

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT made as of the 1 day of November, 2022.

BETWEEN:

QUEBEC PRECIOUS METALS CORPORATION, a corporation duly existing under the laws of Canada, having a place of business at 1080, Côte du Beaver Hall, Bureau 2101, Montréal, Québec H2Z 1S8

(hereinafter referred to as “**QPM**”)

AND:

IDAHO CHAMPION GOLD MINES CANADA INC., a corporation duly existing under the laws of Canada, having a place of business at 401 Bay Street, Suite 2704, Toronto, Ontario M5H 2Y4

(hereinafter referred to as “**Idaho Champion**”)

WHEREAS:

- A. QPM is the registered holder of the Mineral Rights and the legal and beneficial owner of the Property (as hereinafter defined), other than the Mineral Rights;
- B. QPM desires to sell, transfer, assign, set over and convey all of its right, title and interest in the Property to Idaho Champion, and Idaho Champion desires to purchase, acquire and assume all of QPM’s right, title and interest in the Property from QPM, upon and subject to the terms and conditions set out in this Agreement;
- C. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement:

“**Affiliate**” means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such Person, and includes any Person in like relation to an Affiliate. A Person shall be deemed to “**control**” another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise; and the term “**controlled**” shall have a similar meaning.

“**Agreement**” means this Purchase and Sale Agreement and the Schedules hereto, as the same may be amended or supplemented from time to time in accordance with the terms hereof.

“**Ancillary Agreements**” means all agreements, certificates and other instruments given pursuant to or in connection with this Agreement, including but not limited to any Post-Closing Deed of Transfer.

“**Applicable Law**” means, with respect to any Person, property, transaction, event or other matter, (a) any foreign or domestic constitution, treaty, law, statute, regulation, code, ordinance, principle of civil law or common law, as applicable, rule, municipal by-law, Order or other requirement having the force of law, (b) any policy, practice, protocol, standard or guideline of any Governmental Authority which, although not necessarily having the force of law, is regarded by such Governmental Authority as requiring compliance as if it had the force of law (collectively in the foregoing clauses (a) and (b), “**Law**”), in each case relating or applicable to such Person, property, transaction, event or other matter and also includes, where appropriate, any interpretation of Law (or any part thereof) by any Person having jurisdiction over it, or charged with its administration or interpretation.

“**Business Day**” means any day except Saturday, Sunday or any day on which banks are generally not open for business in the City of Montreal, Québec or the City of Toronto, Ontario.

“**Canadian Securities Laws**” means all applicable securities laws in each of the provinces of Canada, and the respective rules, regulations, work orders and blanket rulings under such laws together with applicable published policies, policy statements and notices of the securities regulatory authorities in each of those provinces.

“**Claim Notice**” has the meaning set out in Section 6.3.

“**Closing**” means the completion of the purchase and sale of the Property in accordance with the provisions of this Agreement.

“**Closing Date**” has the meaning set out in Section 4.1.

“**Closing Time**” means the time of Closing on the Closing Date provided for in Section 4.1.

“**Confidential Information**” means, in relation to a Party (the “**Discloser**”):

- (a) all information, in whatever form communicated or maintained, whether orally, in writing, electronically, in computer readable form or otherwise, that the Discloser discloses to, or that is gathered by inspection by a Party (the “**Recipient**”) or any of the Recipient’s Representatives in the course of the Recipient’s review of the transactions contemplated by this Agreement, whether provided before or after the date of this Agreement, including information that contains or otherwise reflects information concerning the Discloser or its businesses, affairs, financial condition, assets, liabilities, operations, prospects or activities, and specifically includes financial information, budgets, business plans, ways of doing business, business results, prospects, customer lists, forecasts, engineering reports, environmental reports, evaluations, legal opinions, names of venture partners and contractual

parties, and any information provided to the Discloser by third parties under circumstances in which the Discloser has an obligation to protect the confidentiality of such information;

- (b) all plans, proposals, reports, analyses, notes, studies, forecasts, compilations or other information, in any form, that are based on, contain or reflect any Confidential Information regardless of the identity of the Person preparing the same (“Notes”);
- (c) the existence and terms of this Agreement;
- (d) the fact that information has been disclosed or made available to the Recipient or the Recipient’s Representatives; and
- (e) the fact that discussions or negotiations are or may be taking place with respect to a possible transaction, the proposed terms of any such transaction and the status of any discussions or negotiations under this Agreement;

but does not include any information that:

- (f) is at the time of disclosure to the Recipient or thereafter becomes generally available to the public, other than as a result of a disclosure by the Recipient or any of the Recipient’s Representatives in breach of this Agreement;
- (g) is or was received by the Recipient on a non-confidential basis from a source other than the Discloser or its Representatives if such source is not known to the Recipient to be prohibited from disclosing the information to the Recipient by a confidentiality agreement with, or a contractual, fiduciary or other legal confidentiality obligation to, the Discloser; or
- (h) was known by the Recipient prior to disclosure in connection with the transactions contemplated by this Agreement and was not subject to any contractual, fiduciary or other legal confidentiality obligation on the part of the Recipient.

“**Consent**” means any consent, approval, authorization, notice, permit, waiver, ruling, exemption or acknowledgement from any Person which is provided for or required: (a) in respect of or pursuant to the terms of any Contract; or (b) under any Applicable Law, in either case (i) in connection with the sale of the Property to Idaho Champion on the terms contemplated in this Agreement or (ii) which is otherwise necessary to permit the Parties to perform their obligations under this Agreement, but does not include a Regulatory Approval.

“**Contracts**” means all pending and executory contracts, licences, sub-licences, agreements, leases, arrangements, commitments, entitlements, undertakings, understandings and engagements (whether oral or written), including all amendments and supplements thereto, to which a Person is a party or a beneficiary, or by which such Person or any of its properties or assets is bound or may be affected or under which such Person has rights or obligations.

“**Consideration Shares**” means 12,000,000 common shares in the capital of Idaho Champion to be issued by Idaho Champion to QPM (or as directed by QPM) on the Closing Date.

“**CSE**” means the Canadian Securities Exchange.

“**Damages**” means, whether or not involving a Third Party Claim, any loss, cost, liability, claim, obligation, charge, interest, fine, penalty, assessment, damages (including incidental, consequential, special, aggravated, exemplary or punitive damages), expense (including consultant’s and expert’s fees and expenses and reasonable costs, fees and expenses of legal counsel on a full indemnity basis, without reduction for tariff rates or similar reductions and reasonable costs, fees and expenses of investigation, defence or settlement) or diminution in value, in each case net of any Tax benefit or saving realizable with respect to the foregoing.

“**Development**” means all preparations for the removal and recovery of Minerals, and “**Develop**” has a corresponding meaning.

“**Direct Claim**” has the meaning set out in Section 6.3.

“**Discloser**” has the meaning set out in the definition of Confidential Information.

“**Dollars**” or “**\$**” means the lawful currency of Canada.

