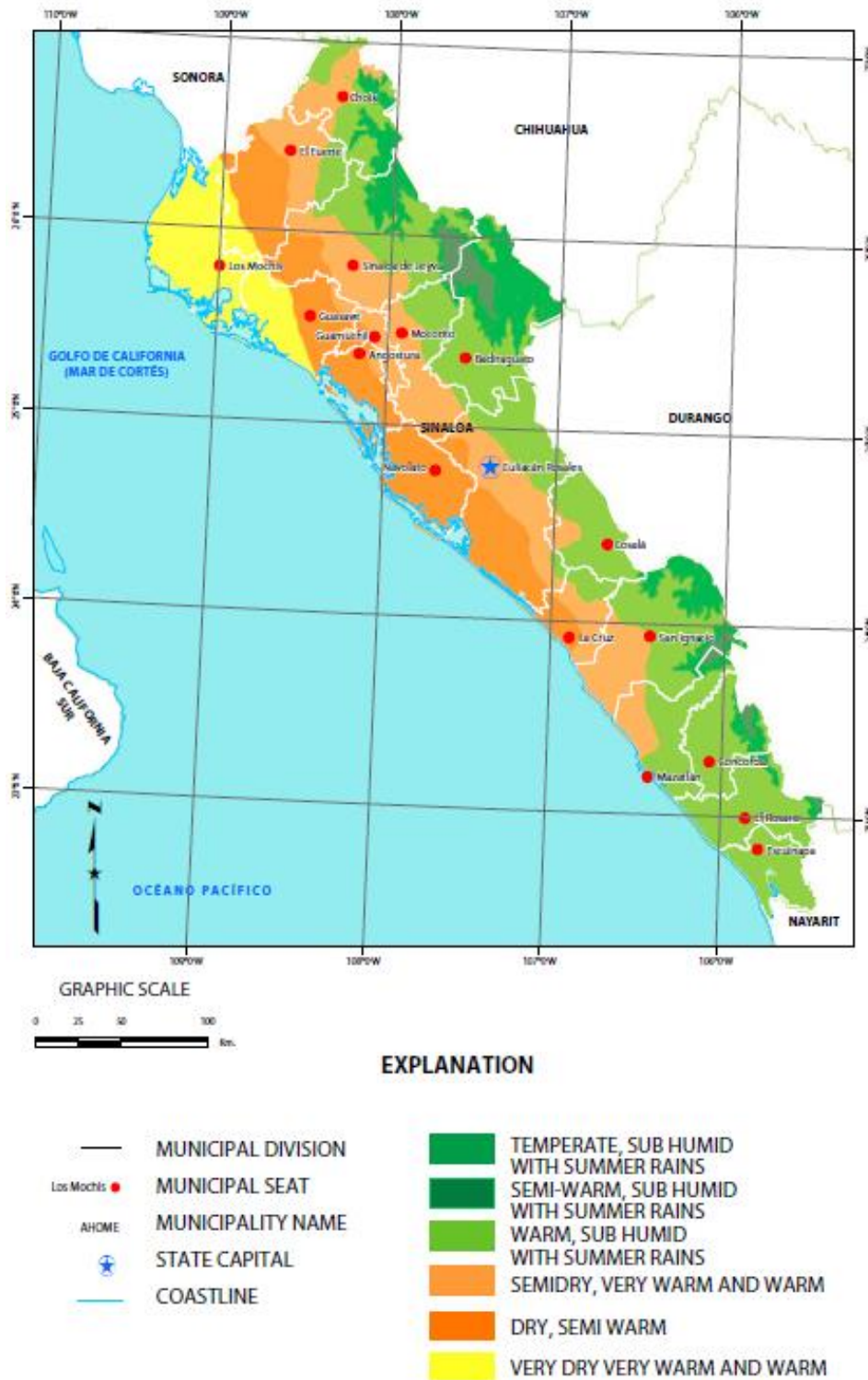


Figure 8: Climate Map of Sinaloa



5.3 Local resources and infrastructure

The Zamora Silver Property has a well developed infrastructure and a workforce from the local and neighboring communities whom are familiar with mining operations. Culiacan, which is the state capital is the largest population center nearby, with approximately 860,000 inhabitants. Culiacan is connected by a four-lane freeway or a two-lane highway which passes through the town of El Espinal. Culiacan is 87km northwest of the Property. A secondary road heading north through Los Mecates from El Espinal can be used to access the Property. Mazatlan, another major city has a deep water port. Both of these major cities have international airports with daily flights to numerous cities throughout the United States and Canada, and major cities throughout Mexico.

Access Roads: Throughout the Property there are numerous secondary gravel roads which can be used. Some of them pass through private land but to date there have been no issues with utilizing these roads. Auxico has taken a pro-active role in upgrading some of the roads that were used to gain access to the Property.

Buildings: There are no buildings on the Property.

Communications: Cell phone coverage is good over most of the Property.

Services: Medical Services are readily available in Culiacan, the State Capital which is 1 ½ hours away by road.

5.4 Geography

Sinaloa has excellent means of communication for transporting of raw materials and the various products it creates and commercializes. By sea, it has a gate to the Pacific Ocean; by land, is widely communicated in the interior and with the country cities, or abroad, by its road and highway network and by railroads; by air through two international airports and one national as well as a lot of landing fields for short-range flights. In reference to electric power and fuel supplies needed to operate its production plant, Sinaloa has power capacity to support its development and a good network of distribution and storage of fuels. The state geological, physiographic, hydrological and climatic features aid to development of mining-metallurgical, farming and cattle, fishing and industry activities, because Sinaloa has ample hydraulic resources and the proper infrastructure for its development.



5.5 Physiography

According to the INEGI maps, the state of Sinaloa is physiographically included between two provinces: the province of the Sierra Madre Occidental and the province of the Pacific Coastal Plain, which by their nature are subdivided into several sub-provinces (Figure 9).

The province of the Sierra Madre Occidental is characterized by high relief and extensive volcanic plateaus dissected by deep canyons that drain into the Pacific Ocean and are located in the eastern part of the state. It covers four physiographic sub-provinces, the first one Pie de la Sierra in the central portion along the entire entity; Grand Plateau and Chihuahua Canyons in the far north, Grand Plateau and Durango Canyons in the east and finally Southern Plateaus and Canyons in the southeast of the state.



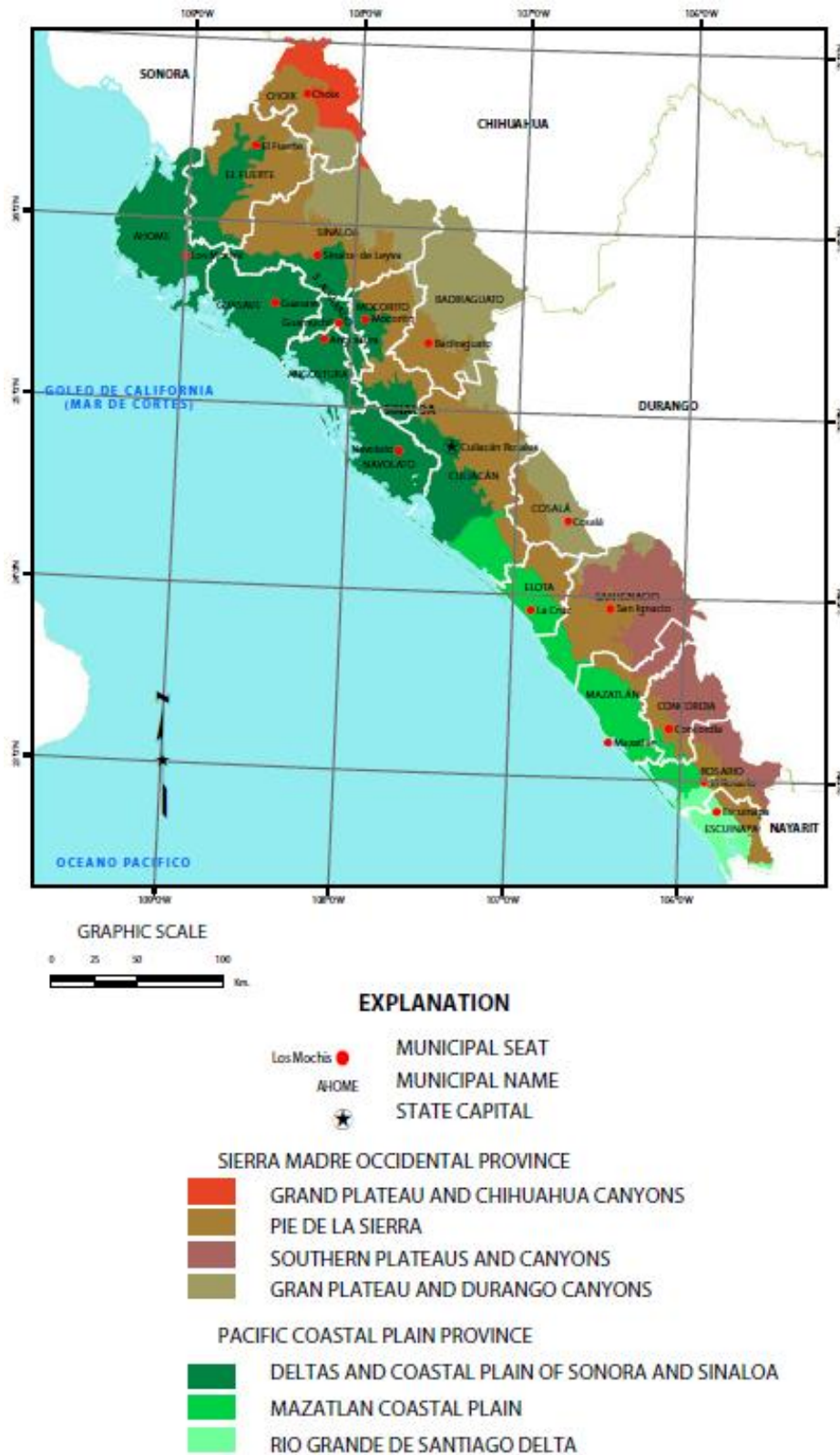


Figure 9: Physiography Map of Sinaloa



5.6 Communications

The state of Sinaloa has roads, railways, airports, seaports and telecommunications (Figure 10).



Figure 10: Communications Map of Sinaloa



5.7 Roads

The road network has a length of 16,396.9 km, of which 3,232.9 km are paved, 5,926.8 km are coated and 7,237.2 km are dirt roads (Photograph 1). The federal highway No. 15 and toll road No. 4 cross the state throughout, communicating the major population centers of the coastal plain. Of these axes, depart other roads cross-cutting, highlighting its importance the federal No. 40, which connects Sinaloa with Durango and other minor roads that penetrate in the sierra where the mining areas of Choix, Sinaloa de Leyva, Mocorito, Badiraguato, Cosalá and San Ignacio are located.

5.8 Airports

There are international airports in the cities of Culiacán and Mazatlán (Photograph 3) and one national airport in Los Mochis. It also has paved roads in the towns of El Fuerte, Badiraguato and Cosalá, and a total of 148 landing fields that provide communication to places like Mocorito, Guamuchil, Guasave, El Dorado, La Cruz, Escuinapa and others.

SEAPORTS

The port infrastructure of the state consists of two height ports: Mazatlán (Photograph 4) and Topolobampo (Photograph 5) and one of coastwise shipping in La Reforma. These are gateways to the Pacific Basin (SCT, Topolobampo API 2006, SCT, API Mazatlán, 2006) (Tables III and IV).

6 TECTONIC SETTING

Tectonostratigraphically, the state of Sinaloa is located in Cortez and Guerrero Terranes of Coney and Campa (1987). The Paleozoic basement is exposed north of the state, consisting of marine sedimentary clastic carbonated rocks of basin (Guayacán Group) and platform (San José de Gracia Formation). These have affinity with the Cortes Terrane rocks, accreted to the North America craton in the Medium Permian-Medium Triassic (Stewart et al., 1990, Poole et al. 1991).

During Late Triassic (?), a siliciclastic turbiditic sequence of submarine fans was deposited known as the Venadillo Formation with sediments of cratonic origin; deposited in an active margin (?). The volcanosedimentary sequence assigned to the Guerrero Terrane was deposited during the Jurassic (Tithonian-Albian)-Cretaceous representing rocks with affinity to volcanic marine arc partially continental (Alisitos Group), which was accreted to the north Cortes Terrane possibly in the Cenomanian.

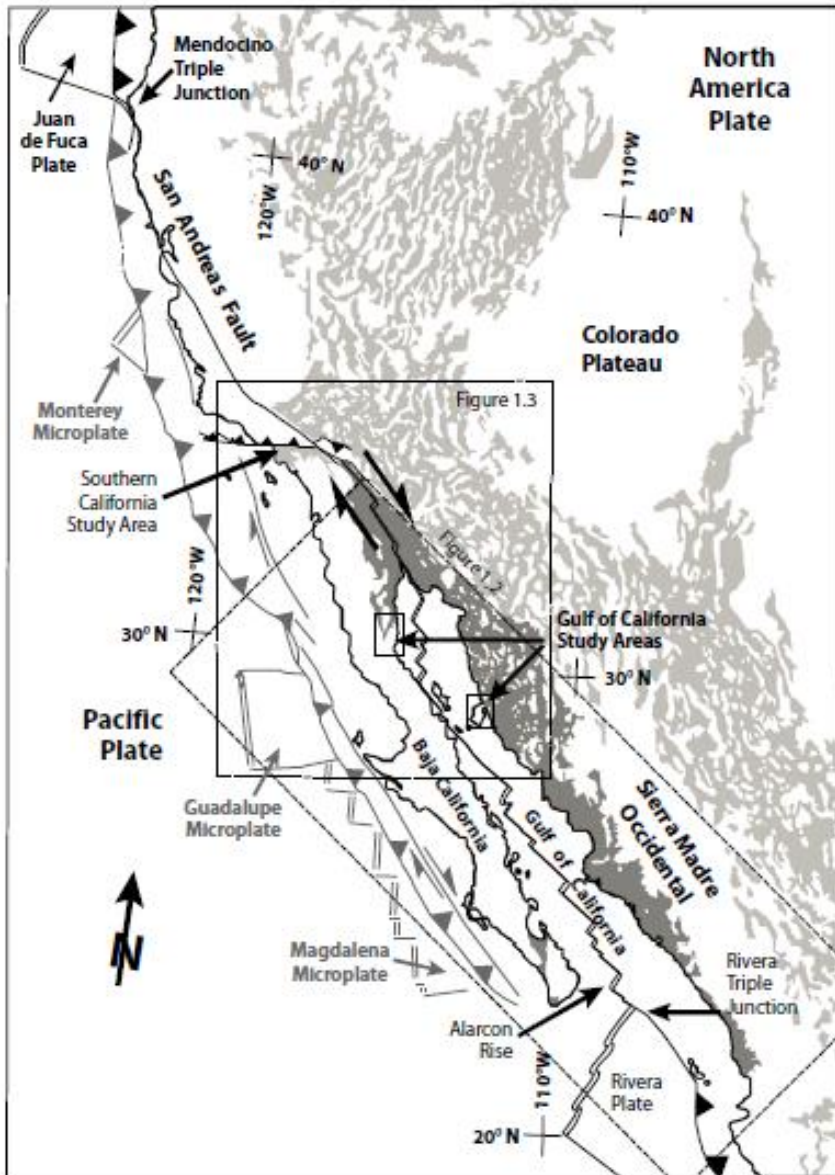
Plutonic rocks and associated volcanism are part of the cordilleran batholith belt of southwestern North America that extends to the south across the northwestern portion of Mexico. These are related to the convergence of the Farallon and North American plates.



In Sinaloa batholithic rocks generated by magmatic arc were developed in three episodes: the oldest are gabbros emplaced between 138 and 133 m.a. Syntectonic foliated intrusions of granodioritic-tonalitic composition were dated within 90 m.a., when the region was being deformed; post-tectonic rocks of granitic-granodioritic composition were emplaced between 90 and 45 m.a., when the strain had ceased. The rocks of the Lower Volcanic Complex with hypabyssal intrusions that outcrop to the east of the state are contemporary with the post-tectonic intrusions. During the Oligocene large volumes of rhyolitic and ignimbritic extrusions were produced, accompanied by andesitic emissions that characterize the Sierra Madre Occidental. The volcanism related to calderas, was confined to a short period (34-27 m.a.), related to the final stage of plate convergence. On late Oligocene a change in tectonic regime from compression to extensive, gives rise to the Basin and Range Province that generated tectonic basins NW-SE oriented, which were filled with continental sediments and volcanic fissure associated rocks (Figure 11).

From about 12 m.a., it started a change of tectonic setting; of extension to the right side (San Andres system), initiating the opening of the Gulf of California, resulting in some regions during the last volcanic event represented by alkaline basalts.





EXPLANATION

- BASIN AND RANGE PROVINCE
- GULF EXTENSIONAL PROVINCE

Figure 11: Tectonic Map



7 Geological setting

7.1 Regional geology of Sinaloa

The basement rocks of the area are represented by Tuffaceous Breccias consisting of subangular to angular Andesitic fragments up to 10 cm in diameter. The rock is dark grey with a matrix of volcanic ash and glass which can be observed under the microscope. The rocks are generally affected by NE trending Andesites and Quartz dykes, locally associated to the mineralized structures. The tuffaceous unit, possibly of Lower Tertiary age occupies the central portion of the property.

7.2 Project geology

The project is underlain by possibly Cretaceous andesite and overlying Miocene cover rocks. Extension, beginning with the opening of the Gulf of California at about 17 Ma, caused brittle, Basin-and-Range deformation which locally focussed epi- and mesothermal fluids to produce high grade-low tonnage gold-silver deposits.

7.3 Rock Types

The oldest rock observed in the area is tonalite of unknown age (Figure 7).

Overlying the tonalite, an Andesite breccia is the dominant rock type on the properties (Figure 7.2.1) and hosts the mineralisation. The andesite breccia is probably Cretaceous in age and part of the Guerrero tectonostratigraphic terrane (Coney and Campa, 1987, described in Mendoza, 2008 and SGM Maps Conitaca G13-C84, 2006 and Cosalá G13-C74, 2002).

The andesite breccia is unconformably overlain by Miocene cover sequence of andesite tuffs and rhyolite. These rocks have been intruded by porphyritic felsic intrusions, deformed and overlain by mixed polymictic conglomerate and, the final unit in the cover sequence, mafic volcanic rocks. The mafic volcanic rock is Ar/Ar dated at 15.8 ± 0.16 Ma (USGS-CRM, 2003. Cosalá Chart) at a locale 1.5 km northeast of the property.

7.4 Structural Geology

Compression of the andesite breccia probably occurred during the orthogonal Laramide subduction of the Farallon plate beneath North America. Subsequent, highly oblique convergence between the plates deformed the lower cover sequence rocks as they were deposited until the Farallon plate disappeared beneath North America as the Farallon-Pacific mid



ocean ridge reached the coast, at about 17 Ma. Convergence ceased, replaced by Basin and Range extension and the mafic volcanic volcanism and mineralisation.

Layering and flow directions in the volcanic rocks and bedding in the younger cover sequence sediments show no preferred orientation beyond general shallowly dips (Figure 12). Fractures, on the other hand, are to northwest-southeast striking and moderately to steeply dipping. The mineralisation at the different deposits and showings generally trend northeast, however, but with considerable variability in strike and dip (Table 5 and Figure 13).

Property	Zone	Trend	Dip	Reference
Zamora	Zamora	NE	moderate SE	Flores (1982)
Zamora	El Obatel	NE	moderate SE	Flores (1982)
Zamora	Los Olotes	N	almost 45° E	Flores (1982)
Campanillas	Campanillas A	075° - 010°	52° - 71° SE	Bustamante et al. (1977)
Campanillas	Campanillas B	020°	53° - 61° SE	Bustamante et al. (1977)
Campanillas	El Triunfo	345°	90°	Bustamante et al. (1977)
Campanillas	Las Jarillas	060°	64° SE	Bustamante et al. (1977)
Campanillas	La Franca	080°	80° SE	Bustamante et al. (1977)
Campanillas	El Nazareno	293°	70° NE	Bustamante et al. (1977)

Table 5: Vein Orientations

The mineralisation most likely occurred along structures related to the Basin and Range extension but, without detailed geological mapping, the only structural interpretations to date are based on lineaments analyses of airphoto (Flores, 1982) and satellite (B. Popiela, 2014) imagery.

The interpretation of Flores (1982) on the Zamora property identifies a preponderance of north- and northeast-trending trending lineaments in the central part of the property, the intersection of two of which coincide at the Los Olotes mineralisation (Figure 14). The Campanillas zone is described as emplaced with in north-northeast trending system in an area of northwest-trending lineaments. The report identifies other dominant lineament trends elsewhere on the property, but notes that those do not correspond to known mineralisation.

The satellite imagery interpretation of Popiela (2014) identifies 4,734 lineaments and 21,917 lineament intersections in a 101 square km area over the Zamora and Campanillas properties (Figures 15 & 19). The lineament trends are evenly distributed with a gradual decrease approaching east-trending and a marked increase at north-trending (Figures 15 & 19). In general, the satellite imagery interpretation supports the airphoto observations of Martinez, and also shows a concentration of lineaments and, consequently, of lineament intersections in the Zamora area.



