

TOREX GOLD RESOURCES INC.
INCENTIVE STOCK OPTION PLAN

ARTICLE I
INTRODUCTION

1.1 Purpose of Plan

The purpose of the Plan is to secure for the Company and its shareholders the benefits of incentives inherent in the share ownership by the directors, key employees and consultants of the Company and its Subsidiaries who, in the judgment of the Board, will be largely responsible for its future growth and success. It is generally recognized that a stock option plan of the nature provided for herein aids in retaining and encouraging employees and directors of exceptional ability because of the opportunity offered to them to acquire a proprietary interest in the Company.

1.2 Definitions

- (a) “Associate” has the meaning ascribed thereto in the Securities Act.
- (b) “Board” means the board of directors of the Company, or any committee of the board of directors to which the duties of the board of directors hereunder are delegated.
- (c) “Cashless Exercise Right” has the meaning ascribed thereto in Section 2.7(b).
- (d) “Company” means Torex Gold Resources Inc., a company continued under the laws of Ontario.
- (e) “Consultant” means a person providing consulting services to the Company or any of its Subsidiaries.
- (f) “Consultant Company” means for an individual Consultant, a company or partnership of which the individual is an employee, shareholder or partner.
- (g) “Director” means a director of the Company or any of its Subsidiaries.
- (h) “Eligible Person” means any Employee, Director or Consultant of the Company or any of its Subsidiaries.
- (i) “Exchange” means the Toronto Stock Exchange or any other stock exchange on which the Shares are listed.
- (j) “In-The-Money Amount” has the meaning ascribed thereto in Section 1.2(m).
- (k) “Insider” of the Company means a Participant who is an “insider” of the Company as such term is defined in the Securities Act, and also includes associates and affiliates of the Insider;

- (l) “Market Price” means the greater of: (i) the volume-weighted average trading price of the Shares on the Exchange, or another stock exchange where the majority of the trading volume and value of the Shares occurs, for the five trading days ending on the day immediately preceding the relevant date; and (ii) the closing price of the Shares on the Exchange, or another stock exchange where the majority of the trading volume and value of the Shares occurs, on the day immediately preceding the relevant date.
- (m) “Net Number of Shares” means in respect of Options in relation to which the Optionee has exercised the Cashless Exercise Right pursuant to Section 2.7(b)(i), the number of Shares calculated in accordance with the following formula:

$$\text{Net Number of Shares} = \frac{\text{In-The-Money Amount}}{\text{MP}}$$

Where:

In-The-Money Amount is equal to $(A \times \text{MP}) - (A \times \text{EP})$

A is the total number of Shares in respect of which the Optionee has surrendered Options pursuant to the Cashless Exercise Right

MP is the Market Price

EP is the exercise price of the Options surrendered

- (n) “Option” means an option granted under the terms of the Plan.
- (o) “Option Commitment” means the notice of grant of an Option delivered by the Company hereunder to an Optionee and substantially in the form of Exhibit A hereto.
- (p) “Option Period” means the period during which an Option may be exercised.
- (q) “Optionee” means a Participant to whom an Option has been granted under the terms of the Plan.
- (r) “Participant” means, in respect of the Plan, an Optionee who elects to participate in the Plan.
- (s) “Plan” means this Incentive Stock Option Plan established and operated pursuant to Article II hereof.
- (t) “Securities Act” means the *Securities Act* (Ontario), as amended from time to time.

- (u) “Share Compensation Arrangement” means the Plan described herein and any other security based compensation arrangements implemented by the Company including stock options, other stock option plans, employee stock purchase plans, share distribution plans, stock appreciation rights, restricted share unit plans or any other compensation or incentive mechanism involving the issuance or potential issuance of Shares of the Company.
- (v) “Shares” means the common shares of the Company.
- (w) “Subsidiary” has the meaning ascribed thereto in the Securities Act.
- (x) “Tax Act” means the *Income Tax Act* (Canada).
- (y) “Tax Obligation” means the amount equal to the Company’s applicable withholding obligation.

ARTICLE II STOCK OPTION PLAN

2.1 Participation

Options to purchase Shares may be granted hereunder to Eligible Persons.

2.2 Determination of Option Recipients

The Board shall make all necessary or desirable determinations regarding the granting of Options to Eligible Persons and may take into consideration the present and potential contributions of a particular Eligible Person to the success of the Company and any other factors which it may deem proper and relevant.