“**Encumbrances**” means any security interest, option, mortgage, hypothec, pledge, assignment, lien, preference right, conditional sale or other title retention agreement, charge, trust or deemed trust (whether contractual, statutory or otherwise arising), any royalty, registered or unregistered or similar agreement, any servitude, encroachment or any other right or claim of others of any kind whatsoever affecting the Property and any covenant or other agreement, restriction or limitation on the use or transfer of the Property.

“**Environmental Law**” means Applicable Law in respect of the protection of the natural environment or any species or organisms that make use of it, public or occupational health or safety matters.

“**Escrow**” has the meaning set out in Section 2.4.2.

“**Escrow Agreement**” has the meaning set out in Section 2.4.2.

“**Exploration**” means all activities directed toward ascertaining the existence, location, quantity or commercial value of deposits of Minerals, and “**Explore**” has a corresponding meaning.

“**Final Compulsory Payment Amount**” has the meaning set out in Section 6.8.5(b).

“**Final Compulsory Payment Indemnification Event**” means a Final Determination having been made regarding a liability requiring payment under Applicable Law or any Order.

“**Final Determination**” means a determination made by a Governmental Authority (including pursuant to a settlement) where all rights to object to or appeal from the determination (including any right to obtain relief under a competent authority or similar process) have been exhausted or have expired.

“**First Nations**” means, together with the Inuit and Métis, an aboriginal people of Canada; within the meaning of section 35(2) of the *Constitution Act*, 1982; and “**First Nation**” means a recognized group of aboriginal peoples, including a “**band**” within the meaning of the *Indian Act* (Canada).

“**Governmental Authority**” means:

- (a) any domestic or foreign government, whether federal, provincial, municipal or local (whether administrative, legislative, executive or otherwise);
- (b) any agency, authority, ministry, department, regulatory body, court, central bank, bureau, board or other instrumentality having legislative, judicial, taxing, regulatory, prosecutorial or administrative powers or functions of, or pertaining to, government;
- (c) any court, tribunal, commission, individual, arbitrator, arbitration panel or other body having adjudicative, regulatory, judicial, quasi-judicial, administrative or similar functions; and
- (d) any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange or professional association.

“**GST/QST**” has the meaning ascribed thereto in Article 2.6.

“**Idaho Champion**” has the meaning set out in the preamble hereto.

“**Idaho Champion Indemnified Parties**” means Idaho Champion, Idaho Champion’s Affiliates and each of their respective Representatives.

“**Idaho Champion Shares**” means fully paid, non-assessable common shares in the capital of Idaho Champion.

“**Idaho Champion Subsidiary**” has the meaning set out in Section 9.13.

“**Indemnified Party**” means a Person whom QPM or Idaho Champion, as the case may be, is required to indemnify under Article 6.

“**Indemnifying Party**” means, in relation to an Indemnified Party, the Party that is required to indemnify such Indemnified Party under Article 6.

“**Interim Period**” means the period from the date of this Agreement to the Closing Time.

“**ITA**” means the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supplement).

“**Law**” has the meaning set out in the definition of “**Applicable Law**”.

“**Legal Proceeding**” means any litigation, action, application, suit, investigation, hearing, claim, complaint, deemed complaint, grievance, civil, administrative, regulatory or criminal, arbitration

proceeding or other similar proceeding, before or by any Governmental Authority, and includes any appeal or review thereof and any application for leave for appeal or review.

“**Licence**” means any licence, permit, authorization, approval or other evidence of authority issued or granted to, conferred upon, or otherwise created for, any Person by any Governmental Authority in connection with the Property.

“**Material Adverse Change**” means, in respect of the Property, any change, effect, event or circumstance that, individually or in the aggregate with other such changes, effects, events or circumstances, has had or would reasonably be expected to have a material adverse effect on the value or condition of the Property, taken as a whole or the ability to conduct Operations in, on or under any of the Property; provided that no change, effect, event or circumstance resulting from or attributable to any of the following shall be deemed to be, or taken into account in determining whether there has been or would reasonably be expected to be, a Material Adverse Change: (a) the public announcement of the execution of this Agreement or the transactions contemplated hereby; (b) any change in global, national or regional political conditions (including strikes, lockouts, riots or facility takeover for emergency purposes), economic, business, banking, regulatory, currency exchange, interest rate, inflationary conditions or financial, capital or commodity market conditions, in each case whether national or global changes; (c) outbreak or escalation of hostilities or acts of war (whether or not declared) (including any ongoing conflict involving Russia and Ukraine) or act of terrorism; (d) any epidemics, pandemics or disease outbreak or other public health condition (including COVID-19), earthquakes, volcanoes, tsunamis, hurricanes, tornados or other natural disasters or acts of God, including in each of the aforementioned cases, any escalation or worsening thereof; (e) any change or proposed change in any Laws or the interpretation, application or non-application of any Laws by any Governmental Authority; (f) changes or developments affecting the global mining industry in general; or (g) any changes affecting the price of battery-related metals or other commodities.

“**Mineral Rights**” means any permit, claim, licence, lease, concession, tenement, mineral disposition, mineral lease or other form of title or tenure; and any other right (including the right of entry to or the right to work upon lands), whether contractual, statutory or otherwise which is granted, conferred or recognized under applicable law in Quebec; and which, among other things, allows or permits a person to explore for, mine, extract, sell or otherwise dispose of, minerals.

“**Minerals**” means all marketable naturally occurring metallic and non-metallic minerals or mineral bearing material in whatever form or state, including, without limitation, any precious metal, any base metal, natural gas, petroleum, coal, diamonds, salt and rock, sand, gravel or aggregate, located on, in or under any of the Property or that are mined, extracted, removed, produced or otherwise recovered from the Property, whether in the form of ore, doré, concentrates, refined metals or any other beneficiated or derivative products thereof and including any such minerals or mineral bearing materials or products derived from any processing or reprocessing of any tailings, waste rock or other waste products originally derived from the Property.

“**Notes**” has the meaning set out in paragraph (b) of the definition of “**Confidential Information**”.

“**Operations**” means any and all Exploration, Development and other similar activities including remediation and closure activities.

“**Order**” means any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority.

“**Ordinary Course of Business**” when used in relation to the taking of any action by QPM is consistent in nature, scope and magnitude with the past practices of QPM and is taken in the ordinary course of normal day-to-day operations of QPM in respect of the Property.

“**Other Rights**” means any interest in real property, whether freehold, leasehold, license, right of way, easement, any other surface or other right in relation to real property, and any right, licence or permit in relation to the use or diversion of water, but excluding any Mineral Rights.

“**Outside Date**” means November 30, 2022 or such earlier or later date as may be agreed to in writing by the Parties.

“**Parties**” means, together, QPM and Idaho Champion and “**Party**” means either one of them.