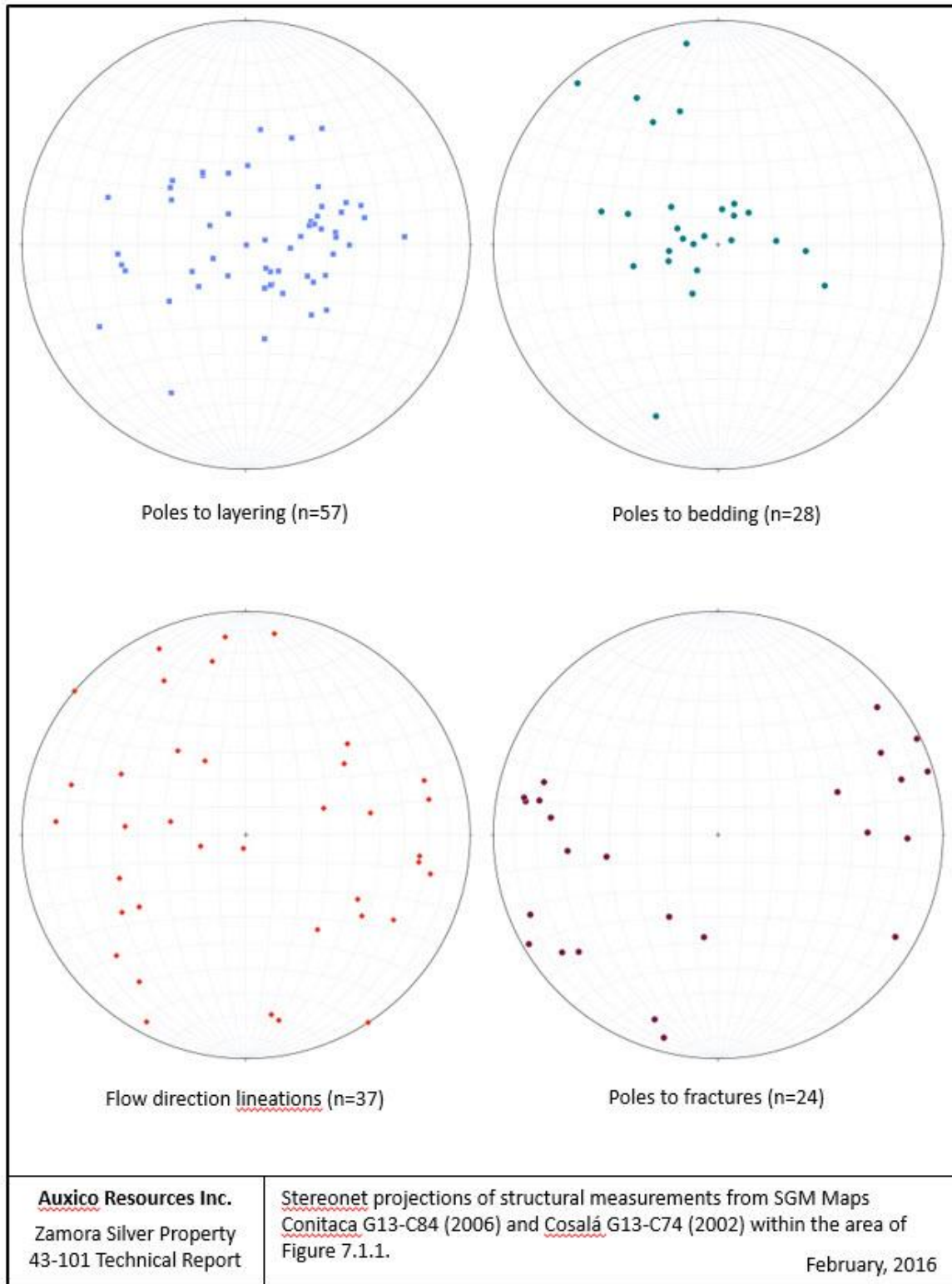


Figure 12: Stereonet Projections



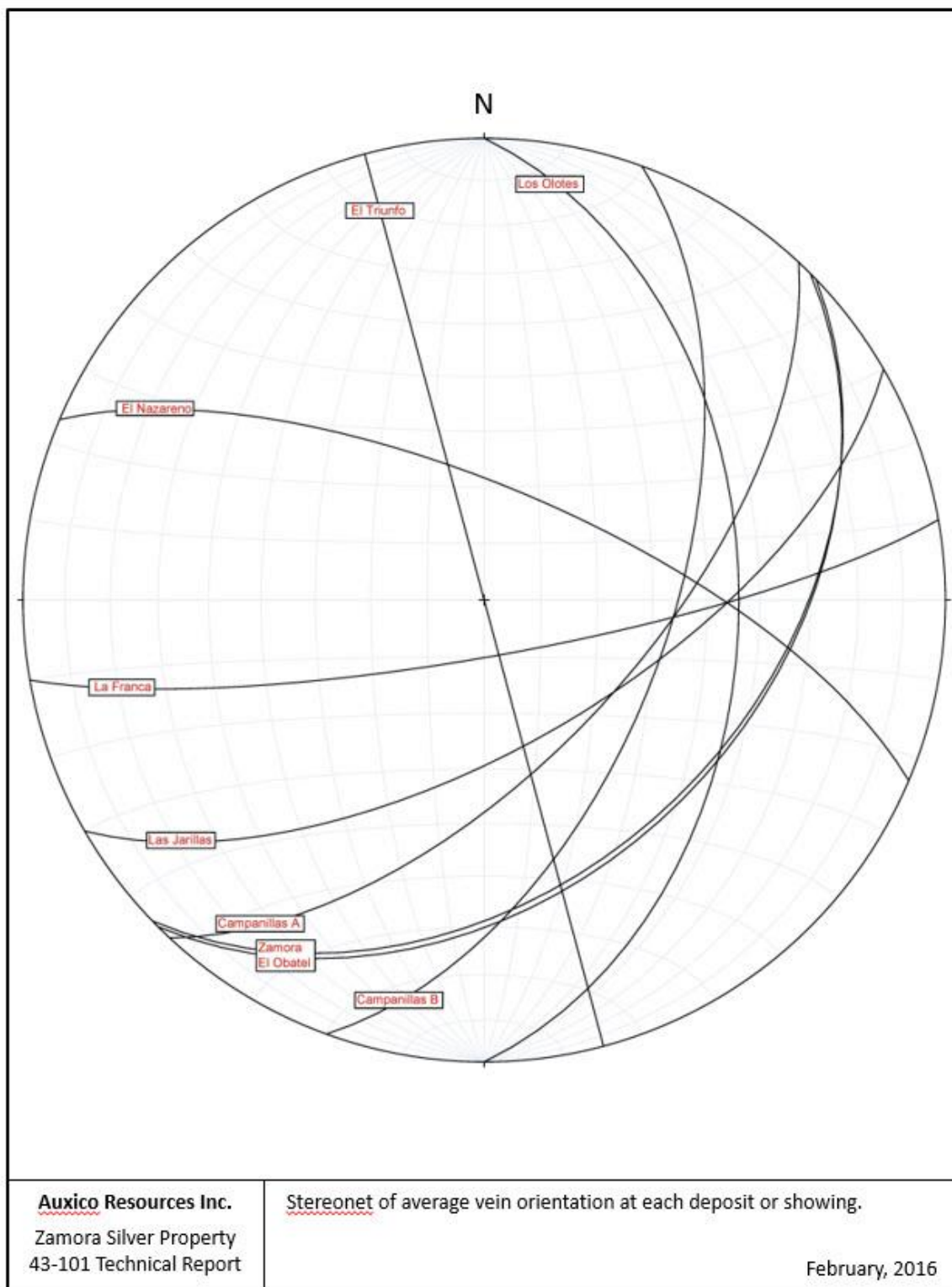


Figure 13: Stereonet of Average Vein Orientation



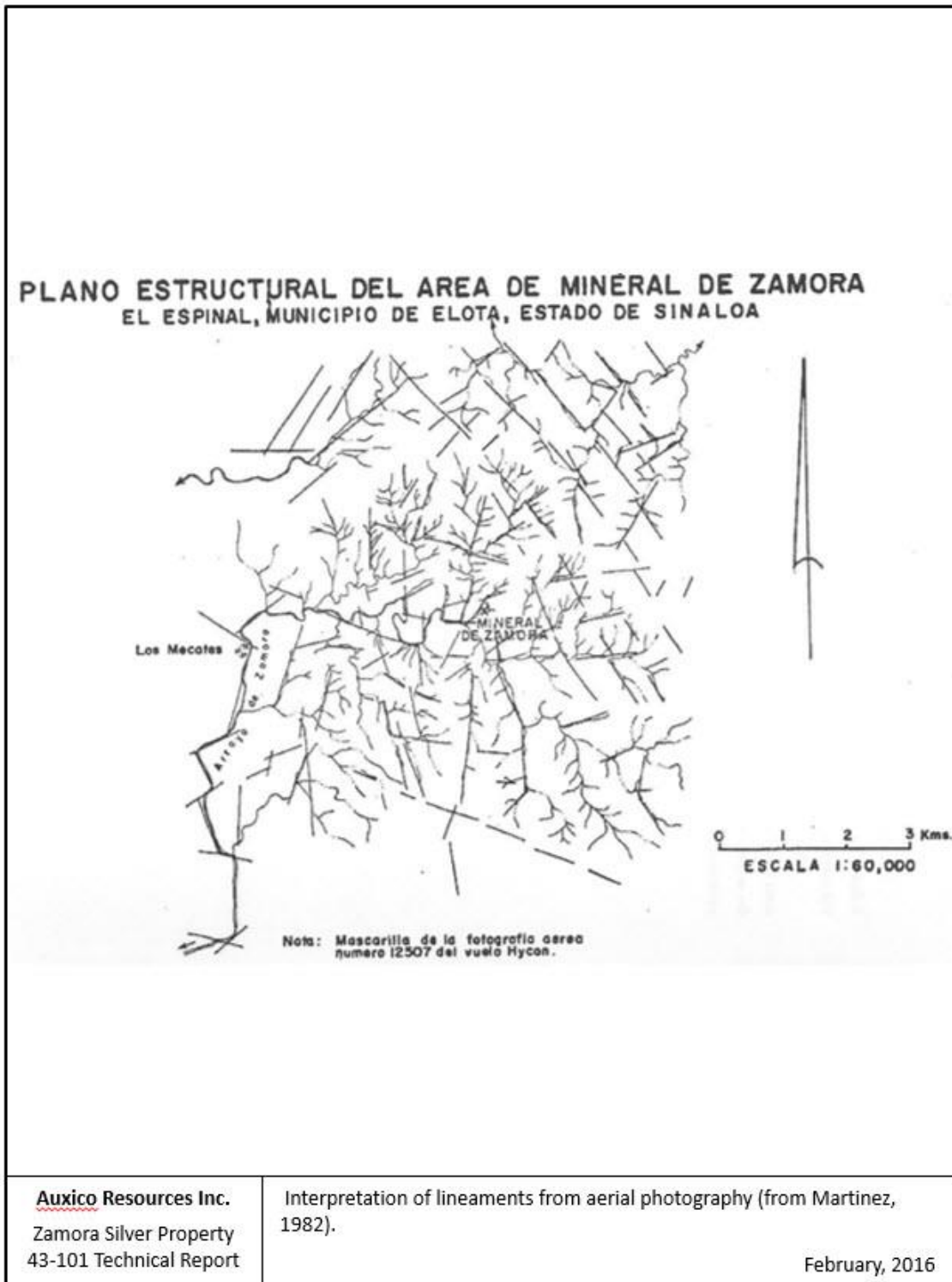


Figure 14: Lineament Orientation after A. Martinez



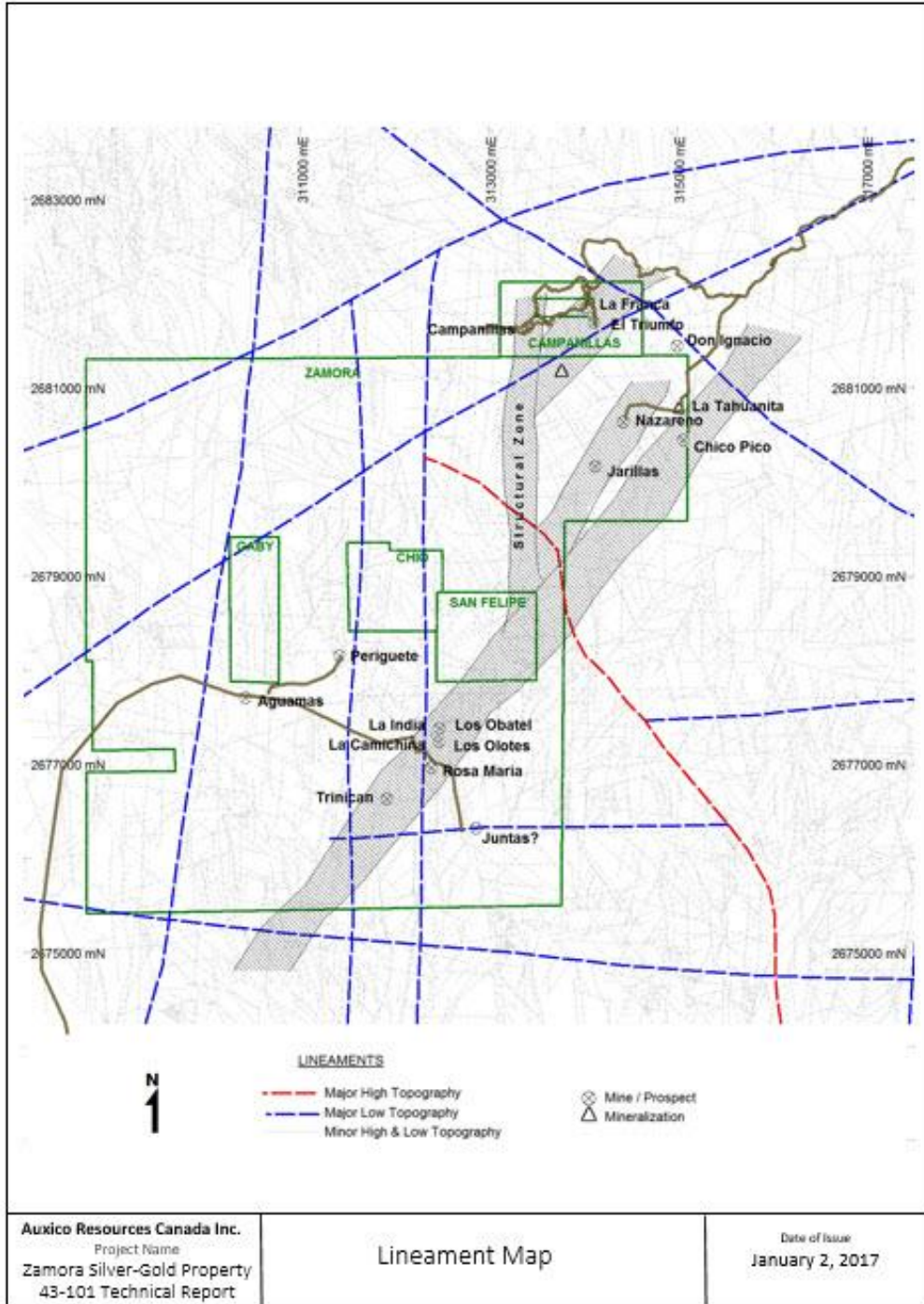


Figure 15: Lineament Interpretation after Popiela



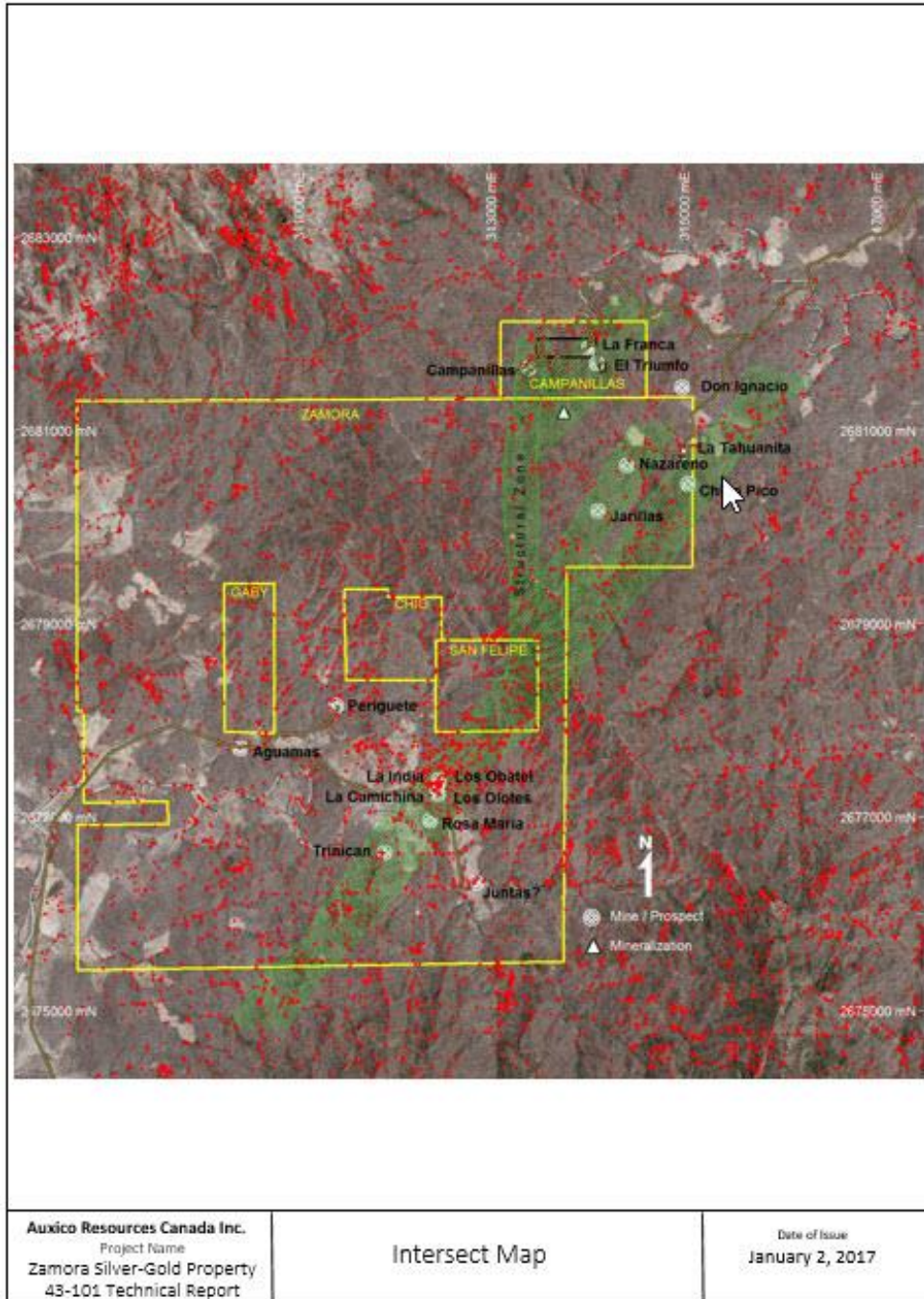


Figure 16: Intersection Points of Lineaments after Popiela



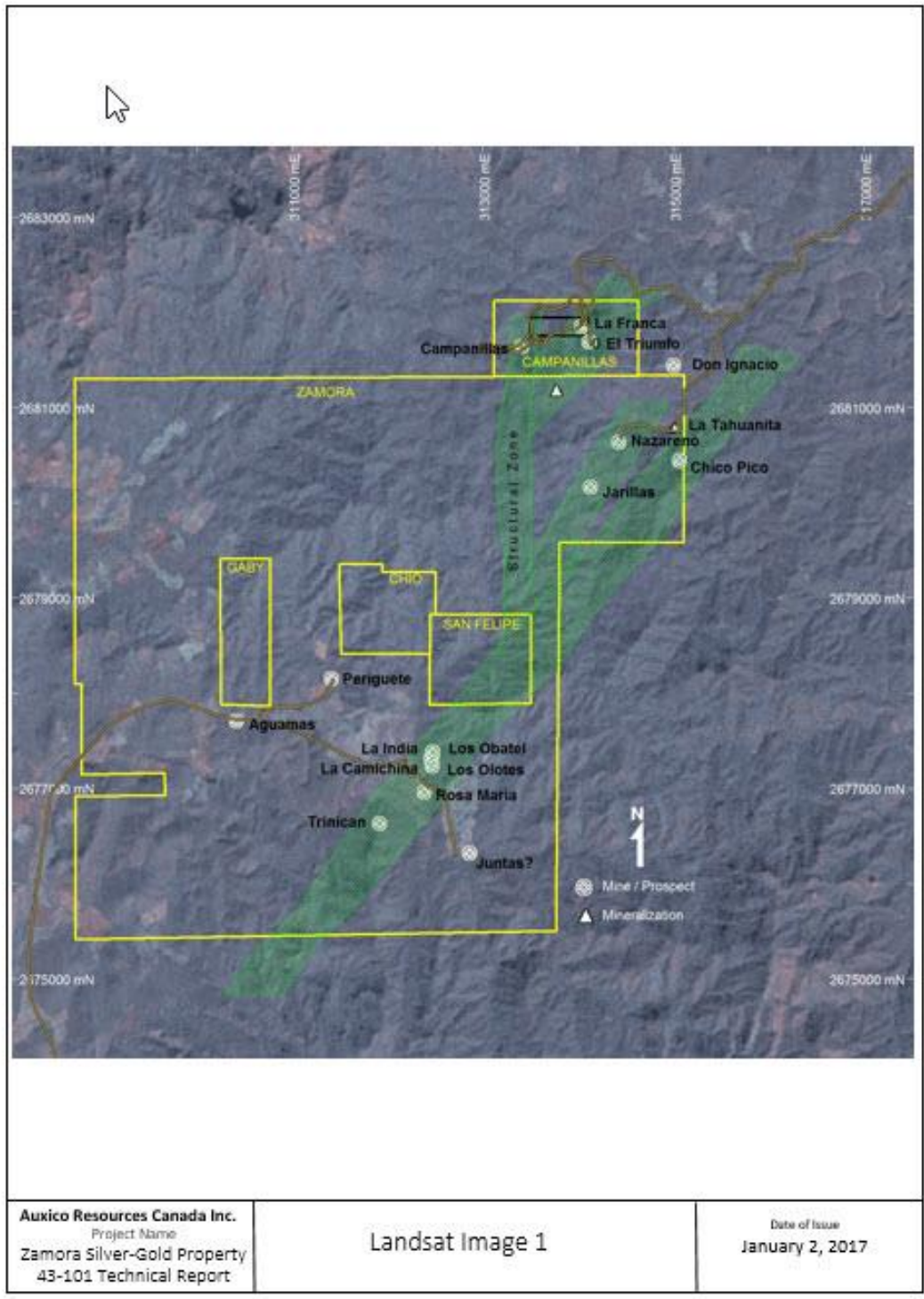


Figure 17: Landsat Image 1



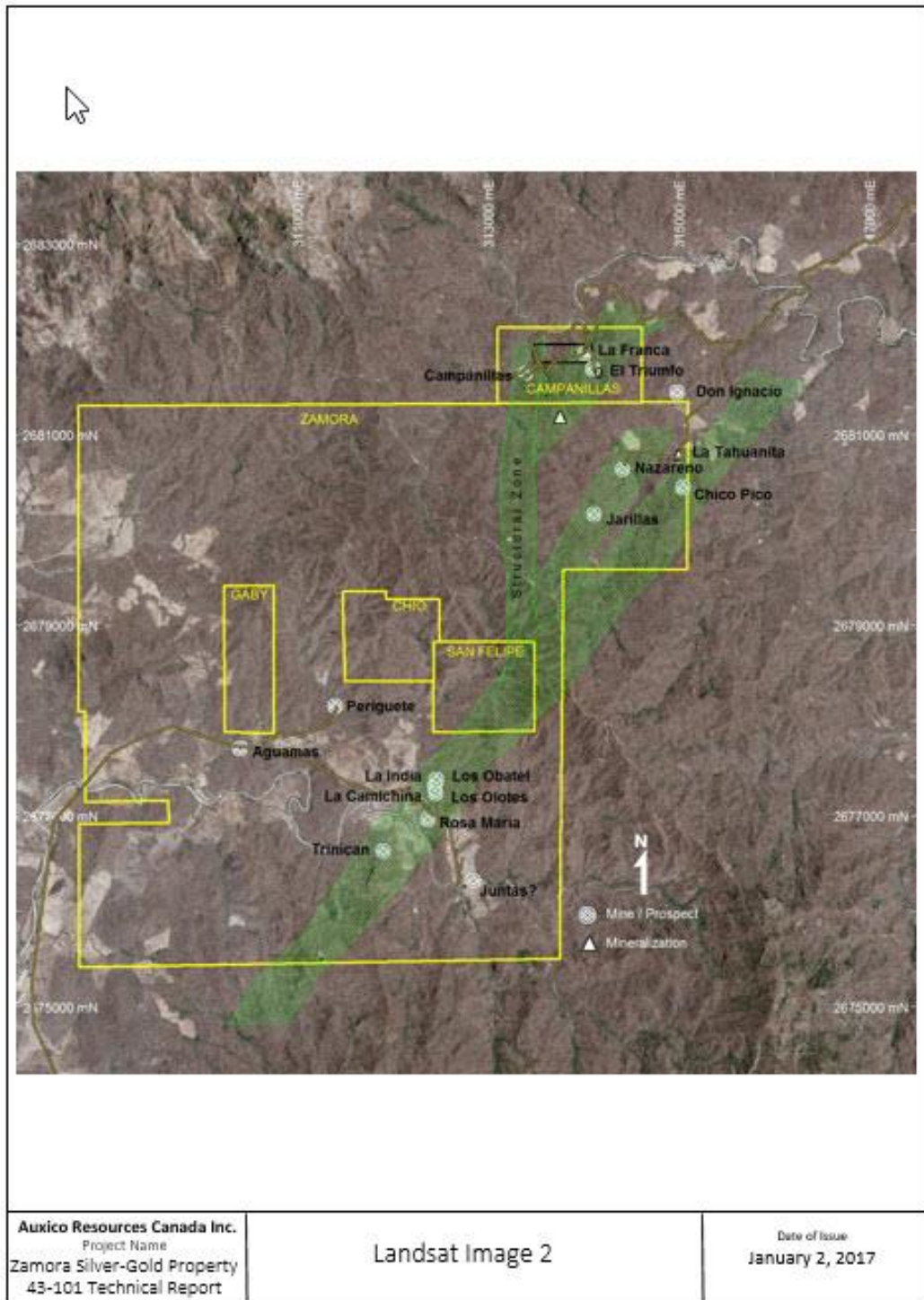


Figure 18: Landsat Image 2



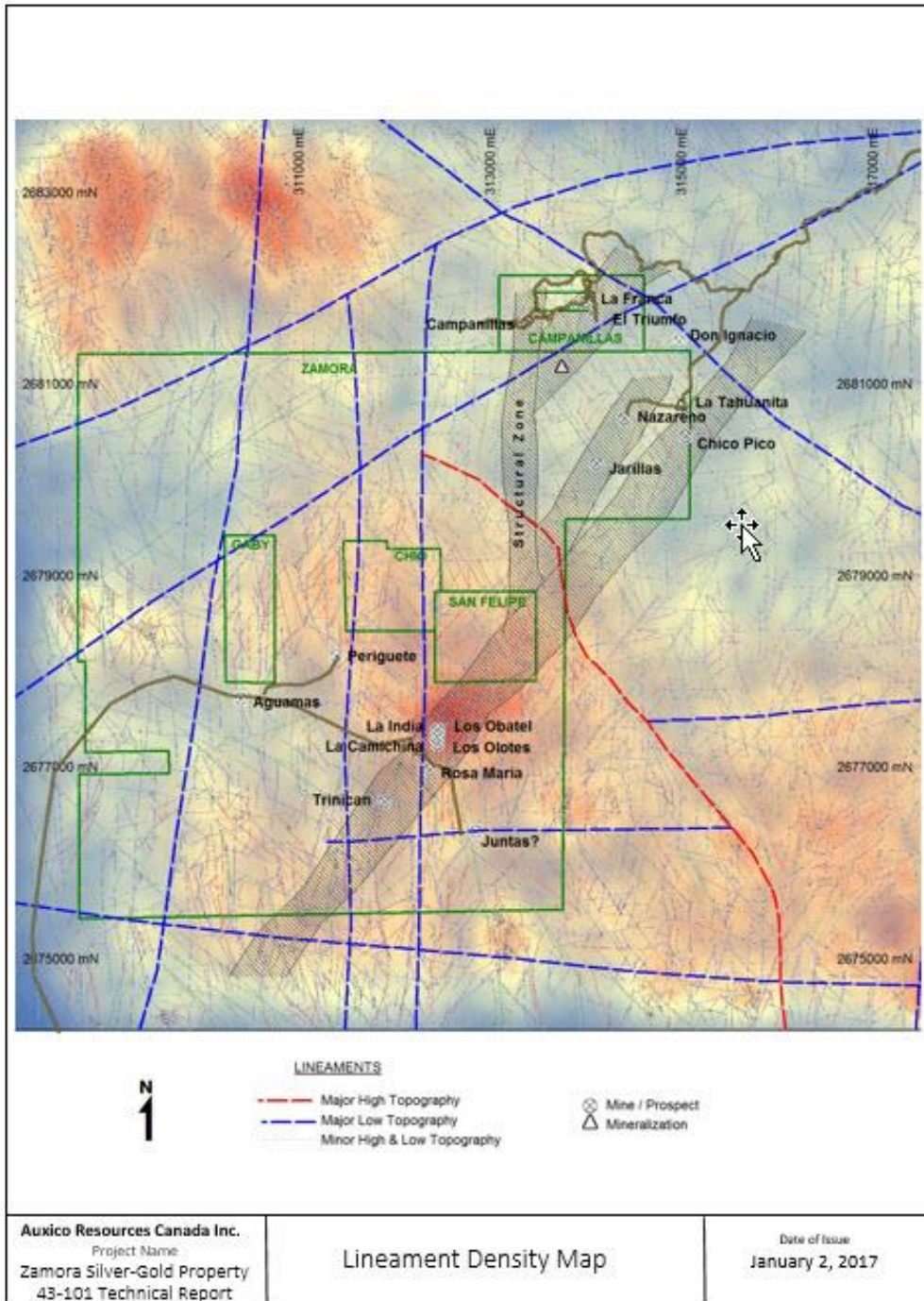


Figure 19: Lineament Density Map



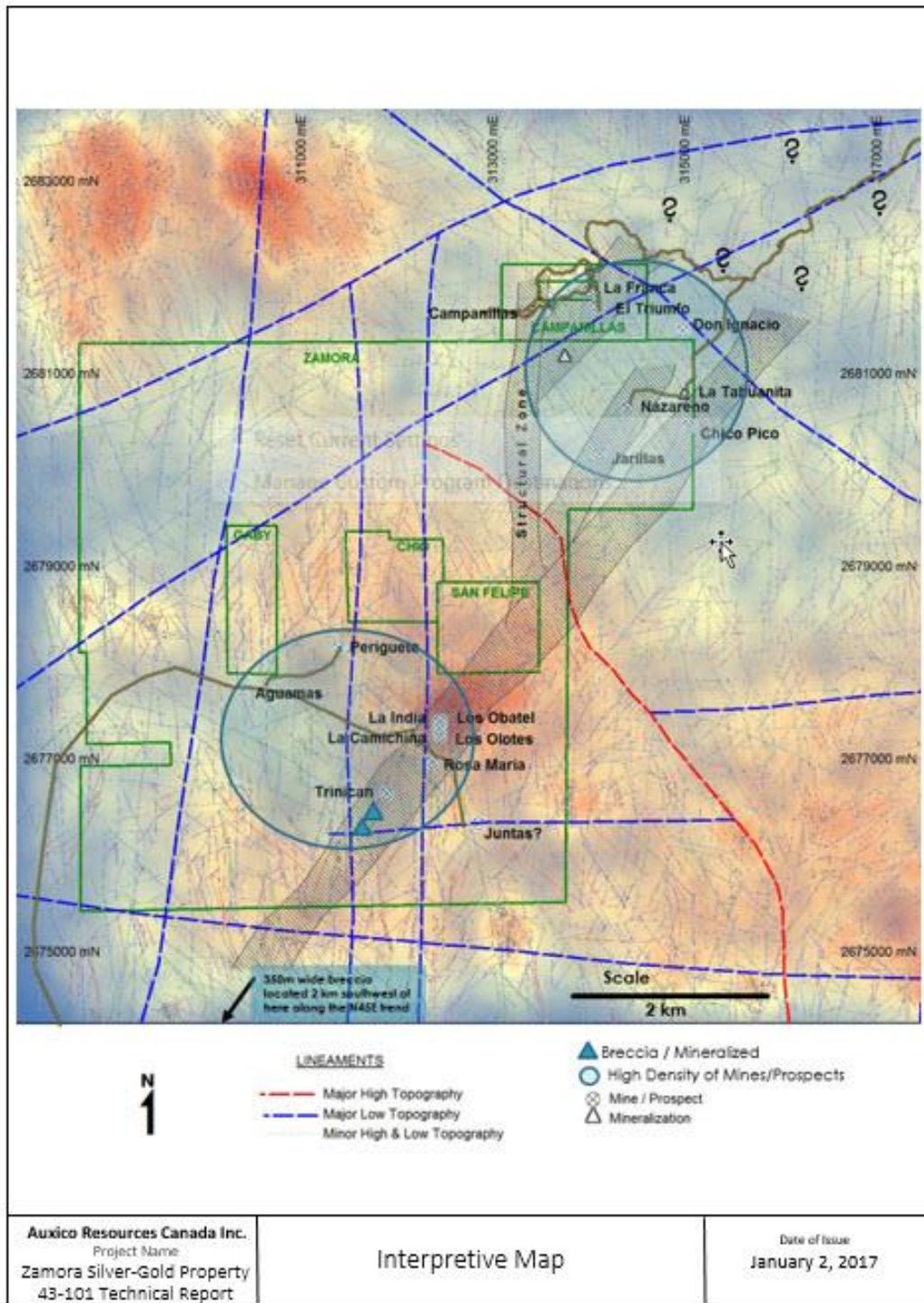


Figure 20: Interpretive Map



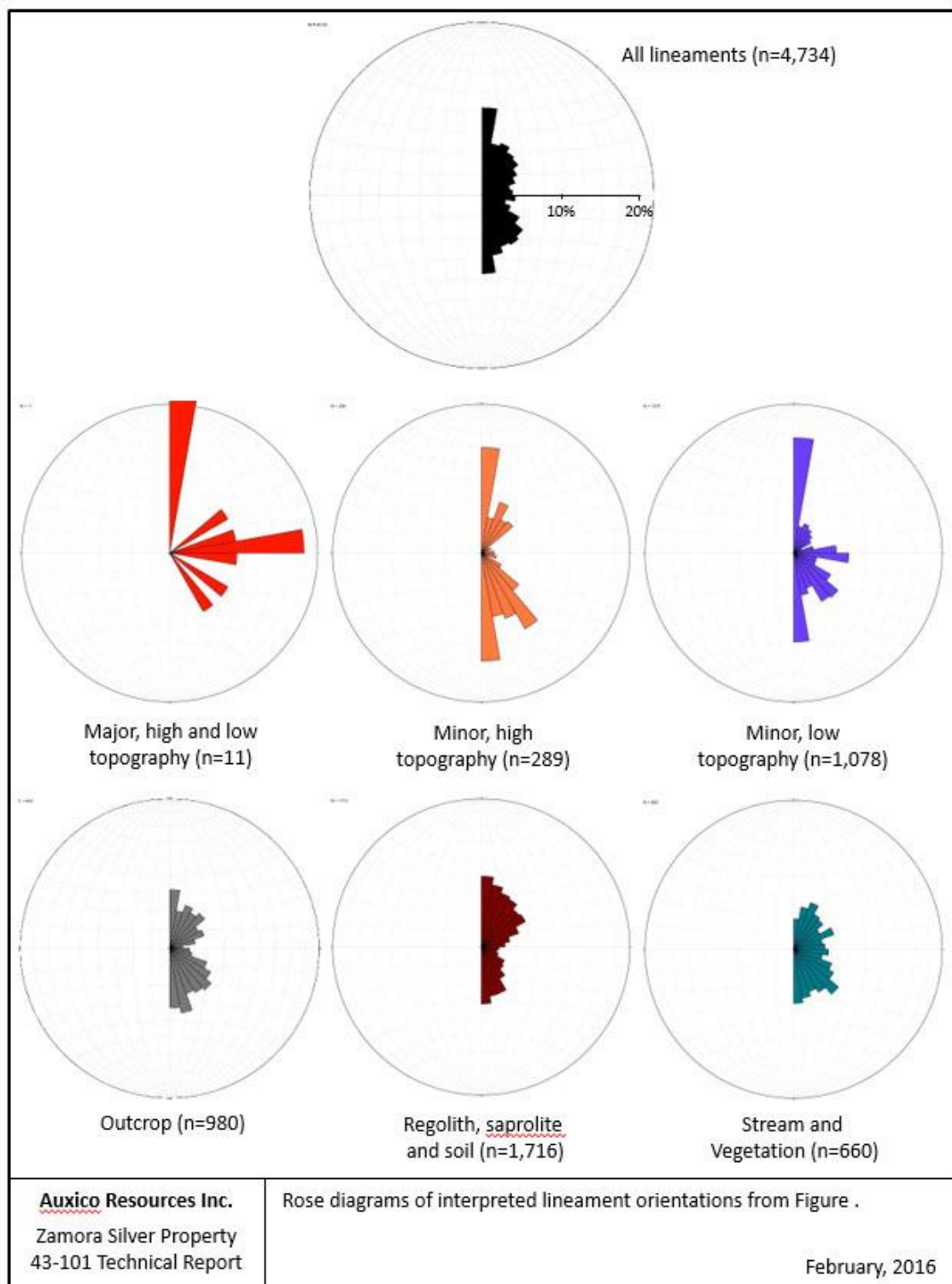


Figure 21: Rose Diagram



8 Deposit types

8.1 Metallic Mineral Deposits

The state of Sinaloa is characterized by deposits of gold, silver, zinc, lead, copper, iron, as well as molybdenum, tungsten, bismuth, nickel and cobalt. The following description will be made on the basis of their genetic classifications and their importance in value and volume; it starts with the vein type of fissure filling deposits with mineralogical associations of gold-silver, silver-gold and silver-lead-zinc. In decreasing order will address the contact metasomatic deposits of lead-zinc-copper-silver, as well as iron and tungsten; disseminated deposits of copper, molybdenum and tungsten, magmatic segregation deposits of nickel and cobalt, and finally the placer gold deposits.

8.2 Mineral Deposits in Veins

Under this concept the hydrothermal deposits of fissure filling are integrated into epithermal phase veins of silver-gold where silver is the main ore and gold is an aggregate, and gold-silver veins where gold is the economically exploitable mineral as silver occurs in minimum proportions and occasionally it does not show at all, these are rather more commonly associated with copper minerals. Mesothermal phase deposits are of silver, lead and zinc, and occasionally some gold.

8.3 Gold and Silver Vein Deposits

These are epithermal, and have a wide distribution throughout the state (Figure 22), constituting a real province of gold and silver, with distribution in all the mining regions of the state. These are emplaced mainly at the base of the Lower Tertiary volcanic rocks and occasionally in granitic and rhyolitic rocks of the Upper Tertiary.

These are assembled in quartz gangue and do not show any orientation pattern. These mineral deposits are commonly associated with copper deposits and occasionally with zinc ores, with the notable feature of that in these deposits, gangue minerals show an intense chlorite alteration accompanied by specular hematite.

8.4 Silver and Gold Vein Deposits

These have been recognized only in four mining regions in the state (Figure 23), compared to the wide distribution of the gold deposits mentioned above. These are part of the epithermal gold-silver province, and are emplaced in andesitic volcanic rocks at the base of the lower volcanic complex of the Sierra Madre Occidental. Occasionally, these are emplaced within



granitic rocks. These deposits are characterized by quartz veins of great thickness, with a marked NW-SE trend; containing values rich in silver and gold to a lesser proportion; occasionally these are accompanied by non-economic lead-zinc mineralization values.





EXPLANATION

- IMPORTANT DISTRICT OR MINE
- MINE OR PROSPECT
- PLACER GOLD
- DISTRIBUTION OF THESE DEPOSITS
- MUNICIPAL SEAT
- STATE CAPITAL
- URBANE ZONE
- HIGHWAY
- RAILWAY

Figure 22: Gold-Silver Vein Deposits & Placer Gold Deposits





EXPLANATION

- IMPORTANT DISTRICT OR MINE
- MINE OR PROSPECT
- DISTRIBUTION OF THESE DEPOSITS
- STATE DIVISION
- 4 LANED HIGHWAY
- 6 LANED HIGHWAY
- RAILWAY
- STATE CAPITAL
- MUNICIPAL SEAT
- LOCALITY

Figure 23: Silver & Gold Vein Deposits





EXPLANATION

- IMPORTANT DISTRICT OR MINE
- MINE OR PROSPECT
- DISTRIBUTION OF THESE DEPOSITS
- STATE DIVISION
- 4 LANED HIGHWAY
- 6 LANED HIGHWAY
- + + + + + RAILWAY
- STATE CAPITAL
- MUNICIPAL SEAT
- LOCALITY

Figure 24: Mining Districts



9 EXPLORATION

9.1 Regional Geochemistry

There has been no local or regional geochemical surveys performed on the Property.

9.2 Regional Geophysical Surveys

There has been no local or regional geophysical surveys performed on the Property.

9.3 Drilling

There is no record of any drilling done on the Property.

Exploration potential

Zamora-Camichina

It is widely accepted that the La Camichina shaft was sunk down to approximately 100m below the surface, however in 1982 when the CRM dewatered La Camichina they only went down to the -30m level where a wooden cap was encountered. The cap was removed and a plumb bob was dropped down another 70m or so according to Mr. Martinez. The CRM did not descend or dewater any of the lower areas of the mine since the mandate was to access and evaluate the mineral potential of Los Olotes (personal communication with Mr. Martinez). Based on the premise that silver and gold ore were extracted from La Camichina down to the -100m level and the fact that detailed sampling of Los Olotes which is only 115m along strike from the La Camichina vertical shaft, it can be established that there is a reasonable chance that the Los Olotes mineralized zone continues to at least the same depth as La Camichina which could substantially increase the historic resource calculated by Mr. Martinez.

Los Olotes

The report written by Mr. Martinez as well as detailed sampling maps that are an interim part of that same report, as well as personal communication with Mr. Martinez demonstrate the high-grade nature of silver and gold mineralization in the Los Olotes Mine where the author has verified all the information available at the time of this report.

La India

Prospect pit located very close to Los Olotes. Caved in



Periguete

A site visit to Periguete failed to locate the historic mine, however, farming in the area appears to be the cause of this. A pit was excavated to retain water for cattle. It is believed that the old workings may be buried underneath or alongside of this pit. Outcrops in the immediate area display intense Propylitic alteration and stockwork quart veins.

II.1.1 Campanillas

A considerable amount of work performed by the author in order to gain access to the main level and get an understanding of the vein system, breccia, and structural features represented in Campanillas. The most prominent feature is the fact that the hanging wall and footwall alongside of the main Campanillas vein is hosted by a breccia or stockwork. The stockwork veins are significant in number and can literally be followed from one end of the development drift to the other and transect the main Campanillas vein at right angles. This breccia or stockwork is typical of every historic minesite visited on the property and it is in this structure where higher grade silver has been encountered, and which can add significant tonnage depending on the thickness of this unit, which so far is unknown since it has never been drilled or explored.

III.1.1 Chico Pico

A day visit to Chico Pico revealed quartz fragments and boulders scattered throughout the entire mountain that the author traversed. Vuggy quartz was found near the top of the mountain close to the prospect pit which revealed some high-grade silver mineralization previously discussed. This is a very important area that requires a considerable amount of work as it could represent a large tonnage area based on field observations. One sample returned 429.09 g/t Ag hosted within a strong north-south structure, which appears to be an intensely silicified Andesite with abundant quartz, and represents an area of high sulphidation

IV.1.1 Tahuanita

Tahuanita was found just east of the property boundaries but it appears to be associated with Chico Pico and is close by. This area shows a high-degree of shearing, veining, and intense silica alteration associated with gossans.

V.1.1 La Franca

Although La Franca does not belong to Auxico, one sample in the stope represented by breccia and stockwork returned 1.72 kg/t Ag and 12.96 g/t Au. This sample was collected in a stope which appears to be no more than about 80m from the property boundary with Campanillas. During a one-day field mapping exercise the author was able to trace on surface numerous historic workings between Campanillas and La Franca which implies that it is one zone or one continuous vein system with a minimum strike length of 625m, and open along strike in both directions.



VI.1.1 El Triunfo

The best sample selected at the minesite was 286 g/t Ag and 2.54 g/t Au. North-south structures predominate.

VII.1.1 Nazareno

Low-grade values were returned but the north-south structure is present within the mine workings.

10 Sampling method and approach

10.1 Introduction

Sampling programs, in and around the various historic mines and/or prospect pits included rock chips. All of the sampling conducted by sierra GEOLOGICAL CONSULTANTS INC. was carried out by the author, Antonio Martinez, and local support workers.

10.2 Metallurgical samples

Rock samples collected for metallurgy were carefully selected, prepared and sent off to Dundee Sustainable Technologies at Thetford Mines, Quebec.

10.3 Analytical laboratories

SGS in Durango, Mexico and Dundee Sustainable Technologies laboratories were used for analyzing all of the rock samples.

10.4 Assaying Sample preparation

Samples were delivered via FEDEX to SGS in Durango and via FEDEX to Dundee Sustainable Technologies at Thetford Mines, Quebec. At Dundee the entire sample was crushed using jaw and cone crushers. All samples were put into 5ml plastic bags with zip ties or 5 gallon plastic containers and then sealed with gorilla tape for security. Sample tags were placed inside the containers and marked on the outside of the container with a permanent marker. The information of all the samples are then entered into a database which can be accessed for future reference.



SGS Mineral Services from Durango then prepared the samples by:

- Crushing
- Grinding
- Froth flotation
- Separation by size, gravity, heavy media
- Magnetic separation
- Solvent extraction – electrowinning

The samples were weighed, dried (up to 3.0 kg) crushed to 75% passing a 2mm screen. A 250 g split was taken from this material and pulverized to 85% passing 75 microns. A 30 g or 50 g sample was then selected for Fire Assay with an Inductively Coupled Plasma – Atomic Emission Spectrometry (ICP-AES) finish. The rejects are all currently stored at the SGS facility in Durango, Mexico as well as the pulps.

10.5 Quality Assurance/Quality Control Programs (QA/QC)

Because of the limited campaign, no standards or blanks were used, however, as part of the QA/QC program the author send some samples to DST and the results were in line with the assays from SGS.

10.6 Databases

The grab sample and channel sample database for the Zamora Silver Property consists of samples from most of the historic mines located within the limits of the claims as well as from La Franca which lies within the Campanillas Lot and which does not belong to Auxico. Database samples describe values for gold and silver, and in the case of DST display results from some other elements including and not limited to Arsenic. Samples with less than detectable gold and silver values are recorded in the database at the detection limit.

10.7 Sample security

All of the samples were put into 6 ml poly bags and zip tied, and were then put into 5 gallon plastic containers. The lids for the containers were wrapped with tuck tape and taken to the authors place of residence in Culiacan in a secure location. They were then delivered to FEDEX in Culiacan and shipped off to SGS in Durango for analyses.

10.8 Sample storage

All of the pulps and rejects are stored at SGS laboratory in Durango, Mexico. There are no more pulps or rejects stored at Dundee Sustainable Technologies Lab in Thetford Mines, Quebec, they have been discarded.



10.9 Data verification

The author of this report checked the assay entry on all of the samples against the original assay certificates and found no transcription errors.

11 ADJACENT PROPERTIES

The Qualifying Person authoring this report believes that the only properties that can be considered as “adjacent properties” to the Zamora Silver Property as defined by NI 43-101 are La Franca and El Tigre. There is no information available on the El Tigre Property which surrounds Zamora on all sides, nor are there reports for any other claims in the immediate area except for La Franca.

12 MINERAL PROCESSING AND METALLURGICAL TESTING

12.1 Metallurgical Testwork

Some of the samples were sent to Dundee Sustainable Technologies (DST) at Thetford Mines, Quebec for metallurgical testing using halide technology. The material was divided in two identical parts and one of these was crushed, dried at 45°C, then ground to 80% -200 mesh for analytical and flotation purposes. The second part was put aside for a potential different particle size, if a gravity concentration is required. The representative ground sample was digested in aqua regia and analyzed by ICP for metals, fire assay for Ag and Au, and for sulfur and sulfide. Flotation tests were then done with this material, in order to verify and calculate the gold and silver recovery in the concentrate.

12.2 Process description

DST has developed a novel process which uses chlorination in order to extract precious metals from refractory minerals. The Corporation’s process operates in a closed loop circuit, which implies that no liquid effluents are generated, eliminating the need for costly tailings ponds. The chemistry and process design allows precious metal deposits containing base metals to be treated viably. The tailings from the process are inert from toxic substances, sulphide depleted and not acid generating, and as a result, meet environmental norms. The efficiency of the process has demonstrated high gold recoveries within a fraction of the time needed for cyanidation to obtain similar results.

The efficiency of the process, coupled with its operating conditions, plant size, construction material allow for competitive operating and capital costs as confirmed by technical and economic validation done by recognized engineering firms.

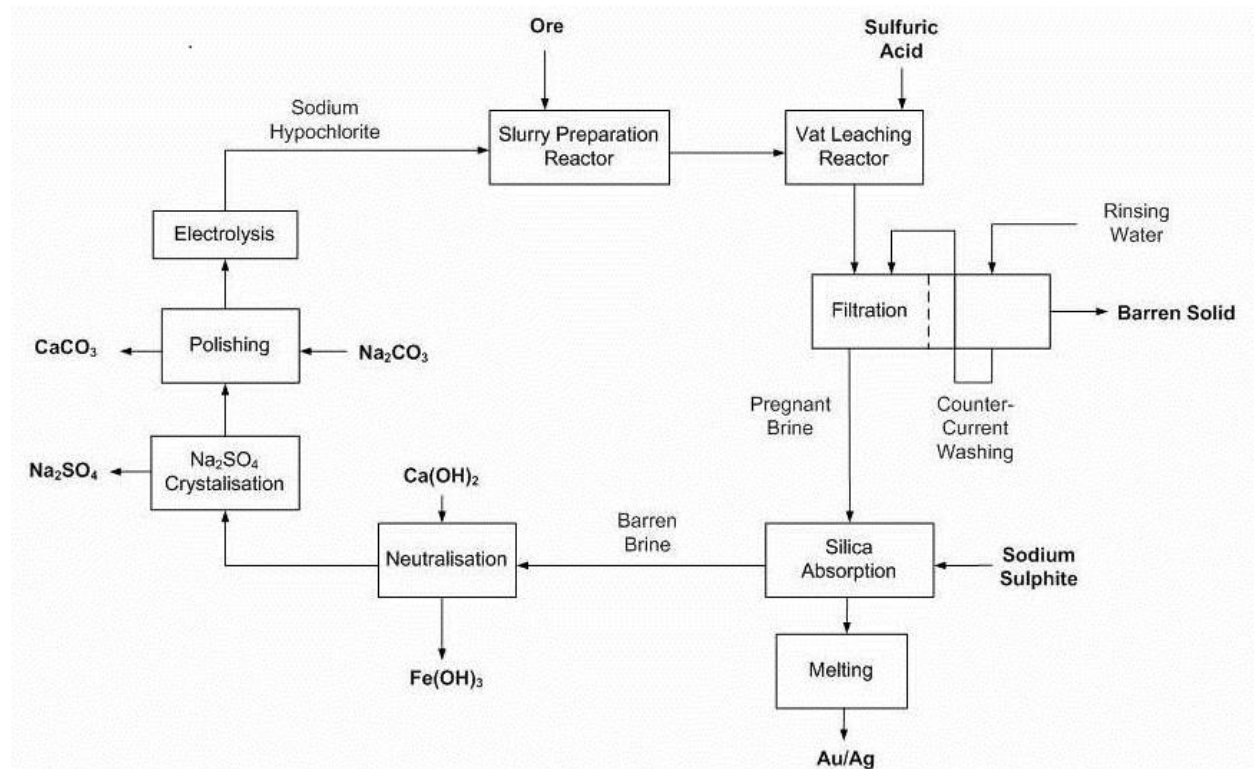


DST has completed the construction of its Demonstration plant. The plant is located in Thetford Mines and following a commissioning and demonstration period, the plant will process material on a commercial basis. The plant has a capacity of 15 Tonnes per day of mineral concentrate, and the ability to extract gold and silver utilizing DST’s chlorination technology.

Since the foundation of the company in 1997, the technology has evolved from laboratory experiment to optimization at the pilot scale. The demonstration plant will now demonstrate the technology at an industrial scale for further commercialization. The support from shareholders, institutions and other partners has made this development possible and allowed the Corporation’s cyanide free process to be ready for commercialization at the national and international level.

Chlorination Circuit Overview

Chlorination Circuit Overview



Chlorination Circuit Overview



12.3 CVMR, Mining and Metal Refining

CVMR Corporation (CVMR®) is a privately held multinational organization with its head office and R & D Centre in Toronto, Canada. It is engaged in:

Mining and metal refining, using its own proprietary vapour metallurgy processes and its own mineral resources;

Manufacturing of high value metal powders, nano-powders, net shapes and super alloys, using CVMR's proprietary processes;

Providing feed materials for 2D, 3D and 4D Printing (Additive Manufacturing);

manufacturing graphite films on nickel substrates, using cold-wall chemical vapour deposition (CVD) from a mixture of hydrogen and methane;

manufacturing of graphene, refining of graphite and creation of materials coated or imbedded with nano metal powders;

providing a range of technologically innovative solutions to the mining, refining and metal powder manufacturing industries.

Credentials & Experience

CVMR®'s technologies enable it to refine metals directly from raw ore, tailings, concentrates, scrap metals, and contaminated metals, in order to manufacture metal powders, including nano-powders, coatings, net shapes of various kinds, mostly in nickel and iron, cobalt, PGE, tantalum, molybdenum, titanium and vanadium. Specifically, CVMR can refine laterite ores rapidly and at a lower operational cost than other prevailing refining methods, and produces high value products that are used directly by a variety of industries.

Over the past 30 years, CVMR® has developed a series of unique processes and technologies for refining of Transition Metals from which it manufactures various metal products. CVMR®'s technologies are based on proven methods some of which were invented some 100 years ago.

The proprietary vapour metallurgy process used by CVMR® refines various metals by chemically vaporizing them close to atmospheric pressure and relatively low temperatures. It simultaneously manufactures various metal powders and metal parts, as part of the same process, for the end user markets. The process does not melt the metals as is done in the usual smelting processes. CVMR®'s plants are pollution free and completely neutral to the environment. They create no air, water or soil pollution of any kind. CVMR®'s plants are hermetically sealed and all gases used in the process of vaporizing the metals are recycled.

All CVMR®'s refining/manufacturing plants are built on a modular basis, enabling a substantial degree of flexibility, allowing a plant to be built and to grow in size gradually, in different



phases. Each phase is self sufficient and pays off its own capital cost in less than three years and continues to operate as a module within the larger, fully integrated operation for the entire life of the plant, estimated to be well over 35 years. Each module is capable of processing different ores, concentrates or metal scraps and hence manufacturing various metal products, for diverse markets. CVMR[®]'s refining/manufacturing process is capable of producing pure metal products with very high degree of purity. Moreover, it produces products for final consumption without a need for further enhancement, e.g. various metal powders for use in batteries, 3D Printing, aerospace and automotive parts manufacturing, nano-powders, net shapes, medical instruments, computer parts, electronic parts, moulds and tools, super alloys, sophisticated net shapes for use in the defence and space industries, etc.

All such output, inevitably attracts highly valued sophisticated industries with high paying industrial jobs as secondary industries that CVMR[®]'s products can feed into, enhancing any host country's economy far beyond the value added to the mined and recycled metals. CVMR[®]'s products have had a very strong, dependable export market for high value metal powders and net shapes, in the past 25 years. All indicators point to an even stronger international market with substantial potential for growth.

On February 25th, 2016 Auxico Resources Canada Inc. entered into an Amended Technology License Agreement with CVMR Corporation which is provided in Appendix 11 of this Report. Auxico will pay to CVMR 50% of EBITDA from the transformation of concentrates into metal powders, specifically copper, silver, and gold. This Royalty will apply to all properties held by Auxico that will use the Licensed Technology in Mexico.

In addition to the Royalty, Auxico shall pay a one-time fee of USD 7 million at twelve months after the initial production of metal powders by Auxico for the use of the Licensed Technology at a minimum rate of 5 tonnes per day for 250 days a year. Please refer to Appendix 11 for all of the details in the Amended Technology License Agreement.



12.4 Arsenic Sequestration by Vitrification

The occurrence of arsenic bearing minerals is increasing in base and precious metal deposits. Materials with elevated arsenic contents are difficult to process without the associated environmental risks. Due to limited alternatives, the arsenic is volatilized or left in tailings exposed to lixiviation. Very few facilities in the world are capable of treating material containing high levels of arsenic. DST has developed in its portfolio of technologies a patented process for the capture and stabilisation of the arsenic from mining and processing operations.

DST's approach is to form a very stable glass and vitrify the arsenic content. The cost of sequestering the arsenic using the vitrification technology is in the order of ten times lower than conventional approaches and produces a stable, insoluble glass residue.

13 MINERAL RESOURCE AND MINERAL RESERVE

There are no NI 43-101 compliant mineral resources on the Property.

13.1 Mineral reserves

There are no NI 43-101 compliant mineral reserves on the Property.

14 OTHER RELEVANT DATA AND INFORMATION

No additional information or explanation is necessary to make this Technical Report understanding and not misleading.

15 INTERPRETATION AND CONCLUSIONS

The Zamora Silver-Gold Property is host to fifteen mines and/or prospects, showings that have shown to have potential to host one or more deposits of economic worth. With only three months of prospecting and exploration work conducted by the author in 2014, along with Antonio Martinez, several conclusions can be made at this early stage.

Los Olotes, which was investigated by the CRM in 1982, and according to reports hosts a historical mineral inventory of 34,645 tons of 1.52 kg/t Ag and 12.87 g/t Au from surface to the 120m level. The author has a high-level of comfort on the work conducted by the CRM and supervised by Mr. Martinez in 1982. This being said, the realization that pervasive north-south mineralized stockwork zones and breccias appear in every mine in the hanging wall and footwall of all the mines investigated leads one to believe that the potential exists to delineate one or more deposits of sizeable tonnage. Also of importance is the observation that all these mines, prospects, and showings show similar characteristics such as mineralization, structure, and



intensity of hydrothermal alteration as well as most importantly the stockwork and brecciated nature of the wallrocks adjacent to the quartz veins that were both mined and in-situ. If anything was learned during the 2014 campaign it was that the stockworks appear to be pregnant with silver and gold to varying degrees, and appear to act as a marker horizon for the existence and formation of the veins that have been mined to date. As can be seen in Figure 20: Interpretive Map, there are essentially two clusters of historic mines/prospects, one in the northern part and one in the southern part. Intersections of major structures and lineament densities appear to be the reason behind these two major clusters.

The breccia unit was found to traverse the entire property from southwest to northeast which is approximate 8 km long, and of even more importance is that the same breccia unit can be found approximately 5 km southwest of the southernmost property line. The breccia in this area is comprised of 1-3% finely disseminated pyrite hosted in an extremely silicified rock, sometimes showing intense shearing and a slight increase of local sulphides in the form of pyrite up to about 5%. Quartz Porphyries have also been identified in this area south of the property. There is a breccia unit located 5.4 km southwest of La Camachina, again just off the property and measures 350 m wide. The width of the breccia at this locale demonstrates that if any economic grades are discovered within the breccia, this could lead to significant tonnage implications.

Prospecting along strike of La Franca and Campanillas was successful in locating numerous old workings and measurements of structures at these workings all indicate that these two mines trend along the same pervasive structure which would indicate one continuous mineralized zone. Also of importance is the occurrence of cinnabar found on surface at several locations indicating that the silver and gold values would increase with depth since that is usually the marker horizon at the top of the unit which often carries lower values. One could also conclude that the high-grade sample taken from the stockpile at Campanillas which grades 14.56 kg/t Ag and 12.96 g/t Au (SGS) was extracted from deeper levels in the mine since sampling on the main level, so far, has not returned such a high-grade value. It appears that there are two additional levels at Campanillas, and at least one more level at La Franca.



16 BUDGET PROPOSAL AND RECOMMENDATIONS

A budget of USD 500,000 is required to verify the historical resource at Los Olotes, dewater La Camichina to gain access to Los Olotes, to lay the foundation for a 35,000 ton bulk sample using a mobile gravity plant with a five-cell flotation circuit, producing both a gravity concentrate and flotation concentrate. A 1,500m diamond drilling program will be initiated to drill off the historical resource at Los Olotes, as well as gaining access to the resource via the La Camichina shaft and crosscut. The plan is to dewater the shaft just below the 30m level, which appears to be in considerably good condition. Steel pipes will be lowered into the shaft down to about 35m from surface and a generator with a water pump will be set up beside the shaft in order to pump out the water. The water will be pumped out in order to be able to gain access to the crosscut which leads to Los Olotes. According to information provided by Mr. Martinez, in 1981 the pillars on the 30m level were collapsed and therefore access could not be gained to the upper levels, however a drill station could be set up on the 30m level and drilling could be established underground to cut the Los Olotes and Zamora vein system. A detailed mapping and sampling program will be undertaken at Los Olotes, and along with the drilling campaign, the objective is to put together a Measured and Indicated Resource for a bulk sampling program in the next phase of work.

A letter of commitment is included in the Appendices as Appendix 5 which demonstrates that Nextrade is willing to purchase the concentrate from Auxico.

The author recommends pursuing serious negotiations with the owner of La Franca for immediate acquisition. Back in 2014 discussions regarding the acquisition for La Franca were ongoing in Mexico.

Budget Phase 1: Ore Verification – Los Olotes

<i>Description</i>	<i>Cost</i>	<i>Comments</i>
<i>1,500m Diamond Drilling Program at Los Olotes</i>	300,000	All-in cost of USD 200/m
<i>Environmental Water Permit</i>	25,000	Dewater La Camichina
<i>Sampling and Mapping Los Olotes Metallurgical Test Work</i>	75,000	On the 17m, 23m, 30m & possibly the 60m level
<i>Ventilation & Electrical, Clean up, Headframe Restoration</i>	100,000	Restoration of the La Camichina Headframe for this part of the program
Total	500,000	



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16.2 Glossary of Geological Terms

AA – Atomic Absorption spectrometry: instrumental method of determining element concentration by aspirating a sample solution into an acetylene or nitrous-oxide flame passing light from the same element through the flame. The concentration of the element in the sample can be quantified by the amount of light absorbed by the element present within by the flame.

acid - a term applied to igneous rocks having a higher percentage of silica than orthoclase, the limiting figure commonly adopted being 66 per cent.

airborne magnetic survey -a regional-scale exploration method involving the use of magnetometers and data recording instrumentation mounted on fixed wing aircraft or helicopters using a trailing "bird" or fixed "stinger". The survey usually takes the form of a systematic flight pattern designed to cover the survey area with the objective of detecting magnetic anomalies.

alkalic - igneous rocks with more alkali metals than average for its clan. anastomosing - branching and joining irregularly to produce a net like pattern. amphibolite - a crystalloblastic rock consisting mainly of amphibole and plagioclase with quartz absent. archean - the term meaning ancient has been generally applied to the oldest rocks of the Precambrian age. Ag - chemical symbol for silver.

assay - valuable metals concentration test. Au - chemical symbol for gold.

basic - a general description for an igneous rock that has comparatively low silica, between 50 per cent. and 66 per cent.

band ironstone formations (BIF) - a finely banded siliceous hematite (iron oxide bearing) rock of Precambrian age.

beresite-a term commonly used in the Ural goldfields and in other gold-bearing districts of the CIS. Granitic rocks, granite gneisses, quartz porphyries and certain types of schists heavily sericitized,

albitized and in places impregnated with pyrite are called beresites by Russian geologists. Wall rocks are generally enriched in K, Co, and Ca and exhibit depletions in Fe³⁺, Al and SiO₂. Sericite and Ca-Mg carbonates are the principal resultant minerals e.g. Ankerite.

biotite - a common rock forming mineral which is a member of the mica family. breccia - a fragmental rock whose components are angular and not water-worn. calc-silicate - a fine grained metamorphic rock rich in calc-silicate minerals. calc-alkali - igneous rocks having an alkali-lime index of 66 to 61.

carbonates - rocks composed predominantly of salts of carbonic acid. chalcopyrite - copper pyrites an important ore of copper.



charnockite - a quartzofeldspathic gneiss or granulite with hypersthene.

chlorite - a rock forming mineral common in metamorphic rocks which is a member of the mica family. crosscut - a mining tunnel driven perpendicular to the dominant trend of a vein or ore bearing structure. cross section - a diagram or drawing that shows features transected by a vertical plane drawn at right angles to the longer of the axes of a geologic feature.

cut-off grade - the lowest grade of mineralized material considered economic to mine and process - used in the calculation of mineable reserves.

detection limit – the smallest concentration or amount of a component of interest that can be detected by a single measurement with a stated level of confidence. Generally regarded as the concentration level with a precision of +/-100%.

diamond drill holes - a drilling method whereby rock is drilled with a diamond impregnated, hollow drilling bit which produces a continuous, in-situ record of the rock mass intersected in the form of solid cylinders of rock which are referred to as core.

dilution - reduction of ore grade by contamination with waste material.

dip - the angle at which layered rocks, foliation, a fault, or other planar structures, are inclined from the horizontal.

electrowinning - recovery of metal from solution by electrolysis.

EM - Electromagnetic

elution - the process of desorption (taking of gold from carbon). epidote - a common mineral in metamorphic rocks.

feasibility study - a definitive engineering estimate of all costs, revenues, equipment requirements, and production levels likely to be achieved if a mine is developed. The study is used to define the economic viability of a project and to support the search for project financing.

feldspar - a group of abundant (approximately 60 per cent. of the earth's crust) rock forming minerals.

fire assaying – highly precise and accurate methods for the total determination of gold and other precious metals in samples. Typically used on ore-grade samples. Samples are mixed with fluxes including lead-oxide, fused at 1050°, cupelled to recover a dore bead, nitric acid parted to separate the precious metal then analyzed by either gravimetric, AA or ICP finish.

gabbro - a plutonic rock consisting mostly of plagioclase and clinopyroxene.

galena - a lead sulphide mineral, principal ore of lead.



granulite (facies) - gneissic rocks produced by deep-seated high grade regional metamorphism.

geochemical analysis – a precise and accurate method for the determination of elements using a fusion or acid digestion followed by determination by instrumental (i.e. specific ion electrode, AA, ICP, etc.) means. Applied to samples with moderate to very low element concentrations.

geochemical sampling - a mineral exploration method whereby samples of soil, stream sediments rocks are collected in a systematic way and analyzed for a suite of elements.

gneiss - a coarse-grained rock in which bands rich in granular minerals alternate with bands in which schistose minerals predominate.

grade- the amount of valuable mineral in each tonne of ore, expressed as ounces per ton or grams per tonne for precious metal and as a percentage by weight for other metals.

g/t - grams per metric tonne.

hanging wall -the overlying side of a fault, orebody, or mine working, in particular the wall rock above a fault or inclined vein.

head grade - a general term referring to the grade of ore delivered to the processing plant.

host rock - a volume of rock within which the orebody occurs.

Hydrothermal Alteration Process - Hot water or “hydrothermal fluids” pass through a nearby igneous rocks fractures or porous spaces within the rock, altering the chemical composition (Adams). This chemical alteration can be the result of “adding, removing, or the redistribution of the chemical components” (Adams). Typically, these “hydrothermal fluids” or “aqueous solutions” carry many metals in addition to “silicates and other non-metallic materials” (Jones and Hutton). The different igneous rock compositions can range in a variety of minerals, when the water that is heated by a nearby magmatic chamber rises in temperature and alters the nearby igneous rocks the hydrothermal solution then becomes mineral rich. This mineral-rich solution rises, meandering its way through fractures or cracks in the rock cooling as it moves and dissolving other minerals on its path, once this solution has cooled in the fracture of the rock- creating veins.

The energy behind the hydrothermal alteration process is the “geothermal cell” (Jones and Hutton 2000). A “geothermal cell” is the place in which the water is heated (Jones and Hutton 2000). Typically, from the source the cold water moves through the fractures and cracks within the rock until it is heated. As stated earlier, it is heated by a nearby magmatic chamber. The heated water solution then passes through the rocks dissolving metallic ions and other minerals, therefore altering the chemical composition and makeup of the rock.

Typically, the hydrothermal solutions have a high saline content; therefore, the movements of these fluids alter the rock. With the minerals varying conditions: temperature, pressure, pH and Eh if the conditions change a condition will therefore change. This may then cause the rock to



react with nearby materials. According to Jones and Hutton “the temperatures at which the minerals are formed range from 50 to 650°C.” These highly varying temperatures create for a highly conducive altering agent. “The movement of these hydrothermal fluids in the crust of the Earth is known as “hydrothermal convection.” (McCaffrey and Pavey). “The reasoning behind this terminology is the root meanings of the word: hydro meaning water, thermal meaning heat and convection meaning transfer of heat by physical movement of material” (McCaffrey and Pavey).

ICP or ICP-ES - Inductively Coupled Plasma - Atomic Emission Spectrometer: An instrument capable of determining the concentrations of 40 to 70+ elements simultaneously by measuring the intensity of light given off by samples aspirated into an argon gas plasma heated to > 10,000°K. Capable of very low detection limits (ppm to ppb) with wide linear ranges (5 orders of magnitude).

ICP-MS - Inductively Coupled Plasma - Mass Spectrometer: An instrument capable of determining the concentrations of 70+ elements simultaneously by measuring the mass of ions generated by an argon gas plasma heated to 10,000°K and passing through a magnetic quadrupole to the detector. Capable of ultra low detection limits (ppb to ppt) with very wide linear ranges (up to 7 orders of magnitude).

indicated mineral resource - that part of a mineral resource for which tonnage, densities, shape, physical characteristics, grade and mineral content can be estimated with a reasonable level of confidence. It is based on detailed and reliable exploration, sampling and testing information, gathered through appropriate techniques from locations such as outcrops, trenches, pits, workings and drill-holes. The locations are too widely or inappropriately spaced to confirm geological and /or grade continuity but are spaced closely enough for continuity to be assumed.

inferred mineral resource - that part of a mineral resource for which tonnage, densities, shape, physical characteristics, grade and mineral content can be estimated with a low level of confidence. It is inferred from geological evidence and assumed but not verified geological and/or grade continuity. It is based on information gathered through appropriate techniques from locations such as outcrops, trenches, pits, workings and drill-holes which may be limited or of uncertain quality or reliability.

inferred resource - a mineral resource inferred from geoscientific evidence, drill holes, underground openings or other sampling procedures where the lack of data is such that continuity cannot be predicted with confidence and where geoscientific data may not be known with a reasonable level of reliability.

kriging - a block reserve estimation process which gives the best linear unbiased estimate for a block. It aims to minimise estimation variance of a block which thus makes it an optimum estimator.

litho - rock body.



lode - a tubular or vein-like deposit of valuable mineral between well defined walls of rock.

long-hole retreat stoping - a medium volume bulk mining method which mines a block of ore between two levels. An access tunnel is developed below the mining block and the direction of mining is from the furthest point towards the entrance.

long section - a diagram or drawing that shows features transected by a vertical plane drawn at parallel to the longer of the axes of a geologic feature.

Mag - Magnetic

magmatic - of pertaining to or derived from magma.

mesh size –A standardized method for measuring the size of particles.A sieve's mesh number indicates the number of strands of wire in 1 inch of mesh screen. Higher mesh numbers have a greater number of strands therefore the openings between strands are smaller. Thus a 10 mesh sieve has 1.68 mm openings while a 100 mesh screen has 0.150 mm openings. Particles passing through a sieve are referred to as the minus mesh fraction (eg. -100 mesh) while particles that remain in the sieve are referred to as the plus mesh fraction (eg. +100 mesh).

mesothermal - a hydrothermal ore deposit formed at intermediate temperatures (200° - 300°C) and depths.

metallics assay - a fire assay that determines the amount of coarse native metal in a sample. A large sample is pulverized then sieved. The coarse fraction containing any native metal is assayed in total, a representative portion of the fine fraction is assayed. Results are reported for each fraction and the weighted average of the fractions.

metamorphosed - a term used to describe a rock mass which has been subjected to metamorphism. Metamorphism is a geological process where the original mineral composition of a rock is changed or metamorphosed in response to local or regional scale changes in temperature, pressure and the action of

migmatites-a mixed rock made from two different sources-pre-existing metamorphic rock, usually a gneiss intruded by granitic material.

mineable reserves-that portion of an in-situ resource which technical and economic studies have shown to be mineable at a profit under specified economic conditions expressed in terms of the tonnage and grade of the material that would be mined and processed.

mineralization - mineral bearing rock. Mineralization generally refers to the presence of gold and silver established by widely spaced drilling.

mining lease - the mining permit for the Terek and Amuses deposits for the 20 year period up to 10 February 2013.



mobile belt - an elongated zone of the Earth's crust, in which major deformation, igneous activity, metamorphism and migmatization occur.

mylonitization-deformation of a rock by microbrecciation resulting from mechanical forces that are applied in a definite direction.

open-pit, open-cut - surface mining in which ore is extracted from a pit or quarry. The geometry of the pit may vary with the characteristics of the orebody.

ore- rock that contains one or more minerals or metals, at least one of which has commercial value and which can be recovered at a profit.

orebody - a continuous volume of mineralized material which may be economic and feasible to mine. ore-shoot - a large and usually rich aggregation of mineral in a vein.

orogeny - the process of forming mountains, particularly by folding and thrusting. pan-African - a geological event affecting the whole or all the parts of the African Continent. plunge - the inclination of an ore-shoot measured by its departure from horizontal within vein. Proterozoic - the second oldest geological period after Archaean and the typical age of gold deposits in West Africa, Brazil and Venezuela.

ppb – parts per billion: a weight unit of measurement. 1% is equivalent to 10,000,000 ppb, 1 ppb is equivalent to 0.001 ppm or 1,000,000 ppt.

ppm – part per million: a weight unit of measurement. 1% is equivalent to 10,000 ppm, 1 ppm is equivalent to 1,000 ppb or 1,000,000 ppt.

ppt – part per trillion: a weight unit of measurement. 1% is equivalent to 10,000,000,000 ppt. 1 ppt is equivalent to 0.000001 ppm or 0.0000000001%.

protoliths - the original rock prior to metamorphism or deformation.