2.3 Exercise Price

The exercise price per Share shall be determined by the Board at the time the Option is granted, but, in any event, shall not be less than the closing price of the Shares on the Exchange on the trading day immediately preceding the day of the grant of the Option.

2.4 Grant of Options

The Board may at any time authorize the granting of Options to such Eligible Persons as it may select for the number of Shares that it shall designate, subject to the provisions of the Plan. A director of the Company to whom an Option may be granted shall not participate in the decision of the Board to grant such Option. The date of each grant of Options shall be determined by the Board when the grant is authorized.

2.5 Option Commitment

Each Option granted to an Optionee shall be evidenced by an Option Commitment detailing the terms of the Option and upon delivery of the Option Commitment to the Optionee by the Company the Optionee shall have the right to purchase the Shares underlying the Option at the exercise price set out therein, subject to any provisions as to the vesting of the Option.

2.6 Terms of Options

The periods within which Options may be exercised and the number of Shares which may be issuable upon the exercise of Options in any such period shall be determined by the Board at the time of granting the Options provided, however, that all Options must be exercisable during a period not extending beyond five years from the date of the Option grant.

Notwithstanding the foregoing, in the event that the expiry of an Option Period falls within, or within two (2) days of, a trading blackout period imposed by the Company (the “**Blackout Period**”), the expiry date of such Option Period shall be automatically extended to the 10th business day following the end of the Blackout Period.

2.7 Exercise of Option

(a) Subject to the provisions of the Plan, an Option may be exercised from time to time by delivery to the Company of a written notice of exercise specifying the number of Shares with respect to which the Option is being exercised and accompanied by payment in full of the exercise price of the Shares to be purchased. Certificates for such Shares shall be issued and delivered to the Optionee within a reasonable time following the receipt of such notice and payment.

(b) Notwithstanding anything to the contrary contained herein, in lieu of exercising the Option pursuant to Section 2.7(a) above, the Optionee shall have the right (the “**Cashless Exercise Right**”) (but not the obligation), at any time and from time to time during the term of an Option, by indicating same in the written notice of exercise, to surrender all or part of the Option to the Company in consideration of a payment of the In-The-Money Amount. The Optionee may elect to have the Company satisfy the payment of the In-The-Money Amount by:

- (i) delivering to the Optionee the Net Number of Shares; or
- (ii) withholding and remitting the Tax Obligation to the applicable governmental authorities on behalf of the Optionee, and delivering to the Optionee:
 - (A) the Net Number of Shares, less
 - (B) such number of Shares as is equal to the Tax Obligation divided by the Market Price.

Upon exercise by an Optionee of the Cashless Exercise Right, the Company shall deliver to the Optionee such Shares issuable pursuant to Section 2.7(b)(i) or Section 2.7(b)(ii), as applicable, within a reasonable time following the receipt of such notice and, where the Optionee is subject to the Tax Act in respect of the Option, the Company shall make the election provided for in subsection 110(1.1) of the Tax Act (if applicable).

2.8 Vesting

Options granted pursuant to the Plan shall vest and become exercisable by an Optionee at such time or times as may be determined by the Board. For greater certainty and notwithstanding any other term of this Plan, the Board has the sole discretion to amend, abridge or otherwise eliminate the vesting schedule of any Option or of all Options.

2.9 Lapsed Options

If Options are surrendered, terminated or expire without being exercised in whole or in part, new Options may be granted covering the Shares not purchased under such lapsed Options.

2.10 Death of Optionee

If an Optionee ceases to be an Eligible Person due to its death, any Option held by it at the date of death shall be exercisable by the Optionee's legal heirs or personal representatives. All such Options shall be exercisable only to the extent that the Optionee was entitled to exercise the Option at the date of death and only for 12 months after the date of death or prior to the expiration of the Option Period in respect thereof, whichever is sooner, subject to the Board determining otherwise.

2.11 Termination of Employment

If an Optionee ceases to be an employee or other Eligible Person, other than as a result of termination with cause, or ceases to act as a Director, any Option held by such Optionee at the effective date thereof shall be exercisable only to the extent that the Optionee is entitled to exercise the Option and only for 90 days thereafter (or such longer period as may be prescribed by law) or prior to the expiration of the Option Period in respect thereof, whichever is sooner, subject to the Board determining otherwise. In the case of an Optionee being dismissed from employment or service for cause, the Option shall immediately terminate and shall no longer be exercisable as of the date of such dismissal.