“**Permitted Encumbrances**” means:

- (a) statutory Encumbrances which relate to obligations not overdue;
- (b) restrictive covenants, servitudes and other similar rights granted to, reserved or taken on any registered subdivision, development, servicing, site plan or other similar agreement, provided that any such rights are in favour of a Governmental Authority, including, for greater certainty, Mining restriction 36920 under the name Category III Lands (Territory of d'Eeyou Istchee Baie-James);
- (c) any subsisting restrictions, reservations, limitations, provisos, exceptions or conditions (including royalties, mineral rights and timber rights, access to navigable waters and similar rights) expressed or implied in any original grants from the Crown in right of Québec or Canada;
- (d) any servitude for public utility, rights of access, rights of way and rights in the nature of servitudes, including servitudes, rights of way and rights in the nature of servitudes for railways, public ways, sewers, drains, gas and oil pipelines, steam and water mains or electrical light and power; and
- (e) the right reserved to or vested in any Governmental Authority by the terms of any lease, license, franchise, grant, concession or permit acquired by QPM or by any statutory provision to terminate any such lease, license, franchise, grant, concession or permit, or to require annual or other payments as a condition to the continuance thereof.

“**Person**” is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a Governmental Authority, and the executors, administrators or other legal representatives of an individual in such capacity.

“**Post-Closing Deed of Transfer**” means a deed of transfer executed following the Closing Date in relation to a Wrong Pocket Asset.

“Preliminary Compulsory Payment Amount” has the meaning set out in Section 6.8.5(a).

“Prime Rate” means the prime rate of interest per annum quoted by National Bank of Canada from time to time as its reference rate of interest for Canadian dollar demand loans made to its commercial customers in Canada and which National Bank of Canada refers to as its “prime rate”, as such rate may be changed from time to time.

“Property” means the Mineral Rights, Other Rights and Property Information, related to the Blanche and Charles projects described in Schedule A hereto.

“Property Information” means all records (whether in tangible or electronic form) in the possession or control of QPM relating specifically to the Property, and results of operations, including with respect to exploration on or under the Property, including, without limitation, all surveys, plans or specifications, contracts, documents, technical information and data, maps, surveys, drill core samples and assays and maintenance and repair records and all reports (including geological and other technical reports) studies, designs, plans and financial or other records as well as the data, documentation and materials used in connection therewith, relating to the Property.

“Purchase Price” has the meaning set out in Section 2.2.

“QPM” has the meaning set out in the preamble hereto.

“QPM Indemnified Parties” means QPM, QPM’s Affiliates and their respective Representatives.

“Recipient” has the meaning set out in the definition of Confidential Information.

“Regulatory Approval” means any approval, consent, ruling, authorization, notice, permit, waiver or acknowledgement that may be required from any Person pursuant to Applicable Law or under the terms of any Licence or the conditions of any Order (a) in connection with the transactions contemplated by this Agreement or (b) which is otherwise necessary to permit the Parties to perform their obligations under this Agreement.

“Representative” when used with respect to a Person means each director, officer, employee, consultant, financial adviser, legal counsel, accountant and other agent, adviser or representative of that Person.

“Repurchase” has the meaning set out in Section 2.5.

“Royalty” has the meaning set out in Section 2.5.

“Royalty Agreement” means the royalty agreement in the form attached hereto as Schedule C hereto.

“Sale Notice” has the meaning set out in Section 7.5.

“Sale Response Period” has the meaning set out in Section 7.5.

“**Sale Shares**” has the meaning set out in Section 7.5.

“**Securities Laws**” means the securities laws of each of the provinces and territories of Canada, the policies and regulations of the CSE, as they may be promulgated or amended from time to time.

“**Taxes**” includes, without limitation, and with respect to any Person, all federal, provincial, local or other taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever, including:

- (a) income taxes, branch taxes, profits taxes, capital gains taxes, corporate taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, production taxes, mining taxes sales taxes, use taxes, business taxes, licence taxes, excise taxes, franchise taxes, environmental taxes, real or personal property taxes, transfer taxes, land transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, government pension plan premiums and contributions, social security premiums, workers’ compensation premiums, employment/unemployment insurance or compensation premiums and contributions, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, GST/QST, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority and any instalments in respect thereof, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties, and,
- (b) any liability for the payment of any amount of the type described in the immediately preceding clause (a) as a result of being a “**transferee**” (within the meaning of section 160 of the ITA or any other Laws) of another taxpayer,

whether disputed or not, and “**Tax**” means any one of such Taxes.

“**Third Party**” has the meaning set out in Section 6.8.4.

“**Third Party Claim**” has the meaning given in Section 6.3.

“**Threatened**”, when used in relation to a Legal Proceeding or other matter, means that a demand or statement (oral or written) has been made or a notice (oral or written) has been given that a Legal Proceeding or other matter is to be asserted, commenced, taken or otherwise pursued in the future.

“**TSX-V**” means the TSX Venture Exchange.

“**Wrong Pocket Asset**” means has the meaning set out in Section 7.8.

1.2 Actions on Non-Business Days

If any payment is required to be made or other action (including the giving of notice) is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment

or action shall be considered to have been made or taken in compliance with this Agreement if made or taken on the next succeeding Business Day.

1.3 Currency and Payment Obligations

Except as otherwise expressly provided in this Agreement:

- (a) all dollar amounts referred to in this Agreement are stated in Canadian Dollars; and
- (b) any payment contemplated by this Agreement shall be made by wire transfer of immediately available funds to an account specified by the payee, by cash, by certified cheque or by any other method that provides immediately available funds.

1.4 Calculation of Interest

In calculating interest payable under this Agreement for any period of time, the first day of such period shall be included and the last day of such period shall be excluded.

1.5 Calculation of Time

In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. Eastern time on the last day of the period. If any period of time is to expire hereunder on any day that is not a Business Day, the period shall be deemed to expire at 5:00 p.m. Eastern time on the next succeeding Business Day.

1.6 Knowledge

Where any representation, warranty or other statement in this Agreement is expressed to be made by QPM to its knowledge or is otherwise expressed to be limited in scope to facts or matters known to QPM or of which QPM is aware, it shall mean the actual knowledge of Normand Champigny and Robert Boisjoli, together with the knowledge that such Persons would acquire if such Persons made due inquiry.

1.7 Additional Rules of Interpretation

- 1.7.1 *Gender and Number.* In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and *vice versa*.
- 1.7.2 *Headings and Table of Contents.* The inclusion in this Agreement of headings of Articles and Sections and the provision of a table of contents are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer.
- 1.7.3 *Words of Inclusion.* Wherever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation” and the words following “include”, “includes” or “including” shall not be considered to set forth an exhaustive list.

- 1.7.4 *References to this Agreement.* The words “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions shall be construed as referring to this Agreement in its entirety and not to any particular Section or portion of it.
- 1.7.5 *Statute References.* Unless otherwise indicated, all references in this Agreement to any statute include the regulations thereunder, in each case as amended, re-enacted, consolidated or replaced from time to time and in the case of any such amendment, re-enactment, consolidation or replacement, reference herein to a particular provision shall be read as referring to such amended, re-enacted, consolidated or replaced provision and also include, unless the context otherwise requires, all applicable guidelines, bulletins or policies made in connection therewith.
- 1.7.6 *Document References.* All references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules and exhibits attached thereto.