Pulps - that portion of a sample reduced to a finer size fraction after crushing, pulverizing or sieving and will be used in an analytical test.

pyrite -a common iron sulphide mineral commonly found in hydrothermal veins and systems and commonly

associated with gold mineralization.

pyrrhotite - a magnetic mineral - an ore of nickel.

quartz- a common rock forming mineral composed of silicon and oxide.

regolith - a layer or mantle of loose, incoherent rock material of whatever origin that commonly forms the surface of the land in the absence of true soil and rests on bedrock.

rejects – that portion of a sample after preparation that is not part of the pulps fraction.



reserve - that part of the resource that meets minimum physical and chemical criteria related to the specified mining and production practices, including those for grade, quality, thickness and depth, and reasonably can be assumed to be able to be economically and legally extracted or produced at the time of determination. The feasibility of the specified mining and production practices must have been demonstrated or reasonably can be assumed on the basis of tests and measurements. The term reserves need not signify that extraction facilities are in place and operational.

resource - a concentration of naturally occurring solid, liquid or gaseous material in or on the Earth's crust in such form and amount that economic extraction of a commodity from the concentration is currently or potentially feasible. Location, grade quality, and quantity are known or estimated from specific geological evidence. To be classified as a resource, there not only must be some evidence that the concentration of material exists, but there must be sufficient information available to estimate the quantity of the material.

sedimentary-formed by the deposition of solid fragmented material that originates from weathering of rocks and is transported from a source to a site of deposition.

sericite - a fine grained white mica - usually occurring in flecks.

shear zones - linear areas of weakness along which a failure occurred whereby the portion of mass on one side of the area slides past the portion on the opposite side and which often form conduits for mineralizing fluids.

sphalerite - sulphide mineral composed of zinc sulphur - main ore of zinc.

shrinkage stoping - a mining method used in steep veins. The method involves drilling and blasting the vein above the workings and leaving the majority of the broken ore in the stope to form the platform to access the production face.

stope - an underground opening in a mine from which ore has been or is being extracted.

strike - geological measurement of the direction of a horizontal line on the surface of the bed.

strip-ratio - ratio of waste to ore.

supergene - applied to ores or ore minerals that have been formed by generally descending water - i.e. downward enrichment.

tenor - the percentage or average metallic content of an ore.

terrane - an area of a region with a characteristic geology. tonnes - metric tones

ultramafic - an igneous rock that consists almost entirely of ferromagnesian minerals and possesses no free quartz with less than 45 percent silica.

vein - sheet-like body of minerals formed by fracture-filling or replacement



16.3 Chemical symbols (periodic table)

hydrogen 1 H 1.0079																				helium 2 He 4.0026
lithium 3 Li 6.941	beryllium 4 Be 9.0122												boron 5 B 10.811	carbon 6 C 12.011	nitrogen 7 N 14.007	oxygen 8 O 15.999	fluorine 9 F 18.998	neon 10 Ne 20.180		
sodium 11 Na 22.990	magnesium 12 Mg 24.305											aluminum 13 Al 26.982	silicon 14 Si 28.086	phosphorus 15 P 30.974	sulfur 16 S 32.065	chlorine 17 Cl 35.453	argon 18 Ar 39.948			
potassium 19 K 39.098	calcium 20 Ca 40.078	scandium 21 Sc 44.956	titanium 22 Ti 47.867	vanadium 23 V 50.942	chromium 24 Cr 51.996	manganese 25 Mn 54.938	iron 26 Fe 55.845	cobalt 27 Co 58.933	nickel 28 Ni 58.693	copper 29 Cu 63.546	zinc 30 Zn 65.39	gallium 31 Ga 69.723	germanium 32 Ge 72.61	arsenic 33 As 74.922	selenium 34 Se 78.96	bromine 35 Br 79.904	krypton 36 Kr 83.80			
rubidium 37 Rb 85.468	strontium 38 Sr 87.62	yttrium 39 Y 88.906	zirconium 40 Zr 91.224	niobium 41 Nb 92.906	molybdenum 42 Mo 95.94	technetium 43 Tc [98]	ruthenium 44 Ru 101.07	rhodium 45 Rh 102.91	palladium 46 Pd 106.42	silver 47 Ag 107.87	cadmium 48 Cd 112.41	indium 49 In 114.82	tin 50 Sn 118.71	antimony 51 Sb 121.76	tellurium 52 Te 127.60	iodine 53 I 126.90	xenon 54 Xe 131.29			
caesium 55 Cs 132.91	barium 56 Ba 137.33	lanthanum 57 La 138.905	hafnium 72 Hf 178.49	tantalum 73 Ta 180.95	tungsten 74 W 183.84	rhenium 75 Re 186.21	osmium 76 Os 190.23	iridium 77 Ir 192.22	platinum 78 Pt 195.08	gold 79 Au 196.97	mercury 80 Hg 200.59	thallium 81 Tl 204.38	lead 82 Pb 207.2	bismuth 83 Bi 208.98	polonium 84 Po [209]	astatine 85 At [210]	radon 86 Rn [222]			
francium 87 Fr [223]	radium 88 Ra [226]	actinium 89 Ac [227]	actinide series	actinide series	actinide series	actinide series	actinide series	actinide series	actinide series	actinide series	actinide series	actinide series	actinide series	actinide series	actinide series	actinide series	actinide series	actinide series	actinide series	

* Lanthanide series

lanthanum 57 La 138.91	cerium 58 Ce 140.12	praseodymium 59 Pr 140.91	neodymium 60 Nd 144.24	promethium 61 Pm [145]	samarium 62 Sm 150.36	europium 63 Eu 151.96	gadolinium 64 Gd 157.25	terbium 65 Tb 158.93	dysprosium 66 Dy 162.50	holmium 67 Ho 164.93	erbium 68 Er 167.26	thulium 69 Tm 168.93	ytterbium 70 Yb 173.04
actinium 89 Ac [227]	thorium 90 Th 232.04	protactinium 91 Pa 231.04	uranium 92 U 238.03	neptunium 93 Np [237]	plutonium 94 Pu [244]	americium 95 Am [243]	curium 96 Cm [247]	berkelium 97 Bk [247]	californium 98 Cf [251]	einsteinium 99 Es [252]	fermium 100 Fm [257]	mendeleevium 101 Md [258]	nobelium 102 No [259]

** Actinide series



17 CERTIFICATE OF QUALIFIED PERSON

JOEL SCODNICK

I, Joel Scodnick, P.Geo., as an author of this Technical Report entitled “Technical Report on the Zamora Silver-Gold Property, Sinaloa, Mexico”, prepared for Auxico Resources Canada Inc. and dated February 12, 2016, do hereby certify that:

1. I am an independent minerals consultant and Principal Geologist with sierra GEOLOGICAL CONSULTANTS INC. of 106 Eclipse Street, Sudbury, ON P3B 0E6;
2. I am the President and CEO of sierra GEOLOGICAL CONSULTANTS INC.;
3. I am a practicing member of the Association of Professional Geoscientists of Ontario (member# 1065). I have worked as a geologist for a total of 34 years since my graduation. My relevant experience for the purpose of this Technical Report is:
 - a. Review and report as a consultant on several exploration, development, and mining operations around the world for due diligence, feasibility studies, and resource/reserve estimation;
 - b. Chief Geologist at the Velardena Polymetallic Mine (now the Terneras Mine). Responsible for commissioning the mine and putting it into production at an initial pre-production rate of 500 tpd in 1993;
4. I have read the definition of “qualified person” set out in National Instrument 43-101 (“NI 43-101”), Form 43-101 F1, and the Companion Policy to NI 43-101 (43-101 CP), and certify that by reason of my education, affiliation with a professional association (as defined by NI 43-101) and past relevant work experience, I fulfill the requirements to be a “qualified person” for the purposes of NI 43-101, and the Technical Report has been prepared in compliance with NI 43-101, Form 43-101 F1, and 43-101 CP;
5. As of the amended date of the Technical Report, to the best of my knowledge, information and belief, the entire Technical Report for which I am responsible contain all scientific and technical information required to be disclosed to make the Technical Report not misleading in any way;
6. I graduated in 1982 from Concordia University in Montreal, Quebec, Canada with a B.Sc. in Geology;
7. I graduated in 1978 from Algonquin College in Ottawa, Ontario, Canada with Honors Distinction in Electro-Mechanical Engineering Technology-Drafting;
8. I conducted exploration activities on the Zamora Silver Property from May to August, 2014;



9. I am responsible for the overall preparation of the Technical Report;
10. I am independent of Auxico Resources Inc. applying the test set out in Section 1.4 of National Instrument 43-101;
11. I have no prior involvement with the Property that is the subject of the Technical Report;
12. I consent to the filing of the Technical Report with any stock exchanges or other regulatory authority and any publication by them, including electronic publication in the public company files on the websites accessible by the public, of the Technical Report.

Dated this 2nd day of January, 2017

“Joel Scodnick, QP” - signed

Signature of Qualified Person

Joel Scodnick, QP

Print name of Qualified Person



18 SIGNATURE PAGE

The effective date of the Technical Report entitled “Zamora Silver-Gold Property” Sinaloa, Mexico, NI 43-101 Technical Report” is March 25th, 2016, and the amended date is January 2nd, 2017.

Dated at Sudbury, Ontario
January 2nd, 2017

Joel Scodnick, B.Sc., P.Geo., QP
Principal Geologist, President
Sierra GEOOGICAL CONSULTANTS INC.



APPENDIX 1

Licenses

EXP. NUM. 095/12252

ORIGINAL



SECRETARIA DE ECONOMIA
COORDINACION GENERAL DE MINERIA
DIRECCION GENERAL DE MINAS

TITULO
DE
CONCESION MINERA DE EXPLORACION
NUMERO 224618

NOMBRE DEL LOTE

CAMPANILLAS

AGENCIA

CULIACAN, SINALOA

VIGENCIA DEL TITULO

DEL 24 DE MAYO DEL 2005 AL 23 DE MAYO DEL 2011

El Ejecutivo Federal, por conducto de la Secretaría de Economía, con fundamento en los artículos 27, párrafo sexto, de la Constitución Política de los Estados Unidos Mexicanos; 34, fracción XXIX, de la Ley Orgánica de la Administración Pública Federal; 7, fracción VI, 10, párrafo primero, 15 y 19 de la Ley Minera, y los correspondientes de su Reglamento, expide el presente TITULO DE CONCESION MINERA, sin perjuicio de tercero.

DATOS DE LA CONCESION MINERA

CLASE DE CONCESION:

EXPLORACION

NUMERO DE TITULO:

224618

TITULAR O TITULARES:

FELIPE JESUS ORTEGA GARCIA (100.00 %)

NOMBRE DEL LOTE:

CAMPANILLAS

SUPERFICIE:

105.6427 Has.

MUNICIPIO Y ESTADO:

ELOTA, SINALOA



SECRETARIA DE ECONOMIA
COORDINACION GENERAL DE MINERIA
DIRECCION GENERAL DE MINAS

TITULO DE CONCESION MINERA

NUMERO DE TITULO: 227400
EXPEDIENTE: 095/12473

El Ejecutivo Federal, por conducto de la Secretaría de Economía, con fundamento en los artículos 27, párrafo sexto, de la Constitución Política de los Estados Unidos Mexicanos; 34, fracción XXIX, de la Ley Orgánica de la Administración Pública Federal; 7, fracción VI, 10, párrafo primero, 15 y 19 de la Ley Minera, y los correspondientes a su Reglamento, expide el presente TITULO de CONCESION MINERA.

TITULAR O TITULARES: FELIPE JESUS ORTEGA GARCIA
SUPERFICIE: 92.1787 HAS.
MUNICIPIO Y ESTADO: ELOTA, SINALOA

COORDENADAS DEL PUNTO DE PARTIDA

2,677,071.6607 mN 312,531.0235 mE

NOMBRE DEL LOTE: CHIO

Expedido en la ciudad de México, Distrito Federal, a los 13 días del mes de junio de 2006, con apego a lo dispuesto por el artículo 33, fracción VI, del Reglamento Interior de la Secretaría de Economía.

EL DIRECTOR GENERAL DE MINAS

DR. EDUARDO ENRIQUE FLORES MAGON LOPEZ

Inscrito bajo el acta número 300, a fojas 150, del volumen 357 del Libro de Concesiones Mineras del Registro Público de Minería, en la ciudad de México, Distrito Federal, el 14 de junio del 2006.

EL REGISTRADOR PUBLICO DE MINERIA



LIC. MARIA OLGA GALLARDO MONTOYA

VIGENCIA DEL TITULO

DEL 14 DE JUNIO DE 2006 AL 13 DE JUNIO DE 2056

Los datos cartográficos se describen en el expediente del presente título.





SECRETARIA DE ECONOMIA
COORDINACION GENERAL DE MINERIA
DIRECCION GENERAL DE MINAS

TITULO DE CONCESION MINERA

NUMERO DE TITULO: 227399
EXPEDIENTE: 095/12471

El Ejecutivo Federal, por conducto de la Secretaría de Economía, con fundamento en los artículos 27, párrafo sexto, de la Constitución Política de los Estados Unidos Mexicanos; 34, fracción XXIX, de la Ley Orgánica de la Administración Pública Federal; 7, fracción VI, 10, párrafo primero, 15 y 19 de la Ley Minera, y los correspondientes a su Reglamento, expide el presente TITULO de CONCESION MINERA.

TITULAR O TITULARES: FELIPE JESUS ORTEGA GARCIA

SUPERFICIE: 80.0000 HAS.

MUNICIPIO Y ESTADO: ELOTA, SINALOA

COORDENADAS DEL PUNTO DE PARTIDA

2,677,071.6607 mN 312,531.0235 mE

NOMBRE DEL LOTE: GABY

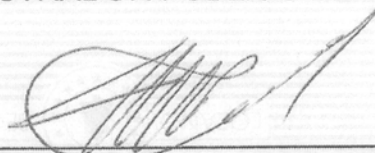
Expedido en la ciudad de México, Distrito Federal, a los 13 días del mes de junio de 2006, con apego a lo dispuesto por el artículo 33, fracción VI, del Reglamento Interior de la Secretaría de Economía.

EL DIRECTOR GENERAL DE MINAS

DR. EDUARDO ENRIQUE FLORES MAGON LOPEZ

Inscrito bajo el acta número 299, a fojas 150, del volumen 357 del Libro de Concesiones Mineras del Registro Público de Minería, en la ciudad de México, Distrito Federal, el 14 de junio del 2006.

EL REGISTRADOR PUBLICO DE MINERIA



LIC. MARIA OLGA GALLARDO MONTOYA

VIGENCIA DEL TITULO

DEL 14 DE JUNIO DE 2006 AL 13 DE JUNIO DE 2056

Los datos cartográficos se describen en el expediente del presente título.



EXP. NUM. 095/12313

ORIGINAL



SECRETARIA DE ECONOMIA
COORDINACION GENERAL DE MINERIA
DIRECCION GENERAL DE MINAS

TITULO
DE
CONCESION MINERA DE EXPLORACION
NUMERO 224654

NOMBRE DEL LOTE

SAN FELIPE

AGENCIA

CULIACAN, SINALOA

VIGENCIA DEL TITULO

DEL 25 DE MAYO DEL 2005 AL 24 DE MAYO DEL 2011

El Ejecutivo Federal, por conducto de la Secretaría de Economía, con fundamento en los artículos 27, párrafo sexto, de la Constitución Política de los Estados Unidos Mexicanos; 34, fracción XXIX, de la Ley Orgánica de la Administración Pública Federal; 7, fracción VI, 10, párrafo primero, 15 y 19 de la Ley Minera, y los correspondientes de su Reglamento, expide el presente TITULO DE CONCESION MINERA, sin perjuicio de tercero.

LOZANO



SEGURIDAD

LOZANO



SEGURIDAD

DATOS DE LA CONCESION MINERA

CLASE DE CONCESION:

EXPLORACION

NUMERO DE TITULO:

224654

TITULAR O TITULARES:

FELIPE JESUS ORTEGA GARCIA (100.00 %)

NOMBRE DEL LOTE:

SAN FELIPE

SUPERFICIE:

100 Has.

MUNICIPIO Y ESTADO:

ELOTA, SINALOA

LOCALIZACION DEL LOTE MINERO

PUNTO DE PARTIDA

La mojenera o señal reglamentaria se localiza en:

LA FALDA OESTE DE LA LOMA DEL PASO, TERRENOS PERTENECIENTES AL EJIDO DE MECATES.

Distancia	Rumbo	Nombre o poblados o accidentes topográficos
A 4000 Mts. AI	W	DEL POBLADO MECATES
A 8500 Mts. AI	NE	DEL POBLADO EL ESPINAL
A 1000 Mts. AI	SW	DEL CERRO LA SABANITA

COORDENADAS U.T.M.:

2,677,071.660 mN

312,531.023 mE

Rbo Gra Min Seg Mts.

LIGAS TOPOGRAFICAS A LOTES MINEROS COLINDANTES:

Nombre del Lote o Vértice:	No. de Título/Expediente/Vértice	Rbo Gra Min Seg	Mts.
PIRIGUETES	T-207446	NW 54° 2' 25.68"	2,254.820

PERIMETRO

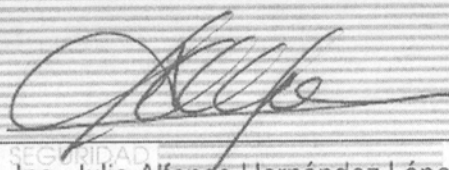
Línea Auxiliar:	Rbo Gra Min Seg	Mts.	Rbo Gra Min Seg	Mts.
DEL PP AL PUNTO 1	N 0° 0' 0"	500.000		

LADOS, RUMBOS Y DISTANCIAS HORIZONTALES:

LADOS	Rbo Gra Min Seg	Mts.	LADOS	Rbo Gra Min Seg	Mts.	LADOS	Rbo Gra Min Seg	Mts.
1-2	W 0° 0' 0"	100.000						
2-3	N 0° 0' 0"	1,000.000						
3-4	E 0° 0' 0"	1,000.000						
4-5	S 0° 0' 0"	1,000.000						
5-1	W 0° 0' 0"	900.000						

Dado en la ciudad de México, Distrito Federal, el 24 de mayo del 2005, con apego a lo dispuesto por el artículo 33, fracción VI, del Reglamento Interior de la Secretaría de Economía.

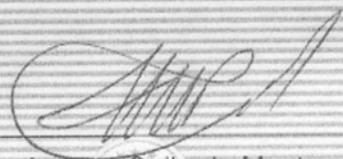
Con fundamento en el artículo 46 del Reglamento Interior de la Secretaría de Economía, en ausencia del Director General de Minas firma:
El Director de Cartografía y Concesiones Mineras



Ing. Julio Alfonso Hernández López

Inscrito bajo el acta número 74, a fojas 37, del volumen 350 del Libro de CONCESIONES MINERAS del Registro Público de Minería, en la ciudad de México, Distrito Federal, el 25 de mayo del 2005.

El Registrador Público de Minería



Lic. María Olga Gallardo Montoya

SEGURIDAD

LOZANO



LOZANO



SEGURIDAD

LOZANO



SEGURIDAD

LOZANO



SEGURIDAD

**SECRETARIA DE ECONOMIA
COORDINACION GENERAL DE MINERIA
DIRECCION GENERAL DE MINAS**

SEGURIDAD

LOZANO



TITULO

DE

**CONCESION MINERA DE EXPLORACION
NUMERO 225182**

LOZANO



SEGURIDAD

LOZANO



SEGURIDAD

LOZANO



SEGURIDAD

NOMBRE DEL LOTE

MINERAL DE ZAMORA

AGENCIA

GULIACAN, SINALOA

VIGENCIA DEL TITULO

DEL 27 DE JULIO DEL 2005 AL 26 DE JULIO DEL 2011

SEGURIDAD

LOZANO



LOZANO



SEGURIDAD

El Ejecutivo Federal, por conducto de la Secretaría de Economía, con fundamento en los artículos 27, párrafo sexto, de la Constitución Política de los Estados Unidos Mexicanos; 34, fracción XXIX, de la Ley Orgánica de la Administración Pública Federal; 7, fracción VI, 10, párrafo primero, 15 y 19 de la Ley Minera, y los correspondientes de su Reglamento, expide el presente TITULO DE CONCESION MINERA, sin perjuicio de tercero.

DATOS DE LA CONCESION MINERA

CLASE DE CONCESION:

EXPLORACION

NUMERO DE TITULO:

225182

SEGUIDAD

LOZANO

SEGUIDAD

LOZANO

TITULAR O TITULARES:

FELIPE JESUS ORTEGA GARCIA (50.00 %)

MIGUEL DE JESUS ORTEGA GARCIA (50.00 %)

NOMBRE DEL LOTE:

MINERAL DE ZAMORA

LOZANO

SEGUIDAD

LOZANO

SEGUIDAD

SUPERFICIE:

2998.8051 Has.

MUNICIPIO Y ESTADO:

ELOTA, SINALOA

SEGUIDAD

LOZANO

SEGUIDAD

LOZANO

LOZANO

SEGUIDAD

LOZANO

SEGUIDAD

LOCALIZACION DEL LOTE MINERO

PUNTO DE PARTIDA

La mojenera o señal reglamentaria se localiza en:

LA FALDA ESTE DE LA LOMA DEL PASO, TERRENOS PERTENECIENTES AL EJIDO DE MECATES, SINDICATURA DEL ESPINAL.

Distancia	Rumbo	Nombre o poblados o accidentes topográficos
A 4000 Mts. Al	W	DEL POBLADO MECATES
A 8500 Mts. Al	NE	DEL POBLADO EL ESPINAL
A 1000 Mts. Al	SW	DEL CERRO LA SABANITA

COORDENADAS U.T.M.:

2,677,071.660 mN

312,531.023 mE

Rbo Gra Min Seg Mts.

LIGAS TOPOGRAFICAS A LOTES MINEROS COLINDANTES:

Nombre del Lote o Vértice:

No. de Título/Expediente/Vértice

Rbo Gra Min Seg Mts.

Mts.

PIRIGUETES

T-207446

NW 54° 2' 25.6"

2,254.820

NUESTRA SRA. DE DOLORES

T-220967

SW 89° 35' 50.17"

3,722.671

PERIMETRO

Linea Auxiliar:

Rbo Gra Min Seg

Mts.

Rbo Gra Min Seg

Mts.

DEL PP AL PUNTO 01

E 0° 0' 0"

1,200.000

LADOS, RUMBOS Y DISTANCIAS HORIZONTALES:

LADOS

Rbo Gra Min Seg Mts.

LADOS

Rbo Gra Min Seg Mts.

LADOS

Rbo Gra Min Seg Mts.

01-02	N	0°	0'	0"	2,300.000
02-03	E	0°	0'	0"	1,300.000
03-04	N	0°	0'	0"	1,800.000
04-05	W	0°	0'	0"	6,300.000
05-06	S	0°	0'	0"	3,326.166
06-07	E	0°	0'	0"	74.877
07-08	S	0°	0'	0"	1,149.773
08-09	E	0°	0'	0"	802.544
09-10	S	0°	0'	0"	50.227
10-11	W	0°	0'	0"	877.421
11-12	S	0°	0'	0"	1,573.834
12-13	E	0°	0'	0"	5,000.000
13-01	N	0°	0'	0"	2,000.000

DEL PERIMETRO DESCRITO DEBE EXCLUIRSE LA SUPERFICIE AMPARADA POR LOS LOTES MINEROS MARÍA DOLORES T-206130, PIRIGUETES T-207446, LA ESPERANZA T-207280, POR UN TOTAL DE 272.1788 HAS., Y LOS QUE RESULTEN CON MEJORES DERECHOS QUE SE UBICUEN EN EL INTERIOR DE SU PERIMETRO.

LOS DATOS DE LAS COLINDANCIAS DEL LOTE QUE AMPARA ESTA CONCESION OBRAN EN EL EXPEDIENTE DEL PRESENTE TITULO.

Dado en la ciudad de México, Distrito Federal, el 26 de julio del 2005, con apego a lo dispuesto por el artículo 33, fracción VI, del Reglamento Interior de la Secretaría de Economía.

El Director General de Minas


Dr. Eduardo Enrique Flores Magón López

Inscrito bajo el acta número 242, a fojas 121, del volumen 351 del Libro de CONCESIONES MINERAS del Registro Público de Minería, en la ciudad de México, Distrito Federal, el 27 de julio del 2005.

El Registrador Público de Minería


Lic. María Olga Gallardo Montoya

APPENDIX 2
SGS Certificates



Certificate of Analysis

Work Order : DU25584

[Report File No.: 0000005899]

To: **SONIA CARRASCO**
AUXICO RESOURCES S.A DE C.V
CALLE REFINERIA SALINA CRUZ 118
COL. JOSE GORDILLO PINTO
MAZATLAN
SINALOA 82136
MEXICO

Date: Jul 17, 2014

P.O. No. : -
Project No. : 1250 - 1350
No. Of Samples : 23
Date Submitted : Jun 25, 2014
Report Comprises : Pages 1 to 3
(Inclusive of Cover Sheet)

Certified By :

Jose D. Ortiz Ortiz
Data Quality Control Analyst

Report Footer: L.N.R. = Listed not received I.S. = Insufficient Sample
n.a. = Not applicable - = No result
*INF = Composition of this sample makes detection impossible by this method
M after a result denotes ppb to ppm conversion, % denotes ppm to % conversion
Methods marked with an asterisk (e.g. *NAA08V) were subcontracted
Elements marked with the @ symbol (e.g. @Cu) denote assays performed using accredited test methods

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Laboratorio Durango Antimonio 121 Cd. Industrial
Durango México t(618) 814-09-32 www.mx.sgs.com



Element Method Det.Lim. Units	Au GO_FAG323 g/t	Ag GO_FAG323 g/t	Au GO_FAG303 g/t	As GO_ICP90Q %	Cu GO_ICP90Q %	Fe GO_ICP90Q %	Mn GO_ICP90Q %	Pb GO_ICP90Q %
B00127701	0.098	24.16	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
B00127702	0.067	8.33	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
B00127703	0.031	<5.00	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
B00127704	0.243	46.42	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
B00127705	0.062	<5.00	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
B00127706	0.049	<5.00	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
B00127707	0.724	10.36	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
B00127708	0.336	9.82	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
B00127709	8.252	71.75	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
B00127710	<0.010	<5.00	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
B00127711	0.012	7.78	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
B00127712	0.151	58.46	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
B00127713	>10.000	14557.44	14.99	N.A.	N.A.	N.A.	N.A.	N.A.
B00127714	2.209	2031.53	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
B00127715	0.245	140.86	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
B00127716	0.101	26.64	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
B00127717	0.052	26.63	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
B00127718	0.134	83.64	N.A.	<0.01	0.18	5.32	0.02	<0.05
B00127719	0.059	41.47	N.A.	<0.01	0.07	5.98	0.22	<0.05
B00127720	>10.000	1717.39	12.96	N.A.	N.A.	N.A.	N.A.	N.A.
B00127721	9.044	69.76	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
B00127722	8.482	142.14	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
B00127723	1.403	50.80	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.

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Element Method Det.Lim. Units	Sb	Zn	WtKg
	GO_ICP90Q 0.01 %	GO_ICP90Q 0.05 %	G_WGH79 0 kg
B00127701	N.A.	N.A.	15.90
B00127702	N.A.	N.A.	11.45
B00127703	N.A.	N.A.	5.60
B00127704	N.A.	N.A.	9.20
B00127705	N.A.	N.A.	5.15
B00127706	N.A.	N.A.	0.65
B00127707	N.A.	N.A.	7.50
B00127708	N.A.	N.A.	3.95
B00127709	N.A.	N.A.	10.90
B00127710	N.A.	N.A.	9.70
B00127711	N.A.	N.A.	2.85
B00127712	N.A.	N.A.	2.50
B00127713	N.A.	N.A.	3.15
B00127714	N.A.	N.A.	1.10
B00127715	N.A.	N.A.	1.65
B00127716	N.A.	N.A.	5.90
B00127717	N.A.	N.A.	3.85
B00127718	<0.01	<0.05	5.05
B00127719	<0.01	<0.05	3.35
B00127720	N.A.	N.A.	3.75
B00127721	N.A.	N.A.	1.70
B00127722	N.A.	N.A.	2.60
B00127723	N.A.	N.A.	1.35

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Certificate of Analysis

Work Order : DU25738

Report File No.: 000005947

To: **SONIA CARRASCO**
AUXICO RESOURCES S.A DE C.V
CALLE REFINERIA SALINA CRUZ 118
COL. JOSE GORDILLO PINTO
MAZATLAN
SINALOA 82136
MEXICO

Date: Jul 21, 2014

P.O. No. : -
Project No. : 1250 - 1350
No. Of Samples : 9
Date Submitted : Jul 15, 2014
Report Comprises : Pages 1 to 6
(Inclusive of Cover Sheet)

Comments:

The ICP14B analytical method used by SGS Durango Lab is suitable for the dissolution of sulphide minerals and iron oxides due to its oxidising properties. It is however the weakest of SGS' geochemical digestions and will not attack silicate minerals. As such, it should be considered a partial digest for most elements and should not be used for ore grade determination.

Certified By : _____


Alicia Escamilla
Lab Manager

Report Footer: L.N.R. = Listed not received I.S. = Insufficient Sample
n.a. = Not applicable - = No result
*INF = Composition of this sample makes detection impossible by this method
M after a result denotes ppb to ppm conversion, % denotes ppm to % conversion
Methods marked with an asterisk (e.g. *NAA08V) were subcontracted
Elements marked with the @ symbol (e.g. @Cu) denote assays performed using accredited test methods

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Durango México t(618) 814-09-32 www.mx.sgs.com



Final : DU25738 Order:
Report File No.: 0000005947

Page 2 of 6

Element	Au	Ag	Ag	Al	As	Ba	Be	Bi
Method	GO_FAG323	GO_FAG323	GE_ICP14B	GE_ICP14B	GE_ICP14B	GE_ICP14B	GE_ICP14B	GE_ICP14B
Det.Lim.	0.01	5	2	0.01	10	5	0.5	10
Units	g/t	g/t	ppm	%	ppm	ppm	ppm	ppm
BA00127724	0.048	<5.00	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
BA00127725	<0.010	<5.00	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
BA00127726	<0.010	<5.00	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
BA00127727	0.031	9.65	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
BA00127728	2.535	286.55	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
BA00127729	1.084	173.76	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
BA00127730	0.120	40.67	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
BA00127731	0.050	5.20	5	2.52	43	20	1.1	<10
BA00127732	0.290	61.64	63	0.11	186	10	1.0	<10

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Durango México t(618) 814-09-32 www.mx.sgs.com

Element Method Det.Lim. Units	Ca GE_ICP14B 0.01 %	Cd GE_ICP14B 1 ppm	Co GE_ICP14B 1 ppm	Cr GE_ICP14B 1 ppm	Cu GE_ICP14B 1 ppm	Fe GE_ICP14B 0.01 %	Hg GE_ICP14B 5 ppm	K GE_ICP14B 0.01 %
BA00127724	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
BA00127725	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
BA00127726	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
BA00127727	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
BA00127728	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
BA00127729	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
BA00127730	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
BA00127731	0.85	9	12	20	23	3.55	<5	0.22
BA00127732	4.14	1	24	9	331	6.54	<5	0.11

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Element Method Det.Lim. Units	La	Li	Mg	Mn	Mo	Na	Ni	P
	GE_ICP14B 0.5 ppm	GE_ICP14B 1 ppm	GE_ICP14B 0.01 %	GE_ICP14B 2 ppm	GE_ICP14B 1 ppm	GE_ICP14B 0.01 %	GE_ICP14B 1 ppm	GE_ICP14B 0.01 %
BA00127724	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
BA00127725	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
BA00127726	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
BA00127727	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
BA00127728	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
BA00127729	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
BA00127730	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
BA00127731	21.1	56	2.41	4592	5	<0.01	13	0.10
BA00127732	7.9	<1	0.01	608	33	<0.01	32	0.03

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Final : DU25738 Order:
 Report File No: 0000005947

Element Method Det.Lim. Units	Pb	S	Sb	Sc	Sn	Sr	Ti	V
	GE_ICP14B 4 ppm	GE_ICP14B 0.01 %	GE_ICP14B 5 ppm	GE_ICP14B 0.5 ppm	GE_ICP14B 10 ppm	GE_ICP14B 0.5 ppm	GE_ICP14B 0.01 %	GE_ICP14B 2 ppm
BA00127724	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
BA00127725	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
BA00127726	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
BA00127727	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
BA00127728	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
BA00127729	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
BA00127730	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.
BA00127731	486	0.93	<5	2.4	<10	13.1	<0.01	43
BA00127732	198	>5.00	8	<0.5	<10	112	<0.01	2

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WARNING: The sample(s) to which the findings recorded herein (the "Findings") relate was (were) drawn and / or provided by the Client or by a third party acting at the Client's direction. The Findings constitute no warranty of the sample's representativity of the goods and strictly relate to the sample(s). The Company accepts no liability with regard to the origin or source from which the sample(s) is/are said to be extracted. The findings report on the samples provided by the client and are not intended for commercial or contractual settlement purposes. Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law.

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Final : DU25738 Order:
Report File No : 00000059-47

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Element Method Det.Lim. Units	W	Y	Zn	Zr	WtKg
	GE_ICP14B 10 ppm	GE_ICP14B 5 ppm	GE_ICP14B 5 ppm	GE_ICP14B 0.5 ppm	G_WGH79 kg
BA00127724	N.A.	N.A.	N.A.	N.A.	2.30
BA00127725	N.A.	N.A.	N.A.	N.A.	1.90
BA00127726	N.A.	N.A.	N.A.	N.A.	1.80
BA00127727	N.A.	N.A.	N.A.	N.A.	3.00
BA00127728	N.A.	N.A.	N.A.	N.A.	2.60
BA00127729	N.A.	N.A.	N.A.	N.A.	5.85
BA00127730	N.A.	N.A.	N.A.	N.A.	3.50
BA00127731	<10	10	822	1.7	1.85
BA00127732	<10	9	38	<0.5	3.05

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Certificate of Analysis

Work Order : DU25958

[Report File No.: 000007492]

To: **SONIA CARRASCO**
AUXICO RESOURCES S.A DE C.V
CALLE REFINERIA SALINA CRUZ 118
COL. JOSE GORDILLO PINTO
MAZATLAN
SINALOA 82136
MEXICO

Date: Aug 12, 2014

P.O. No. : -
Project No. : 1250 - 1350
No. Of Samples : 21
Date Submitted : Aug 05, 2014
Report Comprises : Pages 1 to 2
(Inclusive of Cover Sheet)

Certified By :

Jose D. Ortiz Ortiz
Data Quality Control Analyst

Report Footer: L.N.R. = Listed not received I.S. = Insufficient Sample
n.a. = Not applicable - = No result
*INF = Composition of this sample makes detection impossible by this method
M after a result denotes ppb to ppm conversion, % denotes ppm to % conversion
Methods marked with an asterisk (e.g. *NAA08V) were subcontracted
Elements marked with the @ symbol (e.g. @Cu) denote assays performed using accredited test methods

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Final : D0125955 Order:
Report File No.: 0000007492

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Element Method Det.Lim. Units	Au	Ag	WtKg
	GO_FAG323 0.01 g/t	GO_FAG323 5 g/t	G_WGH79 0 kg
BA00127738	0.114	26.22	3.00
BA00127739	0.020	<5.00	0.85
BA00127740	0.178	34.25	3.30
BA00127741	0.143	32.72	6.75
BA00127742	0.087	29.08	6.35
BA00127744	<0.010	5.41	2.15
BA00127745	0.026	<5.00	1.65
BA00127746	0.065	15.59	1.20
BA00127747	0.167	9.62	9.25
BA00127748	0.115	429.09	2.45
BA00127749	0.839	132.19	1.25
BA00127601	0.029	<5.00	4.60
BA00127602	0.879	494.25	2.80
BA00127603	0.636	370.60	4.85
BA00127604	0.046	<5.00	11.20
BA00127605	0.026	7.84	0.70
BA00127606	0.016	<5.00	5.55
BA00127607	0.026	<5.00	4.60
BA00127608	0.023	<5.00	3.40
BA00127609	0.016	<5.00	1.50
BA00127610	0.019	<5.00	2.75

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APPENDIX 3
DST Reports

REVISED LABORATORY REPORT

**Material received from
Zamora (Mexico)**

By Bertrand Dubreuil

June 19th, 2014

1. Introduction

Three small rock samples were received on June 11, 2014 from Zamora deposit in Mexico.

Sample ID	Sample Name	Weight (g)	Description
ZAM-1	Campanillas Stockpile	469	Gray rock with brown veins
ZAM-2	Campanillas B00137713	684	Dark gray rock with much brown veins
ZAM-3	La Franca B007721	282	Greenish dark gray small rocks

The samples were crushed and ground separately. A representative sample of each was digested in aqua regia and analyzed by ICP for metals, fire assay for Ag and Au, and Leco for sulfur and sulfide.

2. Analytical results

The composition of these materials is presented in the following table:

Element	ZAM-1	ZAM-2	ZAM-3
Au (g/t)	0.65	19.5	1.16
Ag (g/t)	32.5	14 400	328
S ²⁻ (%)	0.54	3.58	0.86
S _T (%)	0.72	3.70	1.40
Fe (%)	0.85	2.05	3.25
As (g/t)	28	213	28
Cu (%)	0.005	0.27	0.019
Zn (%)	0.022	4.68	0.18
Pb (%)	0.017	2.37	0.060
Ca (%)	0.068	1.07	0.16
Mg (%)	0.005	0.54	1.20
Cd (g/t)	< 10	906	56

3. Conclusion

These samples are very different from each other. Sample ZAM-1 from Campanillas Stockpile is low in gold and silver, while ZAM-2 from Campanillas B00137713 is very rich in silver, giving a value of 10.1 k\$/t (including 0.8 k\$/t of gold). This last sample, having 3.6% sulfide, could be concentrated by flotation. Laboratory flotation should be done with a 20 kg representative sample to determine the concentrate composition and the values recovery.

PRELIMINARY LABORATORY REPORT

**Material received from
La Franca (Mexico)**

By Bertrand Dubreuil

September 16th, 2014

1. Introduction

Two pails of rocks (21 kg each) were received from La Franca deposit in Mexico on August 18th, 2014. The material was divided in two identical parts and one of these was crushed, dried at 45°C, then ground to 80% -200 mesh for analytical purposes. The second part was put aside for a potential different particle size, if a gravity concentration is required. The representative ground sample was digested in aqua regia and analyzed by ICP for metals, fire assay for Ag and Au, and Leco for sulfur and sulfide.

2. Analytical results

The composition of this material is presented in the following table:

Element	Content	Element	Content
Au (g/t)	2.9	Ca (%)	0.16
Ag (g/t)	460	Mg (%)	0.73
S ²⁻ (%)	1.21	Mn (%)	0.21
S _T (%)	1.41	Pb (%)	0.066
Fe (%)	2.38	Cu (%)	0.018
As (g/t)	0.0055	Zn (%)	0.18

3. Conclusion

As sulfur in that material is mostly as sulfide form, it could probably be concentrated by flotation. This will be done when the relevant people are available in a few weeks.

APPENDIX 4
Assignment Agreement



Certificate

**CANADA
PROVINCE OF QUEBEC**

I, the undersigned, Danielle Gagliardi, Secretary of the *Chambre des notaires du Québec*, a professional order duly constituted in virtue of the *Notarial Act* and the *Professional Code*, having its Head Office at Montréal, do hereby certify under my oath of office:

THAT Mtre Georges A. Brosseau, Notary at Montréal, is a member of the *Ordre des notaires du Québec* since the 26th day of June 1976, date of his entry on the Roll of the Order;

THAT since that date, Mtre Brosseau has always been entered on the Roll of the *Chambre des notaires du Québec*;

THAT his signature affixed to the attached document corresponds to that filed in my office in accordance with the *Notarial Act*.

IN WITNESS WHEREOF, I have signed the present certificate at Montréal, on this Wednesday, July 17, 2013.

Danielle Gagliardi, Notary
Secretary



CONTRATO DE CESIÓN ONEROSA DE TITULARIDAD DE CONCESIONES MINERAS

EL PRESENTE CONTRATO DE CESION ONEROSA DE TITULARIDAD DE CONCESIONES MINERAS es celebrado en la Ciudad de Mazatlán, Estado de Sinaloa con fecha del 17 de julio de 2013.

ENTRE:

FELIPE JESUS ORTEGA GARCIA, ciudadano mexicano, nacido en México, Distrito Federal el 17 de Febrero de 1966, de ocupación Ingeniero Geólogo, estado civil casado, con domicilio en auto gestión 279 Fraccionamiento puesta del sol. Mazatlán Sinaloa México, acompañado en el presente acto otorgando consentimiento conyugal su esposa, Sra. ALEJANDRINA LUVIANO CASTILLO y MIGUEL DE JESUS ORTEGA GARCIA, ciudadano mexicano, nacido en México, Distrito Federal el 13 de Enero de 1971, de ocupación Licenciado en Administración de Empresa, estado civil Soltero, con domicilio en Salina Cruz 118 Fraccionamiento José gordillo pinto, Mazatlán Sinaloa, México (denominados en el presente instrumento como los "Cedentes")

POR LA PRIMERA PARTE

Y:

AUXICO RESOURCES, S.A. DE C. V. (RFC: ARE 110805 5F9), sociedad mercantil debidamente constituida conforme a la Ley General de Sociedades Mercantiles, con domicilio en Avenida Carlos Canseco No. 6052 Plaza Náutica, Oficina 215, Marina Mazatlán, Mazatlán, Sin. C.P. 82103, representada en el presente acto por su apoderado general PIERRE RENÉ GAUTHIER con Poderes Generales para Pleitos y Cobranzas, Actos de Administración y Dominio de dicha sociedad (denominada en lo sucesivo como la "Cesionaria");

POR LA SEGUNDA PARTE.

Las partes acuerdan la celebración del presente Contrato para estipular los términos y condiciones conforme a los cuales los Cedentes ceden a título oneroso a la Cesionaria, y la Cesionaria adquiere de los Cedentes, a título de dueño, el 50% de la titularidad proindiviso de las Concesiones Mineras (definidas en adelante), para que en lo sucesivo la Cesionaria sea 100% titular de dichas Concesiones Mineras, conforme a las siguientes declaraciones y cláusulas:

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Alejandrina Luviano Castillo

COFEJADO

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DECLARACIONES

I. DECLARACIONES DE LOS CEDENTES: Los Cedentes manifiestan y garantizan a la Cesionaria, en forma individual y colectiva, lo siguiente:

A. Los Cedentes son titulares proindiviso de las siguientes concesiones mineras, en la siguiente proporción:

- (a) el SR. MIGUEL DE JESUS ORTEGA GARCIA es 25% (veinticinco por ciento) titular proindiviso de la concesión minera título no. 225182 (lote "Mineral de Zamora"),
- (b) el SR. FELIPE JESUS ORTEGA GARCIA es 25% (veinticinco por ciento) titular proindiviso de la concesión minera título no. 225182 (lote "Mineral de Zamora"),
- (c) el SR. FELIPE JESUS ORTEGA GARCIA es 50% (cincuenta por ciento) titular proindiviso de las siguientes concesiones mineras:
 - (1) concesión minera título no. 224618 (lote "Campanillas"),
 - (2) concesión minera título no. 227400 (lote "Chio"),
 - (3) concesión minera título no. 227399 (lote "Gaby"),
 - (4) concesión minera título no. 224654 (lote "San Felipe").

B. Los Cedentes poseen la capacidad legal y competencia para celebrar el presente acto y para cumplir con todas y cada una de las obligaciones y convenios pactados en el mismo.

C. La celebración y cumplimiento del presente Contrato no ocasionará el incumplimiento a ningún otro acuerdo, convenio o instrumento de cualquier naturaleza al que cualquiera de los Cedentes sea parte o esté obligado o sujeto.

D. Los Cedentes reconocen expresamente la legal existencia de la Cesionaria y la suficiencia legal de los poderes con los que actúa el representante que comparece en su nombre en el presente acto.

II. DECLARACIONES DE LA CESIONARIA: La Cesionaria, a través de su representante legal, manifiesta y garantiza lo siguiente:

A. La Cesionaria es una sociedad debidamente constituida, en existencia conforme a las leyes de los Estados Unidos Mexicanos y con capacidad legal para celebrar el presente Contrato, según consta en Escritura Pública número 13,448, Volumen L pasada ante la Fe del Lic. Guilebaldo Flores Tirado notario público número 118 en la Ciudad de Mazatlán, Sinaloa, con fecha del 05 de Agosto de 2011 e Inscrita en el Registro Público de la Propiedad y de

[Handwritten signature in blue ink]

*Alexandria
Viviano Castillo*
COTEJADO

[Handwritten signatures in blue ink]

Comercio de la Ciudad de Mazatlán, Sinaloa bajo el Folio Mercantil número 19847*2 de fecha 23 de agosto de 2011.

B. La Cesionaria es 50% (cincuenta por ciento) titular proindiviso de las siguientes concesiones mineras:

- (1) concesión minera título no. 225182 (lote "Mineral de Zamora"),
- (2) concesión minera título no. 224618 (lote "Campanillas"),
- (3) concesión minera título no. 227400 (lote "Chio"),
- (4) concesión minera título no. 227399 (lote "Gaby"),
- (5) concesión minera título no. 224654 (lote "San Felipe").

Las concesiones mineras descritas en la declaración I(A) y declaración II (B) serán denominadas colectivamente en el presente Contrato como las "Concesiones Mineras".

C. La Cesionaria posee la capacidad legal requerida conforme a derecho para adquirir la titularidad de concesiones mineras ubicadas dentro del territorio de los Estados Unidos Mexicanos, en conformidad con su objeto social y el artículo 11 de la Ley Minera en vigor.

D. La celebración y cumplimiento por parte de la Cesionaria de las obligaciones pactadas en el presente Contrato no entrará en conflicto o resultará en incumplimiento de ningún acuerdo, convenio o instrumento de cualquier naturaleza al que sea parte o a cuyo cumplimiento esté obligada o al que esté sujeta.

E. Los poderes del representante legal que comparece en su nombre son suficientes conforme a derecho para la celebración del presente acto y no han sido, a la fecha de la firma del presente instrumento, revocados, limitados o modificados en forma alguna.

III. DECLARACIONES CONJUNTAS DE LAS PARTES: Cada una de las partes manifiesta y garantiza a las otras partes lo siguiente:

A. Con fecha del 12 de julio del 2011 las partes firmaron un contrato de promesa de contrato (denominada en el presente Contrato como la "Promesa de Contrato") mediante la cual se obligaron a la firma del presente Contrato y a la cesión a la Cesionaria del 100% de titularidad de las Concesiones Mineras conforme a los términos y en la condiciones pactadas en la Promesa de Contrato. La presente Cesión de Derechos se celebra en cumplimiento y en los términos pactados en la Promesa de Contrato.

B. En conformidad con la Promesa de Contrato, con fecha del 31 de agosto de 2011, las partes firmaron y posteriormente ratificaron ante notario público un Contrato de Cesión Onerosa de Titularidad de Concesiones Mineras (la "Primera Cesión de Derechos") mediante el cual los Cedentes transmitieron en forma onerosa a la Cesionaria, y la Cesionaria adquirió a título de

COTEJADO

Alexandria
Luziano C. S. 10/16

dueño, el 50% (cincuenta por ciento) de titularidad proindiviso de las Concesiones Mineras, mediante el pago de \$5,000.00 M.N. (Cinco Mil Pesos Moneda Nacional 00/100).