2.12 Effect of Take-Over Bid

If a bona fide offer (the “Offer”) for Shares is made to the Optionee or to shareholders generally or to a class of shareholders which includes the Optionee, which Offer, if accepted in whole or in part, would result in the offeror exercising control over the Company within the meaning of the Securities Act, then the Company shall, immediately upon receipt of notice of the Offer, notify each Optionee of the full particulars of the Offer. The Board will have the sole discretion to amend, abridge or otherwise eliminate any vesting schedule so that notwithstanding the other terms of this Plan, such Option may be exercised in whole or in part by

the Optionee so as to permit the Optionee to tender the Shares received upon such exercise (the “**Optioned Shares**”) pursuant to the Offer. If:

- (a) the Offer is not complied with within the time specified therein;
- (b) the Optionee does not tender the Optioned Shares pursuant to the Offer; or
- (c) all of the Optioned Shares tendered by the Optionee pursuant to the Offer are not taken up and paid for by the offeror in respect thereof;

then at the discretion of the Board, the Optioned Shares or, in the case of clause (c) above, the Optioned Shares that are not taken up and paid for, shall be returned by the Optionee to the Company and reinstated as authorized but unissued Shares and the terms of the Option as set forth in this Plan and the Option Commitment shall again apply to the Option. If any Optioned Shares are returned to the Company under this Section, the Company shall refund the exercise price to the Optionee for such Optioned Shares.

2.13 Effect of Reorganization, Amalgamation, Merger. etc.

If there is a consolidation, reorganization, merger, amalgamation or statutory amalgamation or arrangement of the Company with or into another corporation, a separation of the business of the Company into two or more entities or a transfer of all or substantially all of the assets of the Company to another entity, at the discretion of the Board, upon the exercise of an Option under the Plan, the holder thereof shall be entitled to receive any securities, property or cash which the Optionee would have received upon such consolidation, reorganization, merger, amalgamation, statutory amalgamation or arrangement, separation or transfer if the Optionee had exercised his Option immediately prior to the applicable record date or event, as applicable, and the exercise price shall be adjusted as applicable by the Board, unless the Board otherwise determines the basis upon which such Option shall be exercisable, and any such adjustments shall be binding for all purposes of the Plan. Notwithstanding any other term of this Plan, the Board has the sole discretion to amend, abridge or eliminate any vesting schedule or otherwise amend the conditions of exercise so that any such Option may be exercised in whole or in part by the Optionee so as to entitle the Optionee to purchase Shares prior to the effective date of such consolidation, reorganization, merger, amalgamation, statutory amalgamation or arrangement, or to receive any securities, property or cash which the Optionee would have received upon such consolidation, reorganization, merger, amalgamation, statutory amalgamation or arrangement, separation or transfer if the Optionee had exercised his Option immediately prior to the applicable record date or event.

2.14 Adjustment in Shares Subject to the Plan

If there is any change in the Shares through or by means of a declaration of stock dividends of Shares or consolidations, subdivisions or reclassifications of Shares, or otherwise, the number of Shares subject to any Option, and the exercise price thereof and the maximum number of Shares which may be issued under the Plan in accordance with Section 3.1 (a) shall be adjusted appropriately by the Board and such adjustment shall be effective and binding for all purposes of the Plan. An adjustment under Section 2.13 or 2.14 (the “**Adjustment Provisions**”) will take effect at the time of the event giving rise to the adjustment, and the Adjustment

Provisions are cumulative. The Company will not be required to issue fractional Shares in satisfaction of its obligations hereunder. Any fractional interest in a Share that would, except for this provision, be deliverable upon the exercise of an Option will be cancelled and not be deliverable by the Company. If any questions arise at any time with respect to the exercise price or number of Shares deliverable upon exercise of an Option in connection with any of the events set out in Sections 2.12, 2.13 or 2.14, such questions will be conclusively determined by the Company's auditors, or, if they decline to so act, any other firm of Chartered Accountants that the Company may designate and who will have access to all appropriate records and such determination will be binding upon the Company and all Optionees.