ARTICLE 2 PURCHASE AND SALE OF THE PROPERTY

2.1 Purchase and Sale

At the Closing Time, on and subject to the terms and conditions of this Agreement, QPM shall sell, transfer, assign and convey to Idaho Champion, or a designated affiliate thereof, and Idaho Champion shall purchase and acquire from QPM, free and clear of any Encumbrances other than the Permitted Encumbrances and the Royalty created under this Agreement, all of QPM’s right, title and interest in and to the Property.

2.2 Purchase Price

The consideration payable by Idaho Champion to QPM for the Property at the Closing Time (the “**Purchase Price**”) shall be the cash consideration equal to the sum of \$100,000 which shall be satisfied by wire transfer to the account directed by QPM or certified cheque payable to QPM in immediately available funds at the Closing Time as well as the Consideration Shares.

2.3 Consideration Shares

The Consideration Shares shall be issued and registered as so directed by QPM. At the request of QPM, Idaho Champion and QPM shall execute a joint election under the applicable provisions of section 85 of the ITA and the corresponding provisions of any other applicable provincial Laws in respect of the transfer of the Property by QPM to Idaho Champion in exchange for consideration that includes the Consideration Shares. QPM shall be entitled to determine the “elected amount” at which the Property will be transferred for purposes of section 85 of the ITA (and any corresponding provincial Laws), provided that such amount shall comply with the limits set out in the ITA (and any equivalent or corresponding limits under any corresponding provincial Laws). QPM shall be responsible for preparing the appropriate tax election forms and shall be required to provide any tax election form to Idaho Champion. Provided that any such election form is

satisfactory to Idaho Champion, acting reasonably, Idaho Champion shall have no liability with respect to the proper completion or filing of any such election form except that Idaho Corporation (i) shall execute and return the form as promptly as practicable to QPM and (ii) provide QPM with the information relating to Idaho Champion that is reasonably required to properly complete any such election form. If QPM subsequently determines that the desired “elected amount” is more or less than the “elected amount” indicated in filed election forms, then with the consent of Idaho Champion, not to be unreasonably withheld or delayed, the foregoing shall apply mutatis mutandis to any amended tax election form required to give effect to desired amended “elected amount”.

2.4 Resale Restrictions and Escrow

2.4.1 QPM acknowledges that the Consideration Shares will be issued pursuant to available prospectus exemptions under applicable Securities Laws and will be subject to a four-month statutory hold period.

2.4.2 In addition to any statutory hold period under applicable Securities Laws, QPM agrees that 6,000,000 Consideration Shares issued hereunder will also be subject to escrow for 18 months following the Closing Date (the “**Escrow**”). The Escrow shall be in accordance with the terms and conditions of the escrow agreement to be entered into by QPM and Idaho Champion on the Closing Date substantially in the form attached as Schedule B hereto (the “**Escrow Agreement**”).

2.5 Grant of Royalty

Upon the conveyance and recording of the right, title and interest of QPM to Idaho Champion in and to the Property as a result of the completion of the transactions contemplated by this Agreement, QPM will reserve a royalty (the “**Royalty**”) on the Property area as constituted at Closing, which does not include any claims within the Property area that may be abandoned by Idaho Champion, equal to 2% of the net smelter returns, provided that half of the Royalty (1%) can be bought back at any time by Idaho Champion (a “**Repurchase**”), at its sole discretion, for a one-time cash payment in the amount of \$1,000,000 (or by issuing Idaho Champion Shares with a value of \$1,000,000, in lieu of cash, or a combination of cash and such shares). In the event of a Repurchase, any royalty payments already made to the royalty payee shall not be deducted from the amount paid for such repurchase. The Royalty shall be in accordance with the terms and conditions of the royalty agreement substantially in the form attached as Schedule C hereto (the “**Royalty Agreement**”). QPM shall have the right to record against Idaho Champion’s interest in and to the Property a short form notice respecting its reservation of the Royalty in form and content satisfactory to Idaho Champion. The Royalty Agreement shall survive the Closing and continue in full force and effect.

2.6 Taxes and Transfer Fees

The Parties acknowledge that the transfer of the Property constitutes a supply of rights to explore for or exploit a mineral deposit or rights of entry or user relating to rights to explore for or exploit a mineral deposit and, therefore, shall be deemed not to be supplies for the purposes of goods and services tax (the “**GST**”) or the Québec sales tax (“**QST**”), as provided for under Section 162 of the *Excise Tax Act* (Canada) and Section 40 of the *Act respecting Québec Sales Tax* (Québec).

Consequently, the transfer of the Property provided for in this Agreement shall not be subject to GST or QST. The Parties hereto acknowledge and agree that Idaho Champion shall not be liable for any taxes that may be or become payable by QPM, including for greater certainty but not restricted to any corporate income taxes resulting from or arising as a consequence of the sale and transfer of the Property by QPM to Idaho Champion. Notwithstanding the foregoing, if following the Closing Date, a Governmental Authority having jurisdiction determines that the transfer of the Property was subject to GST and QST, Idaho Champion shall pay such GST and QST (including any interest and/or penalties) and shall indemnify and hold QPM harmless in respect of same. Idaho Champion will be liable for and pay any applicable registration charges, transfer fees and transfer Taxes payable upon and in connection with the sale and transfer of the Property by QPM to Idaho Champion. All amounts payable by Idaho Champion to QPM under this Agreement, the Royalty Agreement and ancillary agreements do not include any registration charges, transfer fees and transfer Taxes, and shall be paid free and clear of any deduction or withholding for or on account of any Taxes.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of QPM

As a material inducement to Idaho Champion's entering into this Agreement and completing the transactions contemplated by this Agreement and acknowledging that Idaho Champion is entering into this Agreement in reliance upon the representations and warranties of QPM set out in this Section 3.1, QPM represents and warrants to Idaho Champion as follows:

- 3.1.1 *Incorporation and Corporate Power of QPM.* QPM is a corporation incorporated, organized and subsisting under the laws of Canada. QPM has the corporate power, authority and capacity to execute and deliver this Agreement and all other agreements and instruments to be executed by it as contemplated herein and to perform its other obligations hereunder and under all such other agreements and instruments to complete this transaction, and to duly observe and perform all of its covenants and obligations herein set forth. QPM has the corporate power, authority and capacity to hold (in the case of the Mineral Rights), own and dispose of the Property to Idaho Champion.
- 3.1.2 *Authorization by QPM.* The execution and delivery of this Agreement and all other Ancillary Agreements and the completion of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of QPM and its shareholders, if applicable.
- 3.1.3 *Enforceability of QPM's Obligations.* This Agreement has been duly executed and delivered by QPM and constitutes the valid and binding obligation of QPM enforceable against QPM in accordance with its terms subject to limitations on enforcement imposed by bankruptcy, insolvency, reorganization or other laws affecting the enforcement of the rights of creditors and others and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought. There is no Legal Proceeding in progress, pending, or, to the knowledge of QPM, Threatened, against or affecting QPM or affecting the title of QPM to any of the