- C. El objeto del presente Contrato es que la Cesionaria adquiera el 100% (cien por ciento) de titularidad sobre las Concesiones Mineras, en conjunto con el 50% (cincuenta por ciento) de titularidad pro indiviso adquirida mediante la Primera Cesión de Derechos.
- D. Las Concesiones Mineras no están sujetas a ningún contrato o acuerdo con ninguna persona, ente o sociedad, ni existe ningún derecho o privilegio capaz de convertirse en acuerdo, para la transmisión de los derechos derivados o la titularidad de ninguna de las Concesiones Mineras, con excepción de la Promesa de Contrato.
- E. Las Concesiones Mineras se encuentran vigentes y libres de todo gravamen, afectación, carga, limitación de dominio u oposición de tercero alguno.
- F. Las Concesiones Mineras se encuentran en cumplimiento pleno de todas las obligaciones impuestas por la Ley Minera y su Reglamento, incluyendo, sin limitar el pago de derechos de minería y la ejecución y comprobación de obras.
- G. Ninguna persona es acreedora de ningún derecho de regalía u otro interés jurídico de ninguna naturaleza con respecto a la producción de mineral de las Concesiones Mineras, aparte de la Regalía Sobre Liquidaciones Netas (definida en adelante).

POR LO TANTO, los comparecientes celebran el presente Contrato de Cesión de Derechos y Obligaciones de Concesiones Mineras en conformidad con las siguientes cláusulas:

1. CESION.

1.1. Los Cedentes en el presente acto venden, ceden y transmiten a título oneroso a la Cesionaria, y la Cesionaria adquiere de los Cedentes a título de dueño, el **50% (Cincuenta por ciento)** de la titularidad proindiviso de las Concesiones Mineras (descritas en las declaraciones I (A) y II (B) anteriores), para que en conjunto con el 50% (cincuenta por ciento) de titularidad proindiviso adquirido por la Cesionaria mediante la Primera Cesión de Derechos la Cesionaria sea 100% (cien por ciento) titular de las Concesiones Mineras, con todo lo que por derecho les corresponda, libres de todo gravamen, carga, demanda, derecho o interés jurídico de tercero alguno y sin reserva de derecho o acción de ninguna naturaleza, en la siguiente proporción:

- A. El SR. MIGUEL DE JESUS ORTEGA GARCIA vende, cede y transmite en el presente acto a la Cesionaria el 25% (veinticinco por ciento) de titularidad proindiviso de la concesión minera título no. 225182 (lote "Mineral de Zamora").

Alejandrina
Zuriano Castillo

~~COTEJADO~~

- B. El SR. FELIPE JESUS ORTEGA GARCIA vende, cede y transmite en el presente acto a la Cesionaria el 25% (veinticinco por ciento) de titularidad proindiviso de la concesión minera título no. 225182 (lote "Mineral de Zamora").

Renuncia de Derecho del Tanto. Los SRES. MIGUEL DE JESUS ORTEGA GARCIA y FELIPE JESUS ORTEGA GARCIA renuncian recíprocamente a sus respectivos derechos del tanto para adquirir en primer término el porcentaje de titularidad proindiviso de la concesión minera título no. 225182 (lote "Mineral de Zamora") que mediante el presente Contrato venden, ceden y transmiten a la Cesionaria y consienten en forma irrevocable a dicha venta, cesión y transmisión.

- C. El SR. FELIPE JESUS ORTEGA GARCIA vende, cede y transmite en el presente acto a la Cesionaria el 50% (cincuenta por ciento) de titularidad proindiviso de las siguientes concesiones mineras:

- (a) concesión minera título no. 224618 (lote "Campanillas"),
- (b) concesión minera título no. 227400 (lote "Chio"),
- (c) concesión minera título no. 227399 (lote "Gaby"),
- (d) concesión minera título no. 224654 (lote "San Felipe").

1.2. En lo sucesivo y derivado del presente Contrato, la Cesionaria se convierte en 100% (cien por ciento) titular de las Concesiones Mineras y los Cedentes no tendrán porcentaje de titularidad o derecho alguno sobre las Concesiones Mineras.

2. PRECIO

2.1. La Cesionaria paga a los Cedentes en el presente acto, y los Cedentes reciben a plena satisfacción de la Cesionaria, como pago único y total por la cesión del 50% (cincuenta por ciento) de titularidad de las Concesiones Mineras, la cantidad de \$232,000.00 USD (Doscientos treinta y dos Mil Dólares de los Estados Unidos de América 00/100) más el Impuesto al Valor Agregado ("IVA") que se pagará a los Cedentes (en lo sucesivo, el "Precio de Compra"), distribuidos de la siguiente manera:

- A. Al SR. MIGUEL DE JESUS ORTEGA GARCIA la cantidad de \$116,000.00 USD (Ciento diez y seis Mil Dólares de los Estados Unidos de América) más IVA como contraprestación por la cesión descrita en la Cláusula 1.1. inciso A anterior.
- B. Al SR. FELIPE JESUS ORTEGA GARCIA la cantidad de \$116,000.00 USD (Ciento diez y seis Mil Dólares de los Estados Unidos de América) más IVA como contraprestación por la cesiones descritas en la Cláusula 1.1. incisos B y C anterior.

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Alexandria
Villanueva Castillo

COTEJAL

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El presente instrumento una vez firmado por las partes sirve como recibo a plena satisfacción del Precio de Compra por parte de los Cedentes más amplio y perfecto que existe conforme a derecho.

3. REGALIA SOBRE LIQUIDACIONES NETAS

3.1. Los Cedentes se reservan el derecho colectivo, en proporción a sus respectivos porcentajes de titularidad de las Concesiones Mineras vendidos, cedidos y transmitidos a la Cesionaria mediante el presente Contrato, al 2.0% (Dos Por ciento) de Regalías Sobre Liquidaciones Netas de Fundición obtenidas por la venta de primera mano de Productos extraídos de las Concesiones Mineras una vez iniciada la Producción Comercial, en los términos y condiciones pactados por las partes en el Anexo A el cual se adjunta y forma parte del presente Contrato. Los términos "Regalías Sobre Liquidaciones Netas", "Productos" y "Producción Comercial" tendrán el significado descrito en el Anexo A.

3.2. Los Cedentes otorgan a la Cesionaria el derecho de opción, más no la obligación, de comprar en cualquier tiempo un 1.0% de las Regalías Sobre Liquidaciones Netas mediante el pago de US \$500,000 (Quinientos Mil dólares de los Estados Unidos de América 00/100).

4. NOTIFICACIONES.

4.1. Todos los avisos o notificaciones que deban darse entre las partes como resultado de la aplicación del presente Contrato deberán darse por escrito y deberán ser dirigidos a las partes al domicilio que corresponda a su último domicilio manifestado para efectos de este Contrato, el cual hasta que no exista comunicación por escrito en contrario deberá entenderse que es el señalado en el proemio del presente Contrato. Las partes podrán cambiar sus domicilios mediante notificación por escrito con 10 (Diez) días de anticipación a la otra parte.

4.2. Todas las notificaciones deberán ser hechas: (i) personalmente, o (ii) mediante medios electrónicos, con confirmación subsiguiente por correo certificado o registrado solicitando la confirmación de recepción correspondiente, o (iii) mediante correo certificado o registrado solicitando la confirmación de recepción correspondiente o mediante servicio de paquetería comercial. Toda notificación será válida y se considerará que ha sido recibida (i) si fue hecha personalmente, en la fecha en la que fue hecha si es que fue hecha durante horario normal de trabajo, y si no fue hecha en horario normal de trabajo, en el día hábil siguiente a la fecha de la notificación, (ii) si hecha mediante medios electrónicos, en el día hábil siguiente al recibo de la confirmación enviada por correo certificado o registrado, y (iii) si solamente fue hecha mediante correo o paquetería comercial, en el día hábil siguiente a su recepción.

5. DERECHO Y TRIBUNALES APLICABLES.

5.1. El presente Contrato deberá ser interpretado y estará regulado por las disposiciones aplicables de la Ley Minera y su Reglamento, el Código de Comercio y el Código Civil del Estado de Sinaloa, México. Para el caso de interpretación, cumplimiento o ejecución del presente Contrato o



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interpretación de lo no expresamente estipulado en el mismo, las partes se someten a la competencia de los tribunales estatales y federales con sede y competencia en la Ciudad de Mazatlán, Estado de Sinaloa, renunciando a la jurisdicción de cualquier otro juzgado, tribunal o corte, de cualquier naturaleza, a la que pudieran tener derecho en virtud de sus domicilios actuales o futuros, o en virtud de cualquier dispositivo legal que fuera o pudiera ser aplicable.

6. GENERAL.

6.1. Las partes deberán actuar de Buena fe y cooperación mutua en todos los asuntos relacionados con el presente Contrato, en el entendido de que:

- (a) dicha relación no deberá imponer a ninguna de ellas ninguna obligación o responsabilidad distintas a las pactadas en el presente Contrato,
- (b) el presente Contrato no deberá constituir o crear una asociación entre las partes o crear ninguna obligación mancomunada o individual y mancomunada entre ellas,
- (c) ninguna de las partes deberá tener autoridad para actuar, o asumir ninguna obligación o responsabilidad, en nombre de la otra parte, con excepción de lo expresamente estipulado en el presente Contrato.

6.2. El presente Contrato contiene el acuerdo total de las partes respecto a su objeto, por lo que el mismo cancela y deja sin efecto cualquier otro acuerdo, convenio o carta de intención, ya sea verbal o escrito, que hayan celebrado las partes con respecto a dicho objeto, incluyendo, sin limitar, la Promesa de Contrato.

6.3. El presente Contrato no podrá ser modificado al menos que dichas modificaciones sean hechas por escrito firmado por ambas partes.

6.4. Las partes deberán realizar o promover la realización oportuna de todo acto o firmar todo documento que razonablemente sea requerido o recomendable para ejecutar la voluntad de las partes contenidas en el presente Contrato, incluyendo, sin limitar, la inscripción de la Cesionaria en el Registro Público de Minería de la Dirección General de Minas como 100% (cien por ciento) titular de la Concesiones Mineras.

6.5. El presente Contrato beneficia y obliga a las partes, así como a sus respectivos causahabientes y cesionarios autorizados.

6.6. Idiomas / Asesoría Independiente. El presente Contrato es aprobado por las partes en los idiomas español e inglés. Las partes acuerdan que en caso de discrepancia entre las dos versiones, la versión en español prevalecerá. Las partes reconocen haber obtenido suficiente asesoría legal independiente y haber leído y entendido (a través de sus respectivos intérpretes y asesores legales)

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*Asesora jurídica
Luisiano Castañeda*

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los efectos legales y validez del presente Contrato en las versiones español e inglés. La versión en inglés se adjunta al presente instrumento en Anexo B.

EN CONTANCIA DE LO ANTERIOR, las partes firman de conformidad el presente Contrato en el lugar y fecha arriba indicados.

LOS "CEDENTES"

[Handwritten signature of Felipe Jesus Ortega Garcia]

FELIPE JESUS ORTEGA GARCIA
Por sus Propios Derechos

[Handwritten signature of Alejandrina Luviano Castillo]

SRA. ALEJANDRINA LUVIANO CASTILLO
Por sus Propios Derechos,

Otorgando Consentimiento Conyugal para la celebración del presente Contrato

[Handwritten signature of Miguel de Jesus Ortega Garcia]

MIGUEL DE JESUS ORTEGA GARCIA
Por sus Propios Derechos

LA "CESIONARIA"

AUXICO RESOURCES, S.A. DE C. V.

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PIERRE RENÉ GAUTHIER
APODERADO GENERAL



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ANEXO A

REGALIAS SOBRE LIQUIDACIONES NETAS

ARTICULO I

DEFINICIONES

Todos los términos en mayúsculas que se utilicen pero que no sean definidos en el presente Anexo deberán tener el significado asignado a dichos términos en el presente Contrato. Los términos siguientes los cuales son utilizados en el presente instrumento deberán tener los siguientes significados (en caso que cualquier término o definición en este Anexo estuviera en conflicto con algún término o definición señalado en el Contrato, el término o definición en el presente Anexo deberá prevalecer o gobernar):

- 1.1 **"Filial"** significa toda Persona que directa o indirectamente Controla, es Controlada o se encuentra bajo el Control común de una de las partes del presente Contrato.
- 1.2 **"Contrato"** significa el presente Contrato de Cesión de Titularidad de Concesiones Mineras celebrado con respecto a la Propiedad entre el Otorgante y el Propietario de la Regalía al cual el presente Anexo se adjunta y forma parte.
- 1.3 **"Deducciones Permitidas "** significa los siguientes gastos que serán deducidos de los Ingresos:
 - (a) gastos de fundición y refinación, muestreo y tratamiento, así como castigos incluyendo de forma enunciativa mas no limitativa, pérdidas de metal y castigos por impurezas, así como los cargos por refinación, venta y manejo por la fundición y refinación (incluyendo cargos por participación de precios por las refinaciones y/o refinación);
 - (b) gastos de manejo, transportación y aseguramiento de Productos de as Concesiones Mineras o de un concentrador, ya sea que se encuentre situado dentro o fuera de dichos lotes, a una fundición, refinación u otro lugar para su tratamiento, y los costos de seguro, en su caso;
 - (c) derechos aduaneros *ad-valorem* e impuestos basados en las ventas de producción, en caso de que fueran aplicables, pero no el Impuesto sobre la Renta (ISR);

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(d) gastos de mercadotecnia, incluyendo comisiones por la venta de Productos,

(e) cualquier otro gasto acordado por las partes por escrito.

1.4 **"Compañía"** significa AUXICO RESOURCES, S.A. DE C. V. sociedad debidamente constituida conforme a las leyes de los Estados Unidos Mexicanos, la cual es la Otorgante en el presente Contrato, así como sus sucesores y causahabientes.

1.5 **"Producción Comercial"** significa la explotación comercial de Minerales, pero no incluye la molienda con el propósito de examinar o moler o lixiviación conducida por una planta piloto o durante el periodo de afinación de la planta. Se entenderá que la Producción Comercial ha iniciado:

(a) una vez que se haya ubicado una planta de procesamiento de mineral en el área superficial amparada por las Concesiones Mineras, el primer día del mes siguiente a un período de treinta (30) días consecutivos en los cuales Minerales haya sido procesados en dicha planta por un período mínimo de quince (15) días a un tasa promedio de un mínimo de setenta por ciento (70%) de la capacidad inicial estimada para dicha planta, o

(b) si no se encuentra ubicada ninguna planta de procesamiento de Minerales en dicha área superficial amparada por las Concesiones Mineras, el primer día del mes siguiente a un primer periodo de diez (10) días durante los cuales Minerales han sido transportados fuera de las Concesiones Mineras con el propósito de generar ingresos.

1.6 **"Control"** utilizado como verbo, cuando se usa con respecto a un ente, la habilidad de dirigir, directa o indirectamente a través de uno o más intermediarios, o de causar la dirección de la administración y políticas de dicho ente mediante (a) la propiedad o el beneficio de títulos de crédito con derechos de voto o membrecía; (b) el derecho de nombrar administradores, consejeros o administración corporativa; (c) contratos; (d) convenios de operación; (e) fideicomisos con derechos de voto; o de alguna otra forma; y cuando el término se usa con respecto a una persona física, significa la habilidad legal o real para controlar las acciones de otra persona a través de relaciones de parentesco, gestoría, contrato o de cualquier otra forma; y cuando el término "Control" es usado como sustantivo, significa el interés que otorga a su poseedor la habilidad de ejercer cualquiera de los poderes señalados anteriormente.

Alexandrina
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1.7



"Ingreso Contable" significa lo siguiente:

1.7.1

En los casos en los que el Otorgante o sus Filiales produzcan como Producto final o hayan producido como Producto final mediante un contrato de operación, fundición o refinación, o mediante cualquier otra transacción que resulte un crédito o reembolso a la cuenta del Otorgante o sus Filiales: (a) un material de cobre que reúna ya sea los requerimientos aceptables de entrega establecidos por el *London Metal Exchange* ("LME") para el caso de Cobre Cátodo o para Cobre de Alta Ley que reúna los requerimientos de entrega de la división de COMEX del *New York Mercantile Exchange* ("COMEX"); y/o (b) bulion fino de oro de 0.995 o mejor ("Bulion de Oro"); y/o (c) bulion de plata de 0.9995 o mejor ("Bulion de Plata"), en cada caso concentrados de mineral u otro material que haya sido minado y removido de la Propiedad; entonces, sin importar lo pactado en contrario en este Anexo, el término "Ingreso Contable" por dicho(s) metal(es) deberá ser entendido que significa el número neto de libras avoirdupois de cobre y/o onzas troy de Bulion de Oro y/o Bulion de Plata, según sea el caso, acreditado o reembolsado a la cuenta del Otorgante o sus Filiales en un trimestre de calendario, multiplicado por: (i) para el metal de cobre, el promedio del Precio de Compra del LME para el caso de Cobre Cátodo de Ley "A" y en caso de Cobre de Alta Ley de COMEX el promedio del precio más cercano de *spot* en COMEX, en ambos casos durante el trimestre de calendario durante el cual dicho cobre es acreditado o reembolsado; (ii) para el Bullion de Oro, el promedio del *Precio Fijo del London Bullion Market Association P.M.* para el trimestre de calendario en el cual dicho metal es acreditado o reembolsado; o (iii) para el Bulion de Plata, el promedio del *Precio Fijo del London Bullion Market Association* para el trimestre de calendario en el cual dicho metal es acreditado o reembolsado.

1.7.2

El precio promedio para el trimestre de calendario respectivo deberá ser determinado dividiendo la suma de todos los precios diarios publicados durante el trimestre respectivo por la suma del número total de días en lo que dichos precios fueron publicados. El precio publicado deberá ser obtenido, en el caso del Cobre Cátodo de Ley A del LME o el Cobre Grado COMEX, de la publicación *Platt's Metals Price Alert, Metals Week Monthly Averages* por el periodo aplicable o en *Metals Bulletin*, pero siendo corregidos por las publicaciones oficiales del COMEX o el *London Metal Exchange* en los casos en que existieren errores de imprenta; y en el caso de todos los otros precios, en la publicaciones *The Wall Street Journal, Reuters*, u otras fuentes fidedignas seleccionadas por el Otorgante. Si el precio de compra del LME para Cobre Cátodo Ley A, o el precio de *spot* COMEX más cercano para el Cobre de Alta Ley o el Precio Fijo del Bulion de Oro del *London Bullion Brokers P.M.* o el Precio Fijo del Bulion de Plata del *London Bullion Brokers P.M.*, según sea el caso, dejara de publicarse, las Partes deberán acordar un método alternativo para determinar el precio promedio diario de *spot* para el cobre refinado, el Bulion de Oro o el Bulion de Plata, según sea el caso, y si no llegaran a un



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acuerdo, será usado el promedio diario del precio de compra del LME aplicable durante dicho periodo, según sea el caso, que sea determinado razonablemente por el Otorgante.

1.7.3 En los casos en los que un Producto intermedio que no se haya descrito anteriormente como Producto final sea distribuido a un Filial del Otorgante y dicho Producto intermedio es convertido por dicho Filial a un Producto que reúna los estándares descritos en esta definición, entonces para efectos de calcular el Ingreso Contable, dicho Producto será considerado como producido, y el Ingreso Contable como recibido, por el Otorgante.

1.8 **"Otorgante"** significa la Cesionaria o la Compañía, y sus sucesores y causahabientes.

1.9 **"IFRS"** significa Estándares Internacionales de Reportes Financieros.

1.10 **"Mina"** significa toda excavación en la tierra o en jales, ya sea que sea trabajada o no, hecha con el propósito de extraer o explotar Productos, y deberá incluir:

(a) todo tiro, mina de superficie, túnel o abertura, subterránea o de cualquier otra naturaleza, de la cual o a través de la cual los Productos son o podrán ser removidos o extraídos por cualquier método, en cantidades mayores a las requeridas para efectos de evaluación;

(b) el área de minado y todo edificio, estructura, desechos de mina, maquinaria, equipo, herramientas, caminos de acceso, pistas de aterrizaje, cables de electricidad, instalaciones de generación de energía, instalaciones de secado y evaporación, ductos, vías férreas y otras instalaciones para el minado, transportación, almacenamiento y depósito de Productos, desechos y otros materiales; y

(c) otras instalaciones u objetos requeridos o pretendidos para el uso o con el propósito o en conexión con dicha extracción o explotación.

1.11 **"Ingreso Neto"** significa el Ingreso menos las Deducciones Permitidas con relación a dicho Ingreso, en cada caso por el trimestre de calendario aplicable.

1.12 **"Regalía sobre Liquidaciones Netas"** significa la regalía otorgada mediante el presente Anexo.

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1.13 **"Persona"** significa todo individuo, corporación, fideicomiso, asociación, ilimitada, sociedad anónima, participación conjunta, organización no constituida, firma, estado, autoridad de gobierno o cualquier agencia o subdivisión política de las anteriores, o cualquier otro ente.

1.14 **"Ingreso por Producto Físico"** significa todo ingreso recibido por Productos distintos a los descritos en la definición de "Ingresos Contables". La cantidad de dichos ingresos será determinada de la siguiente manera:

1.14.1 Si los Productos minados o extraídos de la Propiedad son vendidos a una fundidora, refinería o a otro comprador (distintos al Otorgante o Filiales del Otorgante) en forma de Producto crudo o intermedio que no reúne los requerimientos de Producto Final establecidos en la subsección 1.7.1 de la definición de "Ingreso Contable" para metales a los que se refiere dicho apartado (por ejemplo la venta de concentrados de cobre) o son distribuidos a un Filial pero no son convertidos por dicho Filial en Producto final que reúne los requerimientos de Producto Final en la definición de "Ingreso Contable" de los metales previstos anteriormente, entonces la cantidad del Ingreso por Producto Físico con respecto a dicho Producto crudo o intermedio deberá ser igual a la cantidad de ingreso neto recibido realmente por el Otorgante por la venta física de los Productos a la fundidora, refinería u otro comprador de los metales pagables contenidos en dichos Productos, incluyendo los bonos, premios y subsidios, y una vez deducidas las Deduciones Permitidas, ya sea que hayan sido deducidas por el comprador o pagadas o incurridas por el Otorgante. En los casos en los que dichos Productos son distribuidos en especie a un Filial del Otorgante y posteriormente vendidos sin procesamiento adicional por dicho Filial o en su representación, dicha venta deberá ser considerada como una venta realizada por el Otorgante para efectos de cómputo de los cálculos en esta subsección 1.14.1 y se considerará que el Otorgante ha recibido el Ingreso respectivo.

1.14.2 Si Productos minados y extraídos de la Propiedad y distribuidos a un Filial mediante una transacción que no esté prevista ni en la subsección 1.14.1 o en la definición e Ingreso Contable, entonces en dicho caso el Ingreso que se atribuirá a dichos Productos deberá ser el precio del valor justo de mercado que de otra forma se hubiera recibido de un tercero en una operación no relacionada por la venta de dichos Productos, neto de todas las Deduciones Permitidas incurridas.

1.15 **"Productos"** significa todo mineral, concentrado, precipitado, cátodo, soluciones de lixiviación, doré, o cualquier otro producto metálico primario, intermedio o final extraído, minado o removido de las Concesiones Mineras para su venta comercial. Productos no deberá incluir ningún material minado y extraído para uso del Otorgante en la construcción de caminos, cimientos,



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construcciones de concreto u otros usos industriales relacionados con la Propiedad o el material que sea procesado pero que no se haya originado en la Propiedad.

1.16 **"Propiedad"** para efectos del presente Anexo significa las Concesiones Mineras con sus modificaciones, cambios o mejoras que se les haga de tiempo en tiempo por el Otorgante.

1.17 **"Ingreso"** significa la suma del Ingreso por Producto Físico y el Ingreso Contable correspondiente al trimestre de calendario respectivo.

1.18 **"Cuenta de Regalías"** significa la cuenta contable establecida por el Otorgante o en su representación para el registro de:

(a) todas las Deducciones Permitidas, como débito, calculadas al valor en efectivo al momento en que el gasto fue incurrido, y

(b) todo el Ingreso, como crédito,

para efectos del cómputo de la Regalía sobre Liquidaciones Netas pagadera en cada caso por el trimestre de calendario aplicable.

1.19 **"Propietario de la Regalía"** significa los Cedentes, sus causahabientes o cesionarios.

1.20 **"Porcentaje de la Regalía"** significa el 2.0% (Dos Por ciento).

1.21 **"Actividades de Intercambio"** significa cualquiera y todas las actividades de protección contra variación de precios realizada por el Otorgante o sus Filiales con respecto a cualquiera de los Productos, insumos, tazas de interés o cambio de moneda, incluyendo sin limitar, toda venta a futuro y/o contratos de compraventa, contratos de precio *spot* diferidos, contratos de opción, compras especulativas y venta de contratos a futuro, futuros y opciones, todos ya sean celebrados dentro o fuera de los mercados de valores. Dicha Actividades de Intercambio, y las ganancias y pérdidas generadas por los mismos, deberán ser considerados en el cálculo de las regalías a pagarse al Propietario de la Regalía, en conexión con la determinación de precio, la fecha de la compraventa o la fecha en la que cualquier pago de regalía es exigible.

1.22 **"Transmisión"** significa toda venta, enajenación, cesión, transmisión, afectación, garantía, hipoteca, abandono y toda otra transmisión.



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ARTICULO II

CÓMPUTO Y PAGO DE LA REGALÍA SOBRE LOS INGRESOS NETOS

- 2.1 **Cómputo.** Para efectos del cómputo de la Regalía sobre las Liquidaciones Netas, el Otorgante deberá multiplicar el Ingreso Neto (registrado como balance positivo en la Cuenta de Regalías) por el Porcentaje de la Regalía, en cada caso por el trimestre de calendario inmediatamente anterior.
- 2.2 Ningún pago por concepto de Regalía sobre Liquidaciones Netas será exigible conforme al presente Contrato hasta una vez que el total acumulado de Ingresos (registrado como crédito en la Cuenta de Regalías) sea superior al total acumulado de las Deducciones Autorizadas (mostradas como débito en la Cuenta de Regalías), calculadas a partir de la fecha de la firma del presente Contrato.
- 2.3 **Pagos.**
- 2.3.1. La vigencia del derecho al pago de la Regalía sobre las Liquidaciones Netas iniciará a partir de la fecha en la que el Otorgante notifique al Propietario de la Regalía el inicio de la Producción Comercial.
- 2.3.2. Una vez que el Otorgante determine que el pago por Regalía sobre Liquidaciones Netas es exigible y acreditable conforme al presente Anexo, el Otorgante deberá pagar al Propietario de la Regalía una cantidad igual a la Regalía sobre las Liquidaciones Netas computados conforme a la sección 2.1 dentro de los cuarenta y cinco (45) días siguientes a la conclusión del trimestre de calendario para el cual el cómputo fue hecho, y deberá entregar con dicho pago una copia de los cálculos utilizados en relación con dicho pago. Todo pago en exceso o insuficiente deberá ser corregido en el trimestre de calendario subsiguiente a la determinación de dicho ajuste. Los pagos por Regalía sobre Liquidaciones Netas serán hechos a los Cedentes en la proporción descrita en la sección 1.19 ("Propietario de la Regalía") del presente Anexo, al menos que los Cedentes hayan nombrado a un representante con poderes suficientes a discreción de la Otorgante para recibir dicho pago.

ARTICULO III

CONTABILIDAD

- 3.1 **Principios Contable.** Sujeto a lo previsto en la legislación fiscal de México en vigor, todos los Ingresos y Deducciones Permitidas deberán ser registrados en la Cuenta de Regalías y determinados en concordancia con

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IFRS, según sean aplicados por el Otorgante. Los Ingresos y las Deducciones Permitidas deberán ser determinados por el método contable de incremento



ARTICULO IV

AUDITORIAS

- 4.1 **Auditorías.** El Propietario de la Regalía tendrá, mediante aviso previo por escrito al Otorgante, el derecho de nombrar a una firma independiente de contadores públicos para auditar los registros relacionados con el cómputo de la Regalía sobre las Liquidaciones Netas, dentro de los dos (2) meses siguientes al recibo de uno de los pagos señalados en la Sección 2.3.2. anterior. Todo cómputo que no sea auditado conforme a lo anterior será considerado como final y no estará sujeto en lo subsiguiente a auditoría u objeción.
- 4.2 **Disputas.** Se considerará que el Propietario de la Regalía ha renunciado al derecho que pudiera tener para objetar un pago hecho por cualquier trimestre de calendario, al menos que notifique por escrito dicha objeción dentro de los dos (2) meses siguientes del recibo del pago final correspondiente a dicho trimestre de calendario.

ARTICULO V

GENERAL

- 5.1 **Registros.** El Otorgante deberá conservar registros fidedignos respecto a tonelaje, volumen y análisis de Productos, peso, humedad, ensayos sobre metales pagables contenidos y otros registros, según sea apropiado, con respecto al cómputo de la Regalía sobre Liquidaciones Netas establecida en el presente Contrato.
- 5.2 **Operaciones.** El Otorgante y sus Filiales tendrán el derecho exclusivo para (i) tomar todas las decisiones operativas con respecto al método y magnitud del minado y procesamiento de los Productos minados o derivados de la Propiedad (por ejemplo, sin limitación, la decisión de procesar mediante lixiviación en lugar de por trituración convencional), (ii) tomar todas las decisiones relacionadas con la venta de los Productos, y (iii) tomar todas las decisiones concernientes a la clausura temporal o a largo plazo de las operaciones en las Concesiones Mineras.
- 5.3 **Interés Jurídico.** Nada de lo estipulado en el presente Contrato o en el presente Anexo adjunto al mismo deberá interpretarse como un otorgamiento

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al Propietario de la Regalía de ningún derecho o interés jurídico sobre las Concesiones Mineras. El derecho a recibir pagos por concepto de Regalías Sobre Liquidaciones Netas del Otorgante, cuando sea que dicho derecho se convierta exigible, será un derecho contractual solamente. El derecho a recibir pagos por concepto de Regalías Sobre Liquidaciones Netas, cuando sea que dicho derecho sea exigible, no deberá interpretarse como un nombramiento al Otorgante como socio, gestor o Representante legal del Propietario de la Regalía o como la creación de una relación fiduciaria entre las partes para ningún propósito en absoluto.

5.4. Derecho a Inspeccionar. El Propietario de la Regalía o su representante autorizado podrá, mediante notificación previa al Otorgante, entrar a la superficie o porciones de superficie de la Propiedad con el propósito de inspeccionar la Propiedad, o sus mejoras y operaciones, y podrá inspeccionar y copiar todos los registros e información concerniente al cómputo de su interés, incluyendo sin limitar, todos los registros e información que sean mantenidos electrónicamente. El Propietario de la Regalía o su representante autorizado entrarán a la Propiedad a su propio riesgo y no podrán irrazonablemente trastornar las operaciones realizadas en la Propiedad o con relación a ésta. El Propietario de la Regalía indemnizará y liberará de responsabilidad al Otorgante y Filiales (incluyendo, sin limitación, compañías matrices directas e indirectas), así como a sus respectivos directores, funcionarios, accionistas, trabajadores, gestores y abogados de toda responsabilidad legal que pudiera ser imputada, declarada o incurrida por cualquiera de ellos como resultado de alguna lesión causada al Propietario de la Regalía o a sus gestores o representantes por el ejercicio de los derechos otorgados en la presente cláusula.

5.5 Notificaciones.

Toda notificación, pago y cualquier otra comunicación (en lo sucesivo las "Notificaciones") permitidas o requeridas en el presente Contrato deberán ser hechas por escrito y dirigidas a los domicilios del Otorgante y del Propietario de la Regalía en la forma y en los términos descritos en el Contrato al cual se adjunta el presente Anexo.

5.6 Confidencialidad.

5.6.1 Con excepción a lo previsto en la Sección 5.6.2, ninguna información o data entregada al Propietario de la Regalía conforme los términos del presente Anexo será diseminada por el Propietario de la Regalía a ningún tercero o al público en general, sin el consentimiento previo por escrito del Otorgante, el cual no deberá ser negado sin justificación alguna.

Alejandro
Luisano 254116

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5.6.2 El consentimiento requerido conforme a la Sección 5.6.1 no aplicará a la diseminación:

5.6.2.1 a un Filial o representante que posee de Buena fe la necesidad de ser informado (pero sujeto a las obligaciones de confidencialidad contenidas en esta sección);

5.6.2.2 a una dependencia de gobierno o al público cuando el Filial que realiza la diseminación cree de Buena fe que la misma es requerida por mandato de ley aplicable o por los reglamentos de un mercado de valores;

5.6.2.3 realizada en relación a un litigio o arbitraje relacionado con una de las Partes cuando dicha diseminación es requerida por el tribunal correspondiente o es, por consejo del abogado de dicha Parte, necesaria para la consecución del juicio, pero sujeto a la notificación previa a la otra Parte para permitir a dicha otra Parte el perseguir acciones preliminares protectoras.

5.6.3 Previo a cualquier diseminación descrita en las Subsecciones 5.6.2.1, 5.6.2.2 o 5.6.2.3 anteriores, dicha tercera Parte deberá primeramente acordar el proteger la información confidencial de diseminación adicional en el mismo grado al que las Parte están obligadas bajo la Sección 5.6.

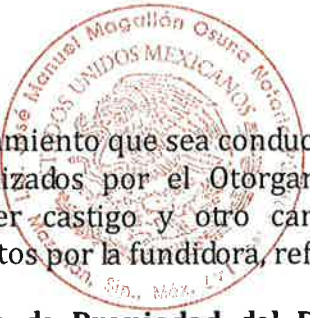
No obstante lo anterior, las Partes no podrán diseminar ninguna información geológica, de ingeniería o de otra naturaleza a terceras Personas sin comunicar asimismo la existencia y naturaleza de toda protección legal que acompaña a dicha información y los requerimientos de la ley aplicable o reglamento o reglas de algún mercado de valores aplicable respecto a la diseminación pública de dicha información, según sea el caso.

5.7 **Mixtura.** El Otorgante tendrá el derecho de revolver *ore*, concentrados, minerales y otro material minado y extraído de la Propiedad de los cuales los Productos han de producirse, con otro *ore*, concentrados, minerales u otro material minado o extraído de otras propiedades; sujeto, sin embargo, a que el Otorgante deberá calcular de muestras representativas las leyes promedio de los mismos y otras medidas según se consideren apropiadas, y deberá pesar (o calcular el volumen) del material con anticipación a ser revuelto. Al obtener las muestras representativas, calcular las leyes promedio del *ore* y promedio de porcentajes de recuperación, el Otorgante podrá utilizar cualquier procedimiento aceptable en la industria minera y metalurgista que considere apropiado para el tipo de actividad de minado y

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procesamiento que sea conducida. Además, procedimientos similares podrán ser utilizados por el Otorgante para atribuir a los materiales revueltos cualquier castigo y otro cargo y deducciones, si existieren, que sean impuestos por la fundidora, refinería o comprador de dicho material.

5.8 Cambio de Propiedad del Derecho a la Regalía sobre Liquidaciones Netas. Ningún cambio o división de los derechos de propiedad de la Regalía sobre Liquidaciones Netas, realizado de cualquier forma, deberá incrementar las obligaciones o disminuir los derechos del Otorgante. El Propietario de la Regalía acuerda que cualquier cambio en la propiedad de la Regalía sobre las Liquidaciones Netas deberá ser realizado en una manera que garantice que el Otorgante solo será requerido para hacer pagos y entregar notificaciones a no más de una sola Persona. Ningún cambio o división de los derechos de propiedad de la Regalía sobre las Liquidaciones Netas será obligatorio para el Otorgante hasta que una copia certificada del instrumento donde consta dicho cambio o división de propiedad haya sido recibido por el Otorgante.

5.9 Cesión del Otorgante. El Otorgante tendrá el derecho de Transmitir todo o una porción de su interés jurídico en la Propiedad. Si el Otorgante Transmite todo o una porción de su interés jurídico en la Propiedad deberá obtener por parte del cesionario o adquirente de dichos derechos la subrogación de las obligaciones del Otorgante conforme al presente Anexo, con respecto al interés jurídico transmitido. El Otorgante deberá por consiguiente ser liberado de toda obligación de pago subsiguiente de regalía conforme al presente Anexo con respecto al interés transmitido.

Alexandria
Carrillo
COTEJADO



ANEXO "B"

VERSION EN INGLES DEL PRESENTE CONTRATO

ASSIGNMENT OF MINING CONCESSIONS AGREEMENT

THIS ASSIGNMENT OF MINING CONCESSIONS AGREEMENT (the "Agreement") is entered into at the City of Mazatlan, State of Sinaloa on this the 17th day of July, 2013 between:

FELIPE JESUS ORTEGA GARCIA, a citizen of Mexico, born in Mexico, D.F. on February 17, 1966, a professional Geologist having a domicile at *auto gestión 279 Fraccionamiento puesta del sol. Mazatlán Sinaloa México*, and ALEJANDRINA LUVIANO CASTILLO appearing herein to grant marital consent for this act; and MIGUEL DE JESUS ORTEGA GARCIA, a citizen of Mexico, born in Mexico, D.F. on January 13, 1971, a Business Administrator having a domicile at *Salina Cruz 118 Fraccionamiento José gordillo pinto, Mazatlán Sinaloa, México* (hereinafter collectively referred to as the "Assignors");

OF THE FIRST PART

AND:

AUXICO RESOURCES, S.A. DE C. V. a company duly incorporated and validly existing pursuant to the laws of the United Mexican States, having its corporate domicile at *Avenida Carlos Canseco No. 6052 Plaza Náutica, Oficina 215, Marina Mazatlán, Mazatlán, Sin. C.P. 82103*, herein represented by PIERRE RENÉ GAUTHIER acting as its legal representative holding general powers of attorney for acts of administration and domain (hereinafter referred to as the "Assignee")

OF THE SECOND PART

This Agreement is executed by the parties hereto to set forth the terms and conditions whereby the Assignors assign and transfer to the Assignee, and the Assignee acquires, 50% undivided title in and to the Mining Concession (as defined here-below) so that the Assignee shall hereinafter become the owner of 100% title to the Mining Concessions, subject to the following recitals and clauses:



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Alexandrina Luviano Castillo
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RECITALS

I. WARRANTIES AND REPRESENTATIONS OF THE ASSIGNORS: The Assignors jointly and individually warrant and represent to the Assignee as follows:

A. The Assignors are the proprietors of undivided title to the following mining concessions:

(a) MIGUEL DE JESUS ORTEGA GARCIA is the holder of 25% undivided title to the mining concession title no. 225182 ("Mineral de Zamora" lot),

(b) FELIPE JESUS ORTEGA GARCIA is the holder of 25% undivided title to the mining concession title no. 225182 ("Mineral de Zamora" lot),

(c) FELIPE JESUS ORTEGA GARCIA is the holder of 50% undivided title to the following mining concessions:

- (1) mining concession Title no. 224618 ("Campanillas" lot),
- (2) mining concession Title no. 227400 ("Chio" lot),
- (3) mining concession Title no. 227399 ("Gaby" lot),
- (4) mining concession Title no. 224654 ("San Felipe" lot).

B. Each of the Assignors possesses the legal capacity required by law for the execution and performance of this Agreement and to comply with each and all of his obligations hereunder.

C. The execution and performance of this Agreement will not conflict with or result in any breach of any covenants or agreements to which any of the Assignors is a party or by which it is bound or to which it may be subject.

D. The Assignors acknowledge the legal existence of the Assignee and the sufficiency of the authority of its representative hereunder.

II. WARRANTIES AND REPRESENTATIONS OF THE ASSIGNEE: The Assignee warrants and represents to the Assignor, as follows:

A. The Assignee has been duly incorporated and validly exists as a corporation in good standing under the laws of the United Mexican States and is lawfully authorized to enter into this Agreement, as evidenced on public deed of incorporation no. 13,448, Volume L, authorized on August 5, 2011 under the authority of Mr. Guilebaldo Flores Tirado, a notary public number 118 in and for the City of Mazatlan, Sinaloa and duly registered at the corporate registry of the City of Mazatlán, Sinaloa, under Registration number 19847*2 dated of this August 23rd, 2011.



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Luisano Castro*

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B. The Assignee is the proprietor of 50% undivided title to the following mining concessions:

- (1) mining concession title no. 225182 ("Mineral de Zamora" lot),
- (2) mining concession Title no. 224618 ("Campanillas" lot),
- (3) mining concession Title no. 227400 ("Chio" lot),
- (4) mining concession Title no. 227399 ("Gaby" lot),
- (5) mining concession Title no. 224654 ("San Felipe" lot).

The mining concessions described in Recitals I A and II B above are hereinafter collectively referred to as the "Mining Concessions".

- C. The Assignee possesses the legal capacity required under Mexican law to acquire, hold and deal as a proprietor mining concessions located within the territory of Mexico in accordance with its corporate business and affairs and article 11 of the Mining Act.
- D. The execution and performance of this Agreement by the Assignee will not conflict with or result in any breach of any covenants or agreements to which it is a party or by which it is bound or to which it may be subject.
- E. The authority conferred upon the Assignee's legal representatives appearing in its name herein is sufficient under the law to execute this act and such authority has not, as of the date hereof, been revoked, limited or modified in any manner whatsoever.

III. JOINT WARRANTIES AND REPRESENTATIONS: Each of the parties warrants and represents to the other parties, as follows:

- A. On July 12, 2011 a Promise to Contract Agreement (the "Promise to Contract") was signed among the parties hereto wherein they agreed to the execution of this Agreement and to the assignment to the Assignee of 100% undivided title to the Mining Concessions. This Agreement is executed pursuant to the terms set out under the Promise to Contract.
- B. Pursuant to the Promise to Contract, the parties signed on August 31, 2011, and subsequently ratified before a notary public, an Assignment of Mining Concessions Agreement (the "First Assignment Agreement") wherein the Assignors transfer to the Assignee and the Assignee acquired, 50% undivided title to the Mining Concessions on payment of \$5,000 Pesos currency of Mexico.
- C. The intention of the parties under this Agreement is for the Assignee to acquire 100% undivided title to the Mining Concessions, cumulative to the 50% undivided title acquired under the First Assignment Agreement.



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- D. There is no agreement or understanding with and any person, firm or corporation, or any right or privilege capable of becoming an agreement, for the transfer of any of the rights attached, or title to, the Mining Concessions, with the exception of the Promise to Contract.
- E. The Mining Concessions are validly subsisting and subject to no pledge, lien, charge, and encumbrance, limitation of ownership or adverse claim of others.
- F. The Mining Concessions are in good standing with respect to each and all obligations imposed by the Mining Act and its Regulations, including, without limitation, the payment of mining surface rights and the execution and reporting of assessment works.
- G. No person is the holder of any royalty rights or any other legal interest with respect to production of minerals from the Mining Concessions, apart from the Net Smelter Return Royalty (defined here-below).

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual warranties and representations herein contained, the parties agree as follows:

1. ASSIGNMENT.

1.1. The Assignors hereby sell, assign and transfer to the Assignee, and the Assignee acquires as owner, 50% undivided title in and to the Mining Concessions (described in Recitals I A and II B above) so that together with the 50% undivided title acquired by the Assignee under the First Assignment Agreement the Assignee becomes the owner to 100% undivided title to the Mining Concessions, with all annexations attached thereto, free and clear of any encumbrance, charge, controversy or third party right or interest, and with no reservation of any right or action whatsoever, as follows:

- A. MIGUEL DE JESUS ORTEGA GARCIA hereby sells, assigns and transfers to the Assignee 25% undivided title to the mining concession title no. 225182 ("Mineral de Zamora" lot).
- B. FELIPE JESUS ORTEGA GARCIA hereby sells, assigns and transfers to the Assignee 25% undivided title to the mining concession title no. 225182 ("Mineral de Zamora" lot).

Relinquishment of First Rights of Refusal. MIGUEL DE JESUS ORTEGA GARCIA and FELIPE JESUS ORTEGA GARCIA hereby mutually relinquish their respective first rights of refusal to acquire in first priority the percentage of undivided title to mining concession title no. 225182 ("Mineral de Zamora" lot) herein sold, assigned and transferred to the Assignee, and hereby irrevocably consent to the sale, assignment and transfer hereunder.

- C. FELIPE JESUS ORTEGA GARCIA hereby sells, assigns and transfers to the Assignee 50% undivided title to the following mining concessions:

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Luisano Casado*

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- (a) mining concession Title no. 224618 ("Campanillas" lot),
- (b) mining concession Title no. 227400 ("Chio" lot),
- (c) mining concession Title no. 227399 ("Gaby" lot),
- (d) mining concession Title no. 224654 ("San Felipe" lot).

2. ASSIGNMENT PRICE

2.1. The Assignee, hereby pays to the Assignors and the Assignors receive in full satisfaction, as the total price for the sale, assignment and transfer of 50% undivided title in and to the Mining Concessions, the amount of USD \$232,000 plus Value-Added Tax ("IVA") which shall be paid by the Assignee (the "Purchase Price"), distributed as follows:

- A. The amount of USD \$ 116,000 plus IVA to MIGUEL DE JESUS ORTEGA GARCIA for the assignment under Paragraph 1.1. (A).
- B. The amount of USD \$ 116,000 plus IVA to FELIPE JESUS ORTEGA GARCIA for the assignment under Paragraph 1.1. (B) and (C).

This instrument duly signed by the parties constitutes an acknowledgment by the Assignors of receipt of payment in full satisfaction of the Purchase Price as provided by law.

3. NET SMELTER RETURN ROYALTY

3.1. The Assignors hereby reserve the collective right, in proportion to their respective undivided ownership to the Mining Concessions herein sold, assigned and transferred to the Assignee, to a 2% Net Smelter Return Royalty from proceeds of first-hand sale of Products produced from the Mining Concessions on commencement of Commercial Production, on the terms and conditions set out in Schedule A of this Agreement. The terms "Net Smelter Return Royalty", "Products" and "Commercial Production" shall have the meaning assigned to them in Schedule A.

3.2. The Assignors hereby grant to the Assignee the right to purchase at any time 1% of the NSR on payment of US\$ 500,000.

4. NOTICES.

4.1. Any notice or notification given or required to be given between the parties as a result of the application of this Agreement shall be given in writing and shall be addressed to the latest domiciles set out by the parties under this Agreement, which domiciles are, until further notice is given, the



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domiciles described in page 1 of this Agreement. The parties may, at any time, change their above-referenced domiciles on ten-day written notice to the other party.

4.2. All Notices shall be given (i) by personal delivery, or (ii) by electronic communication, with a confirmation sent by registered or certified mail return receipt requested, or (iii) by registered or certified mail return receipt requested or by commercial courier. All Notices shall be effective and shall be deemed delivered (i) if by personal delivery, on the date of delivery if delivered during normal business hours, and, if not delivered during normal business hours, on the next business day following delivery, (ii) if by electronic communication, on the next business day following actual receipt of the mailed confirmation, and (iii) if solely by mail or by commercial carrier, on the next business day after actual receipt. A Party may change its address by Notice to the other Party.

5. APPLICABLE LAW AND TRIBUNALS.

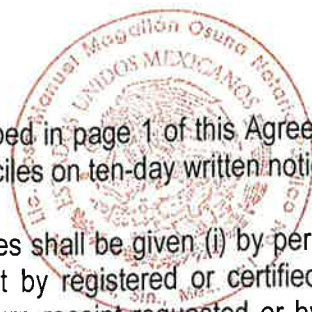
5.1. This Agreement shall be construed and regulated by the provisions of the Mining Act of Mexico and its Regulations, the Code of Commerce, the Federal Civil Code and the Civil Code of the State of Sinaloa, Mexico. The parties hereto attorn to the jurisdiction of the state and federal tribunals of the City of Mazatlan, State of Sinaloa, which shall have the authority to resolve any dispute, suit or claim arising under, or the interpretation or construction of, this Agreement. The parties hereby renounce to the jurisdiction of any other tribunal or court to whose jurisdiction they might have a right to, by virtue of their current or future domiciles or by provision of any law currently or in the future in force and effect.