ARTICLE III GENERAL

3.1 Maximum Number of Shares

- (a) The aggregate number of Shares reserved for issuance pursuant to this Plan to all Participants shall not exceed 10% of the issued and outstanding Shares at the time of grant.
- (b) The aggregate number of Shares reserved for issuance pursuant to this Plan or any other Share Compensation Arrangement (pre-existing or otherwise) to Insiders shall not exceed 10% of the Shares outstanding from time to time.
- (c) The aggregate number of Options which may be granted pursuant to this Plan or any other Share Compensation Arrangement (pre-existing or otherwise) to Insiders within a one-year period shall not exceed 10% of the Shares outstanding from time to time.

3.2 Transferability

Options are not assignable or transferable other than by will or by the applicable laws of descent. During the lifetime of an Optionee, all Options may only be exercised by the Optionee.

3.3 Employment

Nothing contained in the Plan shall confer upon any Optionee any right with respect to employment or continuance of employment with the Company or any Subsidiary, or interfere in any way with the right of the Company or any Subsidiary, to terminate the Optionee's employment at any time. Participation in the Plan by an Optionee is voluntary.

3.4 No Shareholder Rights

An Optionee shall not have any rights as a shareholder of the Company with respect to any of the Shares covered by an Option until the Optionee exercises such Option in accordance with the terms of the Plan and the issuance of the Shares by the Company.

3.5 Record Keeping

The Company shall maintain a register in which shall be recorded the name and address of each Optionee, the number of Options granted to an Optionee, the details thereof and the number of Options outstanding.

3.6 Necessary Approvals

The Plan shall be effective only upon the approval of both the Board and the shareholders of the Company by ordinary resolution. The obligation of the Company to sell and deliver Shares in accordance with the Plan is subject to the approval of any governmental authority having jurisdiction or any stock exchanges on which the Shares are listed for trading which may be required in connection with the authorization, issuance or sale of such Shares by the Company. If any Shares cannot be issued to any Optionee for any reason including, without limitation, the failure to obtain such approval, then the obligation of the Company to issue such Shares shall terminate and any exercise price paid by an Optionee to the Company shall be returned to the Optionee.

3.7 Administration of the Plan

The Board is authorized to interpret the Plan from time to time and to adopt, amend and rescind rules and regulations for carrying out the Plan. The interpretation and construction of any provision of the Plan by the Board shall be final and conclusive. Administration of the Plan shall be the responsibility of the appropriate officers of the Company and all costs in respect thereof shall be paid by the Company.

3.8 Income Taxes

For certainty and notwithstanding any other provision of the Plan, the Company or any may take such steps as it considers necessary or appropriate for the deduction or withholding of any income taxes or other amounts which the Company is required by any law, or regulation of any governmental authority whatsoever, to deduct or withhold in connection with the Plan, including, without limiting the generality of the foregoing, (a) withholding of all or any portion of any amount otherwise owing to a Participant; (b) the suspension of the issue of Shares to be issued under the Plan, until such time as the Participant has paid to the Company an amount equal to any amount which the Company is required to deduct or withhold by law with respect to such taxes or other amounts; and/or (c) withholding and causing to be sold, by it as an agent on behalf of a Participant, such number of Shares as it determines to be necessary to satisfy the withholding obligation. By participating in the Plan, the Participant consents to such sale and authorizes the Company to effect the sale of such Shares on behalf of a Participant and to remit the appropriate amount to the applicable governmental authorities. The Company shall not be responsible for obtaining any particular price for the Shares nor shall the Company be required to issue any Shares under the Plan unless the Participant has made suitable arrangements with the Company to fund any withholding obligation.

3.9 Amendment, Modification or Termination of Plan

Subject to the requisite shareholder and regulatory approvals set forth under subparagraphs 3.9(a) and (b) below, the Board may, from time to time, amend or revise the terms of the Plan or may discontinue the Plan at any time provided however that no such right may, without the consent of the Optionee, in any manner adversely affect his rights under any Option theretofore granted under the Plan.