Property. There is no Order outstanding against or affecting QPM which, in any such case, affects adversely or might affect adversely the ability of QPM to enter into this Agreement or to perform its obligations hereunder. Other than Idaho Champion, no Person has any agreement or option or any right or privilege capable of becoming an agreement or option for the purchase of the Property or any portion thereof or interest therein from QPM, other than pursuant to the transactions contemplated in this Agreement

- 3.1.4 *Qualification to do Business.* QPM is and has been registered, licensed or otherwise qualified to do business under the laws of the Province of Québec. QPM has all necessary power, authority, and capacity to carry on its business and to own or lease and operate the Property as now carried on and owned or leased and operated.
- 3.1.5 *Bankruptcy, Insolvency and Reorganization.* QPM is not an insolvent person within the meaning of the *Bankruptcy and Insolvency Act* (Canada) nor will it become an insolvent person as a result of the Closing. QPM has not made an assignment in favour of its creditors nor a proposal in bankruptcy to its creditors or any class thereof nor had any petition for a receiving order presented in respect of it. No act or proceeding has been taken or authorized by or against QPM with respect to a compromise or arrangement with its creditors or for its winding up, liquidation or dissolution and no such proceedings have been Threatened by any other Person. No receiver has been appointed in respect of QPM or its property or assets and no execution or distress has been levied upon any of the property or assets of QPM.
- 3.1.6 *Title to Assets.* QPM has good and marketable legal and beneficial title to all of the Property, free and clear of any and all Encumbrances other than Permitted Encumbrances. There is no agreement, option or other right or privilege outstanding in favour of any Person, or right of first refusal or similar right to acquire all or any portion of the Property, which will be triggered by the execution and delivery of this Agreement or the transactions contemplated hereby. Schedule A hereto contains a complete and accurate list of all of the mining claims forming part of the Property.
- 3.1.7 *Property.*
- (a) Title to the Property is valid, subsisting and enforceable and in good standing and, all work required to be performed and filed in respect thereof has been performed and filed, all rentals, fees, expenditures and other payments in respect thereof have been paid or incurred, all filings in respect thereof have been made and all other obligations of QPM arising from and under the Property have been performed or complied with;
 - (b) the mining claims forming part of the Property are registered in the name of QPM and have, in all material respects, been properly designated in compliance with Applicable Law and are valid and subsisting;
 - (c) the current use of the Property complies with Applicable Law. Neither QPM nor any of its Affiliates has received any notice of violation of any Applicable Law or of any covenant, restriction or easement affecting the Property or any part of the

Property or with respect to the use or occupancy of the Property or any part of the Property from any Governmental Authority having jurisdiction over the Property or by any other Person entitled to enforce the same;

- (d) there are no existing or proposed, contemplated or, to the knowledge of QPM, Threatened, expropriation proceedings that would result in the taking of all or any part of the Property or that would adversely affect the current use of the Property or any part of it and QPM is not aware of any existing or currently proposed, contemplated or Threatened expropriation proceedings that would adversely affect any Operations on, in or under the Property. Except for Permitted Encumbrances, there is no claim against or challenge to the title to or ownership of any of the Property;
 - (e) all Taxes with respect to the Property that are due have been paid in full, and there are no local improvement charges or special levies outstanding in respect of the Property and QPM has not received any notice of proposed local improvement charges or special levies;
 - (f) there are no option agreements, streaming agreements, hedging agreement, off-take agreement, forward sales or similar contracts with respect to any of the Property or the Minerals and, to the knowledge of QPM, there is no claim or the basis for any claim that might or could adversely affect the right of QPM to use, transfer or, upon issuance of the necessary mineral rights and Licences, allow for Exploration, Development or exploitation of, Minerals;
 - (g) there are no back-in rights, earn-in rights, rights of first refusal or similar provisions or rights which would entitle any Person to any rights or interest in the Property; and
 - (h) other than following the Closing, the Royalty, there are no royalty agreements or other similar payment obligations, whether registered or unregistered, outstanding to any Person, which purport to encumber any of the Property or the Minerals or pursuant to which QPM or any of its Affiliates, or following the Closing Date, Idaho Champion, is or will be obligated, or is will be liable to pay, to any Person, any fees, charges, or other amounts in the nature of a royalty in respect of production of Minerals or other Operations on, in or under the Property.
- 3.1.8 *Restoration.* To the knowledge of QPM, there is no outstanding reclamation, rehabilitation, restoration or abandonment obligations with respect to the Properties or in respect of tailings located on the Property and resulting from exploration or mining activities done on the Property by QPM before the date hereof nor any basis for such obligations to arise in the future as a result of prior activity by QPM on the Property.
- 3.1.9 *First Nations.* QPM has not received any notice of a claim from any First Nations alleging that its interest in the Property or Operations or proposed Operations thereon violate or infringe their Aboriginal title, Aboriginal rights or treaty land. There are no Contracts between any First Nations and any of QPM or its Affiliates or, to the knowledge of QPM,

any of its predecessors in interest to any of the Property, in respect of any of the Property or Operations or proposed Operations on, in or under any of the Property.

3.1.10 *NGOs and Community Groups.* No dispute between QPM and any non-governmental organization, community, or community group exists or, to the knowledge of QPM, is threatened or imminent with respect to any of the Property or any Operations or proposed Operations thereon.

3.1.11 *Consents and Regulatory Approvals.* No Consents, Regulatory Approvals or filing with, notice to, or waiver from any Governmental Authority or other Person is required to be obtained or made by QPM, in connection with the execution and delivery of, and performance by QPM of its obligations under, this Agreement or the consummation of the transactions contemplated hereby.

3.1.12 *Absence of Conflicting Agreements.* The execution, delivery and performance of this Agreement, the Ancillary Agreements or the other agreements and instruments contemplated hereby, nor the completion of the transaction by QPM, and the completion of the transactions contemplated by this Agreement, subject to the conditions contained in this Agreement, do not and will not result in or constitute any of the following:

- (a) a default, breach or violation or an event that, with notice or lapse of time or both, would be a default, breach or violation of any of the terms, conditions or provisions of the articles, by-laws, or constating documents of QPM;
- (b) a default, breach or violation or an event that, with notice or lapse of time or both, would be a default, breach or violation of any of the terms, conditions or provisions of: (i) any Licence, or (ii) any Contract or other instrument or obligation to which QPM is a party or to which QPM, or any of its properties or assets, may be subject or by which QPM is bound and, individually or in the aggregate would materially adversely affect QPM's ability to perform its obligations under this Agreement;
- (c) the creation or imposition of any Encumbrances on any of the Property;
- (d) any constating documents of QPM or any resolution of directors or shareholders of QPM;
- (e) any agreement or other instrument or commitment to which QPM is a party or is subject; or
- (f) the violation of any Applicable Law.