6. GENERAL.

6.1. The parties hereto shall act towards each other in good faith and cooperation in all matters connected here-with, provided that:

- (a) such relationship shall not impose upon either of them any duties or liabilities whatsoever except in accordance with this Agreement,
- (b) this Agreement shall not be deemed to constitute or create a partnership between the parties or to create any joint and several liability between them,
- (c) neither party shall have any authority to act for or to assume any obligation or responsibility on behalf of the other party, except as provided herein.

6.2. This Agreement contains the total agreement of the parties with regards to the subject matter hereof; therefore it cancels and sets aside any other agreement or letter of intent, be it verbal or written, carried out by the parties with regards to such subject matter, including, but not limited to, the Promise to Contract.



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6.3. This Agreement may not be amended except in writing executed by each of the parties hereto.

6.4. The parties shall promptly execute or cause to be executed all documents, deeds, conveyances and other instalments of further assurance which may be reasonably necessary or advisable to carry out fully the intent of this Agreement, including, without limitation, the registration of the Assignee at the Mines Recorders' Office as the legal and beneficial owner of 100% undivided title to the Mining Concession.

6.5. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

6.6. Languages / Independent Counsel. This Agreement is approved in both the English and Spanish languages. The parties agree that in the event of discrepancy between the two versions, the Spanish version shall prevail. The parties acknowledge to having obtained sufficient independent legal advice and to having read and understood (through their respective appointed interpreters and legal counsel) the legal effects and validity of this Agreement in both the Spanish and English versions. The English version is attached as Schedule B hereto and made part hereof.

IN WITNESS WHEREOF, the parties hereto after having read and understood the legal effects and validity of the premises set forth above, have caused this Agreement to be executed on the date first above written.



[EXECUTION PAGE FOLLOWS]

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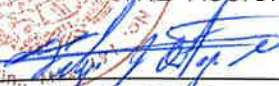
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THE "ASSIGNORS"

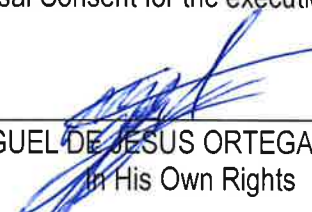


FELIPE JESUS ORTEGA GARCIA
In His Own Rights

*Alejandrina
Luviano Castillo*

MRS. ALEJANDRINA LUVIANO CASTILLO
In Her Own Rights

Granting Spousal Consent for the execution of this Agreement





MIGUEL DE JESUS ORTEGA GARCIA
In His Own Rights

THE "ASSIGNEE"
AUXICO RESOURCES, S.A. DE C. V.



PIERRE RENÉ GAUTHIER
LEGAL REPRESENTATIVE







SCHEDULE A

NET SMELTER RETURN ROYALTY

ARTICLE I

DEFINITIONS

Any capitalized terms used but not otherwise defined in this Schedule shall bear the meaning ascribed to such capitalized terms in the Agreement. As used herein, the following terms shall have the meanings assigned to them as follows (in the event any term or definition of this Schedule shall conflict with any term or definition in the Agreement, the term or definition in this Schedule shall control and govern):

1.1 "Affiliate" means any Person that directly or indirectly Controls, is Controlled by, or is under common Control with, a Party.

1.2 "Agreement" means this Assignment of Mining Concessions Agreement signed with respect to the Mining Concessions by the Grantor and the Royalty Holder to which this Schedule is attached and made part of.

1.3 "Allowed Deductions " means the following charges to be deducted from Revenue:

(a) melting, smelting, refining, sampling and assay treatment charges *castigos* charges, penalties, smelting assay cost umpire assay cost and including, without restricting the generality of the foregoing, losses of metals and charges for impurities and sale and handling charges during smelting and refining (including price participation charges for refining and/or refineries);

(b) handling, transportation and insurance charges for the transportation of Products from the Mining Concession to the smelter, refinery or any other place designated for treatment, and insurance charges, if any;

(c) *ad valorem* customs duties and production sale-based taxes, but not income taxes;

(d) marketing charges, including commissions for the sale of Products; and,

(e) any other charge agreed in writing by the parties.



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1.4 **"Company"** means AUXICO RESOURCES, S.A. DE C. V. a company incorporated pursuant to the laws of the United Mexican States, which is the Grantor under this Agreement, and its successors and assigns.

1.5 **"Commercial Production"** means the commercial exploitation of ore, but does not include milling for the purpose of testing or milling or leaching by a pilot plant or during the initial tune-up period of a plant. Commercial Production will be deemed to have commenced:

- (a) if a plant is located on any portion of the Mining Concessions, on the first day of the month following the first period of 30 consecutive days during which ore has been processed through such plant for not less than 15 days from the start-up date of such plant, or
- (b) if no plant is located on any portion of the Mining Concession, on the first day of the month following the first period of 10 days during which ore has been shipped from the property for the purpose of earning revenue.

1.6 **"Control"** used as a verb means, when used with respect to an entity, the ability, directly or indirectly through one or more intermediaries, to direct or cause the direction of the management and policies of such entity through (a) the legal or beneficial ownership of voting securities or membership interests; (b) the right to appoint managers, directors or corporate management; (c) contract; (d) operating agreement; (e) voting trust; or otherwise; and, when used with respect to an individual, means the actual or legal ability to control the actions of another, through family relationship, agency, contract or otherwise; and "Control" used as a noun means an interest which gives the holder the ability to exercise any of the foregoing powers.

1.7 **"Deemed Revenue"** means the following:

1.7.1 Where the Grantor or its Affiliates produce as a final Product or have produced as a final Product through a tolling or smelting or refining contract or any other transaction that results in the return to, or credit to the account of, Grantor or its Affiliates, of refined copper meeting either the good delivery requirements of the London Metal Exchange ("LME") for Grade "A" Copper Cathode or for High Grade Copper meeting the COMEX division of the New York Mercantile Exchange ("COMEX") requirements for delivery, and/or fine gold bullion of .995 or better ("Gold Bullion") and/or silver bullion of .9995 or better ("Silver Bullion"), in each case from ores or other material mined and removed from the Property, then notwithstanding anything in this Schedule to the contrary, the term "Deemed Revenue" for such

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metal shall be deemed to mean the net number of pounds avoirdupois of copper or troy ounces of Gold Bullion and Silver Bullion, as the case may be, returned to, or credited to the account of, Grantor or its Affiliates in a calendar quarter, multiplied by: (i) for copper, the average of the LME Settlement Price for Grade "A" Copper Cathode in the case of LME Grade "A" Copper Cathode or of the COMEX most nearby spot price in the case of COMEX High Grade Copper, in each case for the calendar quarter in which such copper is returned or credited; (ii) for Gold Bullion, the average London Bullion Market Association P.M. Gold Fixing for the calendar quarter in which such bullion is returned or credited; or (iii) for Silver Bullion, the average London Bullion Market Association Silver Fixing for the calendar quarter in which such bullion is returned or credited.

1.7.2 The weighted average weighted price for the calendar quarter shall be determined by dividing the sum of all daily prices posted during the relevant calendar quarter by the number of days that prices were posted. The posted price shall be obtained, in the case of LME Grade "A" copper cathode or COMEX Grade Copper, from Platt's Metals Price Alert, Metals Week Monthly Averages for the applicable period or Metals Bulletin, but corrected to the official quotations of COMEX or the London Metal Exchange in the event of printing errors, and for other prices, The Wall Street Journal, Reuters, or other reliable source selected by the Grantor. If the LME Settlement Price for Grade "A" Copper Cathode, or the COMEX most nearby spot price for High Grade Copper, the London Bullion Brokers P.M. Gold Fixing or the London Bullion Brokers Silver Fixing, as the case may be, ceases to be published, the Parties shall agree upon a similar alternative method for determining the average daily spot market price for refined copper, Gold Bullion or Silver Bullion, as the case may be, or upon failure to so agree, the average of the daily LME settlement prices during such period, as reasonably determined by the Grantor, shall be used.

1.7.3 In the case where an intermediate Product not described above as a final Product is distributed to an Affiliate of the Grantor and such intermediate Product is converted by such Affiliate or a third Person on behalf of such Affiliate to a Product meeting the standards set forth in this definition, then for purposes of calculating Deemed Revenue such Product shall be deemed produced, and the Deemed Revenue received, by the Grantor.

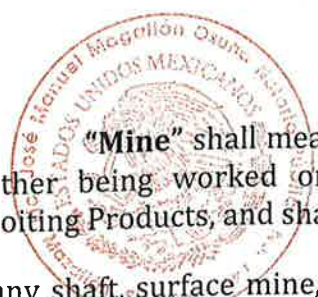
1.8 **IFRS "Grantor"** shall mean the Assignee or the Company and its successors and assigns

1.9 **I.F.R.S. shall mean International Financial Reporting Standards**

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Alexandrina
Luisano Castillo
COTEJADO



1.10 **"Mine"** shall mean any excavation in the earth or in any tailings, whether being worked or not, made for the purpose of winning or exploiting Products, and shall include:

(A) any shaft, surface mine, tunnel or opening, underground or otherwise, from or through which Products have been or may be removed or extracted by any method whatsoever, in quantities larger than those required for purposes of Evaluation;

(B) the mining area and all buildings, structures, mine dumps, machinery, equipment, tools, access roads, airstrips, power lines, power generation facilities, evaporation and drying facilities, pipelines, railroads and other facilities for mining, transporting, storing and disposing of Products, waste and other materials; and

(C) any other facilities and objects required or intended to be used for the purposes of or in connection with such winning or exploitation.

1.11 **"Net Revenue"** shall be the Revenue less the Allowed Deductions pertaining to such Revenue, in each case for the applicable calendar quarter.

1.12 **Net Smelter Return Royalty**" means the royalty granted by this Schedule.

1.13 **"Person"** shall mean an individual, corporation, trust, partnership, Limited Liability Company, joint venture, unincorporated organization, firm, estate, governmental authority or any agency or political subdivision thereof, or other entity.

1.14 **"Physical Product Revenue"** shall mean revenues received for Products other than those described in the definition of "Deemed Revenue". The amount of such revenues shall be determined as follows:

1.14.1 If Products mined and removed from the Property are sold to a smelter, refiner or other purchaser (other than the Grantor or Affiliates of the Grantor) in the form of a crude or intermediate Product not meeting the requirements in subsection 1.7. of the definition of "Deemed Revenue" for metals as provided above (such as the sale of copper concentrates) or are distributed to an Affiliate but are not converted by such Affiliate into a final Product meeting the requirements in the definition of "Deemed Revenue" for metals as provided above, then the amount of Physical Product Revenue with respect to such crude or intermediate Product shall equal the amount of net revenues actually received by the Grantor from the physical sale of the payable metals in such Products to the smelter, refiner or other purchaser of Products, including any bonuses, premiums, and subsidies, and after deducting all Allowed Deductions , whether deducted by the



Alexander, Inc.
COTEJADO
2016

purchaser or paid or incurred by the Grantor. In the case where such products are distributed in kind to an Affiliate of the Grantor and then are sold without further processing by or for such Affiliate, such sale shall be deemed to be a sale by the Grantor for the purposes of making the calculations in this subsection 1.18.1 and the Revenue shall be deemed to have been received by the Grantor.

1.14.2 If Products mined and removed from the Property and distributed to an Affiliate in any transaction that is not covered by either subsection 1.18.1 above or the definition of Deemed Revenue, then in such event the Revenue attributed to such Products shall be the fair market value price that would otherwise be received from a third Party in an arm's length transaction for the sale of such Product, net of any Allowed Deductions incurred.

1.15 **"Products"** shall mean all ores, concentrates, precipitates, cathodes, leach solutions, doré, or any other primary, intermediate or final metallic products extracted, mined and removed from the Mining Concessions for commercial sale. Products shall not include any material mined and removed from the Mining Concession for use by Grantor for roads, foundations, concrete or other construction or industrial uses relating to the Property or material that is processed that did not originate from the Property.

1.16 **"Property"** for purposes of this Schedule means the Mining Concessions, subject to any modification, change or improvement thereon made from time to time by the Grantor.

1.17 **"Revenue"** means the sum of Physical Product Revenue and Deemed Revenue for the applicable calendar quarter.

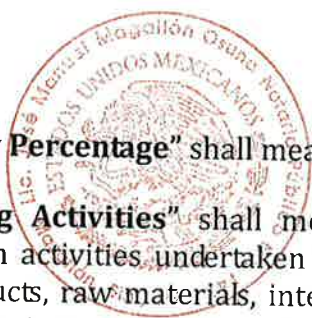
1.18 **"Royalty Account"** means the accounting account established by the Grantor or on its behalf for the recordation of:

- a) all Allowed Deductions, as debit, calculated at the cash value at the time costs are incurred, and
- b) all Revenue, as credit,

for purposes of the computation of the Net Smelter Return Royalty payable in each case for the applicable calendar quarter.

1.19 **"Royalty Holder"** shall, mean the Assignors and their respective successors and assigns.

Alexandria
Castillo
COTEJADO



1.20 "Royalty Percentage" shall mean 2.0% (Two Percent).

1.21. "Trading Activities" shall mean any and all price hedging and price protection activities undertaken by Grantor or its Affiliates with respect to any Products, raw materials, interest rates or currency exchanges including without limitation, any forward sale and/or purchase contracts, spot-deferred contracts, option contracts, speculative purchases and sales of forward, futures and option contracts, both on and off commodity exchanges. Such Trading Activities, and the profits and losses generated thereby, shall be taken into account in the calculation of royalties due to Royalty Holder, in connection with the determination of price, the date of sale, or the date any royalty payment is due.

1.21 "Transfer" shall mean any sale, grant, assignment, conveyance, encumbrance, pledge, hypothecation, abandonment or other transfer.

2 COMPUTATION AND PAYMENT OF NET SMELTER RETURN ROYALTY

2.1 **Computation.** To compute the Net Smelter Return Royalty, the Grantor shall multiply the Net Revenue (shown as positive balance on the Royalty Account) by the Royalty Percentage in each case for the immediately preceding calendar quarter.

2.2 No Net Smelter Return Royalty shall be paid hereunder until the cumulative total of Revenue (shown as credits on the Royalty Account) exceeds the cumulative total of Allowed Deductions (shown as debits on the Royalty Account) calculated from the effective date of signing of this Agreement.

2.3 Payments.

2.3.1. Grantor's rights to the Net Smelter Return Royalty shall commence from the date following the delivery by the Grantor to the Royalty Holder of a notice indicating commencement of Commercial Production.

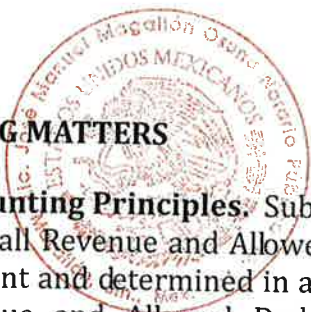
2.3.2. Upon Grantor's determination that Net Smelter Return Royalty payments are due and owing under this Schedule, the Grantor shall pay to the Royalty Holder a payment equal to the Net Smelter Return Royalty computed under Section 2.1 within 45 days after the end of the calendar quarter for which such computation is made, and shall deliver with such payment a copy of the calculations used in connection with such payment. Any overpayments or underpayments shall be corrected in the next calendar quarter following determination of such adjustment.

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Alexandria
Luisiano C. Sotillo

COTEJADO

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3 ACCOUNTING MATTERS

3.1 **Accounting Principles.** Subject to the provisions of applicable Mexican tax laws, all Revenue and Allowed Deductions shall be recorded on the Royalty Account and determined in accordance with IFRS as applied by the Grantor. Revenue and Allowed Deductions shall be determined by the accrual method.

4 AUDITS

4.1 **Audit.** The Royalty Holder shall have, upon written prior notice to Grantor, the right to have an independent firm of certified public accountants audit the records that relate to the calculation of the Net Smelter Return Royalty within two (2) months after receipt of a payment under Section 2.3.2. hereof. Any calculation not so audited shall be deemed final and shall not thereafter be subject to audit or challenge.

4.2 **Disputes.** The Royalty Holder shall be deemed to have waived any right it may have had to object to a payment made for any calendar quarter, unless it provides notice in writing of such objection within 2 months after receipt of final payment for the calendar quarter.

5 GENERAL

5.1 **Records.** Grantor shall keep accurate records of tonnage, volume and analyses of Products, weight, moisture, assays of payable metal content and other records, as appropriate, related to the computation of Net Smelter Return Royalty hereunder.

5.2 **Operations.** The Grantor and its Affiliates shall be entitled to (i) make all operational decisions with respect to the methods and extent of mining and processing of Products mined or derived from the Property (for example, without limitation, the decision to process by heap leaching rather than conventional milling), (ii) make all decisions related to sales of such Products, and (iii) make all decisions concerning temporary or long-term cessation of operations.

5.3 **Interest.** Nothing contained in the Agreement to which this Schedule is attached and made part hereof, shall be construed as conferring upon the Royalty Holder any right to or beneficial interest in the Property. The right to receive the Net Smelter Return Royalty from the Grantor as and when due shall be and shall be deemed to be a contractual right only. Furthermore, the right to receive such Net Smelter Return Royalty as and when due shall not be deemed to constitute the Grantor the partner, agent or legal representative of the Royalty Holder or to create any fiduciary relationship between them for any purpose whatsoever.

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Alexandra Cordero
COTEJADO

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5.4 **Right to Inspect.** The Royalty Holder or its authorized representative on not less than 30 days' notice to the Grantor, may enter upon all surface and subsurface portions of the Property for the purpose of inspecting the Property, all improvements thereto and operations thereon, and may inspect and copy all records and data pertaining to the computation of its interest, including without limitation such records and data which are maintained electronically. The Royalty Holder or its authorized representative shall enter the Property at the Royalty Holder's own risk and may not unreasonably hinder operations on or pertaining to the Property. The Royalty Holder shall indemnify and hold harmless the Grantor and its Affiliates (including without limitation direct and indirect parent companies), and its or their respective directors, officers, shareholders, employees, agents and attorneys, from and against any Liabilities which may be imposed upon, asserted against or incurred by any of them by reason of injury to the Royalty Holder or any of its agents or representatives caused by the Royalty Holder's exercise of its rights herein.

5.5 **Notices.**

All notices, payments and other required communications (herein "Notices") permitted or required hereunder shall be in writing, and shall be addressed to the respective domiciles of the Grantor and the Royalty Holder in the form and as set out in the Agreement to which this Schedule is attached.

5.6 **Confidentiality.**

5.6.1 Except as provided in Section 5.6.2, all information and data provided to the Royalty Holder under the terms of this Schedule shall not be disclosed by the Royalty Holder to any third Party or the public without the prior written consent of the Grantor, which consent shall not be unreasonably withheld.

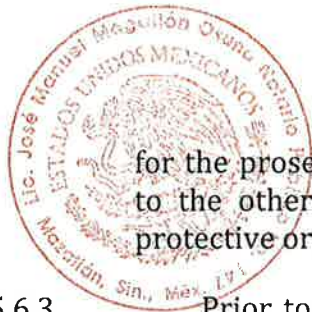
5.6.2 The consent required by Section 5.6.1 shall not apply to a disclosure:

5.6.2.1 To an Affiliate or representative that has a bona fide need to be informed (but subject to the obligations of confidentiality herein);

5.6.2.2 To a governmental agency or to the public which the disclosing Affiliate believes in good faith is required by applicable Law or the rules of any stock exchange;

5.6.2.3 Made in connection with litigation or arbitration involving a Party where such disclosure is required by the applicable tribunal or is, on the advice of counsel for such Party, necessary

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Alejandrina
Luisana CUSTALLO
COTEJADO



for the prosecution of the case, but subject to prior notification to the other Party to enable such Party to seek appropriate protective orders.

5.6.3 Prior to any disclosure described in Subsections 5.6.2 (a), (b) or (c) above, such third Party shall first agree to protect the confidential information from further disclosure to the same extent as the Parties are obligated under this Section 5.6.

Notwithstanding anything contained in this Agreement to the contrary, a Party shall not disclose pursuant to this Agreement any geological, engineering or other data to any third Party without disclosing the existence and nature of any disclaimers which accompany such data and the requirements of applicable law or regulation or rules of the applicable stock exchange for public reporting, as the case may be.

5.7 **Commingling.** The Grantor shall have the right to commingle ore, concentrates, minerals and other material mined and removed from the Mining Concession from which Products are to be produced, with ore, concentrates, minerals and other material mined and removed from other lands and Property; provided, however, that the Grantor shall calculate from representative samples the average grade thereof and other measures as are appropriate, and shall weigh (or calculate by volume) the material before commingling. In obtaining representative samples, calculating the average grade of the ore and average recovery percentages, the Grantor may use any procedures accepted in the mining and metallurgical industry which it believes suitable for the type of mining and processing activity being conducted and, in the absence of fraud, its choice of such procedures shall be final and binding on the Royalty Holder. In addition, comparable procedures may be used by the Grantor to apportion among the commingled materials all penalty and other charges and deductions, if any, imposed by the smelter, refiner, or purchaser of such material.

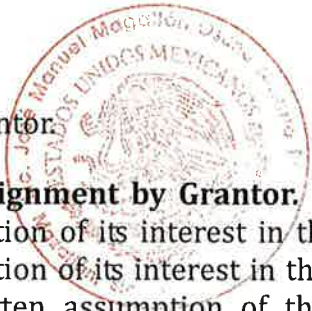
5.8 **Change in Ownership of Right to Net Smelter Return Royalty.** No change or division in the ownership of the Net Smelter Return Royalty, however accomplished, shall enlarge the obligations or diminish the rights of Grantor. Royalty Holder covenants that any change in ownership of the Net Smelter Return Royalty shall be accomplished in such a manner that Grantor shall be required to make payments and give notice to no more than one Person, and upon breach of this covenant, Grantor and its Affiliates may retain all payments otherwise due in escrow until the breach has been cured. No change or division in the ownership of the Net Smelter Return Royalty shall be binding on Grantor until a certified copy of the recorded instrument evidencing the change or division in ownership has been received by

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Alexandria
Luisana C-S-116

COTEJADO

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Grantor:

5.9 **Assignment by Grantor.** Grantor shall be entitled to Transfer all or any portion of its interest in the Property. If the Grantor Transfers all or any portion of its interest in the Property, upon obtaining from the transferee a written assumption of the obligations of the Grantor pursuant to this Schedule with respect to the interest so Transferred, the Grantor shall thereupon be relieved of all liability for payment of royalties under this Schedule for any royalties that may thereafter arise with respect to such transferred interest.

AUXICO RESOURCES, S.A. DE C. V.

PIERRE RENÉ GAUTHIER

SIGNED BEFORE ME, at Montreal, Province of Quebec, CANADA, by Mr. Pierre Gauthier, on this Seventeenth day of July, Two thousand and thirteen (2013).

Mtre. Georges A. Brosseau, Notary

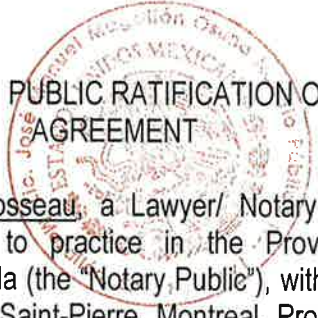
Georges A. Brosseau
Notaire • Notary

119 Saint-Pierre
Montréal, Québec
H2Y 2L6

Notaire dans et pour la
Province de Québec.
Ma commission est à vie.
Notary Public in and for
the Province of Quebec.
My commission is for life.

Alexandra
COTEJADO

NOTARY PUBLIC RATIFICATION OF AGREEMENT



I, Georges Brosseau, a Lawyer/ Notary Public, duly licensed to practice in the Province of Quebec, Canada (the "Notary Public"), with offices located at 119 Saint-Pierre, Montreal, Province of Quebec, Canada, make oath and say that personally appeared before me Mr. Pierre René Gauthier acting in his capacity as president of the Board of Directors and general legal representative of Auxico Resources, S.A. de C.V.

El Sr. Pierre René Gauthier declares that he wishes to ratify in my presence, in the name and representation of Auxico Resources, S.A. de C.V. the **Assignment of Mining Concessions Agreement** signed on July 15, 2013 between Auxico Resources, S.A. de C.V., acting as the Assignee and Felipe Jesus Ortega Garcia and Miguel de Jesus Ortega Garcia, acting as the Assignors, which is annexed to this instrument in the English and Spanish versions.

To verify the authority of Mr. Pierre René Gauthier to act in the name and representation of Auxico Resources, S.A. de C.V. he delivered for examination to me, the Notary Public, a copy of a copy of public deed of incorporation no. 13,448 volume L, book 1 dated August 5, 2011 authorized by Mr. Guilebaldo Flores Tirado, notary public no. 118 for the State of Sinaloa, Mexico, in which it appears the incorporation of Auxico Resources, S.A. de C.V: and that Mr. Pierre René Gauthier was appointed and consented to act a as director and president, and was granted the authority to sign this Notary Public Ratification of Agreement in the name and representation of Auxico Resources, S.A. de C.V.

I, the herein named Notary Public, based on the information presented to me and my belief, affirm that I personally know Mr. Pierre René Gauthier, who declares his particulars to be as follows: Pierre René Gauthier, a citizen of Canada, having an address at 7D-6150 Av. Du Boisé, Montreal,

RATIFICACION NOTARIAL DE CONTRATO

Yo, Georges Brosseau, Abogado / Notario Público debidamente acreditado y autorizado para actuar como tal en la Provincia de Quebec, Canadá, con oficinas ubicadas en 119 Saint-Pierre, Montreal, Provincia de Quebec, Canadá, hago juramento y doy fe de que compareció personalmente ante el Sr. Pierre René Gauthier actuando en su carácter de presidente del consejo de administración y apoderado general de Auxico Resources, S.A. de C.V.

El Señor Pierre René Gauthier manifiesta que desea ratificar notarialmente en mi presencia, en nombre y representación de Auxico Resources, S.A. de C.V., el **Contrato de Cesión Onerosa de Titularidad de Concesiones Mineras** firmado el 15 de julio de 2013 entre Auxico Resources, S.A. de C.V., actuando como la Cesionaria, y los Sres. Felipe Jesus Ortega Garcia y Miguel de Jesus Ortega Garcia, actuando como Cedentes, el cual en sus versiones en los idiomas inglés y español se anexa al presente instrumento.

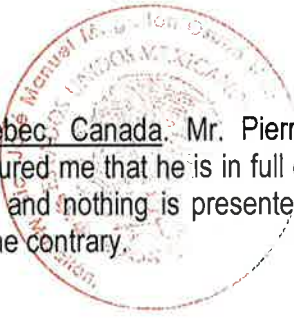
Para verificar la autoridad del Señor Pierre René Gauthier para actuar en nombre y representación de Auxico Resources, S.A. de C.V. dicho compareciente me entregó para ser examinados por mi, el Notario Público, una copia de la Escritura Pública número 13,448, Volumen L, Libro 1 pasada ante la Fe del Lic. Guilebaldo Flores Tirado, notario publico número 118 en el Estado de Sinaloa, con fecha del 5 de agosto de 2011 en la cual consta la constitución de Auxico Resources, S.A. de C.V. y que el Sr. Pierre René Gauthier fue nombrado y consintió actuar como presidente del consejo de administración y se le otorgó la autoridad legal suficiente para firmar la presente Ratificación Notarial de Contrato en nombre y representación de Auxico Resources, S.A. de C.V.

Yo, el Notario Público, basado en la información presentada ante Mí y en mi juicio, declaro que conozco personalmente al Señor Pierre René Gauthier quien declara sus generales las siguientes: Pierre René Gauthier, ciudadano de

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COMTEJADO
Handwritten signature in red ink: Alejandro...

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Province of Quebec, Canada. Mr. Pierre René Gauthier has assured me that he is in full exercise of his civil rights and nothing is presented to me which indicates the contrary.

Mr. Pierre René Gauthier, having been duly sworn does hereby, in my presence, duly ratify, in the name and representation of Auxico Resources, S.A. de C.V., the contents and his signature affixed to the **Assignment of Mining Concessions Agreement** signed on July 15, 2013 between Auxico Resources, S.A. de C.V., acting as the Assignee and Felipe Jesus Ortega Garcia and Miguel de Jesus Ortega Garcia, acting as the Assignors, which is annexed to this instrument in the English and Spanish versions.

This Notary Public Ratification is signed and approved in the English and Spanish languages. In the event of discrepancy between the two versions, the English version shall prevail. The appearing party acknowledges to having obtained legal advice and to having read and understood (through his appointed interpreter and legal counsel) the legal effects and validity of this instrument and the Assignment of Mining Concessions Rights Agreement referred to above, in the Spanish and English versions.

I, the authorizing Notary Public, hereby witness that after I fully read the annexed instrument to Mr. Pierre René Gauthier, said person approved it in all and each of its parts, ratified it without change and signed it in my presence and I do hereby certify and attest to all of the foregoing.

Canadá, con domicilio en 7D-6150 Av. Du Boisé, Montreal, Provincia de Quebec, Canadá. El Señor Pierre René Gauthier me ha asegurado que se encuentra en pleno ejercicios de sus derechos civiles y no se me ha presentado nada que indique lo contrario.

El Sr. Pierre René Gauthier, habiendo debidamente prestado juramento en el presente acto, en mi presencia, ratifica debidamente, en nombre y en representación de Auxico Resources, S.A. de C.V. el contenido y sus firmas que aparecen en el **Contrato de Cesión Onerosa de Titularidad de Concesiones Mineras** firmado el 15 de julio de 2013 entre Auxico Resources, S.A. de C.V., actuando como la Cesionaria, y los Sres. Felipe Jesus Ortega Garcia y Miguel de Jesus Ortega Garcia, actuando como Cedentes, el cual en sus versiones en los idiomas inglés y español se anexa al presente instrumento.

La presente Ratificación Notarial de Contrato se firma y aprueba en los idiomas español e inglés. En caso de discrepancia entre las dos versiones, la versión en inglés prevalecerá. El compareciente reconoce haber obtenido la suficiente asesoría legal y haber leído y entendido (a través de su intérprete y asesor legal) los efectos legales y validez del presente instrumento y del Contrato de Cesión Onerosa de Titularidad de Concesiones Mineras referido anteriormente, en las versiones español e inglés.

Yo, el Notario Público autorizante, por medio del presente doy testimonio de que después de leer el documento adjunto al Sr. Pierre René Gauthier, dicha persona lo aprobó en todas y cada una de sus partes, lo ratificó sin cambios y lo firmó en mi presencia y Yo por medio del presente certifico y doy fe de la veracidad de todo lo anterior.

Alejandra
Zurcano Castillo

COTEJADO



EXECUTIONS / EJECUCION:
OFFICER CERTIFICATION:
CERTIFICACION DEL FUNCIONARIO

Execution Date / Fecha de Ejecución

Lawyer / Notary Public Signature
Firma del Abogado / Notario Público

Y	M	D
2013	07	17

Auxico Resources, S.A. de C.V.

Notary Public in and for the Province of Quebec

Mr. Pierre René Gauthier
President of its Board of Directors

Un Fedatario Público para la Columbia Británica / Notario Público para la Provincia de la Columbia Británica

Name / Nombre: Georges Brosseau

Notaire dans et pour la Province de Québec.
Ma commission est à vie.
Notary Public in and for the Province of Quebec.
My commission is for life.

Address / Domicilio: 119 Saint-Pierre, Montreal, Province of Quebec H2Y 2L6, Canada

OFFICER CERTIFICATION / CERTIFICACION DE FUNCIONARIO:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized to take affidavits for use in the Province of Quebec, Canada.

Su firma constituye una manifestación de que usted es un abogado, notario público u otra persona autorizada para dar fe pública para uso en la Provincia de Quebec, Canadá.

COTEJADO



ESTADOS UNIDOS MEXICANOS
CONSULADO GRAL. DE MEXICO
MONTREAL, CANADA
SELLO

NO. DE ORDEN:	MON/815/13
DERECHOS EN MONEDA LOCAL:	39.00
DERECHOS EN DÓLARES:	36.00

F153

SERVICIO EXTERIOR MEXICANO

EL(LA) SUSCRITO(A) HEENRY CRISTOPER VALDIVIA SANDOVAL, CÓNSUL DE MÉXICO EN MONTREAL, QUEBEC, CANADÁ, CERTIFICA QUE EL(LA) FIRMA DE DANIELLE GAGLIARDI, SECRETARIA DE LA CAMARA DE NOTARIOS DE QUEBEC PUESTO(A) EN EL(LA) CERTIFICACION DE FIRMA ADJUNTO(A), EXPEDIDO(A) POR EL(LA) GEORGES A. BROSEAU, NOTARIO PUBLICO DE QUEBEC, A FAVOR DE PIERRE RENÉ GAUTHIER, PRESIDENTE DEL CONSEJO DE ADMINISTRACION DE AUXICO RESOURCES, S.A. DE C.V., COINCIDE CON EL QUE SE TIENE REGISTRADO(A) EN ESTA OFICINA.---

LUGAR	FECHA		
MONTREAL, QUEBEC, CANADÁ	18	JULIO	2013

NOTA: ESTA LEGALIZACIÓN NO PREJUZGA DE LA VALIDEZ DEL CONTENIDO DEL DOCUMENTO ANEXO.

FIRMA DIGITAL:

Cargo: CÓNsul | Firmante: HEENRY CRISTOPER VALDIVIA SANDOVAL | No. Secuencia: 62388 | Fecha: 2013-07-18 16:48:15 | No. Serie: 00001000000202707158 | Datos
 estampillados: 76B9E5487AE31D7B563FD7D19A4FA6836422CC1D | Cadena de firma: 43 b6 1e 4a 86 b4 d3 03 1b 1e 3b 1a a1 48 e2 4e cb 2f 43 7d 85 7c 66 c0 a1 43 5a 16 42 a7 7f bc 95 a9 5f bc 79 9f 9f c2 df 6e 9d 8d b3 89 90 3a d8 3a 47 b5 0e 01 47 f0 88 ae 19 77 d0 cc 48 88 b3 c0 04 22 67 b5 04 a7 8f b3 49 c7 5d 74 10 63 87 16 e9 1d 13 45 94 c2 2c 83 e4 d4 c8 c5 71 d5 90 3e f2 1f 64 47 c3 6c a3 aa 19 d2 41 65 b1 bf 7e c4 c6 2a 44 ff eb 0e 05 b6 15 7e d7 05 07 72

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F-153 LEGALIZACION DE FIRMAS Y/O SELLOS

SRE

SECRETARIA DE RELACIONES EXTERIORES

SECRETARIA DE RELACIONES EXTERIORES

SRE



----- El suscrito Licenciado **JOSE MANUEL MAGALLON OSUNA**, Notario Público en el Estado número **147 (Ciento cuarenta y siete)**, con ejercicio en esta Municipalidad y residencia en esta Ciudad, **C E R T I F I C A**: Que los Señores **FELIPE DE JESUS ORTEGA GARCIA**, **ALEJANDRINA LUVIANO CASTILO** y **MIGUEL DE JESUS ORTEGA GARCIA**, reconocieron y ratificaron el contenido y firmas que aparece en el presente documento, constante en (41) cuarenta y una hojas útiles, cuyas firmas me dicen que son las que usan en todos sus actos formales, y a quienes y cuya capacidad legal **DOY FE** conocer, los cuales por sus generales me manifestaron ser: el señor **FELIPE DE JESUS ORTEGA GARCIA**, mexicano, casado, originario de México, Distrito Federal, y vecino de esta Ciudad, con domicilio en calle Autogestión número doscientos setenta y nueve, Fraccionamiento Puesta del Sol, nacido el siete de Julio de mil novecientos setenta y cinco, y de ocupación, Ingeniero Geólogo. Se identificó con Credencial de Elector con fotografía número 2672078850215, folio número 0000089691512, clave de elector número ORGRFL56021799H101, expedida por el Instituto Federal Electoral. La señora **ALEJANDRINA LUVIANO CASTILLO**, mexicana, casada, originaria de Huetamo, Michoacán y vecina de esta Ciudad, con el mismo domicilio que el anterior, nacida el siete de Julio de mil novecientos setenta y cinco, y de ocupación, ama de casa. Se identificó con Credencial de Elector con fotografía número 2672063261590, folio número 0000082012176, clave de elector número LVCSAL75070716M200, y el señor **MIGUEL DE JESUS ORTEGA GARCIA**, mexicano, soltero, originario de México, Distrito Federal, y vecino de Iztapalapa, Distrito Federal, con domicilio en

calle Sagu número ciento cuarenta, Colonia Granjas Esmeralda,
nacido el trece de Enero de mil novecientos setenta y uno, y
de ocupación, Administrador de Empresas. Se identificó con
Credencial de Elector con fotografía número 2345011138053,
folio número 0000028632623, clave de elector número
ORGRMG71011309H200. Documentos que doy fe de haber tenido a
la vista leído y devueltos a sus interesados por manifestar
necesitarlos para otros usos.- **DOY FE.**-----

----- Mazatlán Sinaloa, México, el día **dos** de **Agosto** de **Dos**
mil trece.- **DOY FE.**-----


LIC. JOSE MANUEL MAGALLON OSUNA
NOTARIO PÚBLICO No. 147





**INSTITUTO FEDERAL ELECTORAL
REGISTRO FEDERAL DE ELECTORES
CREDENCIAL PARA VOTAR**

NOMBRE
ORTEGA
GARCIA
MIGUEL DE JESUS
DOMICILIO
C SAGU 140
COL GRAN JAS ESMERALDA 09810
IZTAPALAPA, D.F.

EDAD 41
SEXO H



FOLIO 0000028832623 AÑO DE REGISTRO 1997 03
CLAVE DE ELECTOR ORGRMG71011308H223
CURP OEGM710113HDFRRG00
ESTADO 09 MUNICIPIO 007
LOCALIDAD 0001 SECCION 2345
EMERGENCIA: 2012 VIGENCIA-HASTA 2022

FIRMA



ESTE DOCUMENTO ES INTRANSFERIBLE
NO ES VÁLIDO SI PRESENTA TIRAS,
QUILAS O EMENDADURAS

[Signature]
TOMASO JACOBO MOLINA
SECRETARIO EJECUTIVO DEL
INSTITUTO FEDERAL ELECTORAL



[Handwritten signature]

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ESTE DOCUMENTO ES INTRANSFERIBLE
NO ES VÁLIDO SI PRESENTA TIRAS,
QUILAS O EMENDADURAS

[Signature]
TOMASO JACOBO MOLINA
SECRETARIO EJECUTIVO DEL
INSTITUTO FEDERAL ELECTORAL



[Handwritten signature]

[Faint, illegible text]



**INSTITUTO FEDERAL ELECTORAL
REGISTRO FEDERAL DE ELECTORES
CREDENCIAL PARA VOTAR**

NOMBRE
ORTEGA
GARCIA
FELIPE JESUS
DOMICILIO
C AUTOGESTION 279
FRACC PUESTA DEL SOL 82124
MAZATLAN, SIN.

EDAD 45
SEXO H



FOLIO 0000086691512 AÑO DE REGISTRO 1994 03
CLAVE DE ELECTOR ORGRFL66021709H101
CURP OEGF660217HDFRRL02
ESTADO 25 MUNICIPIO 012
LOCALIDAD 0001 SECCION 2672
EMERGENCIA: 2011 VIGENCIA-HASTA 2021

FIRMA



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QUILAS O EMENDADURAS

[Signature]
MANUEL LOPEZ BERRIAL
SECRETARIO EJECUTIVO DEL
INSTITUTO FEDERAL ELECTORAL



[Handwritten signature]

[Faint, illegible text]



**INSTITUTO FEDERAL ELECTORAL
REGISTRO FEDERAL DE ELECTORES
CREDENCIAL PARA VOTAR**

NOMBRE
LUVIANO
CASTILLO
ALEJANDRINA
DOMICILIO
C AUTOGESTION 279
FRACC PUESTA DEL SOL 82129
MAZATLAN, SIN.

EDAD 31
SEXO M



FOLIO 0010082012176 AÑO DE REGISTRO 1997 03
CLAVE DE ELECTOR LVCSAL75070716M200
ESTADO 25 DISTRITO
MUNICIPIO 012 LOCALIDAD 0001 SECCION 2672

06/15/09

09	10	11	12	13	14	15	16	07	08
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[Handwritten signature]

Alejandrina Luviano Castillo

El C. LICENCIADO JOSE MANUEL MAGALLON OSUNA, Notario Público No. 147 en el Estado con Ejercicio y Residencia en Mazatlán, Sinaloa CERTIFICA: Que el presente documento concuerda fielmente con su original, que tiene a la vista en Ciudad hojas, mil(es) al que me remito, mismo que previo cotejo regreso a su tenedor para su uso y resguardo. - DOY FE. Mazatlán, Sin., 02 de Agosto de 2013

LIC. JOSE MANUEL MAGALLON OSUNA
NOTARIO PUBLICO No. 147



APPENDIX 5
Nexxtrade Letter

MK METAL TRADING MEXICO S.A. de C.V.

VICTOR ANDRES BELAUNDE 181, OFICINA 602

SAN ISIDRO
LIMA, PERU
TEL: 215-0300

Montreal, October 16, 2015

PIERRE GAUTHER

President

AUXICO RESOURCES CANADA
230 Rue Notre Dame West,
Montreal, Quebec, H2Y 1T3

Dear Pierre,

As you know MK Metal Trading Mexico S.A. de C.V. (Nexstrade) is involved in the trading of non ferrous metals and precious metals concentrates on a world-wide basis and specifically we have been conducting business in Mexico for over 15 years. We have a warehouse facility located in the city of Manzanillo in the state of Colima.

We wish to confirm that we would be most interested in purchasing the silver/gold concentrates from the Zamora mine on the following conditions:

1. Quality and quantity is suitable for smelting process.
2. The direct shipping crushed ore and the concentrates must be below 100 Mesh sized in order to allow us to make adequate sampling or evaluation of the crushed ore for quality and moisture determination.
3. We normally pay our clients between 5-8 days subsequent to obtaining quality analysis from sampling done in our warehouse in Manzanillo.
4. Once we have established the prove file of your crushed ore or concentrates as well as the quantities that can be supplied from your mine, MK Metal Trading Mexico S.A de C.V. will be most interested in establishing a long term purchase agreement with your company.

Pierre please do not hesitate to call me if any questions,

Best regards,



Juan Carlos Orbezo

Commercial Director

MK Group

APPENDIX 6
Photographic Plates



Campanillas

Auxico Resources Inc.

Project Name
Zamora Silver Property
43-101 Technical Report

Entrance to the Campanillas Portal
before it was cleared out to gain access

Date of Issue
January 2, 2017

Campanillas



Auxico Resources Inc.

Project Name
Zamora Silver Property
43-101 Technical Report

Entrance to the Campanillas Portal
Using a front end loader to muck out
the rocks in front of the Portal

Date of Issue
January 2, 2017



Campanillas

Auxico Resources Inc.	Project Name Zamora Silver Property 43-101 Technical Report	Mucking out the Portal	Date of Issue January 2, 2017 Figure
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Campanillas

Auxico Resources Inc.	Project Name Zamora Silver Property 43-101 Technical Report	Mucking out the Portal	Date of Issue January 2, 2017 Figure
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Campanillas

Auxico Resources Inc.	Project Name Zamora Silver Property 43-101 Technical Report	Pillar represented by a Quartz Vein hosted within a Volcanic Breccia	Date of Issue January 2, 2017 Figure
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Campanillas

Auxico Resources Inc.	Project Name Zamora Silver Property 43-101 Technical Report	Close up of previous photo showing Highly mineralized Quartz Vein and Volcanic Breccia/Stockwork in the hanging wall	Date of Issue January 2, 2017 Figure
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Campanillas

Auxico Resources Inc.	Project Name Zamora Silver Property 43-101 Technical Report	Main Portal mucked out	Date of Issue January 2, 2017 Figure
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La Franca

*Not part of the Zamora Silver Property
Lies within the Campanillas Lot*

Auxico Resources Inc.	Project Name Zamora Silver Property 43-101 Technical Report	La Franca Adit, first level is above the water table	Date of Issue January 2, 2017 Figure
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La Franca

Intense
stockwork

Brecciated
Fragments

*Not part of the Zamora Silver Property
Lies within the Campanillas Lot*

Auxico Resources Inc.

Project Name
Zamora Silver Property
43-101 Technical Report

High-Grade sample yielded
1.72 kg/t Ag, 12.96 g/t Au. Stockwork in the
wallrock. Entire wall within the stope is
mineralized and displays a stockwork

Date of Issue
January 2, 2017
Figure



La Franca

SGS Sample No.
B00127720
1.72 kg/t Ag
12.96 g/t Au

*Not part of the Zamora Silver Property
but lies within ~80m of the Campanillas
Lot boundary line*

<p>Auxico Resources Inc.</p>	<p>Project Name Zamora Silver Property 43-101 Technical Report</p>	<p>High-Grade sample yielded 1.7 kg/t Ag, 12.96 g/t Au Stockwork in the wallrock</p>	<p>Date of Issue January 2, 2017 Figure</p>
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La Camichina
Headframe

Auxico Resources Inc.	Project Name Zamora Silver Property 43-101 Technical Report	La Camichina Headframe at the Zamora Mine	Date of Issue January 2, 2017 Figure
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Los Olotes Portal

Auxico Resources Inc.	Project Name Zamora Silver Property 43-101 Technical Report	Los Olotes Decline, caved in after About 5m	Date of Issue January 2, 2017 Figure
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Workings between La Franca and Campanillas. Several workings including raises, trenches, pits, Adits can be observed in the field For approximately 625m between the two mines.