(a) The Board may, subject to receipt of requisite shareholder and regulatory approval, make the following amendments to the Plan:

- (i) any amendment to the number of securities issuable under the Plan, including an increase to a fixed maximum number of securities or a change from a fixed maximum number of securities to a fixed maximum percentage. A change to a fixed maximum percentage which was previously approved by shareholders will not require additional shareholder approval;
- (ii) any change to the definition of "Participants" which would have the potential of narrowing or broadening or increasing insider participation;
- (iii) the addition of any form of financial assistance;
- (iv) any amendment to a financial assistance provision which is more favourable to Participants;
- (v) any addition of a cashless exercise feature, payable in cash or securities, which does not provide for a full deduction in the number of underlying securities from the Plan;
- (vi) the addition of deferred or restricted share unit or any other provision which results in Participants receiving securities while no cash consideration is received by the Company; and
- (vii) any other amendments that may lead to significant or unreasonable dilution in the Company's outstanding securities or may provide additional benefits to Participants, especially to Insiders of the Company, at the expense of the Company and its existing shareholders.

(b) The Board may, subject to receipt of requisite regulatory approval, where required, in its sole discretion, make all other amendments to the Plan that are not of the type contemplated in subparagraph 3.9(a) above, including, without limitation:

- (i) amendments of a housekeeping nature;
- (ii) the addition of or a change to vesting provisions of a security or the Plan;

(iii) a change to the termination provisions of a security or the Plan which does not entail an extension beyond the original expiry date; and

(iv) the addition or amendment of a cashless exercise feature, payable in cash or securities, which provides for a full deduction of the number of underlying securities from the Plan reserve.

(c) Notwithstanding the provisions of subparagraph 3.9(b), the Company shall additionally obtain requisite shareholders approval in respect of amendments to the Plan that are contemplated pursuant to subparagraph 3.9(b) to the extent such approval is required by any applicable law or regulations.

3.10 No Representation or Warranty

The Company makes no representation or warranty as to the future market value of any Shares issued in accordance with the provisions of the Plan.

3.11 Interpretation

The Plan will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

3.12 Compliance with Applicable Law

If any provision of the Plan or any agreement entered into pursuant to the Plan contravenes any law or any order, policy, by-law or regulation of any regulatory body or stock exchange having authority over the Company or the Plan then such provision shall be deemed to be amended to the extent required to bring such provision into compliance therewith.

Approved by the Board on February 18, 2008.

Approved by the shareholders of the Company on April 18, 2008.

Amended by the Board on October 26, 2009.

Approved by shareholders of the Company on November 26, 2009.

Amended by the Board on January 25, 2012.

Amended by the Board on August 14, 2014.

Amended by the Board on January 13, 2015.

EXHIBIT A

TOREX GOLD RESOURCES INC.

INCENTIVE STOCK OPTION PLAN

OPTION COMMITMENT

Notice is hereby given that, effective this ____ day of _____ (the “**Effective Date**”), Torex Gold Resources Inc. (the “**Company**”) has granted to _____, an Option to acquire _____ Common Shares (the “**Shares**”) up to 5:00 p.m. Toronto Time on the _____ day of _____ (the “**Expiry Date**”) at an exercise price of Cdn. \$_____ per Share.

The Option may be exercised/surrendered as follows:



The grant of the Option evidenced hereby is made subject to the terms and conditions of the Company’s Incentive Stock Option Plan, the terms and conditions of which are hereby incorporated herein. All terms not otherwise defined herein shall have the meanings ascribed thereto in the Company’s Incentive Stock Option Plan.

To exercise or surrender your Option, as the case may be, you must either:

- (A) deliver a written notice specifying the number of Shares you wish to acquire, together with a certified cheque or bank draft payable to the Company for the aggregate exercise price, to the Company,

OR

- (B) in the event you elect to exercise the Cashless Exercise Right, deliver a written notice specifying the number of Shares in respect of which such surrender relates and agree to have the Company satisfy the payment of the In-The-Money Amount by:

- (1) delivering to you the Net Number of Shares, calculated in accordance with the following formula:

$$\text{Net Number of Shares} = \frac{\text{In-The-Money Amount}}{\text{MP}}$$

Where:

In-The-Money Amount is equal to $(A \times \text{MP}) - (A \times \text{EP})$

A is the total number of Shares in respect of which the Optionee has surrendered Options pursuant to the Cashless Exercise Right

MP is the Market Price
EP is the exercise price of the Options surrendered;

OR

- (2) withholding and remitting the Tax Obligation to the applicable governmental authorities on your behalf, and delivering to you:
- (a) the Net Number of Shares, less
 - (b) such number of Shares as is equal to the Tax Obligation divided by the Market Price.

The Shares so acquired will be issued by the Company's transfer agent as soon as practicable thereafter.

TOREX GOLD RESOURCES INC.

Authorized Signatory