3.1.13 *Legal Proceedings and Orders.* There are no Legal Proceedings in progress, pending or, to the knowledge of QPM, Threatened against or affecting QPM, or any of the Property. There is no Order outstanding against or affecting the Property.

3.1.14 *Environmental Matters.*

- (a) Neither QPM nor any of its Affiliates nor, to the knowledge of QPM, any other Person has conducted any Operations or other activities on, in or under any of the Property in violation of any Applicable Law, including any Environmental Laws;
- (b) to the knowledge of QPM, the Property does not lie within any protected area, reserve, reservation, reserved area or special needs lands as designated by any Governmental Authority having jurisdiction, that would impair the exploration for minerals or the development of a mining project on the Property, other than pursuant to the Permitted Encumbrances;
- (c) there have been no releases, deposits or discharges, in violation of Environmental Laws, of any hazardous or toxic substances, contaminants or wastes, within the ownership, possession or control of QPM or any of its Affiliates or, to the knowledge of QPM any other Person, on, in or under any of the Property or, into the earth, air or into any body of water or any municipal or other sewer or drain water systems resulting from Operations or other activities on, in or under the Property;
- (d) no orders, directions, demands or notices have been threatened or have been issued and remain outstanding in respect of any of the Property pursuant to any Environmental Laws relating to QPM; and
- (e) QPM has provided to Idaho Champion complete and accurate copies of all material documents, records and information available to it concerning any environmental and health and safety matters relevant to the Property, including documentation regarding waste disposal, reports, correspondence, Licences related to environment issued by any Governmental Authority, and analyses and monitoring data for soil, groundwater and surface water and all material third party reports pertaining to any environmental assessments or audits that were obtained by, or are in the possession or control of, QPM.

3.1.15 *Commissions.* Idaho Champion will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the transactions contemplated by this Agreement because of any action taken by, or agreement or understanding reached by, QPM.

3.1.16 *Material Contracts.* There are no contracts, agreements, indentures, or leases to which QPM is a party and which relate exclusively to the Property, which would be material to a person that owns the Property.

3.1.17 *Accuracy and Completeness.* None of this Agreement or the documents and statements in writing which have been supplied by or on behalf of QPM to Idaho Champion in connection with the transactions contemplated by this Agreement contain any untrue statement of a material fact, or omit any statement of a material fact necessary in order to make the statements contained herein or therein not misleading. To the knowledge of QPM, there is no fact which materially and adversely affects the Property which has not been set forth in this Agreement or any document or statement in writing which has been supplied

by or on behalf of QPM in connection with the transactions contemplated by this Agreement.

3.2 Representations and Warranties of Idaho Champion

As a material inducement to QPM entering into this Agreement and completing the transactions contemplated by this Agreement and acknowledging that QPM is entering into this Agreement in reliance upon the representations and warranties of Idaho Champion set out in this Section 3.2, Idaho Champion represents and warrants to QPM as follows:

- 3.2.1 *Incorporation and Corporate Power.* Idaho Champion is a corporation incorporated, organized and subsisting under the laws of the jurisdiction of its incorporation. Idaho Champion has the corporate power, authority and capacity to execute and deliver this Agreement and all other agreements and instruments to be executed by it as contemplated herein and to perform its obligations under this Agreement and under all such other agreements and instruments, to complete this transaction, and to duly observe and perform all of its covenants and obligations herein set forth. No act or proceeding has been taken or authorized by or against Idaho Champion in connection with the dissolution, liquidation, winding up, bankruptcy or insolvency of Idaho Champion or with respect to any amalgamation, merger, consolidation, arrangement or reorganization of, or relating to, Idaho Champion, and no such proceedings have been threatened.
- 3.2.2 *Authorization by Idaho Champion.* The execution and delivery of this Agreement and all Ancillary Agreements and the completion of the transactions contemplated by this Agreement and all such other agreements and instruments have been duly authorized by all necessary corporate action on the part of Idaho Champion.
- 3.2.3 *Enforceability of Obligations.* This Agreement has been duly executed and delivered by Idaho Champion and constitutes a valid and binding obligation of Idaho Champion enforceable against Idaho Champion in accordance with its terms. There is no Legal Proceeding in progress, pending, or Threatened against or affecting Idaho Champion, and there are no grounds on which any such Legal Proceeding might be commenced and there is no Order outstanding against or affecting Idaho Champion which, in any such case, affects adversely or might affect adversely the ability of Idaho Champion to enter into this Agreement or to perform its obligations hereunder.
- 3.2.4 *Consents and Regulatory Approvals.* Other than the approval of the issuance of the Consideration Shares by the CSE, no Consent, Regulatory Approval or filing with, notice to, or waiver from any Governmental Authority or other Person is required to be obtained or made by Idaho Champion or its Affiliates in connection with the execution and delivery of, and performance by Idaho Champion or its Affiliates of its obligations under, this Agreement or the consummation of the transactions contemplated hereby.
- 3.2.5 *Absence of Conflicting Agreements.* The execution, delivery and performance of this Agreement, the Ancillary Agreements or the other agreements and instruments contemplated hereby, nor the completion of the transaction by Idaho Champion, and the

completion of the transactions contemplated by this Agreement do not and will not result in or constitute any of the following:

- (a) a default, breach or violation or an event that, with notice or lapse of time or both, would be a default, breach or violation of any of the terms, conditions or provisions of the articles, by-laws or constating documents of Idaho Champion or its Affiliates;
- (b) any constating documents of Idaho Champion or any resolution of directors or shareholders of Idaho Champion;
- (c) any agreement or other instrument or commitment to which Idaho Champion is a party or is subject; or
- (d) the violation of any Applicable Law.

3.2.6 *Consideration Shares.* The Consideration Shares to be issued pursuant to this Agreement will, when issued and delivered, be duly and validly issued by Idaho Champion on the date of their issue as fully paid and non-assessable common shares in the capital of Idaho Champion and will not be issued in violation of the terms of any agreement or other understanding binding upon Idaho Champion at the time that such shares are issued and will be issued in compliance with the constating documents of Idaho Champion, all applicable Laws, and in accordance with the rules and regulations of the CSE.

3.2.7 *Disclosure Documents.* Idaho Champion has timely filed all forms, reports, documents and information required to be filed by it, whether pursuant to applicable Canadian Securities Laws or otherwise, with the CSE, or the applicable securities regulatory authorities (collectively, the “**Disclosure Documents**”); as of the time the Disclosure Documents were filed with the applicable securities regulatory authorities and on SEDAR (or, if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing) (i) each of the Disclosure Documents complied in all material respects with the requirements of Canadian Securities Laws; and (ii) none of the Disclosure Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and from the time of filing until the date hereof, there has been no material change to the matters set forth in the Disclosure Documents that has not been publicly disclosed.