Auxico Resources Inc.	Project Name Zamora Silver Property 43-101 Technical Report	Ventilation Raise	Date of Issue January 2, 2017 Figure
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Workings between La Franca
and Campanillas

Auxico Resources Inc.	Project Name Zamora Silver Property 43-101 Technical Report	Decline	Date of Issue January 2, 2017 Figure
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Workings between La Franca
and Campanillas

Auxico Resources Inc.	Project Name Zamora Silver Property 43-101 Technical Report	Open cut	Date of Issue January 2, 2017 Figure
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Workings between La Franca
and Campanillas

Auxico Resources Inc.	Project Name Zamora Silver Property 43-101 Technical Report	Decline	Date of Issue January 2, 2017 Figure
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Workings between La Franca and Campanillas

Auxico Resources Inc.	Project Name Zamora Silver Property 43-101 Technical Report	Blasted material from a trench	Date of Issue January 2, 2017 Figure
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Workings between La Franca
and Campanillas

Auxico Resources Inc.	Project Name Zamora Silver Property 43-101 Technical Report	Blasted material from a trench	Date of Issue January 2, 2017 Figure
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Jarillas Mine, July 22, 2014

Auxico Resources Inc.	Project Name Zamora Silver Property 43-101 Technical Report		Date of Issue January 2, 2017 Figure
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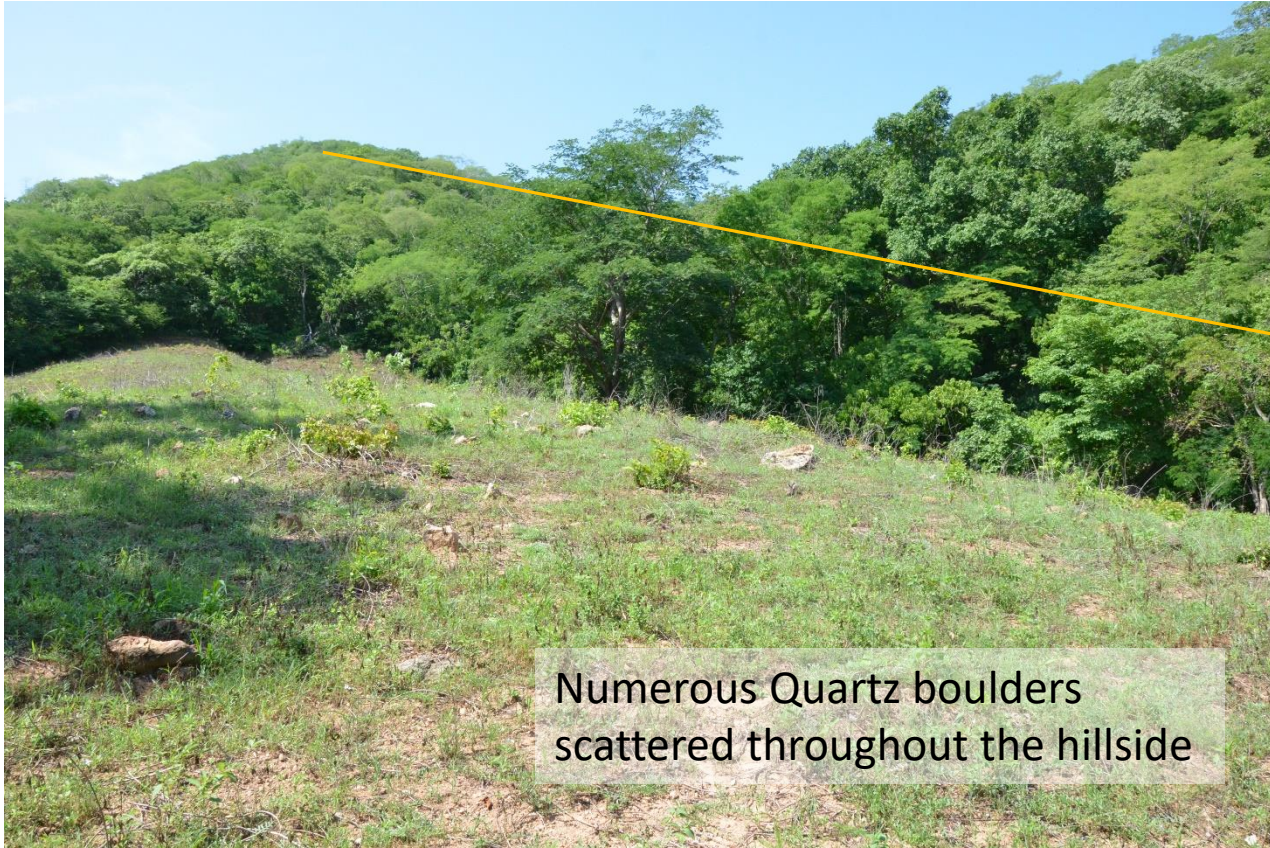
Jarillas Mine, July 22, 2014

Auxico Resources Inc.	Project Name Zamora Silver Property 43-101 Technical Report	Portal	Date of Issue January 2, 2017 Figure
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Chico Pico, July 22, 2014

Auxico Resources Inc.	Project Name Zamora Silver Property 43-101 Technical Report	Angular Quartz Boulders scattered all over the side of the mountain at Chico Pico	Date of Issue January 2, 2017 Figure
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Chico Pico, July 22, 2014

Chico Pico

Numerous Quartz boulders scattered throughout the hillside

Auxico Resources Inc.	Project Name Zamora Silver Property 43-101 Technical Report	Side of the hill at Chico Pico Showing several Quartz Boulders	Date of Issue January 2, 2017 Figure
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Chico Pico, July 22, 2014

SGS Sample No. B00127748
429 g/t Ag
0.12 g/t Au

Auxico Resources Inc.	Project Name Zamora Silver Property 43-101 Technical Report	Mineralized Quartz-Vein material	Date of Issue January 2, 2017 Figure
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Chico Pico, July 22, 2014

Auxico Resources Inc.	Project Name Zamora Silver Property 43-101 Technical Report	Trench	Date of Issue January 2, 2017 Figure
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Chico Pico, July 22, 2014

Auxico Resources Inc.	Project Name Zamora Silver Property 43-101 Technical Report	Trench	Date of Issue January 2, 2017 Figure
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Campanillas, July 27, 2014

Auxico Resources Inc.	Project Name Zamora Silver Property 43-101 Technical Report	Vocanic Centre north of Campanillas	Date of Issue January 2, 2017 Figure
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Nazareno, June 27, 2014

Auxico Resources Inc.	Project Name Zamora Silver Property 43-101 Technical Report	Adit	Date of Issue January 2, 2017 Figure
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Nazareno, June 27, 2014

Auxico Resources Inc.	Project Name Zamora Silver Property 43-101 Technical Report	Grab Sample	Date of Issue January 2, 2017 Figure
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Campanillas, June 27, 2014

Auxico Resources Inc.

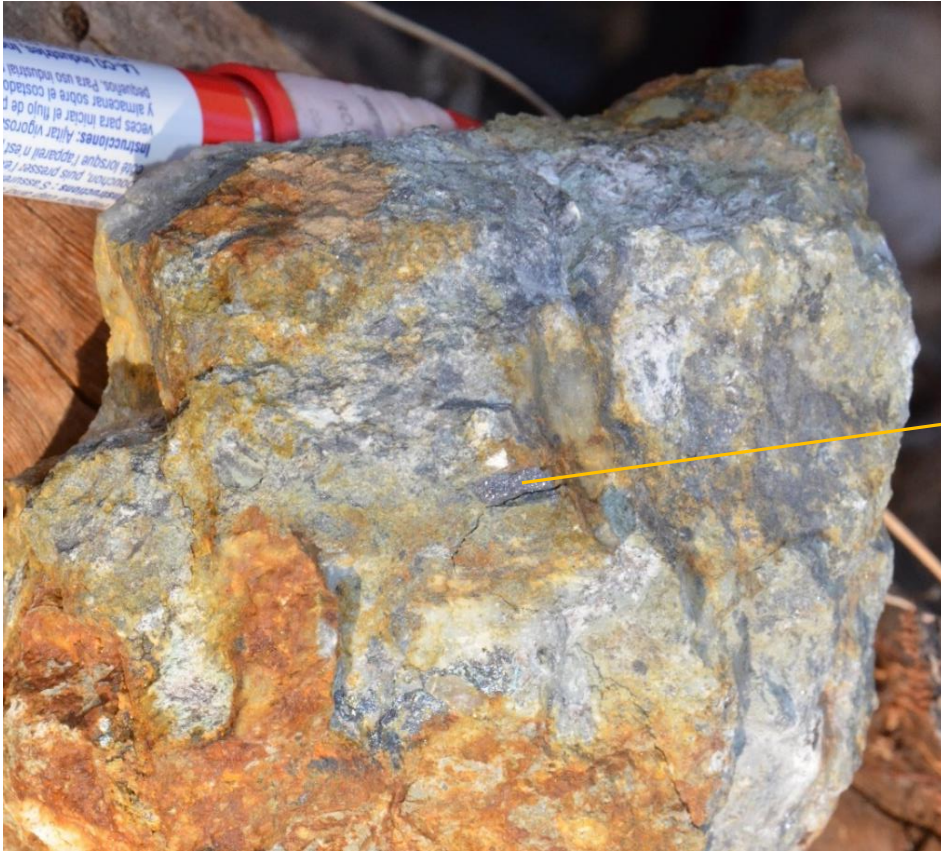
Project Name
Zamora Silver Property
43-101 Technical Report

Date of Issue
January 2, 2017
Figure



Campanillas, June 27, 2014

<p>Auxico Resources Inc.</p>	<p>Project Name Zamora Silver Property 43-101 Technical Report</p>		<p>Date of Issue January 2, 2017 Figure</p>
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Campanillas

Silver
Sulphides

Auxico Resources Inc.	Project Name Zamora Silver Property 43-101 Technical Report	High-grade sample of Volcanic Breccia from the stockpile 14.4 kg/t Ag, 19.5 g/t Au	Date of Issue January 2, 2017 Figure
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APPENDIX 7

Mobile Plant Cost & Specs

DAIWO MINING MACHINERY

Quotation of 200tpd Gold Processing Plant

Shanghai Daiwo Machinery Technology Co.,Ltd

Tel:+86-15138669318

Fax:+86-21-50676923

www.daiwominig.com

Email:juan@daiwominig.com



Qt No.	DW161220	Date	Dec. 20/2016
Att	Joel Scodnick	Country	Canada
Tel	+1 (705) 562-2938	Email	joelscodnick@gmail.com

Price for 200tpd gold processing plant

No.	Item	Model	Power (Kw)	Qty (set)	Unit price (FOB Shanghai)	Total price (FOB Shanghai)
1	Belt Conveyor	B500*8m	3	1	1,600	1,600
2	Fine Crusher	PCX8040	37	1	10,100	10,100
3	Belt Conveyor	B500*12m	3	1	2,400	2,400
4	Hopper			1	Built in worksite	
5	Electro-magnetic feeder	GZ-2	0.15	1	1,310	1,310
6	Ball Mill	φ1830*3600	110	1	57,650	57,650
7	Balls	14ton		1	15,400	15,400
8	Agitating vessel	XB2000	4	1	4,400	4,400
9	Slurry pump	40ZJA-I-A19	2.2	1	2,000	2,000
10	Hydrocyclone	FX350		1	2,500	2,500
11	Flotation machine	SF-1.2	5.5*16+ 1.1	16	2,200	35,200
12	Flotation machine	SF-0.7	3*4+1.1	4	1,580	6,320
13	Knelson Concentrator	STL60	4	1	17,000	17,000

14	Shaking table	6s	1.1	1	1,550	1,550
15	Electric control cabinet		267	1	20	5,340
16	Generator(500kw)			1	59,701	59,701
17	Mobile frame/truck			3	33,000	99,000
Total FOB Shanghai Price					321,471	
Ocean Freight					32,086	
Total CIF Mazatlan Port Price					353,557	



Technical Parameters :

No.	Equipment Name	Model	Detailed parameter	Product Picture
1	Belt Conveyor	B500	1.Width:500mm 2.Length:8/12m 3.Motor:3kw	
2	Fine crusher	PCX8040	1.Feeding size:80mm 2.Discharging size:3mm 3.Capacity:15-25t/h 4.Motor:37kw	



3	Electro-magnetic feeder	GZ-2	<ol style="list-style-type: none"> 1.Feeding size:50mm 2.Motor:0.15kw 3.Capacity:10-14t/h 	
4	Ball Mill	φ1830*3600	<ol style="list-style-type: none"> 1.Diameter:1830mm 2.Length:3600mm 3.Feeding size:<25mm 4.Capacity:10-14t/h 	
5	Agitating vessel	XB2000	<ol style="list-style-type: none"> 1.Diameter:2000mm 2.Height:2000mm 3.Motor:4kw 4.Effective volume:5.46m² 5.Diameter of impeller:550mm 6.Rotary speed of impeller:230r/m 	
6	Slurry pump	40ZJA-I-A19	<ol style="list-style-type: none"> 1.Rotary speed:1430r/min 2.Flow capacity:17m³ 3.Head:12.8m 4.Motor:2.2kw 	
7	Hydrocyclone	FX350	<ol style="list-style-type: none"> 1.Diameter:350mm 2.Max feeding size:6mm 3.Feeding pressure:0.04-0.3Mpa 4.Processing capacity:60-100m³/h 	



	Flotation machine	SF-1.2/SF-0.7	<ol style="list-style-type: none"> 1. Tank volume: 1.2m³ / 0.7m³ 2. Impeller diameter: 450mm/350mm 3. Impeller speed : 312r/min 400r/min 4. Capacity : 0.6-1.2m³ /min 0.3-1m³ /min 5. Main power : 5.5kw/3kw 6. Weight : 1.4t/tank 0.9t/tank 	 <p>上海戴沃机械 SHANGHAI DAIWO MACHINERY</p>
8	Knelson Concentrator	STL60	<ol style="list-style-type: none"> 1. Feeding size: 0-6mm 2. Capacity: 10-12t/h 3. Motor: 4kw 4. Feed density: 0-50% 	
9	Shaking table	6s	<ol style="list-style-type: none"> 1. Motor: 1.1kw 2. Beneficiation area: 7.6m² 3. Feeding capacity: 10-20t/h 4. Distance: 11-16mm 5. Frequency: 48-53 6. Max feeding size: 0.5mm 	

Workshop:





上海戴沃机械科技有限公司
Shanghai Daiwo Machinery Technology Co., LTD







上海戴沃机械科技有限公司
Shanghai Daiwo Machinery Technology Co., LTD



Commercial terms:

1.Payment:30% of the total amount should be paid by T/T as deposit ,70% balance will be paid by T/T or L/C before delivery.

2.Delivery: 20 working days after receiving the advance payment.

3.Packing: The products would be through rusty and moist protection before delivery; the small parts are packed into wooden crates; the big parts are wrapped by plastic sheeting.

4.Installation: If required,we will send the engineer to guide your workers to install and test the machine ; the buyer should prepare the materials and tools needed,and offer necessary assistance.The actual expenses includes accommodation, traveling fee of the engineer,and insurance also should be paid by the buyer. Every engineer should be paid 80 USD per day.

5.Warranty: 100% brand new when leaving the factory. The seller guarantee the quality of the machine(excluding wearing parts) for a period of one year from the date of trial run finish.

6.Period of validity: This quotation is available in 30 days since issued.

7.Bank Details:

Beneficiary: Shanghai Daiwo Machinery Technology Co.,Ltd.

Bank name: AGRICULTURAL BANK OF CHINA, SHANGHAI BRANCH

Bank Address:No.599 XUJIAHUI ROAD, SHANGHAI, CHINA

Account: 09-742114040003917

SWIFT code: ABOCCNBJ090

APPENDIX 8

Title Opinion



July 14, 2016

Auxico Resources Inc.
230 Rue Notre Dame O,
Montreal, QC Canada H2Y 1T3
Attention: Board of Directors

Dear Sirs / Mesdames:

Re: Title Opinion, Zamora Property

We are Mexican counsel for Auxico Resources Inc. and Auxico Resources, S.A. de C.V. (collectively, the "Company").

We refer to the request from the Company regarding an opinion in accordance with Mexican law (the "Opinion") in respect of the existence, compliance with imposed legal obligations, legal standing of, and title to the "*Mineral de Zamora*" (t.225182), "*Campanillas*" (t. 224618), "*Chio*" (t. 227400), "*Gaby*" (t. 227399) and "*San Felipe*" (t. 224654) mining concessions comprising the Zamora Property situated in the Municipality of Elota, State of Sinaloa, Mexico (the "Property").

As described here-below, Auxico Resources, S.A. de C.V. is the holder of 100% undivided title in and to the Property.

Subject Laws. The Opinion is limited to the laws of Mexico applicable therein (collectively, the "Applicable Laws") as at the date hereof.

In issuing the Opinion we examined the records of the Mines Recorder Office of the Federal Directorate of Mining Regulations of the Secretariat of the Economy of Mexico (the "Mines Recorder Office") which, in accordance with the Mining Act of Mexico and its Regulations (the "Act" and the "Regulations", respectively), is the authority established under Mexican law for the issue, recordation and maintenance of mining concessions situated in México.

We advise that, unless expressly stated otherwise, the following has not been verified and is not within the scope of the Opinion:

- (a) The geographical location of the Property (such verification may only be made by a land surveyor licensed under the Act);

- (b) In respect of Assessment Works Reports and Statistical Reports filed in connection with the Property, the realization of the activities and the incurring of the expenses reported therein;
- (c) Charges or Third Party Interests not recorded at the Mines Recorder Office as of the date of the Opinion,
- (d) Applications submitted to the Mines Recorder Office for which no determination has been rendered as at the date of the Opinion.

For purposes of the Opinion:

- (a) "Legal Description" means the lot name, legal standing, title number, registered owner(s), title recordation, location, term of validity and extension of the perimeter of the Property, as recorded at the Mines Recorder Office;
- (b) "Charges and Third Party Interests" means any (i) charges, encumbrances, liens or third party interests, and (ii) agreements, recorded at the Mines Recorder Office in connection with the Property;
- (c) "Section 27 Obligations" means the following obligations under Section 27 of the Act which satisfaction is required to maintain the Property in good standing: (a) execution and reporting of mandatory assessment work ("Assessment Works Reports"), (b) payment of mining duties ("Mining Duties") and (c) filing of statistical technical reports ("Statistical Reports");
- (d) "Administrative and Judicial Proceedings" means any recorded (a) administrative proceedings initiated by the Mines Recorder Office ("Administrative Proceedings") or (b) third party claims filed by the request of a judicial authority ("Judicial Proceedings"), which may result in the cancellation, nullification or suspension of the Property.

THE PROPERTY

Lot Name: MINERAL DE ZAMORA

A. Legal Description:

Title Number:	225182
Legal Status:	Active
Registered Owner(s):	Miguel de Jesús Ortega García (25%), Felipe de Jesús Ortega García (25%) and Auxico Resources, S.A. de C.V. (50%)
	<u>(SEE NOTE 1)</u>
Title Recordation:	Book: Mining Concessions,

<p>Location: Term: Extension of Perimeter:</p>	<p>Registration: 242, Page: 121, Volume: 351 Elota, Sinaloa, Mexico From July 27, 2005 to July 26, 2055 2998.8051 hectares.</p>
<p>B. <u>Charges and Third Party Interests:</u> None recorded.</p>	
<p>C. <u>Unrecorded Charges and Third Party Interests:</u> 2% Ortega NSR (<i>SEE NOTE 1</i>)</p>	
<p>D. <u>Section 27 Obligations:</u></p>	
<p>Assessment Works Reports: Mining Duties: Statistical Reports:</p>	<p>In compliance through 2015. Filing of 2016 Assessment Works Report due by May 31, 2017. In compliance through December 31, 2016. In compliance through 2015 (2016 Statistical Reports due by January 31, 2017).</p>
<p>E. <u>Administrative and Judicial Proceedings:</u></p>	
<p>Administrative Proceedings: Judicial Proceedings:</p>	<p>None recorded. None recorded.</p>

Lot Name: CAMPANILLAS

A. Legal Description:

<p>Title Number: Legal Status: Registered Owner(s):</p>	<p>224618 Active Miguel de Jesús Ortega García (25%), Felipe de Jesús Ortega García (25%) and Auxico Resources, S.A. de C.V. (50%) <i>(SEE NOTE 1)</i></p>
<p>Title Recordation:</p>	<p>Book: Mining Concessions, Registration:38, Page: 19, Volume: 350</p>
<p>Location: Term:</p>	<p>Elota, Sinaloa, Mexico From May 24, 2005 to May 23, 2055</p>

- Extension of Perimeter: 105.6427hectares.
- B. Charges and Third Party Interests: None recorded.
- C. Unrecorded Charges and Third Party Interests: 2% Ortega NSR (**SEE NOTE 1**)
- D. Section 27 Obligations:
- Assessment Works Reports: In compliance through 2015. Filing of 2016 Assessment Works Report due by May 31, 2017.
- Mining Duties: In compliance through December 31, 2016.
- Statistical Reports: In compliance through 2015 (2016 Statistical Reports due by January 31, 2017).
- E. Administrative and Judicial Proceedings:
- Administrative Proceedings: None recorded.
- Judicial Proceedings: None recorded.
-

Lot Name: CHIO

- A. Legal Description:
- Title Number: 227400
- Legal Status: Active
- Registered Owner(s): Miguel de Jesús Ortega García (25%), Felipe de Jesús Ortega García (25%) and Auxico Resources, S.A. de C.V. (50%)
(SEE NOTE 1)
- Title Recordation: Book: Mining Concessions, Registration: 300, Page: 150, Volume: 357
- Location: Elota, Sinaloa, Mexico
- Term: From June 14, 2006 to June 13, 2056
- Extension of Perimeter: 92.1787 hectares.
- B. Charges and Third Party Interests: None recorded.
- C. Unrecorded Charges and Third Party Interests: 2% Ortega NSR (**SEE NOTE 1**)

D. Section 27 Obligations:

Assessment Works Reports:	In compliance through 2015. Filing of 2016 Assessment Works Report due by May 31, 2017.
Mining Duties:	In compliance through December 31, 2016.
Statistical Reports:	In compliance through 2015 (2016 Statistical Reports due by January 31, 2017).

E. Administrative and Judicial Proceedings:

Administrative Proceedings:	None recorded.
Judicial Proceedings:	None recorded.

Lot Name: GABY

A. Legal Description:

Title Number:	227399
Legal Status:	Active
Registered Owner(s):	Miguel de Jesús Ortega García (25%), Felipe de Jesús Ortega García (25%) and Auxico Resources, S.A. de C.V. (50%) <u>(SEE NOTE 1)</u>
Title Recordation:	Book: Mining Concessions, Registration:299, Page: 150, Volume: 357
Location:	Elota, Sinaloa, Mexico
Term:	From June 14, 2006 to June 13, 2056
Extension of Perimeter:	80.0000hectares.

B. Charges and Third Party Interests: None recorded.

C. Unrecorded Charges and Third Party Interests: 2% Ortega NSR ***(SEE NOTE 1)***

D. Section 27 Obligations:

Assessment Works Reports:	In compliance through 2015. Filing of 2016 Assessment Works Report due by May 31, 2017.
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Mining Duties: In compliance through December 31, 2016).
Statistical Reports: In compliance through 2015 (2016 Statistical Reports due by January 31, 2017).

E. Administrative and Judicial Proceedings:

Administrative Proceedings: None recorded.
Judicial Proceedings: None recorded.

Lot Name: SAN FELIPE

A. Legal Description:

Title Number: 224654
Legal Status: Active
Registered Owner(s): Miguel de Jesús Ortega García (25%), Felipe de Jesús Ortega García (25%) and Auxico Resources, S.A. de C.V. (50%)
(SEE NOTE 1)
Title Recordation: Book: Mining Concessions, Registration: 74, Page: 37
Volume: 350
Location: Elota, Sinaloa, Mexico
Term: From May 25, 2005 to May 24, 2055
Extension of Perimeter: 100.0000 hectares.

B. Charges and Third Party Interests: None recorded.

C. Unrecorded Charges and Third Party Interests: 2% Ortega NSR **(SEE NOTE 1)**

D. Section 27 Obligations:

Assessment Works Reports: In compliance through 2015. Filing of 2016 Assessment Works Report due by May 31, 2017.
Mining Duties: In compliance through December 31, 2016.
Statistical Reports: In compliance through 2015 (2016 Statistical Reports due by January 31, 2017).

E. Administrative and Judicial Proceedings:

Administrative Proceedings:

None recorded.

Judicial Proceedings:

None recorded.

NOTES

NOTE 1:

- A. On August 31, 2011, Felipe Jesús Ortega García and Miguel de Jesús Ortega García (acting as the "Assignors") and Auxico Resources, S.A. de C.V. (acting as the "Assignee") signed an Assignment of Mining Concessions Agreement (the "50% Assignment") for the transfer of 50% undivided title to the Property on payment of \$5,000 Mexican pesos plus \$264,247 Mexican pesos of outstanding mining duties (PAID). The 50% Assignment was registered at the Mines Recorder Office on June 26, 2012.
- B. On July 17, 2013, Felipe Jesús Ortega García and Miguel de Jesús Ortega García (acting as the "Assignors") and Auxico Resources, S.A. de C.V. (acting as the "Assignee") signed an Assignment of Mining Concessions Agreement for the transfer of the remaining 50% undivided title to the Property (for a total of 100% title) (the "100% Assignment") on payment of US \$232,000 (PAID) plus 2% Net Smelter Return Royalty (the "2% Ortega NSR") with an option to buy-back 1% of NSR on payment of US \$500,000. The 100% Assignment was filed for registration at the Mines Recorder Office on August 16, 2013. To approve registration of the 100% Assignment, the Mines Recorder Office requested that (a) a duly appointed representative of the Assignee ratify his signature before a notary public and that the legal existence of the company and authority of its representative are included by the notary public in deed of ratification, and (b) outstanding mining duties on the Property are paid in full. In respect of (a), the Company has instructed the writer to proceed forthwith with appointment of special representative to ratify the 100% Assignment in order to satisfy the registration requirements of the Mines Recorder Office; in respect of (b), the Company has made payment in full of all outstanding mining duties on the Property.

OPINION

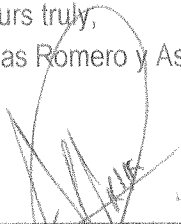
Subject to and based on the foregoing, it is our opinion that:

1. Each and all of the mining concessions comprising the Property is:
 - (a) Active,
 - (b) Validly issued and recorded,
 - (c) In full compliance with Section 27 Obligations,
 - (d) Free and clear of Charges and Third Party Interests, except for the 2% Ortega NSR, and
 - (e) Free and clear of Administrative Proceedings and Judicial Proceedings.
2. By virtue of the 50% Assignment and the 100% Assignment, Auxico Resources, S.A. de C.V. is the holder of 100% undivided title to each and all of the mining concessions comprising the Property.
3. Each of the 50% Assignment and the 100% Assignment has been duly executed and constitutes valid, binding and enforceable obligations to the parties thereto in accordance with its terms.
4. Registration at the Mines Recorder Office of the 50% Assignment and the 100% Assignment is for third-party publicity.

The Opinion is provided solely for the benefit of the Company and not for the benefit of any other person. It shall not be quoted, in whole or in part or otherwise referred to or used for any other purposes without our written consent.

We trust the Opinion has been responsive to your request. Should you have any further questions or comments, please contact our office.

Yours truly,
Urias Romero y Asociados, S. C.



Per: Abraham Urias
Lawyer (Mexico)

APPENDIX 9

Tax Reports



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Recibo Bancario de Pago de Contribuciones, Productos y Aprovechamientos Federales

BANCO MERCANTIL DEL NORTE S.A.
Institución de Banca Múltiple Grupo Financiero
Banorte

R.F.C.	ARE1108055F9
Denominación o Razón Social:	AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago:	27/06/2016 17:32 hrs
No. de Operación:	403276859716
Llave de pago:	D600902867
Total efectivamente pagado:	\$ 10,392
Dependencia:	10 Secretaría de Economía

Por el concepto siguiente:

Derechos, Productos y Aprovechamientos	
Clave de referencia del DPA:	104001386
Cadena de la dependencia:	10101386224618
Periodo y Ejercicio:	2º Julio-Diciembre 2014
Importe:	7,758
Parte actualizada:	416
Recargos:	2,218
Cantidad pagada:	10,392

Cuenta:	0438512913
Confirmación:	PAGADO
Folio:	P4173232820
Secuencia:	P4173232820
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Fecha Captura:	27/06/2016 17:15:32 p.m.
Usuario Ejecutó:	felipe palacios
Fecha Ejecución:	27/06/2016 17:32
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Fecha Autorización 1:	
Autorizó 2:	
Fecha Autorización 2:	
Autorizó 3:	
Fecha Autorización 3:	
AutExcepción 1:	
Fecha AutExcepción 1:	
AutExcepción 2:	
Fecha AutExcepción 2:	



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**Recibo Bancario de Pago de Contribuciones,
Productos y
Aprovechamientos Federales**BANCO MERCANTIL DEL NORTE S.A.
Institución de Banca Múltiple Grupo Financiero
Banorte

R.F.C.	ARE1108055F9
Denominación o Razón Social:	AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago:	27/06/2016 17:32 hrs
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Llave de pago:	D600902867
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Dependencia:	10 Secretaría de Economía

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Operación realizada a través de los equipos de computo que procesan las peticiones de la Banca por Internet y que se ubican en la ciudad de México, D.F.

Para el caso de aclaración respecto a la operación celebrada, se podrá acudir a la Unidad Especializada de Atención a Aclaraciones de la Institución, según corresponda al lugar de celebración de la operación, o solicitarla a través de los siguientes teléfonos, en un lapso no mayor a 90 días naturales a partir de la fecha señalada en el presente comprobante:

México D.F. (55) 5140 5600 - Monterrey (81) 8156 9600 ? Guadalajara (33) 3669 9000 - Resto del país 01 800 226 6783



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Recibo Bancario de Pago de Contribuciones, Productos y Aprovechamientos Federales

BANCO MERCANTIL DEL NORTE S.A.
Institución de Banca Múltiple Grupo Financiero
Banorte

R.F.C.	ARE1108055F9
Denominación o Razón Social:	AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago:	27/06/2016 17:54 hrs
No. de Operación:	403276884416
Llave de pago:	4634102268
Total efectivamente pagado:	\$ 9,067
Dependencia:	10 Secretaría de Economía

Por el concepto siguiente:

Derechos, Productos y Aprovechamientos	
Clave de referencia del DPA:	104001386
Cadena de la dependencia:	10101386227400
Periodo y Ejercicio:	2° Julio-Diciembre 2014
Importe:	6,770
Parte actualizada:	363
Recargos:	1,934
Cantidad pagada:	9,067

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Secuencia:	P2175440306
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Usuario Ejecutó:	felipe palacios
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Fecha Autorización 1:	
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Fecha Autorización 2:	
Autorizó 3:	
Fecha Autorización 3:	
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Fecha AutExcepción 1:	
AutExcepción 2:	
Fecha AutExcepción 2:	



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Productos y
Aprovechamientos Federales**BANCO MERCANTIL DEL NORTE S.A.
Institución de Banca Múltiple Grupo Financiero
Banorte

R.F.C.	ARE1108055F9
Denominación o Razón Social:	AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago:	27/06/2016 17:54 hrs
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Total efectivamente pagado:	\$ 9,067
Dependencia:	10 Secretaría de Economía

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Operación realizada a través de los equipos de computo que procesan las peticiones de la Banca por Internet y que se ubican en la ciudad de México, D.F.

Para el caso de aclaración respecto a la operación celebrada, se podrá acudir a la Unidad Especializada de Atención a Aclaraciones de la Institución, según corresponda al lugar de celebración de la operación, o solicitarla a través de los siguientes teléfonos, en un lapso no mayor a 90 días naturales a partir de la fecha señalada en el presente comprobante:

México D.F. (55) 5140 5600 - Monterrey (81) 8156 9600 ? Guadalajara (33) 3669 9000 - Resto del país 01 800 226 6783



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Aprovechamientos Federales**BANCO MERCANTIL DEL NORTE S.A.
Institución de Banca Múltiple Grupo Financiero
Banorte

R.F.C. ARE1108055F9
Denominación o Razón Social: AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago: 27/06/2016 15:54 hrs
No. de Operación: 403276707416
Llave de pago: D356538E67
Total efectivamente pagado: \$ 7,869
Dependencia: 10 Secretaría de Economía

Por el concepto siguiente:

Derechos, Productos y Aprovechamientos

Clave de referencia del DPA: 104001386
Cadena de la dependencia: 10101386227399
Periodo y Ejercicio: 2º Julio-Diciembre 2014
Importe: 5,875
Parte actualizada: 315
Recargos: 1,679
Cantidad pagada: 7,869

Cuenta: 0438512913
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Fecha Ejecución: 27/06/2016 15:54
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Fecha Autorización 2:
Autorizó 3:
Fecha Autorización 3:
AutExcepción 1:
Fecha AutExcepción 1:
AutExcepción 2:
Fecha AutExcepción 2:



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R.F.C.	ARE1108055F9
Denominación o Razón Social:	AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago:	27/06/2016 15:54 hrs
No. de Operación:	403276707416
Llave de pago:	D356538E67
Total efectivamente pagado:	\$ 7,869
Dependencia:	10 Secretaría de Economía

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Operación realizada a través de los equipos de computo que procesan las peticiones de la Banca por Internet y que se ubican en la ciudad de México, D.F.

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R.F.C.	ARE1108055F9
Denominación o Razón Social:	AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago:	27/06/2016 17:08 hrs
No. de Operación:	403276827516
Llave de pago:	1DE2290B60
Total efectivamente pagado:	\$ 294,980
Dependencia:	10 Secretaría de Economía

Por el concepto siguiente:

Derechos, Productos y Aprovechamientos	
Clave de referencia del DPA:	104001386
Cadena de la dependencia:	10101386225182
Periodo y Ejercicio:	2º Julio-Diciembre 2014
Importe:	220,232
Parte actualizada:	11,816
Recargos:	62,932
Cantidad pagada:	294,980

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Fecha AutExcepción 2:	



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Recibo Bancario de Pago de Contribuciones, Productos y Aprovechamientos Federales

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R.F.C.	ARE1108055F9
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Llave de pago:	1DE2290B60
Total efectivamente pagado:	\$ 294,980
Dependencia:	10 Secretaría de Economía

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Operación realizada a través de los equipos de computo que procesan las peticiones de la Banca por Internet y que se ubican en la ciudad de México, D.F.

Para el caso de aclaración respecto a la operación celebrada, se podrá acudir a la Unidad Especializada de Atención a Aclaraciones de la Institución, según corresponda al lugar de celebración de la operación, o solicitarla a través de los siguientes teléfonos, en un lapso no mayor a 90 días naturales a partir de la fecha señalada en el presente comprobante:

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Recibo Bancario de Pago de Contribuciones, Productos y Aprovechamientos Federales

BANCO MERCANTIL DEL NORTE S.A.
Institución de Banca Múltiple Grupo Financiero
Banorte

R.F.C.	ARE1108055F9
Denominación o Razón Social:	AUXICO RESOURCES SA DE CV
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Total efectivamente pagado:	\$ 9,837
Dependencia:	10 Secretaría de Economía

Por el concepto siguiente:

Derechos, Productos y Aprovechamientos	
Clave de referencia del DPA:	104001386
Cadena de la dependencia:	10101386224654
Periodo y Ejercicio:	2° Julio-Diciembre 2014
Importe:	7,344
Parte actualizada:	394
Recargos:	2,099
Cantidad pagada:	9,837

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Fecha AutExcepción 2:	



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**Recibo Bancario de Pago de Contribuciones,
Productos y
Aprovechamientos Federales**BANCO MERCANTIL DEL NORTE S.A.
Institución de Banca Múltiple Grupo Financiero
Banorte

R.F.C.	ARE1108055F9
Denominación o Razón Social:	AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago:	27/06/2016 18:07 hrs
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Dependencia:	10 Secretaría de Economía

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Operación realizada a través de los equipos de computo que procesan las peticiones de la Banca por Internet y que se ubican en la ciudad de México, D.F.

Para el caso de aclaración respecto a la operación celebrada, se podrá acudir a la Unidad Especializada de Atención a Aclaraciones de la Institución, según corresponda al lugar de celebración de la operación, o solicitarla a través de los siguientes teléfonos, en un lapso no mayor a 90 días naturales a partir de la fecha señalada en el presente comprobante:

México D.F. (55) 5140 5600 - Monterrey (81) 8156 9600 ? Guadalajara (33) 3669 9000 - Resto del país 01 800 226 6783



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Recibo Bancario de Pago de Contribuciones, Productos y Aprovechamientos Federales

BANCO MERCANTIL DEL NORTE S.A.
Institución de Banca Múltiple Grupo Financiero
Banorte

R.F.C.	ARE1108055F9
Denominación o Razón Social:	AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago:	27/06/2016 17:32 hrs
No. de Operación:	403276859616
Llave de pago:	4EC783F061
Total efectivamente pagado:	\$ 18,244
Dependencia:	10 Secretaría de Economía

Por el concepto siguiente:

Derechos, Productos y Aprovechamientos

Clave de referencia del DPA:	104001386
Cadena de la dependencia:	10101386224618
Periodo y Ejercicio:	1° Enero-Junio 2015
Importe:	14,814
Parte actualizada:	346
Recargos:	3,084
Cantidad pagada:	18,244

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Fecha AutExcepción 2:	



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Recibo Bancario de Pago de Contribuciones, Productos y Aprovechamientos Federales

BANCO MERCANTIL DEL NORTE S.A.
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Banorte

R.F.C.	ARE1108055F9
Denominación o Razón Social:	AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago:	27/06/2016 17:32 hrs
No. de Operación:	403276859616
Llave de pago:	4EC783F061
Total efectivamente pagado:	\$ 18,244
Dependencia:	10 Secretaría de Economía

Cadena Original

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Sello Digital

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Operación realizada a través de los equipos de computo que procesan las peticiones de la Banca por Internet y que se ubican en la ciudad de México, D.F.

Para el caso de aclaración respecto a la operación celebrada, se podrá acudir a la Unidad Especializada de Atención a Aclaraciones de la Institución, según corresponda al lugar de celebración de la operación, o solicitarla a través de los siguientes teléfonos, en un lapso no mayor a 90 días naturales a partir de la fecha señalada en el presente comprobante:

México D.F. (55) 5140 5600 - Monterrey (81) 8156 9600 ? Guadalajara (33) 3669 9000 - Resto del país 01 800 226 6783



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Aprovechamientos Federales**BANCO MERCANTIL DEL NORTE S.A.
Institución de Banca Múltiple Grupo Financiero
Banorte

R.F.C. ARE1108055F9
Denominación o Razón Social: AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago: 27/06/2016 17:54 hrs
No. de Operación: 403276884316
Llave de pago: 4AF3082162
Total efectivamente pagado: \$ 9,046
Dependencia: 10 Secretaría de Economía

Por el concepto siguiente:

Derechos, Productos y Aprovechamientos

Clave de referencia del DPA: 104001386
Cadena de la dependencia: 10101386227400
Periodo y Ejercicio: 1º Enero-Junio 2015
Importe: 7,345
Parte actualizada: 172
Recargos: 1,529
Cantidad pagada: 9,046

Cuenta: 0438512913
Confirmación: PAGADO
Folio: AC175441455
Secuencia: AC175441455
Usuario Capturó: felipe palacios
Fecha Captura: 27/06/2016 17:47:16 p.m.
Usuario Ejecutó: felipe palacios
Fecha Ejecución: 27/06/2016 17:54
Autorizó 1:
Fecha Autorización 1:
Autorizó 2:
Fecha Autorización 2:
Autorizó 3:
Fecha Autorización 3:
AutExcepción 1:
Fecha AutExcepción 1:
AutExcepción 2:
Fecha AutExcepción 2:



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Banorte

R.F.C.	ARE1108055F9
Denominación o Razón Social:	AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago:	27/06/2016 17:54 hrs
No. de Operación:	403276884316
Llave de pago:	4AF3082162
Total efectivamente pagado:	\$ 9,046
Dependencia:	10 Secretaría de Economía

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706=1529|14708=9046|14720=9046|14733=104001386|147
34=10101386227400|30003=000001000007000163572||**Sello Digital**||ddphodB2ELzjYWJHjvrdGVWpy90cRq6K01EHps0NYwp58ife
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dWk9AHLHhp7vMASpcahuzgzAjCTB/Y4PluupfXJgF5VVJA9ryt
ooV8eXPqSbqTpvPEyplE3UQ=||

Operación realizada a través de los equipos de computo que procesan las peticiones de la Banca por Internet y que se ubican en la ciudad de México, D.F.

Para el caso de aclaración respecto a la operación celebrada, se podrá acudir a la Unidad Especializada de Atención a Aclaraciones de la Institución, según corresponda al lugar de celebración de la operación, o solicitarla a través de los siguientes teléfonos, en un lapso no mayor a 90 días naturales a partir de la fecha señalada en el presente comprobante:

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Banorte

R.F.C. ARE1108055F9
Denominación o Razón Social: AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago: 27/06/2016 16:51 hrs
No. de Operación: 403276803116
Llave de pago: EF321B7A66
Total efectivamente pagado: \$ 7,850
Dependencia: 10 Secretaría de Economía

Por el concepto siguiente:

Derechos, Productos y Aprovechamientos

Clave de referencia del DPA: 104001386
Cadena de la dependencia: 10101386227399
Periodo y Ejercicio: 1º Enero-Junio 2015
Importe: 6,374
Parte actualizada: 149
Recargos: 1,327
Cantidad pagada: 7,850

Cuenta: 0438512913
Confirmación: PAGADO
Folio: P1165170385
Secuencia: P1165170385
Usuario Capturó: felipe palacios
Fecha Captura: 27/06/2016 16:41:22 p.m.
Usuario Ejecutó: felipe palacios
Fecha Ejecución: 27/06/2016 16:51
Autorizó 1:
Fecha Autorización 1:
Autorizó 2:
Fecha Autorización 2:
Autorizó 3:
Fecha Autorización 3:
AutExcepción 1:
Fecha AutExcepción 1:
AutExcepción 2:
Fecha AutExcepción 2:



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R.F.C.	ARE1108055F9
Denominación o Razón Social:	AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago:	27/06/2016 16:51 hrs
No. de Operación:	403276803116
Llave de pago:	EF321B7A66
Total efectivamente pagado:	\$ 7,850
Dependencia:	10 Secretaría de Economía

Cadena Original||10001=ARE1108055F9|10017=7850|20001=40072|20002=
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1B7A66|14702=20|14727=2015|14704=6374|14705=149|14
706=1327|14708=7850|14720=7850|14733=104001386|147
34=10101386227399|30003=000001000007000163572||**Sello Digital**||av6GnDxypP4Ml6Luvxw8ddzxnPF292q0tR7KRJmV0VoeDOwJ
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B9B1CFBJ7QWRRebsCvI2UTed/siIGoJjT/BDq2ytJoW2yRfJJP
b1udrx29egPZtuIO3puZkvU=||

Operación realizada a través de los equipos de computo que procesan las peticiones de la Banca por Internet y que se ubican en la ciudad de México, D.F.

Para el caso de aclaración respecto a la operación celebrada, se podrá acudir a la Unidad Especializada de Atención a Aclaraciones de la Institución, según corresponda al lugar de celebración de la operación, o solicitarla a través de los siguientes teléfonos, en un lapso no mayor a 90 días naturales a partir de la fecha señalada en el presente comprobante:

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R.F.C. ARE1108055F9
Denominación o Razón Social: AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago: 27/06/2016 17:08 hrs
No. de Operación: 403276827416
Llave de pago: 4414428461
Total efectivamente pagado: \$ 294,263
Dependencia: 10 Secretaría de Economía

Por el concepto siguiente:

Derechos, Productos y Aprovechamientos

Clave de referencia del DPA: 104001386
Cadena de la dependencia: 10101386225182
Periodo y Ejercicio: 1º Enero-Junio 2015
Importe: 238,945
Parte actualizada: 5,581
Recargos: 49,737
Cantidad pagada: 294,263

Cuenta: 0438512913
Confirmación: PAGADO
Folio: AC170894281
Secuencia: AC170894281
Usuario Capturó: felipe palacios
Fecha Captura: 27/06/2016 17:00:40 p.m.
Usuario Ejecutó: felipe palacios
Fecha Ejecución: 27/06/2016 17:08
Autorizó 1:
Fecha Autorización 1:
Autorizó 2:
Fecha Autorización 2:
Autorizó 3:
Fecha Autorización 3:
AutExcepción 1:
Fecha AutExcepción 1:
AutExcepción 2:
Fecha AutExcepción 2:



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R.F.C.	ARE1108055F9
Denominación o Razón Social:	AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago:	27/06/2016 17:08 hrs
No. de Operación:	403276827416
Llave de pago:	4414428461
Total efectivamente pagado:	\$ 294,263
Dependencia:	10 Secretaría de Economía

Cadena Original

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Sello Digital

||Wy58qQH2WTxU6f4dZB+tJ2q8TWBmXMEIMsjmZrQ8eICxganV
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Operación realizada a través de los equipos de computo que procesan las peticiones de la Banca por Internet y que se ubican en la ciudad de México, D.F.

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R.F.C.	ARE1108055F9
Denominación o Razón Social:	AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago:	27/06/2016 18:07 hrs
No. de Operación:	403276897516
Llave de pago:	6DE8416268
Total efectivamente pagado:	\$ 17,270
Dependencia:	10 Secretaría de Economía

Por el concepto siguiente:

Derechos, Productos y Aprovechamientos

Clave de referencia del DPA:	104001386
Cadena de la dependencia:	10101386224654
Periodo y Ejercicio:	1º Enero-Junio 2015
Importe:	14,023
Parte actualizada:	328
Recargos:	2,919
Cantidad pagada:	17,270

Cuenta:	0438512913
Confirmación:	PAGADO
Folio:	AB180763461
Secuencia:	AB180763461
Usuario Capturó:	felipe palacios
Fecha Captura:	27/06/2016 18:00:17 p.m.
Usuario Ejecutó:	felipe palacios
Fecha Ejecución:	27/06/2016 18:07
Autorizó 1:	
Fecha Autorización 1:	
Autorizó 2:	
Fecha Autorización 2:	
Autorizó 3:	
Fecha Autorización 3:	
AutExcepción 1:	
Fecha AutExcepción 1:	
AutExcepción 2:	
Fecha AutExcepción 2:	



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Recibo Bancario de Pago de Contribuciones, Productos y Aprovechamientos Federales

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R.F.C.	ARE1108055F9
Denominación o Razón Social:	AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago:	27/06/2016 18:07 hrs
No. de Operación:	403276897516
Llave de pago:	6DE8416268
Total efectivamente pagado:	\$ 17,270
Dependencia:	10 Secretaría de Economía

Cadena Original

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14706=2919|14708=17270|14720=17270|14733=104001386
|14734=10101386224654|30003=000001000007000163572|
|
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Sello Digital

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64oTTVYwqMXWozuUYhKzv4k=||
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Operación realizada a través de los equipos de computo que procesan las peticiones de la Banca por Internet y que se ubican en la ciudad de México, D.F.

Para el caso de aclaración respecto a la operación celebrada, se podrá acudir a la Unidad Especializada de Atención a Aclaraciones de la Institución, según corresponda al lugar de celebración de la operación, o solicitarla a través de los siguientes teléfonos, en un lapso no mayor a 90 días naturales a partir de la fecha señalada en el presente comprobante:

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R.F.C.	ARE1108055F9
Denominación o Razón Social:	AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago:	27/06/2016 17:32 hrs
No. de Operación:	403276859516
Llave de pago:	6734EA1A60
Total efectivamente pagado:	\$ 17,231
Dependencia:	10 Secretaría de Economía

Por el concepto siguiente:

Derechos, Productos y Aprovechamientos

Clave de referencia del DPA:	104001386
Cadena de la dependencia:	10101386224618
Periodo y Ejercicio:	2º Julio-Diciembre 2015
Importe:	14,814
Parte actualizada:	359
Recargos:	2,058
Cantidad pagada:	17,231

Cuenta:	0438512913
Confirmación:	PAGADO
Folio:	P4173232815
Secuencia:	P4173232815
Usuario Capturó:	felipe palacios
Fecha Captura:	27/06/2016 17:20:27 p.m.
Usuario Ejecutó:	felipe palacios
Fecha Ejecución:	27/06/2016 17:32
Autorizó 1:	
Fecha Autorización 1:	
Autorizó 2:	
Fecha Autorización 2:	
Autorizó 3:	
Fecha Autorización 3:	
AutExcepción 1:	
Fecha AutExcepción 1:	
AutExcepción 2:	
Fecha AutExcepción 2:	



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R.F.C.	ARE1108055F9
Denominación o Razón Social:	AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago:	27/06/2016 17:32 hrs
No. de Operación:	403276859516
Llave de pago:	6734EA1A60
Total efectivamente pagado:	\$ 17,231
Dependencia:	10 Secretaría de Economía

Cadena Original

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14706=2058|14708=17231|14720=17231|14733=104001386
|14734=10101386224618|30003=000001000007000163572|
|
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Sello Digital

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Operación realizada a través de los equipos de computo que procesan las peticiones de la Banca por Internet y que se ubican en la ciudad de México, D.F.