3.2.8 *Listing.* The Idaho Champion Shares are listed on the CSE.

3.2.9 *Reporting Issuer Status.* As of the date hereof, Idaho Champion is a reporting issuer not in default (or the equivalent) under the Canadian Securities Laws.

3.2.10 *Stock Exchange Compliance.* Idaho Champion is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of the CSE.

3.2.11 *Required Authorizations.* Other than the approval of the CSE and the regulatory filings with the OSC under Canadian Securities Laws, there is no requirement for Idaho Champion to make any filing with, give any notice to, or obtain any Authorization of, any

Governmental Authority as a result of, or in connection with, or as a condition to the lawful completion of, the transactions contemplated by this Agreement other than the filing of a mining rights transfer application form to transfer the claims in the Québec mining registry.

- 3.2.12 *Commissions.* QPM will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the transactions contemplated by this Agreement because of any action taken by, or agreement or understanding reached by, Idaho Champion.
- 3.2.13 *Idaho Champion not a non-Canadian.* Idaho Champion is not a non-Canadian within the meaning of the *Investment Canada Act* (Canada).
- 3.2.14 *No Broker or Agent.* Other than as disclosed to QPM, neither Idaho Champion nor any of its representatives has incurred any liability or obligation to any broker, agent, investment bank or other intermediary for any fee, commission or other similar payment in connection with the transaction.
- 3.2.15 *Bankruptcy or Insolvency.* No act or proceeding has been taken by or against Idaho Champion in connection with the dissolution, liquidation, winding up, bankruptcy or reorganization of Idaho Champion or for the appointment of a trustee, receiver, manager or other administrator of Idaho Champion or any of its properties or assets nor, to the knowledge of Idaho Champion, is any such act or proceeding threatened. Idaho Champion has not sought protection under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or similar legislation.
- 3.2.16 *Accuracy and Completeness.* None of this Agreement or the documents and statements in writing which have been supplied by or on behalf of Idaho Champion to QPM in connection with the transactions contemplated by this Agreement contain any untrue statement of a material fact, or omit any statement of a material fact necessary in order to make the statements contained herein or therein not misleading. To the knowledge of Idaho Champion, there is no fact which materially and adversely affects the Consideration Shares which has not been set forth in this Agreement or any document or statement in writing which has been supplied by or on behalf of Idaho Champion in connection with the transactions contemplated by this Agreement.

ARTICLE 4 CLOSING ARRANGEMENTS

4.1 Closing

Subject to the terms and conditions set forth in this Agreement, the Closing shall take place at 10:00 a.m. (Eastern time) on November 3, 2022 (the "**Closing Date**") or, if any condition set forth in Article 5 has not been satisfied or waived on such date, the next business day on which all conditions set forth in Article 5 have been satisfied or waived. The Closing shall take place virtually at the Closing Time on the Closing Date or at such other time on the Closing Date or such other place as may be agreed in writing by QPM and Idaho Champion.

4.2 QPM's Closing Deliveries

At the Closing, QPM shall deliver or cause to be delivered to Idaho Champion the following documents:

- (a) a certificate of compliance and a certificate of attestation with respect to QPM;
- (b) a certificate of the Chief Executive Officer or other senior officer of QPM certifying:
 - (i) the corporate status of QPM;
 - (ii) the resolutions of the board of directors of QPM and/or (if required by Applicable Law) equity holder(s) of QPM authorizing the execution, delivery and performance of this Agreement and of all contracts, agreements, instruments, certificates and other documents required by this Agreement to be delivered by QPM; and
 - (iii) the incumbency and signatures of the officer(s) of QPM executing this Agreement and any other document relating to the transactions contemplated by this Agreement;
- (c) transfer instruments for the Property, duly executed by QPM, duly completed and executed transfer form prescribed by the *Mining Act* (Québec) and including all other required supporting documentation, in form and content satisfactory to Idaho Champion, appropriate to effectively vest good and marketable title to the Property in Idaho Champion to the extent contemplated by this Agreement, and registrable in all places where registration of such instruments is necessary or desirable;
- (d) a bring-down certificate of the Chief Executive Officer or other senior officer of QPM dated as of the Closing Date;
- (e) a copy of the Royalty Agreement executed by QPM;
- (f) a copy of the Escrow Agreement executed by Idaho Champion;
- (g) all such other assurances, consents, agreements, documents and instruments as may be reasonably required by Idaho Champion to complete the transactions provided for in this Agreement, all of which shall be in form and substance satisfactory to Idaho Champion, acting reasonably.

4.3 Idaho Champion's Closing Deliveries

At the Closing, Idaho Champion shall deliver or cause to be delivered to QPM the following documents and payments:

- (a) a certificate of compliance with respect to Idaho Champion;

- (b) a certificate of the President and Chief Executive Officer or other senior officer of Idaho Champion certifying:
 - (i) the corporate status of Idaho Champion, as applicable;
 - (ii) the resolutions of the board of Idaho Champion, as applicable, authorizing the execution, delivery and performance of this Agreement and of all contracts, agreements, instruments, certificates and other documents required by this Agreement to be delivered by Idaho Champion; and
 - (iii) the incumbency and signatures of the officer(s) of Idaho Champion, executing this Agreement and any other document relating to the transactions contemplated by this Agreement;
- (c) a bring-down certificate of the President and Chief Executive Officer or other senior officer of Idaho Champion dated as of the Closing Date;
- (d) a copy of the Royalty Agreement executed by Idaho Champion;
- (e) a copy of the Escrow Agreement executed by Idaho Champion;
- (f) a wire transfer to, or a certified cheque payable to QPM, for an amount representing the cash consideration portion of the Purchase Price;
- (g) evidence of the issuance of the Consideration Shares registered as directed by QPM in the form of a DRS advice in the direct registration system of Idaho Champion's transfer agent, or a physical certificate; and
- (h) all such other assurances, consents, agreements, documents and instruments as may be reasonably required by QPM to complete the transactions provided for in this Agreement, all of which shall be in form and substance satisfactory to QPM, acting reasonably.

ARTICLE 5 CONDITIONS OF CLOSING

5.1 Idaho Champion's Conditions

Idaho Champion shall not be obligated to complete the transactions contemplated by this Agreement, including the purchase of the Property unless, at or before the Closing Time, each of the conditions listed below in this Section 5.1 has been satisfied (or, where permitted by Applicable Law, waived by Idaho Champion), it being understood that the said conditions are included for the exclusive benefit of Idaho Champion. QPM shall take all such actions, steps and proceedings as are reasonably within its control as may be necessary to ensure that the conditions listed below in this Section 5.1 are fulfilled at or before the Closing Time.