Para el caso de aclaración respecto a la operación celebrada, se podrá acudir a la Unidad Especializada de Atención a Aclaraciones de la Institución, según corresponda al lugar de celebración de la operación, o solicitarla a través de los siguientes teléfonos, en un lapso no mayor a 90 días naturales a partir de la fecha señalada en el presente comprobante:

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R.F.C. ARE1108055F9
Denominación o Razón Social: AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago: 27/06/2016 17:54 hrs
No. de Operación: 403276884216
Llave de pago: B0B2D80464
Total efectivamente pagado: \$ 8,543
Dependencia: 10 Secretaría de Economía

Por el concepto siguiente:

Derechos, Productos y Aprovechamientos

Clave de referencia del DPA: 104001386
Cadena de la dependencia: 10101386227400
Periodo y Ejercicio: 2º Julio-Diciembre 2015
Importe: 7,345
Parte actualizada: 178
Recargos: 1,020
Cantidad pagada: 8,543

Cuenta: 0438512913
Confirmación: PAGADO
Folio: P1175440373
Secuencia: P1175440373
Usuario Capturó: felipe palacios
Fecha Captura: 27/06/2016 17:49:42 p.m.
Usuario Ejecutó: felipe palacios
Fecha Ejecución: 27/06/2016 17:54
Autorizó 1:
Fecha Autorización 1:
Autorizó 2:
Fecha Autorización 2:
Autorizó 3:
Fecha Autorización 3:
AutExcepción 1:
Fecha AutExcepción 1:
AutExcepción 2:
Fecha AutExcepción 2:



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R.F.C.	ARE1108055F9
Denominación o Razón Social:	AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago:	27/06/2016 17:54 hrs
No. de Operación:	403276884216
Llave de pago:	B0B2D80464
Total efectivamente pagado:	\$ 8,543
Dependencia:	10 Secretaría de Economía

Cadena Original||10001=ARE1108055F9|10017=8543|20001=40072|20002=
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706=1020|14708=8543|14720=8543|14733=104001386|147
34=10101386227400|30003=000001000007000163572||**Sello Digital**||nftAJmjASrokPydUHdPiTbZ0IODsV+OeHDZL4k9WNrwKYx76
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Nazvv8O1TgeSyJCK3V/Aed94y2UcmKETbQ5upY3yksgwTASZI8
V9Z90As3htgU4ffC6unoOjk=||

Operación realizada a través de los equipos de computo que procesan las peticiones de la Banca por Internet y que se ubican en la ciudad de México, D.F.

Para el caso de aclaración respecto a la operación celebrada, se podrá acudir a la Unidad Especializada de Atención a Aclaraciones de la Institución, según corresponda al lugar de celebración de la operación, o solicitarla a través de los siguientes teléfonos, en un lapso no mayor a 90 días naturales a partir de la fecha señalada en el presente comprobante:

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R.F.C. ARE1108055F9
Denominación o Razón Social: AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago: 27/06/2016 16:51 hrs
No. de Operación: 403276803016
Llave de pago: 4B0934F866
Total efectivamente pagado: \$ 7,414
Dependencia: 10 Secretaría de Economía

Por el concepto siguiente:

Derechos, Productos y Aprovechamientos

Clave de referencia del DPA: 104001386
Cadena de la dependencia: 10101386227399
Periodo y Ejercicio: 2º Julio-Diciembre 2015
Importe: 6,374
Parte actualizada: 155
Recargos: 885
Cantidad pagada: 7,414

Cuenta: 0438512913
Confirmación: PAGADO
Folio: P1165170383
Secuencia: P1165170383
Usuario Capturó: felipe palacios
Fecha Captura: 27/06/2016 16:45:42 p.m.
Usuario Ejecutó: felipe palacios
Fecha Ejecución: 27/06/2016 16:51
Autorizó 1:
Fecha Autorización 1:
Autorizó 2:
Fecha Autorización 2:
Autorizó 3:
Fecha Autorización 3:
AutExcepción 1:
Fecha AutExcepción 1:
AutExcepción 2:
Fecha AutExcepción 2:



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**Recibo Bancario de Pago de Contribuciones,
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Aprovechamientos Federales**BANCO MERCANTIL DEL NORTE S.A.
Institución de Banca Múltiple Grupo Financiero
Banorte

R.F.C.	ARE1108055F9
Denominación o Razón Social:	AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago:	27/06/2016 16:51 hrs
No. de Operación:	403276803016
Llave de pago:	4B0934F866
Total efectivamente pagado:	\$ 7,414
Dependencia:	10 Secretaría de Economía

Cadena Original||10001=ARE1108055F9|10017=7414|20001=40072|20002=
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34F866|14702=21|14727=2015|14704=6374|14705=155|14
706=885|14708=7414|14720=7414|14733=104001386|1473
4=10101386227399|30003=000001000007000163572||**Sello Digital**||Irs54mAJP/+QzICyzaKpmtu3U+qNGYYAZrAsp+zJ09nq5DZ9
qx0+5e5/szLR7Vu62FPykEG/HAi2l37hgfNCE69jx5hi20B2sb
eOXg/PGIcStUwSLlc+ufkW0kfQ3Jd00zPs4KHuGMxrv7Yx5q7e
/n8dtekVUj0CvGZKlXrGY+M=||

Operación realizada a través de los equipos de computo que procesan las peticiones de la Banca por Internet y que se ubican en la ciudad de México, D.F.

Para el caso de aclaración respecto a la operación celebrada, se podrá acudir a la Unidad Especializada de Atención a Aclaraciones de la Institución, según corresponda al lugar de celebración de la operación, o solicitarla a través de los siguientes teléfonos, en un lapso no mayor a 90 días naturales a partir de la fecha señalada en el presente comprobante:

México D.F. (55) 5140 5600 - Monterrey (81) 8156 9600 ? Guadalajara (33) 3669 9000 - Resto del país 01 800 226 6783



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**Recibo Bancario de Pago de Contribuciones,
Productos y
Aprovechamientos Federales**BANCO MERCANTIL DEL NORTE S.A.
Institución de Banca Múltiple Grupo Financiero
Banorte

R.F.C. ARE1108055F9
Denominación o Razón Social: AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago: 27/06/2016 17:08 hrs
No. de Operación: 403276827316
Llave de pago: 6EFC71EB61
Total efectivamente pagado: \$ 277,926
Dependencia: 10 Secretaría de Economía

Por el concepto siguiente:

Derechos, Productos y Aprovechamientos

Clave de referencia del DPA: 104001386

Cadena de la dependencia: 10101386225182

Periodo y Ejercicio: 2º Julio-Diciembre 2015

Importe: 238,945

Parte actualizada: 5,794

Recargos: 33,187

Cantidad pagada: 277,926

Cuenta: 0438512913

Confirmación: PAGADO

Folio: P4170807257

Secuencia: P4170807257

Usuario Capturó: felipe palacios

Fecha Captura: 27/06/2016 17:03:14 p.m.

Usuario Ejecutó: felipe palacios

Fecha Ejecución: 27/06/2016 17:08

Autorizó 1:

Fecha Autorización 1:

Autorizó 2:

Fecha Autorización 2:

Autorizó 3:

Fecha Autorización 3:

AutExcepción 1:

Fecha AutExcepción 1:

AutExcepción 2:

Fecha AutExcepción 2:



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BANCO MERCANTIL DEL NORTE S.A.
Institución de Banca Múltiple Grupo Financiero
Banorte

R.F.C.	ARE1108055F9
Denominación o Razón Social:	AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago:	27/06/2016 17:08 hrs
No. de Operación:	403276827316
Llave de pago:	6EFC71EB61
Total efectivamente pagado:	\$ 277,926
Dependencia:	10 Secretaría de Economía

Cadena Original

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Sello Digital

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```

Operación realizada a través de los equipos de computo que procesan las peticiones de la Banca por Internet y que se ubican en la ciudad de México, D.F.

Para el caso de aclaración respecto a la operación celebrada, se podrá acudir a la Unidad Especializada de Atención a Aclaraciones de la Institución, según corresponda al lugar de celebración de la operación, o solicitarla a través de los siguientes teléfonos, en un lapso no mayor a 90 días naturales a partir de la fecha señalada en el presente comprobante:

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Banorte

R.F.C. ARE1108055F9
Denominación o Razón Social: AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago: 27/06/2016 18:07 hrs
No. de Operación: 403276897416
Llave de pago: BB2B49ED65
Total efectivamente pagado: \$ 16,311
Dependencia: 10 Secretaría de Economía

Por el concepto siguiente:

Derechos, Productos y Aprovechamientos

Clave de referencia del DPA: 104001386
Cadena de la dependencia: 10101386224654

Periodo y Ejercicio: 2° Julio-Diciembre 2015

Importe: 14,023

Parte actualizada: 340

Recargos: 1,948

Cantidad pagada: 16,311

Cuenta: 0438512913
Confirmación: PAGADO
Folio: P4180765307
Secuencia: P4180765307
Usuario Capturó: felipe palacios
Fecha Captura: 27/06/2016 18:02:21 p.m.
Usuario Ejecutó: felipe palacios
Fecha Ejecución: 27/06/2016 18:07
Autorizó 1:
Fecha Autorización 1:
Autorizó 2:
Fecha Autorización 2:
Autorizó 3:
Fecha Autorización 3:
AutExcepción 1:
Fecha AutExcepción 1:
AutExcepción 2:
Fecha AutExcepción 2:



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BANCO MERCANTIL DEL NORTE S.A.
Institución de Banca Múltiple Grupo Financiero
Banorte

R.F.C.	ARE1108055F9
Denominación o Razón Social:	AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago:	27/06/2016 18:07 hrs
No. de Operación:	403276897416
Llave de pago:	BB2B49ED65
Total efectivamente pagado:	\$ 16,311
Dependencia:	10 Secretaría de Economía

Cadena Original

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14706=1948|14708=16311|14720=16311|14733=104001386
|14734=10101386224654|30003=000001000007000163572|
|
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Sello Digital

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|||IF0EZORdZ3ugTjss68GoNOexPq6R38XAG//68couCs2xDEn
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XcDg5909dh6u6QMP2I+ewnM=||
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Operación realizada a través de los equipos de computo que procesan las peticiones de la Banca por Internet y que se ubican en la ciudad de México, D.F.

Para el caso de aclaración respecto a la operación celebrada, se podrá acudir a la Unidad Especializada de Atención a Aclaraciones de la Institución, según corresponda al lugar de celebración de la operación, o solicitarla a través de los siguientes teléfonos, en un lapso no mayor a 90 días naturales a partir de la fecha señalada en el presente comprobante:

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R.F.C. ARE1108055F9
Denominación o Razón Social: AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago: 27/06/2016 17:32 hrs
No. de Operación: 403276859416
Llave de pago: 169B765A62
Total efectivamente pagado: \$ 16,201
Dependencia: 10 Secretaría de Economía

Por el concepto siguiente:

Derechos, Productos y Aprovechamientos

Clave de referencia del DPA: 104001386
Cadena de la dependencia: 10101386224618

Periodo y Ejercicio: 1º Enero-Junio 2016

Importe: 15,142

Parte actualizada: 30

Recargos: 1,029

Cantidad pagada: 16,201

Cuenta: 0438512913
Confirmación: PAGADO
Folio: P2173217227
Secuencia: P2173217227
Usuario Capturó: felipe palacios
Fecha Captura: 27/06/2016 17:22:55 p.m.
Usuario Ejecutó: felipe palacios
Fecha Ejecución: 27/06/2016 17:32
Autorizó 1:
Fecha Autorización 1:
Autorizó 2:
Fecha Autorización 2:
Autorizó 3:
Fecha Autorización 3:
AutExcepción 1:
Fecha AutExcepción 1:
AutExcepción 2:
Fecha AutExcepción 2:



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R.F.C.	ARE1108055F9
Denominación o Razón Social:	AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago:	27/06/2016 17:32 hrs
No. de Operación:	403276859416
Llave de pago:	169B765A62
Total efectivamente pagado:	\$ 16,201
Dependencia:	10 Secretaría de Economía

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4706=1029|14708=16201|14720=16201|14733=104001386|
14734=10101386224618|30003=000001000007000163572||**Sello Digital**||F6D3nZQKRymGULtgTGcv52WEqGr3VD7ES83GUhWhxMIMDuGI
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y9EvB7C5NbQvXCCSrZ7ckbABZR7nS7Z5yMrTGd6hdZKMkrvXzk
qcAfVRg5Ujk/M+W94+6DYGA=||

Operación realizada a través de los equipos de computo que procesan las peticiones de la Banca por Internet y que se ubican en la ciudad de México, D.F.

Para el caso de aclaración respecto a la operación celebrada, se podrá acudir a la Unidad Especializada de Atención a Aclaraciones de la Institución, según corresponda al lugar de celebración de la operación, o solicitarla a través de los siguientes teléfonos, en un lapso no mayor a 90 días naturales a partir de la fecha señalada en el presente comprobante:

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R.F.C.	ARE1108055F9
Denominación o Razón Social:	AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago:	27/06/2016 17:54 hrs
No. de Operación:	403276884116
Llave de pago:	534BA28B60
Total efectivamente pagado:	\$ 14,137
Dependencia:	10 Secretaría de Economía

Por el concepto siguiente:

Derechos, Productos y Aprovechamientos

Clave de referencia del DPA:	104001386
Cadena de la dependencia:	10101386227400
Periodo y Ejercicio:	1º Enero-Junio 2016
Importe:	13,212
Parte actualizada:	27
Recargos:	898
Cantidad pagada:	14,137

Cuenta:	0438512913
Confirmación:	PAGADO
Folio:	P2175440303
Secuencia:	P2175440303
Usuario Capturó:	felipe palacios
Fecha Captura:	27/06/2016 17:52:22 p.m.
Usuario Ejecutó:	felipe palacios
Fecha Ejecución:	27/06/2016 17:54
Autorizó 1:	
Fecha Autorización 1:	
Autorizó 2:	
Fecha Autorización 2:	
Autorizó 3:	
Fecha Autorización 3:	
AutExcepción 1:	
Fecha AutExcepción 1:	
AutExcepción 2:	
Fecha AutExcepción 2:	



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R.F.C.	ARE1108055F9
Denominación o Razón Social:	AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago:	27/06/2016 17:54 hrs
No. de Operación:	403276884116
Llave de pago:	534BA28B60
Total efectivamente pagado:	\$ 14,137
Dependencia:	10 Secretaría de Economía

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4706=898|14708=14137|14720=14137|14733=104001386|1
4734=10101386227400|30003=000001000007000163572||**Sello Digital**||Tf5GzM/dV3xjaFfMerjxsvL4o9jIQ2yhHxoo1n+CEXgNHI6t
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CVuYltgoOCRL6v3Rw09a48Y8UETR+NoRWeUdD8smUx7hCKBk1t
uFzrdOqNuNIY74DUMn1/zVo=||

Operación realizada a través de los equipos de computo que procesan las peticiones de la Banca por Internet y que se ubican en la ciudad de México, D.F.

Para el caso de aclaración respecto a la operación celebrada, se podrá acudir a la Unidad Especializada de Atención a Aclaraciones de la Institución, según corresponda al lugar de celebración de la operación, o solicitarla a través de los siguientes teléfonos, en un lapso no mayor a 90 días naturales a partir de la fecha señalada en el presente comprobante:

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Banorte

R.F.C. ARE1108055F9
Denominación o Razón Social: AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago: 27/06/2016 16:51 hrs
No. de Operación: 403276802916
Llave de pago: 2E378C7661
Total efectivamente pagado: \$ 12,268
Dependencia: 10 Secretaría de Economía

Por el concepto siguiente:

Derechos, Productos y Aprovechamientos

Clave de referencia del DPA: 104001386
Cadena de la dependencia: 10101386227399
Periodo y Ejercicio: 1º Enero-Junio 2016
Importe: 11,466
Parte actualizada: 23
Recargos: 779
Cantidad pagada: 12,268

Cuenta: 0438512913
Confirmación: PAGADO
Folio: AC165173774
Secuencia: AC165173774
Usuario Capturó: felipe palacios
Fecha Captura: 27/06/2016 16:48:42 p.m.
Usuario Ejecutó: felipe palacios
Fecha Ejecución: 27/06/2016 16:51
Autorizó 1:
Fecha Autorización 1:
Autorizó 2:
Fecha Autorización 2:
Autorizó 3:
Fecha Autorización 3:
AutExcepción 1:
Fecha AutExcepción 1:
AutExcepción 2:
Fecha AutExcepción 2:



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Recibo Bancario de Pago de Contribuciones, Productos y Aprovechamientos Federales

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Banorte

R.F.C.	ARE1108055F9
Denominación o Razón Social:	AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago:	27/06/2016 16:51 hrs
No. de Operación:	403276802916
Llave de pago:	2E378C7661
Total efectivamente pagado:	\$ 12,268
Dependencia:	10 Secretaría de Economía

Cadena Original

||10001=ARE1108055F9|10017=12268|20001=40072|20002=403276802916|40002=20160627|40003=16:51|40008=2E378C7661|14702=20|14727=2016|14704=11466|14705=23|14706=779|14708=12268|14720=12268|14733=104001386|14734=10101386227399|30003=000001000007000163572||

Sello Digital

||ARitXY9yO9CypfxUhf168yNJthHLCfFaHsDnaRUms2IPMiK+DE2mfY4hz1MhVPAON/ICKdC2FiQ/5CQQL6qk+8DQivvZlQQpm6hxVAmiysg4roasDxQ0va2Zg3aGPWrG2jTr35Ob6ib83IAAf1y5TtE+ tqQsAfSuoJNKgVtO5Yw=||

Operación realizada a través de los equipos de computo que procesan las peticiones de la Banca por Internet y que se ubican en la ciudad de México, D.F.

Para el caso de aclaración respecto a la operación celebrada, se podrá acudir a la Unidad Especializada de Atención a Aclaraciones de la Institución, según corresponda al lugar de celebración de la operación, o solicitarla a través de los siguientes teléfonos, en un lapso no mayor a 90 días naturales a partir de la fecha señalada en el presente comprobante:

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Institución de Banca Múltiple Grupo Financiero
Banorte

R.F.C. ARE1108055F9
Denominación o Razón Social: AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago: 27/06/2016 17:08 hrs
No. de Operación: 403276827216
Llave de pago: 81D7EE4B61
Total efectivamente pagado: \$ 459,882
Dependencia: 10 Secretaría de Economía

Por el concepto siguiente:

Derechos, Productos y Aprovechamientos

Clave de referencia del DPA: 104001386
Cadena de la dependencia: 10101386225182
Periodo y Ejercicio: 1º Enero-Junio 2016
Importe: 429,819
Parte actualizada: 863
Recargos: 29,200
Cantidad pagada: 459,882

Cuenta: 0438512913
Confirmación: PAGADO
Folio: A7170806022
Secuencia: A7170806022
Usuario Capturó: felipe palacios
Fecha Captura: 27/06/2016 17:05:24 p.m.
Usuario Ejecutó: felipe palacios
Fecha Ejecución: 27/06/2016 17:08
Autorizó 1:
Fecha Autorización 1:
Autorizó 2:
Fecha Autorización 2:
Autorizó 3:
Fecha Autorización 3:
AutExcepción 1:
Fecha AutExcepción 1:
AutExcepción 2:
Fecha AutExcepción 2:



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Recibo Bancario de Pago de Contribuciones, Productos y Aprovechamientos Federales

BANCO MERCANTIL DEL NORTE S.A.
Institución de Banca Múltiple Grupo Financiero
Banorte

R.F.C.	ARE1108055F9
Denominación o Razón Social:	AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago:	27/06/2016 17:08 hrs
No. de Operación:	403276827216
Llave de pago:	81D7EE4B61
Total efectivamente pagado:	\$ 459,882
Dependencia:	10 Secretaría de Economía

Cadena Original

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||10001=ARE1108055F9|10017=459882|20001=40072|2000
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3|14706=29200|14708=459882|14720=459882|14733=1040
01386|14734=10101386225182|30003=00000100000700016
3572||
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Sello Digital

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||NRMiRPFerNB8RAvQvI+78hhyGBF6iXaGI4g0TxLU55jC78tL
2LB/K+aOEj9M62ID5S7dUqpWfhGqh9im66dRLk8rNXomMPft0k
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Hn2PteuOykHPiArIPTLub+A=||
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Operación realizada a través de los equipos de computo que procesan las peticiones de la Banca por Internet y que se ubican en la ciudad de México, D.F.

Para el caso de aclaración respecto a la operación celebrada, se podrá acudir a la Unidad Especializada de Atención a Aclaraciones de la Institución, según corresponda al lugar de celebración de la operación, o solicitarla a través de los siguientes teléfonos, en un lapso no mayor a 90 días naturales a partir de la fecha señalada en el presente comprobante:

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Banorte

R.F.C. ARE1108055F9
Denominación o Razón Social: AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago: 27/06/2016 18:07 hrs
No. de Operación: 403276897316
Llave de pago: 8280458A61
Total efectivamente pagado: \$ 15,336
Dependencia: 10 Secretaría de Economía

Por el concepto siguiente:

Derechos, Productos y Aprovechamientos

Clave de referencia del DPA: 104001386
Cadena de la dependencia: 10101386224654
Periodo y Ejercicio: 1º Enero-Junio 2016
Importe: 14,333
Parte actualizada: 29
Recargos: 974
Cantidad pagada: 15,336

Cuenta: 0438512913
Confirmación: PAGADO
Folio: P4180765305
Secuencia: P4180765305
Usuario Capturó: felipe palacios
Fecha Captura: 27/06/2016 18:04:44 p.m.
Usuario Ejecutó: felipe palacios
Fecha Ejecución: 27/06/2016 18:07
Autorizó 1:
Fecha Autorización 1:
Autorizó 2:
Fecha Autorización 2:
Autorizó 3:
Fecha Autorización 3:
AutExcepción 1:
Fecha AutExcepción 1:
AutExcepción 2:
Fecha AutExcepción 2:



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**Recibo Bancario de Pago de Contribuciones,
Productos y
Aprovechamientos Federales**BANCO MERCANTIL DEL NORTE S.A.
Institución de Banca Múltiple Grupo Financiero
Banorte

R.F.C.	ARE1108055F9
Denominación o Razón Social:	AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago:	27/06/2016 18:07 hrs
No. de Operación:	403276897316
Llave de pago:	8280458A61
Total efectivamente pagado:	\$ 15,336
Dependencia:	10 Secretaría de Economía

Cadena Original||10001=ARE1108055F9|10017=15336|20001=40072|20002
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4706=974|14708=15336|14720=15336|14733=104001386|1
4734=10101386224654|30003=000001000007000163572||**Sello Digital**||RR6Wgo0OfQwD23X1dMy8EghH6IAJpycJh2rCw8gf3yb5bsGz
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2OTNoakoZRgaSslV5+g3VAg=||

Operación realizada a través de los equipos de computo que procesan las peticiones de la Banca por Internet y que se ubican en la ciudad de México, D.F.

Para el caso de aclaración respecto a la operación celebrada, se podrá acudir a la Unidad Especializada de Atención a Aclaraciones de la Institución, según corresponda al lugar de celebración de la operación, o solicitarla a través de los siguientes teléfonos, en un lapso no mayor a 90 días naturales a partir de la fecha señalada en el presente comprobante:

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Recibo Bancario de Pago de Contribuciones, Productos y Aprovechamientos Federales

BANCO MERCANTIL DEL NORTE S.A.
Institución de Banca Múltiple Grupo Financiero
Banorte

R.F.C. ARE1108055F9
Denominación o Razón Social: AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago: 25/07/2016 14:31 hrs
No. de Operación: 403307823516
Llave de pago: 99E47BB573
Total efectivamente pagado: \$ 15,142
Dependencia: 10 Secretaría de Economía

Por el concepto siguiente:

Derechos, Productos y Aprovechamientos

Clave de referencia del DPA: 104001386
Cadena de la dependencia: 10101386224618
Periodo y Ejercicio: 2º Julio-Diciembre 2016
Importe: 15,142
Cantidad pagada: 15,142

Cuenta: 0438512913
Confirmación: PAGADO
Folio: P4143176800
Secuencia: P4143176800
Usuario Capturó: felipe palacios
Fecha Captura: 25/07/2016 14:21:23 p.m.
Usuario Ejecutó: felipe palacios
Fecha Ejecución: 25/07/2016 14:31
Autorizó 1:
Fecha Autorización 1:
Autorizó 2:
Fecha Autorización 2:
Autorizó 3:
Fecha Autorización 3:
AutExcepción 1:
Fecha AutExcepción 1:
AutExcepción 2:
Fecha AutExcepción 2:



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R.F.C.	ARE1108055F9
Denominación o Razón Social:	AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago:	25/07/2016 14:31 hrs
No. de Operación:	403307823516
Llave de pago:	99E47BB573
Total efectivamente pagado:	\$ 15,142
Dependencia:	10 Secretaría de Economía

Cadena Original||10001=ARE1108055F9|10017=15142|20001=40072|20002
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2|14720=15142|14733=104001386|14734=10101386224618
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qsBZ7x44BfmQE9LfmckjdDE=||

Operación realizada a través de los equipos de computo que procesan las peticiones de la Banca por Internet y que se ubican en la ciudad de México, D.F.

Para el caso de aclaración respecto a la operación celebrada, se podrá acudir a la Unidad Especializada de Atención a Aclaraciones de la Institución, según corresponda al lugar de celebración de la operación, o solicitarla a través de los siguientes teléfonos, en un lapso no mayor a 90 días naturales a partir de la fecha señalada en el presente comprobante:

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Institución de Banca Múltiple Grupo Financiero
Banorte

R.F.C. ARE1108055F9
Denominación o Razón Social: AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago: 25/07/2016 14:31 hrs
No. de Operación: 403307823416
Llave de pago: 4C53E8B979
Total efectivamente pagado: \$ 13,212
Dependencia: 10 Secretaría de Economía

Por el concepto siguiente:

Derechos, Productos y Aprovechamientos

Clave de referencia del DPA: 104001386
Cadena de la dependencia: 10101386227400
Periodo y Ejercicio: 2° Julio-Diciembre 2016
Importe: 13,212
Cantidad pagada: 13,212

Cuenta: 0438512913
Confirmación: PAGADO
Folio: P4143176798
Secuencia: P4143176798
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Fecha Captura: 25/07/2016 14:23:17 p.m.
Usuario Ejecutó: felipe palacios
Fecha Ejecución: 25/07/2016 14:31
Autorizó 1:
Fecha Autorización 1:
Autorizó 2:
Fecha Autorización 2:
Autorizó 3:
Fecha Autorización 3:
AutExcepción 1:
Fecha AutExcepción 1:
AutExcepción 2:
Fecha AutExcepción 2:



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Institución de Banca Múltiple Grupo Financiero
Banorte

R.F.C.	ARE1108055F9
Denominación o Razón Social:	AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago:	25/07/2016 14:31 hrs
No. de Operación:	403307823416
Llave de pago:	4C53E8B979
Total efectivamente pagado:	\$ 13,212
Dependencia:	10 Secretaría de Economía

Cadena Original

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Sello Digital

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Operación realizada a través de los equipos de computo que procesan las peticiones de la Banca por Internet y que se ubican en la ciudad de México, D.F.

Para el caso de aclaración respecto a la operación celebrada, se podrá acudir a la Unidad Especializada de Atención a Aclaraciones de la Institución, según corresponda al lugar de celebración de la operación, o solicitarla a través de los siguientes teléfonos, en un lapso no mayor a 90 días naturales a partir de la fecha señalada en el presente comprobante:

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Institución de Banca Múltiple Grupo Financiero
Banorte

R.F.C.	ARE1108055F9
Denominación o Razón Social:	AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago:	25/07/2016 14:31 hrs
No. de Operación:	403307823316
Llave de pago:	4015039A71
Total efectivamente pagado:	\$ 11,466
Dependencia:	10 Secretaría de Economía

Por el concepto siguiente:

Derechos, Productos y Aprovechamientos

Clave de referencia del DPA:	104001386
Cadena de la dependencia:	10101386227399
Periodo y Ejercicio:	2º Julio-Diciembre 2016
Importe:	11,466
Cantidad pagada:	11,466

Cuenta:	0438512913
Confirmación:	PAGADO
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Secuencia:	A7143186023
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Fecha Captura:	25/07/2016 14:24:41 p.m.
Usuario Ejecutó:	felipe palacios
Fecha Ejecución:	25/07/2016 14:31
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Fecha Autorización 1:	
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Fecha Autorización 2:	
Autorizó 3:	
Fecha Autorización 3:	
AutExcepción 1:	
Fecha AutExcepción 1:	
AutExcepción 2:	
Fecha AutExcepción 2:	



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Institución de Banca Múltiple Grupo Financiero
Banorte

R.F.C.	ARE1108055F9
Denominación o Razón Social:	AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago:	25/07/2016 14:31 hrs
No. de Operación:	403307823316
Llave de pago:	4015039A71
Total efectivamente pagado:	\$ 11,466
Dependencia:	10 Secretaría de Economía

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SwfmWgmZGsq82WQayMCvPbD6IZQ4+eAabG8gzEFjx3V6dxBEOL
EH2J9LSEob340HhxqNJHwBo=||

Operación realizada a través de los equipos de computo que procesan las peticiones de la Banca por Internet y que se ubican en la ciudad de México, D.F.

Para el caso de aclaración respecto a la operación celebrada, se podrá acudir a la Unidad Especializada de Atención a Aclaraciones de la Institución, según corresponda al lugar de celebración de la operación, o solicitarla a través de los siguientes teléfonos, en un lapso no mayor a 90 días naturales a partir de la fecha señalada en el presente comprobante:

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R.F.C. ARE1108055F9
Denominación o Razón Social: AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago: 25/07/2016 14:31 hrs
No. de Operación: 403307823616
Llave de pago: 92CC2BBA79
Total efectivamente pagado: \$ 429,819
Dependencia: 10 Secretaría de Economía

Por el concepto siguiente:

Derechos, Productos y Aprovechamientos

Clave de referencia del DPA: 104001386
Cadena de la dependencia: 10101386225182
Periodo y Ejercicio: 2º Julio-Diciembre 2016
Importe: 429,819
Cantidad pagada: 429,819

Cuenta: 0438512913
Confirmación: PAGADO
Folio: P4143176802
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Usuario Capturó: felipe palacios
Fecha Captura: 25/07/2016 14:19:04 p.m.
Usuario Ejecutó: felipe palacios
Fecha Ejecución: 25/07/2016 14:31
Autorizó 1:
Fecha Autorización 1:
Autorizó 2:
Fecha Autorización 2:
Autorizó 3:
Fecha Autorización 3:
AutExcepción 1:
Fecha AutExcepción 1:
AutExcepción 2:
Fecha AutExcepción 2:



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R.F.C.	ARE1108055F9
Denominación o Razón Social:	AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago:	25/07/2016 14:31 hrs
No. de Operación:	403307823616
Llave de pago:	92CC2BBA79
Total efectivamente pagado:	\$ 429,819
Dependencia:	10 Secretaría de Economía

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1ipaaAyyzX9B2KVHggG2FM=||

Operación realizada a través de los equipos de computo que procesan las peticiones de la Banca por Internet y que se ubican en la ciudad de México, D.F.

Para el caso de aclaración respecto a la operación celebrada, se podrá acudir a la Unidad Especializada de Atención a Aclaraciones de la Institución, según corresponda al lugar de celebración de la operación, o solicitarla a través de los siguientes teléfonos, en un lapso no mayor a 90 días naturales a partir de la fecha señalada en el presente comprobante:

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Banorte

R.F.C.	ARE1108055F9
Denominación o Razón Social:	AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago:	25/07/2016 14:31 hrs
No. de Operación:	403307823216
Llave de pago:	2017895472
Total efectivamente pagado:	\$ 14,333
Dependencia:	10 Secretaría de Economía

Por el concepto siguiente:

Derechos, Productos y Aprovechamientos

Clave de referencia del DPA:	104001386
Cadena de la dependencia:	10101386224654
Periodo y Ejercicio:	2º Julio-Diciembre 2016
Importe:	14,333
Cantidad pagada:	14,333

Cuenta:	0438512913
Confirmación:	PAGADO
Folio:	P1143182542
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Fecha Captura:	25/07/2016 14:28:15 p.m.
Usuario Ejecutó:	felipe palacios
Fecha Ejecución:	25/07/2016 14:31
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Fecha Autorización 1:	
Autorizó 2:	
Fecha Autorización 2:	
Autorizó 3:	
Fecha Autorización 3:	
AutExcepción 1:	
Fecha AutExcepción 1:	
AutExcepción 2:	
Fecha AutExcepción 2:	



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Aprovechamientos Federales**BANCO MERCANTIL DEL NORTE S.A.
Institución de Banca Múltiple Grupo Financiero
Banorte

R.F.C.	ARE1108055F9
Denominación o Razón Social:	AUXICO RESOURCES SA DE CV
Fecha y Hora del Pago:	25/07/2016 14:31 hrs
No. de Operación:	403307823216
Llave de pago:	2017895472
Total efectivamente pagado:	\$ 14,333
Dependencia:	10 Secretaría de Economía

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Sello Digital

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Operación realizada a través de los equipos de computo que procesan las peticiones de la Banca por Internet y que se ubican en la ciudad de México, D.F.

Para el caso de aclaración respecto a la operación celebrada, se podrá acudir a la Unidad Especializada de Atención a Aclaraciones de la Institución, según corresponda al lugar de celebración de la operación, o solicitarla a través de los siguientes teléfonos, en un lapso no mayor a 90 días naturales a partir de la fecha señalada en el presente comprobante:

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APPENDIX 10
Assessment Reports

CIUDAD DE MÉXICO A 26 DE SEPTIEMBRE DE 2016.

**TITULO 225182
LOTE: MINERAL DE ZAMORA**

**C.P. ELEUTERIO BELLO LAGUNES
SUBDIRECTOR DE CONTROL DE OBLIGACIONES
DE LA DIRECCION GENERAL DE REGULACION MINERA
DE LA SECRETARIA DE ECONOMIA**

SONIA JAZMIN URIAS HERNANDEZ representante legal de la empresa **AUXICO RESOURCES, S.A. DE C.V.**, tal y como lo acredito con copia del instrumento notarial número 274 pasado ante la fe del Notario Público No. 219 de la Ciudad de Mazatlán, Sin.; Lic. Paloma María Magallón Osuna; y que es titular de la concesión minera **225182** lote “ **MINERAL DE ZAMORA**” con el debido respeto, comparezco ante Ud. para manifestar:

Que para regularizar la situación de cumplimiento de obligaciones de la concesión minera citada, presento a Ud. los informes para comprobar la ejecución de obras y trabajos en los periodos 2014 y 2015, manifestando que hago uso de la prerrogativa que concede a mi representada el artículo 31 de la Ley Minera en relación con el artículo 64 fracción I del Reglamento de la Ley Minera, ya que fue imposible la realización de éstos trabajos por causas económicas.

Derivado de lo anterior, solicito a Ud. me sea impuesta la multa correspondiente por la presentación extemporánea de dichos informes, a fin de tener por cumplimentada la obligación de mi representada en los periodos aludidos.

En virtud de lo antes expuesto, atentamente solicito:

PRIMERO.- Tenerme por presentado en los términos del presente escrito, exhibiendo los informes de obras y trabajos correspondientes a los periodos 2013, 2014 y 2015.

SEGUNDO.- Emitir la resolución con la multa correspondiente por la presentación extemporánea de los mismos.

TERCERO.- Tener por autorizados a la Lic. Tania Juárez Romero y al C.P. Guillermo Osorio Neria para dar seguimiento al trámite correspondiente

PROTESTO LO NECESARIO

**C. SONIA JAZMIN URIAS HERNANDEZ
REPRESENTANTE LEGAL DE
AUXICO RESOURCES, S.A. DE C.V.**

DIRECCIÓN GENERAL DE REGULACIÓN MINERA

INFORME PARA COMPROBAR LA EJECUCIÓN DE LAS OBRAS Y TRABAJOS DE EXPLORACIÓN O DE EXPLOTACIÓN



Antes de llenar esta forma, lea las consideraciones generales al reverso.
En caso de contar con la constancia de acreditamiento de personalidad, no será necesario llenar los campos marcados con asterisco (*)

USO EXCLUSIVO DE SE

No. de folio:

Fecha de recepción:

A	R	E	1	1	0	8	0	5	5	F	9
---	---	---	---	---	---	---	---	---	---	---	---

1.-Registro Federal de Contribuyentes

Exploración	<input checked="" type="checkbox"/>	Explotación	<input type="checkbox"/>
-------------	-------------------------------------	-------------	--------------------------

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----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------

2.-Clave Única de Registro de Población
(Llenar en caso de ser Persona Física)

I DATOS GENERALES DEL TITULAR DE LA CONCESIÓN MINERA O DE QUIEN LLEVE A CABO LAS OBRAS Y TRABAJOS DE EXPLORACIÓN O DE EXPLOTACIÓN MEDIANTE CONTRATO

3. Nombre de la persona física o moral(*):

4. Correo Electrónico(*):

5. Teléfono(*): 6. Fax:

II DATOS DEL REPRESENTANTE LEGAL, DE SER EL CASO

7. Nombre(*):

8. Domicilio (*):

9. Teléfono / Fax (*): 10. RUPA:

11. Correo Electrónico (*):

III DATOS DE INSCRIPCIÓN EN EL REGISTRO DEL ACTO, CONTRATO O CONVENIO POR EL QUE SE TRANSMITIERON LOS DERECHOS QUE DERIVAN DE LA CONCESIÓN, DE SER EL CASO

12. Inscripción:

Acta Volumen Libro Fecha

IV DATOS GENERALES DEL LOTE O DE AQUEL QUE ENCABECE EL AGRUPAMIENTO

13. Nombre: 14. Número del Título

V PERÍODO POR COMPROBAR

15. Del al

VI IMPORTE DESGLOSADO DE LA INVERSIÓN EFECTUADA, DEL VALOR DE FACTURACIÓN O LIQUIDACIÓN DE LA PRODUCCIÓN OBTENIDA O INDICACIÓN DE LA CAUSA QUE MOTIVO LA SUSPENSIÓN TEMPORAL DE LAS OBRAS O TRABAJOS

16. Importe desglosado de la inversión efectuada:		MONTO
16.1	Obras mineras directas y todas aquellas que contribuyan al conocimiento geológico del lote o la cubicación de reservas.	0
16.2	Perforaciones.	0
16.3	Levantamientos topográficos, fotogramétricos y geodésicos.	0
16.4	Levantamientos geológicos, geofísicos y geoquímicos.	2 6 8 9 4 6 3
16.5	Análisis físico-químicos.	0
16.6	Pruebas de experimentación metalúrgica.	3 5 2 5
16.7	Desarrollo y rehabilitación de obras mineras.	0
16.8	Adquisición, arrendamiento y mantenimiento de equipos para perforación y desarrollo de obras mineras.	5 0 1 6 2 8 8
16.9	Adquisición, arrendamiento y mantenimiento de equipos de laboratorio físico-químicos y de investigación metalúrgica.	0
16.10	Adquisición, arrendamiento y mantenimiento de vehículos de trabajo y para la transportación del personal.	0
16.11	Obras y equipos destinados a la seguridad en el trabajo y a la prevención de la contaminación o la recuperación del medio ambiente.	0
16.12	Instalaciones de almacenes, oficinas, talleres, campamentos, casas-habitación y servicios a los trabajadores.	0
16.13	Adquisición, arrendamiento, construcción y mantenimiento de obras y equipos relacionados con vías de acceso, generación y conducción de energía eléctrica, extracción, conducción y almacenamiento de agua e infraestructura en general.	0
16.14	Adquisición, arrendamiento y mantenimiento de equipo para minado, acarreo y servicios generales de mina.	0
16.15	Adquisición, arrendamiento, instalación y mantenimiento de equipo para operaciones de beneficio y presas de jales.	0
Total		7 7 0 9 2 7 5
17.	O, en su caso, importe del valor de facturación o liquidación de la producción obtenida, o	
18.	Causa que motivó la suspensión temporal de las obras y trabajos:	
18.1	Imposibilidad técnica o incosteabilidad económica de llevar a cabo las obras y trabajos de exploración y explotación.	<input type="checkbox"/>
18.2	Huelga. Suspensión temporal de las relaciones de trabajo	<input type="checkbox"/> <input type="checkbox"/>
18.3	Suspensión de pagos. Quiebra. Embargo. Fallecimiento del concesionario sin que exista albacea por un plazo máximo de dos años siguientes al deceso.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
18.4	Explosión. Derrumbe. Incendio. Inundación. Terremoto. Disturbio. Otra de fuerza mayor.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

VII EXCEDENTE POR APLICAR DE COMPROBACIONES ANTERIORES Y SU ACTUALIZACIÓN; Y MONTO POR APLICAR DE COMPROBACIONES SUBSECUENTES, LO ANTERIOR DE CONFORMIDAD CON EL ARTÍCULO 69 FRACCIONES V Y VI DEL REGLAMENTO

19.	Excedente por aplicar y su actualización :	
		MONTO
19.1	Excedente por aplicar de comprobaciones anteriores:	0
	Entre valor del índice de precios al consumidor del mes de octubre del año inmediato anterior	1 0 6 . 2 7 8 0
	Por valor del índice de precios al consumidor del mes de octubre del año que se comprueba	1 0 9 . 8 4 8 0
19.2	Actualización del excedente por aplicar	0
19.3	Importe total de la inversión efectuada	7 7 0 9 2 7 5
19.4	Total comprobado (17.2 + 17.3)	7 7 0 9 2 7 5
19.5	Monto mínimo por comprobar	3 2 7 1 2 7 3
19.6	Monto por aplicar en comprobaciones subsecuentes (16.4 – 16.5)	4 4 3 8 0 0 2

VIII PRIMAS POR DESCUBRIMIENTO CUBIERTAS AL CONSEJO DE RECURSOS MINERALES (en caso de concesiones otorgadas mediante concurso)

20. PRIMER SEMESTRE: SEGUNDO SEMESTRE:

<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 33%; border: 1px solid black;"> </td><td style="width: 33%; border: 1px solid black;"> </td><td style="width: 33%; border: 1px solid black;"> </td></tr> <tr><td style="font-size: 8px;">DIA</td><td style="font-size: 8px;">MES</td><td style="font-size: 8px;">AÑO</td></tr> </table>				DIA	MES	AÑO	<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 33%; border: 1px solid black;"> </td><td style="width: 33%; border: 1px solid black;"> </td><td style="width: 33%; border: 1px solid black;"> </td></tr> <tr><td style="font-size: 8px;">DIA</td><td style="font-size: 8px;">MES</td><td style="font-size: 8px;">AÑO</td></tr> </table>				DIA	MES	AÑO	<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 33%; border: 1px solid black;"> </td><td style="width: 33%; border: 1px solid black;"> </td><td style="width: 33%; border: 1px solid black;"> </td></tr> <tr><td style="font-size: 8px;">DIA</td><td style="font-size: 8px;">MES</td><td style="font-size: 8px;">AÑO</td></tr> </table>				DIA	MES	AÑO	<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 33%; border: 1px solid black;"> </td><td style="width: 33%; border: 1px solid black;"> </td><td style="width: 33%; border: 1px solid black;"> </td></tr> <tr><td style="font-size: 8px;">DIA</td><td style="font-size: 8px;">MES</td><td style="font-size: 8px;">AÑO</td></tr> </table>				DIA	MES	AÑO
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Manifiesto bajo protesta de decir verdad, que los datos asentados en el presente informe son ciertos y verificables en cualquier momento por las autoridades competentes.

SONIA JAZMIN URIAS HERNANDEZ

Firma del solicitante o de su Representante Legal

PARA USO EXCLUSIVO DE SE

<p>SELLO DE LA SECRETARÍA</p> <div style="border: 1px solid black; width: 100%; height: 40px; margin: 10px 0;"></div> <p>NOMBRE Y FIRMA DEL TITULAR DE LA UNIDAD RECEPTORA</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">No. DE REGISTRO</td> <td style="width: 50%; border: 1px solid black; text-align: center;"> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 25%; border: 1px solid black;"> </td><td style="width: 25%; border: 1px solid black;"> </td><td style="width: 25%; border: 1px solid black;"> </td><td style="width: 25%; border: 1px solid black;"> </td></tr> </table> </td> </tr> <tr> <td>FECHA</td> <td style="border: 1px solid black; text-align: center;"> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 25%; border: 1px solid black;"> </td><td style="width: 25%; border: 1px solid black;"> </td><td style="width: 25%; border: 1px solid black;"> </td><td style="width: 25%; border: 1px solid black;"> </td></tr> </table> </td> </tr> <tr> <td>HORA</td> <td style="border: 1px solid black; text-align: center;"> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 25%; border: 1px solid black;"> </td><td style="width: 25%; border: 1px solid black;"> </td><td style="width: 25%; border: 1px solid black;"> </td><td style="width: 25%; border: 1px solid black;"> </td></tr> </table> </td> </tr> <tr> <td>NO. DE TANTOS</td> <td style="border: 1px solid black; text-align: center;"> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 25%; border: 1px solid black;"> </td><td style="width: 25%; border: 1px solid black;"> </td><td style="width: 25%; border: 1px solid black;"> </td><td style="width: 25%; border: 1px solid black;"> </td></tr> </table> </td> </tr> </table>	No. DE REGISTRO	<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 25%; border: 1px solid black;"> </td><td style="width: 25%; border: 1px solid black;"> </td><td style="width: 25%; border: 1px solid black;"> </td><td style="width: 25%; border: 1px solid black;"> </td></tr> </table>					FECHA	<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 25%; border: 1px solid black;"> </td><td style="width: 25%; border: 1px solid black;"> </td><td style="width: 25%; border: 1px solid black;"> </td><td style="width: 25%; border: 1px solid black;"> </td></tr> </table>					HORA	<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 25%; border: 1px solid black;"> </td><td style="width: 25%; border: 1px solid black;"> </td><td style="width: 25%; border: 1px solid black;"> </td><td style="width: 25%; border: 1px solid black;"> </td></tr> </table>					NO. DE TANTOS	<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 25%; border: 1px solid black;"> </td><td style="width: 25%; border: 1px solid black;"> </td><td style="width: 25%; border: 1px solid black;"> </td><td style="width: 25%; border: 1px solid black;"> </td></tr> </table>				
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Consideraciones generales para su llenado:

- Esta forma es de libre reproducción.
- Debe llenarse a máquina o a mano con letra de molde legible.
- Debe presentarse en original y dos copias, una para el acuse de recibo.
- Se deben respetar las áreas destinadas para uso exclusivo de SE.
- La firma del solicitante debe ser autógrafa en cada solicitud.
- Los datos de teléfono y fax/correo electrónico son opcionales.
- **El inciso 16 del punto VI de este formato sólo lo deberán llenar, en su caso, los informes para comprobar la ejecución de las obras y trabajos de explotación.**
- **Se tendrán por presentados los informes para comprobar la ejecución de las obras y trabajos de exploración y de explotación de aquellas personas que, como titulares o cotitulares de concesiones mineras o de los derechos que de ellas deriven, amparen una superficie en conjunto de hasta mil hectáreas, sin perjuicio de la facultad de la Secretaría de verificar la ejecución de dichas obras y trabajos.**
- Los documentos oficiales que se presenten con alteraciones, raspaduras o enmendaduras no tendrán validez alguna.
- Se anexarán las hojas necesarias para la información que se requiera, en su caso.
- En caso de contar con la constancia de acreditamiento de personalidad no se deberán requisitar los siguientes datos: Nombre o razón social, domicilio, teléfono, fax y nombre del representante legal; ni se deberá presentar ningún otro documento relativo a la comprobación de la personalidad.
- Debe presentarse en la ventanilla de recepción y entrega de documentos de la Subdirección de Control Documental de la Dirección General de Regulación Minera, sita en Calle Acueducto número 4, Col. Reforma Social, C.P. 11650, planta baja, o bien en la Delegación Federal de SE correspondiente a la jurisdicción del lote minero, de lunes a viernes de 9:00 a 14:00 horas.
- Todo documento original podrá acompañarse de copia simple, para cotejo, caso en el que se le regresará al interesado el documento original.

Protección de Datos Personales

- Los datos personales recabados serán protegidos y serán incorporados y tratados en el sistema de datos personales "Domicilio de Solicitante y Titulares de Concesiones Mineras", con fundamento en la Ley Minera y cuya finalidad es recabar el domicilio de los solicitantes de Concesiones Mineras para notificarles diversas resoluciones de carácter legal de la Normatividad Minera, el cual fue registrado en el listado de sistemas de datos personales ante el Instituto Federal de Acceso a la Información y Protección de Datos (www.ifai.org.mx), y podrán ser transmitidos a servicios de mensajería, con la finalidad de enviar notificaciones diversas al solicitante de conformidad con la Normatividad Minera, además de otras transmisiones previstas en la Ley. La Unidad Administrativa responsable del Sistema de datos personales es la Dirección General de Regulación Minera, y la dirección donde el interesado podrá ejercer los derechos de acceso y corrección ante la misma es la Unidad de Enlace de la Secretaría de Economía, con domicilio en Alfonso Reyes No. 30, planta baja, colonia Hipódromo Condesa, C.P. 1030, México, D.F., teléfono: 57299100, extensión 11327, correo electrónico contacto@economia.gob.mx. Lo anterior se informa en cumplimiento del decimoséptimo de los Lineamientos de Protección de Datos Personales publicados en el Diario Oficial de la Federación el 30 de septiembre de 2005.

Trámite al que corresponde la forma: Informe para comprobar la ejecución de las obras y trabajos de exploración o de explotación.

Número de Registro Federal de Trámites y Servicios: SE-10-019

Fecha de autorización de la forma por parte de la Oficialía Mayor: 02/02/2011

Fecha de autorización de la forma por parte de la Comisión Federal de Mejora Regulatoria:

Fundamento jurídico-administrativo:

- Artículos 7º, fracción XII, , 27, fracción I, 28 al 31 y 55 fracción II de la Ley Minera (DOF 26 de junio de 1992, reforma 24 de diciembre de 1996), y
- Artículos 69 a 72 del Reglamento de la Ley Minera (DOF 15 de febrero de 1999).

Documentos anexos:

- Declaración por escrito bajo protesta de decir verdad de la imposibilidad técnica o incosteabilidad económica de llevar a cabo las obras y trabajos de exploración y explotación, de ser el caso.
- Copia certificada de la resolución o autorización respectiva, en el caso de huelga o suspensión temporal de las relaciones de trabajo.
- Copia certificada de la resolución judicial correspondiente o testimonio notarial de radicación de la sucesión y aceptación del albacea, en el caso de suspensión de pagos, quiebra, embargo o fallecimiento del concesionario sin que exista albacea por un plazo máximo de dos años siguientes al deceso.
- Certificación notarial o de autoridad con fe pública que consigne los hechos, en el supuesto de explosión, derrumbe, incendio, inundación, terremoto, disturbio o cualquier otra causa de fuerza mayor.
- Carta poder ratificada ante fedatario público o instrumento público, o exhibir copia de la constancia de acreditamiento de personalidad expedida por la Unidad de Asuntos Jurídicos de SE, o indicar en el momento de su presentación la clave de R.F.C. de la persona acreditada ante SE en dicho registro.

Tiempo de respuesta:

- El trámite no requiere de resolución, dado que tiene la naturaleza de un aviso.
- Cuando el trámite no contenga los datos o no cumpla con los requisitos previstos, se prevendrá al interesado, por escrito, para que dentro del término de 21 días hábiles, contado a partir del oficio de notificación, presente las aclaraciones, datos faltantes o la documentación comprobatoria que acredite la inversión realizada o el mineral obtenido. Transcurrido este plazo sin desahogar la prevención, se tendrá por no presentado el informe de comprobación y la Secretaría iniciará la cancelación de la concesión respectiva o de aquellas incorporadas al agrupamiento.
- La prevención de información faltante deberá hacerse dentro de un plazo de 30 días hábiles, contado a partir de la recepción del informe de comprobación respectivo. Una vez transcurrido dicho plazo sin que la Secretaría efectúe tal prevención, se tendrá por presentado el informe sin perjuicio de la Facultad de Secretaría de verificar la ejecución de dichas obras y trabajos.

Número telefónico del responsable del trámite para consultas: 52-02-90-44 **fax:** 52-02-24-81

Número telefónico para quejas:

Órgano Interno de Control en la SE:

5629-95-52 (directo)

5629-95-00 (conmutador)

Extensiones: 21200, 21210, 21212, 21214 y 21219

Con horario de atención de Lunes a Viernes de 9:00 a 18:00 horas

Correo Electrónico: atencion.ciudadanaoic@economia.gob.mx

Centro de Contacto Ciudadano:

En el Distrito Federal: 2000-3000. Ext. 2164

Correo electrónico: contactociudadano@funcionpublica.gob.mx

DIRECCIÓN GENERAL DE REGULACIÓN MINERA
INFORME PARA COMPROBAR LA EJECUCIÓN DE LAS
OBRAS Y TRABAJOS DE EXPLORACIÓN O DE EXPLOTACIÓN



Antes de llenar esta forma, lea las consideraciones generales al reverso.
 En caso de contar con la constancia de acreditamiento de personalidad, no será necesario llenar los campos marcados con asterisco (*)

USO EXCLUSIVO DE SE
 No. de folio:
 Fecha de recepción:

A R E 1 1 0 8 0 5 5 F 9
 1.-Registro Federal de Contribuyentes

Exploración Explotación

 2.-Clave Única de Registro de Población
 (Llenar en caso de ser Persona Física)

I DATOS GENERALES DEL TITULAR DE LA CONCESIÓN MINERA O DE QUIEN LLEVE A CABO LAS OBRAS Y TRABAJOS DE EXPLORACIÓN O DE EXPLOTACIÓN MEDIANTE CONTRATO

3. Nombre de la persona física o moral(*):

4. Correo Electrónico(*):

5. Teléfono(*): 6. Fax:

II DATOS DEL REPRESENTANTE LEGAL, DE SER EL CASO

7. Nombre(*):

8. Domicilio (*):

9. Teléfono / Fax (*): 10. RUPA:

11. Correo Electrónico (*):

III DATOS DE INSCRIPCIÓN EN EL REGISTRO DEL ACTO, CONTRATO O CONVENIO POR EL QUE SE TRANSMITIERON LOS DERECHOS QUE DERIVAN DE LA CONCESIÓN, DE SER EL CASO

12. Inscripción:

Acta Volumen Libro Fecha

IV DATOS GENERALES DEL LOTE O DE AQUEL QUE ENCABECE EL AGRUPAMIENTO

13. Nombre: 14. Número del Título

V PERÍODO POR COMPROBAR

15. Del al

VI IMPORTE DESGLOSADO DE LA INVERSIÓN EFECTUADA, DEL VALOR DE FACTURACIÓN O LIQUIDACIÓN DE LA PRODUCCIÓN OBTENIDA O INDICACIÓN DE LA CAUSA QUE MOTIVO LA SUSPENSIÓN TEMPORAL DE LAS OBRAS O TRABAJOS

16. Importe desglosado de la inversión efectuada:		MONTO
16.1	Obras mineras directas y todas aquellas que contribuyan al conocimiento geológico del lote o la cubicación de reservas.	0
16.2	Perforaciones.	0
16.3	Levantamientos topográficos, fotogramétricos y geodésicos.	0
16.4	Levantamientos geológicos, geofísicos y geoquímicos.	0
16.5	Análisis físico-químicos.	0
16.6	Pruebas de experimentación metalúrgica.	0
16.7	Desarrollo y rehabilitación de obras mineras.	0
16.8	Adquisición, arrendamiento y mantenimiento de equipos para perforación y desarrollo de obras mineras.	0
16.9	Adquisición, arrendamiento y mantenimiento de equipos de laboratorio físico-químicos y de investigación metalúrgica.	0
16.10	Adquisición, arrendamiento y mantenimiento de vehículos de trabajo y para la transportación del personal.	0
16.11	Obras y equipos destinados a la seguridad en el trabajo y a la prevención de la contaminación o la recuperación del medio ambiente.	0
16.12	Instalaciones de almacenes, oficinas, talleres, campamentos, casas-habitación y servicios a los trabajadores.	0
16.13	Adquisición, arrendamiento, construcción y mantenimiento de obras y equipos relacionados con vías de acceso, generación y conducción de energía eléctrica, extracción, conducción y almacenamiento de agua e infraestructura en general.	0
16.14	Adquisición, arrendamiento y mantenimiento de equipo para minado, acarreo y servicios generales de mina.	0
16.15	Adquisición, arrendamiento, instalación y mantenimiento de equipo para operaciones de beneficio y presas de jales.	0
Total		0
17.	O, en su caso, importe del valor de facturación o liquidación de la producción obtenida, o	
18.	Causa que motivó la suspensión temporal de las obras y trabajos:	
18.1	Imposibilidad técnica o incosteabilidad económica de llevar a cabo las obras y trabajos de exploración y explotación.	<input checked="" type="checkbox"/>
18.2	Huelga. Suspensión temporal de las relaciones de trabajo	<input type="checkbox"/>
18.3	Suspensión de pagos. Quiebra. Embargo. Fallecimiento del concesionario sin que exista albacea por un plazo máximo de dos años siguientes al deceso.	<input type="checkbox"/>
18.4	Explosión. Derrumbe. Incendio. Inundación. Terremoto. Disturbio. Otra de fuerza mayor.	<input type="checkbox"/>

VII EXCEDENTE POR APLICAR DE COMPROBACIONES ANTERIORES Y SU ACTUALIZACIÓN; Y MONTO POR APLICAR DE COMPROBACIONES SUBSECUENTES, LO ANTERIOR DE CONFORMIDAD CON EL ARTÍCULO 69 FRACCIONES V Y VI DEL REGLAMENTO

19.	Excedente por aplicar y su actualización :	
		MONTO
19.1	Excedente por aplicar de comprobaciones anteriores:	4 4 3 8 0 0 2
	Entre valor del índice de precios al consumidor del mes de octubre del año inmediato anterior	1 0 9 . 8 4 8 0
	Por valor del índice de precios al consumidor del mes de octubre del año que se comprueba	1 1 4 . 5 6 9 0
19.2	Actualización del excedente por aplicar	4 6 2 8 7 3 7
19.3	Importe total de la inversión efectuada	0
19.4	Total comprobado (17.2 + 17.3)	4 6 2 8 7 3 7
19.5	Monto mínimo por comprobar	3 4 1 2 2 1 0
19.6	Monto por aplicar en comprobaciones subsecuentes (16.4 – 16.5)	1 2 1 6 5 2 7

VIII PRIMAS POR DESCUBRIMIENTO CUBIERTAS AL CONSEJO DE RECURSOS MINERALES (en caso de concesiones otorgadas mediante concurso)

20.	PRIMER SEMESTRE:	SEGUNDO SEMESTRE:																																		
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Manifiesto bajo protesta de decir verdad, que los datos asentados en el presente informe son ciertos y verificables en cualquier momento por las autoridades competentes.

SONIA JAZMIN URIAS HERNANDEZ
 Firma del solicitante o de su Representante Legal

PARA USO EXCLUSIVO DE SE																																									
<p style="text-align: center;">SELLO DE LA SECRETARÍA</p> <div style="border: 1px solid black; height: 60px; width: 100%; margin-top: 20px;"></div> <p style="text-align: center;">NOMBRE Y FIRMA DEL TITULAR DE LA UNIDAD RECEPTORA</p>	<table border="1"> <tr> <td>No. DE REGISTRO</td> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> <tr> <td>FECHA</td> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> <tr> <td>HORA</td> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> <tr> <td>NO. DE TANTOS</td> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> </table>	No. DE REGISTRO										FECHA										HORA										NO. DE TANTOS									
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Consideraciones generales para su llenado:

- Esta forma es de libre reproducción.
- Debe llenarse a máquina o a mano con letra de molde legible.
- Debe presentarse en original y dos copias, una para el acuse de recibo.
- Se deben respetar las áreas destinadas para uso exclusivo de SE.
- La firma del solicitante debe ser autógrafa en cada solicitud.
- Los datos de teléfono y fax/correo electrónico son opcionales.
- **El inciso 16 del punto VI de este formato sólo lo deberán llenar, en su caso, los informes para comprobar la ejecución de las obras y trabajos de explotación.**
- **Se tendrán por presentados los informes para comprobar la ejecución de las obras y trabajos de exploración y de explotación de aquellas personas que, como titulares o cotitulares de concesiones mineras o de los derechos que de ellas deriven, amparen una superficie en conjunto de hasta mil hectáreas, sin perjuicio de la facultad de la Secretaría de verificar la ejecución de dichas obras y trabajos.**
- Los documentos oficiales que se presenten con alteraciones, raspaduras o enmendaduras no tendrán validez alguna.
- Se anexarán las hojas necesarias para la información que se requiera, en su caso.
- En caso de contar con la constancia de acreditamiento de personalidad no se deberán requisitar los siguientes datos: Nombre o razón social, domicilio, teléfono, fax y nombre del representante legal; ni se deberá presentar ningún otro documento relativo a la comprobación de la personalidad.
- Debe presentarse en la ventanilla de recepción y entrega de documentos de la Subdirección de Control Documental de la Dirección General de Regulación Minera, sita en Calle Acueducto número 4, Col. Reforma Social, C.P. 11650, planta baja, o bien en la Delegación Federal de SE correspondiente a la jurisdicción del lote minero, de lunes a viernes de 9:00 a 14:00 horas.
- Todo documento original podrá acompañarse de copia simple, para cotejo, caso en el que se le regresará al interesado el documento original.

Protección de Datos Personales

- Los datos personales recabados serán protegidos y serán incorporados y tratados en el sistema de datos personales "Domicilio de Solicitante y Titulares de Concesiones Mineras", con fundamento en la Ley Minera y cuya finalidad es recabar el domicilio de los solicitantes de Concesiones Mineras para notificarles diversas resoluciones de carácter legal de la Normatividad Minera, el cual fue registrado en el listado de sistemas de datos personales ante el Instituto Federal de Acceso a la Información y Protección de Datos (www.ifai.org.mx), y podrán ser transmitidos a servicios de mensajería, con la finalidad de enviar notificaciones diversas al solicitante de conformidad con la Normatividad Minera, además de otras transmisiones previstas en la Ley. La Unidad Administrativa responsable del Sistema de datos personales es la Dirección General de Regulación Minera, y la dirección donde el interesado podrá ejercer los derechos de acceso y corrección ante la misma es la Unidad de Enlace de la Secretaría de Economía, con domicilio en Alfonso Reyes No. 30, planta baja, colonia Hipódromo Condesa, C.P. 1030, México, D.F., teléfono: 57299100, extensión 11327, correo electrónico contacto@economia.gob.mx. Lo anterior se informa en cumplimiento del decimoséptimo de los Lineamientos de Protección de Datos Personales publicados en el Diario Oficial de la Federación el 30 de septiembre de 2005.

Trámite al que corresponde la forma: Informe para comprobar la ejecución de las obras y trabajos de exploración o de explotación.

Número de Registro Federal de Trámites y Servicios: SE-10-019

Fecha de autorización de la forma por parte de la Oficialía Mayor: 02/02/2011

Fecha de autorización de la forma por parte de la Comisión Federal de Mejora Regulatoria:

Fundamento jurídico-administrativo:

- Artículos 7º, fracción XII, , 27, fracción I, 28 al 31 y 55 fracción II de la Ley Minera (DOF 26 de junio de 1992, reforma 24 de diciembre de 1996), y
- Artículos 69 a 72 del Reglamento de la Ley Minera (DOF 15 de febrero de 1999).

Documentos anexos:

- Declaración por escrito bajo protesta de decir verdad de la imposibilidad técnica o incosteabilidad económica de llevar a cabo las obras y trabajos de exploración y explotación, de ser el caso.
- Copia certificada de la resolución o autorización respectiva, en el caso de huelga o suspensión temporal de las relaciones de trabajo.
- Copia certificada de la resolución judicial correspondiente o testimonio notarial de radicación de la sucesión y aceptación del albacea, en el caso de suspensión de pagos, quiebra, embargo o fallecimiento del concesionario sin que exista albacea por un plazo máximo de dos años siguientes al deceso.
- Certificación notarial o de autoridad con fe pública que consigne los hechos, en el supuesto de explosión, derrumbe, incendio, inundación, terremoto, disturbio o cualquier otra causa de fuerza mayor.
- Carta poder ratificada ante fedatario público o instrumento público, o exhibir copia de la constancia de acreditamiento de personalidad expedida por la Unidad de Asuntos Jurídicos de SE, o indicar en el momento de su presentación la clave de R.F.C. de la persona acreditada ante SE en dicho registro.

Tiempo de respuesta:

- El trámite no requiere de resolución, dado que tiene la naturaleza de un aviso.
- Cuando el trámite no contenga los datos o no cumpla con los requisitos previstos, se prevendrá al interesado, por escrito, para que dentro del término de 21 días hábiles, contado a partir del oficio de notificación, presente las aclaraciones, datos faltantes o la documentación comprobatoria que acredite la inversión realizada o el mineral obtenido. Transcurrido este plazo sin desahogar la prevención, se tendrá por no presentado el informe de comprobación y la Secretaría iniciará la cancelación de la concesión respectiva o de aquellas incorporadas al agrupamiento.
- La prevención de información faltante deberá hacerse dentro de un plazo de 30 días hábiles, contado a partir de la recepción del informe de comprobación respectivo. Una vez transcurrido dicho plazo sin que la Secretaría efectúe tal prevención, se tendrá por presentado el informe sin perjuicio de la Facultad de Secretaría de verificar la ejecución de dichas obras y trabajos.

Número telefónico del responsable del trámite para consultas: 52-02-90-44 **fax:** 52-02-24-81

Número telefónico para quejas:

Órgano Interno de Control en la SE:

5629-95-52 (directo)

5629-95-00 (conmutador)

Extensiones: 21200, 21210, 21212, 21214 y 21219

Con horario de atención de Lunes a Viernes de 9:00 a 18:00 horas

Correo Electrónico: atencion.ciudadanaoic@economia.gob.mx

Centro de Contacto Ciudadano:

En el Distrito Federal: 2000-3000. Ext. 2164

Correo electrónico: contactociudadano@funcionpublica.gob.mx

DIRECCIÓN GENERAL DE REGULACIÓN MINERA
INFORME PARA COMPROBAR LA EJECUCIÓN DE LAS OBRAS Y TRABAJOS DE EXPLORACIÓN O DE EXPLOTACIÓN



Antes de llenar esta forma, lea las consideraciones generales al reverso.
 En caso de contar con la constancia de acreditamiento de personalidad, no será necesario llenar los campos marcados con asterisco (*)

USO EXCLUSIVO DE SE
 No. de folio:
 Fecha de recepción:

A R E 1 1 0 8 0 5 5 F 9
 1.-Registro Federal de Contribuyentes

Exploración Explotación

 2.-Clave Única de Registro de Población
 (Llenar en caso de ser Persona Física)

I DATOS GENERALES DEL TITULAR DE LA CONCESIÓN MINERA O DE QUIEN LLEVE A CABO LAS OBRAS Y TRABAJOS DE EXPLORACIÓN O DE EXPLOTACIÓN MEDIANTE CONTRATO

3. Nombre de la persona física o moral(*):

4. Correo Electrónico(*):

5. Teléfono(*): 6. Fax:

II DATOS DEL REPRESENTANTE LEGAL, DE SER EL CASO

7. Nombre(*):

8. Domicilio (*):

9. Teléfono / Fax (*): 10. RUPA:

11. Correo Electrónico (*):

III DATOS DE INSCRIPCIÓN EN EL REGISTRO DEL ACTO, CONTRATO O CONVENIO POR EL QUE SE TRANSMITIERON LOS DERECHOS QUE DERIVAN DE LA CONCESIÓN, DE SER EL CASO

12. Inscripción:

Acta Volumen Libro Fecha

IV DATOS GENERALES DEL LOTE O DE AQUEL QUE ENCABECE EL AGRUPAMIENTO

13. Nombre: 14. Número del Título

V PERÍODO POR COMPROBAR

15. Del al

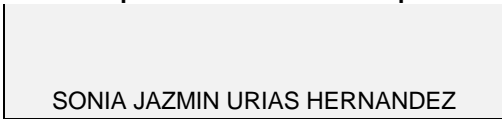
VI IMPORTE DESGLOSADO DE LA INVERSIÓN EFECTUADA, DEL VALOR DE FACTURACIÓN O LIQUIDACIÓN DE LA PRODUCCIÓN OBTENIDA O INDICACIÓN DE LA CAUSA QUE MOTIVO LA SUSPENSIÓN TEMPORAL DE LAS OBRAS O TRABAJOS

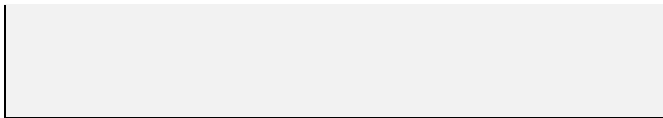


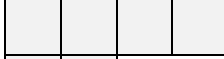

16. Importe desglosado de la inversión efectuada:		MONTO
16.1	Obras mineras directas y todas aquellas que contribuyan al conocimiento geológico del lote o la cubicación de reservas.	0
16.2	Perforaciones.	0
16.3	Levantamientos topográficos, fotogramétricos y geodésicos.	0
16.4	Levantamientos geológicos, geofísicos y geoquímicos.	0
16.5	Análisis físico-químicos.	0
16.6	Pruebas de experimentación metalúrgica.	0
16.7	Desarrollo y rehabilitación de obras mineras.	0
16.8	Adquisición, arrendamiento y mantenimiento de equipos para perforación y desarrollo de obras mineras.	0
16.9	Adquisición, arrendamiento y mantenimiento de equipos de laboratorio físico-químicos y de investigación metalúrgica.	0
16.10	Adquisición, arrendamiento y mantenimiento de vehículos de trabajo y para la transportación del personal.	0
16.11	Obras y equipos destinados a la seguridad en el trabajo y a la prevención de la contaminación o la recuperación del medio ambiente.	0
16.12	Instalaciones de almacenes, oficinas, talleres, campamentos, casas-habitación y servicios a los trabajadores.	0
16.13	Adquisición, arrendamiento, construcción y mantenimiento de obras y equipos relacionados con vías de acceso, generación y conducción de energía eléctrica, extracción, conducción y almacenamiento de agua e infraestructura en general.	0
16.14	Adquisición, arrendamiento y mantenimiento de equipo para minado, acarreo y servicios generales de mina.	0
16.15	Adquisición, arrendamiento, instalación y mantenimiento de equipo para operaciones de beneficio y presas de jales.	0
Total		0
17.	O, en su caso, importe del valor de facturación o liquidación de la producción obtenida, o	
18.	Causa que motivó la suspensión temporal de las obras y trabajos:	
18.1	Imposibilidad técnica o incosteabilidad económica de llevar a cabo las obras y trabajos de exploración y explotación.	<input checked="" type="checkbox"/>
18.2	Huelga. Suspensión temporal de las relaciones de trabajo	<input type="checkbox"/>
18.3	Suspensión de pagos. Quiebra. Embargo. Fallecimiento del concesionario sin que exista albacea por un plazo máximo de dos años siguientes al deceso.	<input type="checkbox"/>
18.4	Explosión. Derrumbe. Incendio. Inundación. Terremoto. Disturbio. Otra de fuerza mayor.	<input type="checkbox"/>

VII EXCEDENTE POR APLICAR DE COMPROBACIONES ANTERIORES Y SU ACTUALIZACIÓN; Y MONTO POR APLICAR DE COMPROBACIONES SUBSECUENTES, LO ANTERIOR DE CONFORMIDAD CON EL ARTÍCULO 69 FRACCIONES V Y VI DEL REGLAMENTO	
19.	Excedente por aplicar y su actualización :
	MONTO
19.1	Excedente por aplicar de comprobaciones anteriores:
	Entre valor del índice de precios al consumidor del mes de octubre del año inmediato anterior
	Por valor del índice de precios al consumidor del mes de octubre del año que se comprueba
19.2	Actualización del excedente por aplicar
19.3	Importe total de la inversión efectuada
19.4	Total comprobado (17.2 + 17.3)
19.5	Monto mínimo por comprobar
19.6	Monto por aplicar en comprobaciones subsecuentes (16.4 – 16.5)

VIII PRIMAS POR DESCUBRIMIENTO CUBIERTAS AL CONSEJO DE RECURSOS MINERALES (en caso de concesiones otorgadas mediante concurso)	
20.	PRIMER SEMESTRE:
	SEGUNDO SEMESTRE:
	FECHAS DE PAGO:
	FECHAS DE PAGO:
	NO. DE COMPROBANTES
	NO. DE COMPROBANTES

Manifiesto bajo protesta de decir verdad, que los datos asentados en el presente informe son ciertos y verificables en cualquier momento por las autoridades competentes.


 SONIA JAZMIN URIAS HERNANDEZ
 Firma del solicitante o de su Representante Legal

PARA USO EXCLUSIVO DE SE	
SELLO DE LA SECRETARÍA	
 NOMBRE Y FIRMA DEL TITULAR DE LA UNIDAD RECEPTORA	No. DE REGISTRO  FECHA  HORA  NO. DE TANTOS 

Consideraciones generales para su llenado:

- Esta forma es de libre reproducción.
- Debe llenarse a máquina o a mano con letra de molde legible.
- Debe presentarse en original y dos copias, una para el acuse de recibo.
- Se deben respetar las áreas destinadas para uso exclusivo de SE.
- La firma del solicitante debe ser autógrafa en cada solicitud.
- Los datos de teléfono y fax/correo electrónico son opcionales.
- **El inciso 16 del punto VI de este formato sólo lo deberán llenar, en su caso, los informes para comprobar la ejecución de las obras y trabajos de explotación.**
- **Se tendrán por presentados los informes para comprobar la ejecución de las obras y trabajos de exploración y de explotación de aquellas personas que, como titulares o cotitulares de concesiones mineras o de los derechos que de ellas deriven, amparen una superficie en conjunto de hasta mil hectáreas, sin perjuicio de la facultad de la Secretaría de verificar la ejecución de dichas obras y trabajos.**
- Los documentos oficiales que se presenten con alteraciones, raspaduras o enmendaduras no tendrán validez alguna.
- Se anexarán las hojas necesarias para la información que se requiera, en su caso.
- En caso de contar con la constancia de acreditamiento de personalidad no se deberán requisitar los siguientes datos: Nombre o razón social, domicilio, teléfono, fax y nombre del representante legal; ni se deberá presentar ningún otro documento relativo a la comprobación de la personalidad.
- Debe presentarse en la ventanilla de recepción y entrega de documentos de la Subdirección de Control Documental de la Dirección General de Regulación Minera, sita en Calle Acueducto número 4, Col. Reforma Social, C.P. 11650, planta baja, o bien en la Delegación Federal de SE correspondiente a la jurisdicción del lote minero, de lunes a viernes de 9:00 a 14:00 horas.
- Todo documento original podrá acompañarse de copia simple, para cotejo, caso en el que se le regresará al interesado el documento original.

Protección de Datos Personales

- Los datos personales recabados serán protegidos y serán incorporados y tratados en el sistema de datos personales "Domicilio de Solicitante y Titulares de Concesiones Mineras", con fundamento en la Ley Minera y cuya finalidad es recabar el domicilio de los solicitantes de Concesiones Mineras para notificarles diversas resoluciones de carácter legal de la Normatividad Minera, el cual fue registrado en el listado de sistemas de datos personales ante el Instituto Federal de Acceso a la Información y Protección de Datos (www.ifai.org.mx), y podrán ser transmitidos a servicios de mensajería, con la finalidad de enviar notificaciones diversas al solicitante de conformidad con la Normatividad Minera, además de otras transmisiones previstas en la Ley. La Unidad Administrativa responsable del Sistema de datos personales es la Dirección General de Regulación Minera, y la dirección donde el interesado podrá ejercer los derechos de acceso y corrección ante la misma es la Unidad de Enlace de la Secretaría de Economía, con domicilio en Alfonso Reyes No. 30, planta baja, colonia Hipódromo Condesa, C.P. 1030, México, D.F., teléfono: 57299100, extensión 11327, correo electrónico contacto@economia.gob.mx. Lo anterior se informa en cumplimiento del decimoséptimo de los Lineamientos de Protección de Datos Personales publicados en el Diario Oficial de la Federación el 30 de septiembre de 2005.

Trámite al que corresponde la forma: Informe para comprobar la ejecución de las obras y trabajos de exploración o de explotación.

Número de Registro Federal de Trámites y Servicios: SE-10-019

Fecha de autorización de la forma por parte de la Oficialía Mayor: 02/02/2011

Fecha de autorización de la forma por parte de la Comisión Federal de Mejora Regulatoria:

Fundamento jurídico-administrativo:

- Artículos 7º, fracción XII, , 27, fracción I, 28 al 31 y 55 fracción II de la Ley Minera (DOF 26 de junio de 1992, reforma 24 de diciembre de 1996), y
- Artículos 69 a 72 del Reglamento de la Ley Minera (DOF 15 de febrero de 1999).

Documentos anexos:

- Declaración por escrito bajo protesta de decir verdad de la imposibilidad técnica o incosteabilidad económica de llevar a cabo las obras y trabajos de exploración y explotación, de ser el caso.
- Copia certificada de la resolución o autorización respectiva, en el caso de huelga o suspensión temporal de las relaciones de trabajo.
- Copia certificada de la resolución judicial correspondiente o testimonio notarial de radicación de la sucesión y aceptación del albacea, en el caso de suspensión de pagos, quiebra, embargo o fallecimiento del concesionario sin que exista albacea por un plazo máximo de dos años siguientes al deceso.
- Certificación notarial o de autoridad con fe pública que consigne los hechos, en el supuesto de explosión, derrumbe, incendio, inundación, terremoto, disturbio o cualquier otra causa de fuerza mayor.
- Carta poder ratificada ante fedatario público o instrumento público, o exhibir copia de la constancia de acreditamiento de personalidad expedida por la Unidad de Asuntos Jurídicos de SE, o indicar en el momento de su presentación la clave de R.F.C. de la persona acreditada ante SE en dicho registro.

Tiempo de respuesta:

- El trámite no requiere de resolución, dado que tiene la naturaleza de un aviso.
- Cuando el trámite no contenga los datos o no cumpla con los requisitos previstos, se prevendrá al interesado, por escrito, para que dentro del término de 21 días hábiles, contado a partir del oficio de notificación, presente las aclaraciones, datos faltantes o la documentación comprobatoria que acredite la inversión realizada o el mineral obtenido. Transcurrido este plazo sin desahogar la prevención, se tendrá por no presentado el informe de comprobación y la Secretaría iniciará la cancelación de la concesión respectiva o de aquellas incorporadas al agrupamiento.
- La prevención de información faltante deberá hacerse dentro de un plazo de 30 días hábiles, contado a partir de la recepción del informe de comprobación respectivo. Una vez transcurrido dicho plazo sin que la Secretaría efectúe tal prevención, se tendrá por presentado el informe sin perjuicio de la Facultad de Secretaría de verificar la ejecución de dichas obras y trabajos.

Número telefónico del responsable del trámite para consultas: 52-02-90-44 **fax:** 52-02-24-81

Número telefónico para quejas:

Órgano Interno de Control en la SE:

5629-95-52 (directo)

5629-95-00 (conmutador)

Extensiones: 21200, 21210, 21212, 21214 y 21219

Con horario de atención de Lunes a Viernes de 9:00 a 18:00 horas

Correo Electrónico: atencion.ciudadanaoic@economia.gob.mx

Centro de Contacto Ciudadano:

En el Distrito Federal: 2000-3000. Ext. 2164

Correo electrónico: contactociudadano@funcionpublica.gob.mx

APPENDIX 11

Amended Technology License Agreement

AMENDED TECHNOLOGY LICENSE AGREEMENT

THIS AGREEMENT is made as of the 25th day of May 2016

BETWEEN:

CVMR CORPORATION, a corporation incorporated under the laws of Canada, with its registered office at 35 Kenhar Drive, Toronto, Canada (hereinafter referred to as the "Licensor"

And

AUXICO RESOURCES CANADA INC, a corporation incorporated under the laws of Canada, with its registered office at 230 Notre Dame Street West, Montreal, Quebec H2Y 1T3
(hereinafter referred to as the "Licensee")

Whereas the Licensee is engaged in the business of mining and refining of metallurgical elements;

And whereas the Licensor holds all rights, title and interest in the Process and Technology, as defined below, and certain related know-how with respect to the refining of metals utilizing a vapour metallurgical refining process, such Process and Technology and know-how, defined below as the "Licensed Technology";


And whereas the Licensor has agreed to grant to the Licensee the right and license to use the Licensed Technology for the Territory, as defined below, on the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged by the Parties, the Parties agree as follows:

1. Definitions

In this Agreement, unless the context dictates otherwise, the following terms shall have the following meanings:

- (a) "Acceptable GAAP" means the International Reporting Standards adopted by the International Accounting Standards Board, as amended from time to time;

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- (b) "Affiliate" means any corporation, firm, partnership or other entity, which directly or indirectly owns, is owned by or is under common ownership with a Party to this Agreement to the extent of at least fifty-one percent (51%) of the equity having the power to vote or direct the affairs of the entity;
- (c) "Agreement " means this agreement, including all schedules attached hereto which are hereby incorporated as an integral part of this agreement, and all amendments hereto, as agreed by the Parties in writing;
- (d) "Business Day" shall mean any day other than a Saturday, Sunday or a statutory holiday observed in the Province of Ontario, Canada;
- (e) "Communication " means any notice, demand, request, consent, approval or other communication which is required or permitted by this Agreement to be given or made by a Party;
- (f) "Dollars" means US dollars;
- (g) "EBITDA" means Earnings of the Licensee for the applicable period before interest, taxes, depreciation and amortization determined in accordance with Acceptable GAAP,.
- (h) "Effective Date" means the date first written above;
- (i) "Improvements" means any and all enhancements, changes, corrections, improvements, translations, derivative works, adaptations, revisions, developments, upgrades or updates in respect of the Licensed Technology that are owned by the Licensor or Licensor's Affiliate as of the Effective Date or at any time thereafter, whether patentable or not;
- (j) "Intellectual Property" means: trade-marks, service marks, certification marks, official marks, trade names, trade dress, distinguishing guises and other distinguishing features used in connection with wares or services, whether or not registered or the subject of an application for registration and whether or not registrable, and associated goodwill; inventions, processes, articles of manufacture, compositions of matter, business methods, formulae, developments and improvements, whether or not patented or the subject of an application for patent and whether or not patentable, methods and processes for making any of them, and related documentation (whether in written or electronic form) and know-how; software in source code or object code form, documentation , literary works, pictorial works, sound recordings, including their content, and any compilations of any of them, whether or not registered or the subject of an

application for registration and whether or not registrable; domain names, whether registered primary domain names or secondary or other higher level domain names; industrial designs and all variants of industrial designs, whether or not registered or the subject of an application for registration and whether or not registrable; and trade secrets, technical expertise, and research data and other confidential information;

- (k) "License" means the non-exclusive right and license to use the Licensed Technology granted to the Licensee in section 2 hereof;
- (l) "Licensed Technology" means the Process and Technology, Technical Information and Improvements as defined in Appendix A; including any new applications directly related to the Licensed Technology only where such technology can be used for a Permitted Use by Licensee;
- (m) "Process and Technology" means the Process and Technology that will be used and identified as such by their description and application or which have been or come to be owned or filed as patents by or on behalf of Licensor.
- (n) "Territory" means The Federal Republic of United Mexican States ;
- (o) "Party" means the Licensor or the Licensee and "Parties" means both of them, as the context dictates;
- (p) "Technical Information" means all process know-how and data that is directly related to the Process and Technology that are in, or come into, the possession and control of Licensor;
- (m) "Transferee" has the meaning given to this term in Section 4.1;
- (n) "Use" or "Permitted Use" means the utilization of the Licensed Technology, or any portion thereof, by the Licensee at the production facility of the Licensee in the Territory for the purpose of operating such facility.

2. Grant of License

The Licensor hereby grants to the Licensee, and the Licensee hereby accepts, upon the terms and conditions specified herein, the License, to Use the Licensed Technology in the Territory for the transformation of copper, silver and gold concentrates into metal powders as set forth in this Agreement.

3. Sublicenses

Licensee may not assign, transfer or sub-license the Licensed Technology granted to Licensee hereunder.

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4. Access to Information

The Licensor hereby grants to the Licensee, and the Licensee hereby accepts, upon the terms and conditions hereinafter specified, on and after the Effective Date, a right of access to all Licensed Technology that may exist at any time. The Licensor agrees to promptly disclose to the Licensee any and all such Licensed Technology. All such disclosures shall be subject to Licensee executing Licensor's non-disclosure agreement on commercially reasonable terms and conditions with respect to such Licensed Technology.

5. Access to advice

The Licensor shall make reasonably available to the Licensee technical personnel at the request and expense of the Licensee to further instruct the Licensee in the Use of any Improvements from time to time.

6. Royalty and Transfer of Technology Fee

- (1) Licensee shall pay to the Licensor during the Term of the License a Royalty, payable in US Dollars, equal to fifty (50%) per cent of EBITDA from the transformation of concentrates into metal powders, specifically copper, silver, gold. This Royalty will apply to all properties held by the Licensee that will use the Licensed Technology in the Territory.
- (2) In addition to the Royalty provided in subparagraph (1), the Licensee shall pay the Licensor a one time license fee of seven million US Dollars (US\$7,000,000) twelve (12) months after the initial production of metal powders by Licensee for the use of the Licensed Technology at minimum rate of five (5) tonnes per day for 250 days a year.
- (3) Within 30 days following the end of each calendar quarter ending on March 31, June 30, September 30 and December 31 during the Term of the License (a "Payment Period"), commencing with the first Payment Period ending following the Effective Date, Licensee or its agent shall deliver to the Licensor a written statement (the "Royalty Statement") showing the EBITDA during such quarter and the Royalty payable in respect of such EBITDA, which amount shall not be reduced as the result of Licensee or its agent extending deferred payment terms to any of its customers or the failure or inability of Licensee or its agent to collect any amount owing by any of Licensee's customers.
- (4) Within ten (10) days following delivery of the Royalty Statement, Licensee or its agent shall pay the Royalty payable in respect of such Payment Period as shown on the Royalty Statement by wire transfer to the Licensor's bank account as instructed from time to time by the Licensor. If Licensee or its agent fails to make payment to



the Licensor within such time period, Licensee shall be liable to pay interest to the Licensor on such unpaid amounts from the due date to the date of payment in full of such delayed payment at a rate equal to the announced lending rate, from time to time, of The Barclays Bank of U.K. for prime commercial loans made in London, England plus 5%, computed on a daily basis.

- (5) Licensor shall have the right, at its expense, to audit all records of Licensee relevant to the calculation of any Royalty made under this Agreement. Licensor may conduct such audits during Licensee's normal business hours upon not less than two (2) Business Days prior written notice to Licensee. If such audit discloses any error in the calculation of the Royalty or other payments for any Payment Period, a corresponding adjustment shall be made to the Royalty or other calculation for that Payment Period. If such audit discloses that additional Royalty amounts were due and owing in respect of such Payment Period, Licensee shall pay such additional amounts to Licensor within thirty (30) days of delivery to Licensee of the Licensor's invoice in respect thereof. In the event that any such audit discloses that the amount paid in respect of any period is less than 90% of the amount payable in accordance with the terms of this Agreement, the cost of such audit shall be payable by the Licensee.

7. Representations

- (a) Licensor makes no warranty or representation of any kind whatsoever, express or implied, with respect to the Licensed Technology except those clearly set out in this Section 7.
- (b) Licensor covenants, represents and warrants that it will use commercially reasonable efforts to maintain the Licensed Process and Technology up to date and if patented to maintain such patents in those patent offices in which such applications are filed, where commercially reasonable to do so;
- (c) Licensor covenants and agrees that it has the right to grant the rights and licenses being granted by it herein.

8. Infringement of Licensed Technology

- (a) Licensee shall have no right to institute any action or suit against third parties for infringement of any portion of the Licensed Technology without the prior written approval of Licensor, which approval will not be unreasonably withheld. If Licensee institutes such action or suit with Licensor's prior written approval, Licensor shall provide all reasonable assistance as Licensee shall request at Licensee's expense.
- (b) Licensee agrees to notify Licensor promptly in writing of any infringement or

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suspected infringement of any Licensed Technology by any other person or entity that comes to Licensee's attention. Licensor will, at all times at which it is commercially reasonable to do so, institute and prosecute any action or proceeding against third parties for or by reason of any unlawful infringing of the rights granted to Licensee by this Agreement of which Licensor becomes aware, and Licensee shall provide all reasonable assistance as Licensor shall request, at Licensor's expense.

9. Indemnification by Licensor

- a. Licensor hereby covenants and agrees to indemnify and save harmless Licensee and its directors, officers, employees, shareholders and agents (collectively the "Indemnified Parties" and individually "Indemnified Party") from and against all damages, claims, actions, complaints, losses (other than loss of profits), liabilities, costs and expenses (including reasonable legal fees and disbursements) to which an Indemnified Party may suffer or incur, caused by or arising from any suit, proceeding or dispute arising from the Licensor breaching any of its representations, warranties or covenants in section 7 hereof.
- b. Licensor shall have no obligation or liability to Licensee under Section 9 (a) if Licensor is not:
 - (a) promptly notified in writing of any such claim;
 - (b) given the sole right and authority to control and direct the investigation, preparation, defense and settlement of such claim, including but not limited to the selection of counsel; and
 - (c) given full reasonable assistance and cooperation by Licensee in such defense and settlement.
- c. Licensor shall have no obligation or liability to Licensee under section 9(a) to the extent that any such claim arises from any modification of the Licensed Technology, other than by or approved by the Licensor, if such claim would have been avoided by use of the unmodified Licensed Technology.

10. Indemnification by Licensee

Licensee hereby covenants and agrees to indemnify and save harmless Licensor and its Affiliates and licensees and each of their respective directors, officers, employees, shareholders and agents (collectively, the "Licensor Indemnified Parties" and individually, a "Licensor Indemnified Party") from and against all damages, claims, actions, complaints, losses (other than loss of profits), liabilities, costs and expenses (including reasonable legal fees and disbursements) to which the Licensor Indemnified

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Parties or any Licensor Indemnified Party may be subject or which any Licensor Indemnified Party may suffer or incur, caused by or arising from any suit, proceeding or dispute arising from Licensee breaching any of the terms or conditions of this Agreement.

11. Confidentiality

- (a) The Licensee acknowledges the proprietary right of the Licensor to the Licensed Technology disclosed to it pursuant to this Agreement and, subject to Licensee's limited rights in Section 4, covenants with the Licensor to use reasonable efforts to keep confidential all information with respect to the Licensed Technology disclosed to it pursuant to this Agreement, such efforts to be no less stringent than the efforts Licensee uses to keep its own technical information confidential. The covenant of the Licensee in this paragraph shall survive the termination of this Agreement and shall endure in respect of and as long as such information shall not be generally known to one skilled in the art. All information with respect to the Licensed Technology in the possession or control of the Licensee, unless otherwise specified in writing, will remain the property of Licensor, and will be promptly destroyed by Licensee upon termination of this Agreement.
- (b) Neither party will make any public announcement concerning the Transaction or the related negotiations without the other party's prior written approval of such announcement, except as may be required by law. Where such an announcement is required by law, the party required to make the announcement will provide to the other party a copy of the proposed announcement and will make reasonable efforts to obtain the other party's approval of the announcement, which approval shall not be unreasonably withheld.
- (c) Each party will keep confidential and will not disclose and will otherwise retain in strictest confidence this agreement and the terms thereof and will use no less than the same degree of care to maintain such confidentiality as it uses to protect its own trade secrets and confidential information provided, however that either party may disclose the terms of the agreement to its directors and senior officers, to the extent required for the purpose of completing the transaction and carrying out such party's obligations thereunder.

12. Non-exclusive License

The Licensee acknowledges that the License is not exclusive and that the Licensor be entitled to exercise its rights in and to exploit the Licensed Technology in the Territory and to transfer, assign or license the Licensed Technology, in whole or in part, or in

any other way permit any third party, other than the Licensee or its Affiliates to use the Licensed Technology in the Territory.

13. Term

The term of this Agreement shall commence on the Effective Date and, subject to sections 14 and 15 below, continue thereafter for twenty (20) years.

14. Termination by Licensor

- (a) If the Licensee shall be in default of any of its obligations under this Agreement, the Licensor may issue a notice in writing of such default and on failure of the Licensee to remedy or cause such default to be remedied within 30 days after the issuance of such notice, the Licensor may at its option terminate this Agreement by notifying the Licensee in writing of its election to do so; and
- (b) The Licensor may at its option at any time terminate this Agreement by notifying the Licensee in writing of its election to do so in the event that the Licensee fails within a period of two (2) years from the Effective Date to commission a refinery to utilize the Licensed Technology as contemplated by this Agreement.

15. Termination by Licensee

This Agreement may be terminated at any time by the Licensee on 180 day's prior written notice to the Licensor at which time the Licensee will cease and desist from further use of the Licensed Technology.

16. Notices

Any communication which is required or permitted to be given or made by one Party to the other hereunder shall be in writing and shall be either personally delivered to such Party or sent by electronic or facsimile transmission to the following address:

- (a) to the Licensor at:
35 Kenhar Drive,
Toronto, Ontario, Canada
M9L 1M9

Attention:
Kamran M. Khozan
Email: khozan@cvmr.ca or
khozan7@gmail.com



Facsimile: +1 416 7434193

- (b) to the Licensee at:
230 Notre Dame Street West,
Montreal, Quebec, Canada
H2Y 1T3

Attention:
Pierre Gauthier
Email: gauts70@hotmail.com

Facsimile: +1 (514) 299-0881

or at such other address as any Party may from time to time advise the other by notice in writing. Any communication given by personal delivery shall be deemed to have been received on the date of delivery if received by 6:00 p.m. on a Business Day and otherwise on the next following Business Day. Any Communication sent by electronic or facsimile transmission shall be deemed to have been received on the date of transmission if transmission is confirmed by 6:00 p.m. on a Business Day and otherwise on the next following Business Day.

17. Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written of the Parties with respect thereto, and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof except as specifically set forth in this Agreement.

18. Governing Law

This Agreement and the rights of Licensor and of Licensee hereunder will be interpreted, governed, construed, applied and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, regardless of applicable conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to any transactions under this Agreement.

19. Amendment and Waiver

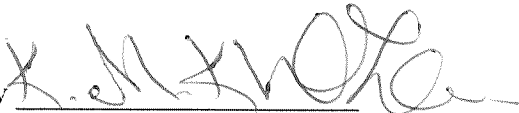
No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the Party to be bound. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision (regardless whether similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

20. The foregoing Agreement amends and replaces the agreement between the same Parties with respect to granting of License for the Territory dated 25 February 2016.

IN WITNESS WHEREOF the parties have caused their duly authorized officers to execute this Agreement as of the effective date.

CVMR CORPORATION


AUXICO RESOURCES CANADA INC

By 


Kamran M. Khozan
Chairman & CEO

By 

Pierre Gauthier
President & CEO

Witness: 

SYDNEY LU

Witness: 

SYDNEY LU

APPENDIX "A"

CVMR Corp.'s Patents used in conjunction with the Technology for refining of Gold and Silver:

Country Based IT Case Ref.	Official Registration Number
55340742-22CN	200510022921.9
55340742-27ZA	2005/09421
55340742-43AU	2005234712
55340742-4CA	2525466
55340742-4HK	7113773.9
55340742-3CA	2411796
55340742-3GB	2395203
55340742-3US	7044995 B2
55340742-3ZA	2003/8460
55340742-8AU	2003257930

Process and Technology:

CVMR®'s Process and Technology as referred to in this Agreement use nickel as Metal Collector to collect gold and silver from ores and other gold and silver bearing feed sources and thus concentrate gold and silver. The Metal Collector liberates the micrometric gold and silver particles from the feed source's mineral assemblage and concentrates them. After concentrating the gold and silver CVMR®'s proprietary Carbonyl Technology will refine the nickel to nickel premium products. As a result gold and silver concentration will increase several folds. Finally, gold and silver will be refined to gold and silver metals using CVMR®'s Precious Metal refining Technology.

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