- 5.1.1 *QPM Regulatory Approvals.* QPM shall have obtained any necessary approvals of the TSX-V for the transactions contemplated hereunder, and provided copies of any correspondence with the TSX-V in respect thereto to Idaho Champion.
- 5.1.2 *Idaho Champion Regulatory Approvals.* Idaho Champion shall have obtained any necessary regulatory approvals, including approval of the CSE for the transactions contemplated hereunder.
- 5.1.3 *Board Approval.* Idaho Champion shall have obtained board approval for the transactions contemplated hereunder.
- 5.1.4 *Due diligence.* Idaho Champion shall have completed satisfactory due diligence on the Property including with respect to title and related matters.
- 5.1.5 *Representations and Warranties.* The representations and warranties of QPM in Section 3.1 shall be true and correct at the Closing Time.
- 5.1.6 *QPM's Compliance and Deliverables.* QPM shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before the Closing Time and shall have executed and delivered or caused to have been executed and delivered to Idaho Champion at the Closing all the documents contemplated in Section 4.2 and elsewhere in this Agreement.
- 5.1.7 *Material Adverse Change.* During the Interim Period, there shall have been no Material Adverse Change with respect to the Property.
- 5.1.8 *No Litigation.* During the Interim Period, there shall have been no Order (whether temporary, preliminary or permanent) made or any Legal Proceedings commenced or Threatened:
- (a) against either Party or against any of their respective Affiliates or any of their respective directors or officers, for the purpose of enjoining, prohibiting, preventing or restraining, temporarily or permanently, the completion of the transactions contemplated by this Agreement; or
 - (b) against either Party or against any of their respective Affiliates or any of their respective directors or officers which, in the result, could adversely affect the right of Idaho Champion to acquire or retain the Property.
- 5.1.9 *No Law.* During the Interim Period, no Governmental Authority shall have enacted, issued or promulgated any Law which has the effect of (a) making any of the transactions contemplated by this Agreement illegal, or (b) otherwise prohibiting, preventing or restraining the consummation of any of the transactions contemplated by this Agreement.

5.2 Condition Not Fulfilled

If any condition in Section 5.1 has not been fulfilled at or before the Outside Date or if any such condition is, or becomes, impossible to satisfy prior to the Outside Date, other than as a result of

the failure of Idaho Champion to comply with its obligations under this Agreement, then Idaho Champion in its sole discretion may, without limiting any rights or remedies available to Idaho Champion at law or in equity, either:

- (a) terminate this Agreement by notice to QPM, as provided in Section 8.1(b); or
- (b) waive compliance with any such condition without prejudice to its right of termination in the event of non-fulfilment of any other condition.

5.3 QPM's Conditions

QPM shall not be obligated to complete the transactions contemplated by this Agreement unless, at or before the Closing Time, each of the conditions listed below in this Section 5.3 has been satisfied (or, where permitted by Applicable Law, waived by QPM), it being understood that the said conditions are included for the exclusive benefit of QPM. Idaho Champion shall take all such actions, steps and proceedings as are reasonably within Idaho Champion's control as may be necessary to ensure that the conditions listed below in this Section 5.3 are fulfilled at or before the Closing Time.

- 5.3.1 *QPM Regulatory Approvals.* QPM shall have obtained any necessary approvals of the TSX-V for the transactions contemplated hereunder.
- 5.3.2 *Representations and Warranties.* The representations and warranties of Idaho Champion in Section 3.2 shall be true and correct at the Closing Time.
- 5.3.3 *Idaho Champion's Compliance and Deliverables.* Idaho Champion shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before the Closing Time and shall have executed and delivered or caused to have been executed and delivered to QPM at the Closing all the documents contemplated in Section 4.3 and elsewhere in this Agreement.
- 5.3.4 *No Litigation.* During the Interim Period, there shall have been no Order (whether temporary, preliminary or permanent) made or any Legal Proceedings commenced or Threatened against either Party or against any of their respective Affiliates or any of their respective directors or officers, for the purpose of enjoining, prohibiting, preventing or restraining the completion of the transactions contemplated by this Agreement.
- 5.3.5 *Material Adverse Change.* During the Interim Period, there shall have been no Material Adverse Change with respect to Idaho Champion.
- 5.3.6 *No Law.* During the Interim Period, no Governmental Authority shall have enacted, issued or promulgated any Law which has the effect of (a) making any of the transactions contemplated by this Agreement illegal, or (b) otherwise prohibiting, preventing or restraining the consummation of any of the transactions contemplated by this Agreement.

5.4 Condition Not Fulfilled

If any condition in Section 5.3 has not been fulfilled at or before the Outside Date or if any such condition is, or becomes, impossible to satisfy prior to the Outside Date, other than as a result of the failure of QPM to comply with its obligations under this Agreement, then QPM in its sole discretion may, without limiting any rights or remedies available to QPM at law or in equity, either:

- (a) terminate this Agreement by notice to Idaho Champion as provided in Section 8.1(c); or
- (b) waive compliance with any such condition without prejudice to its right of termination in the event of non-fulfilment of any other condition.

ARTICLE 6 INDEMNIFICATION

6.1 Indemnity by QPM

QPM shall indemnify the Idaho Champion Indemnified Parties and save them fully harmless against, and will reimburse them for, any Damages arising from, in connection with or related in any manner whatsoever to:

- (a) any incorrectness in or breach of any representation or warranty of QPM contained in this Agreement or in any other agreement, certificate or instrument executed and delivered pursuant to this Agreement;
- (b) any breach or any non-fulfilment of any covenant, agreement or obligation on the part of QPM contained in this Agreement or in any other agreement, certificate or instrument executed and delivered pursuant to this Agreement;
- (c) any failure of QPM to transfer good and valid title to the Property to Idaho Champion, free and clear of all Encumbrances other than Permitted Encumbrances; and
- (d) any Taxes payable with respect to the Property and relating to the period prior to the Closing Date.

6.2 Indemnity by Idaho Champion

Idaho Champion shall indemnify the QPM Indemnified Parties and save them fully harmless against, and will reimburse them for, any Damages arising from, in connection with or related in any manner whatsoever to:

- (a) any incorrectness in or breach of any representation or warranty of Idaho Champion contained in this Agreement or in any other agreement, certificate or instrument executed and delivered pursuant to this Agreement; and

- (b) any breach or non-fulfilment of any covenant or agreement on the part of Idaho Champion contained in this Agreement or in any other agreement, certificate or instrument executed and delivered pursuant to this Agreement.

6.3 Claim Notice

If an Indemnified Party becomes aware of any act, omission or state of facts that may give rise to Damages in respect of which a right of indemnification is provided for under this Article 6, the Indemnified Party shall promptly give written notice thereof (a “**Claim Notice**”) to the Indemnifying Party. The Claim Notice shall specify whether the potential Damages arise as a result of a claim by a Person against the Indemnified Party (a “**Third Party Claim**”) or whether the potential Damages arise as a result of a claim directly by the Indemnified Party against the Indemnifying Party (a “**Direct Claim**”), and shall also specify with reasonable particularity (to the extent that the information is available):

- (a) the factual basis for the Direct Claim or Third Party Claim, as the case may be; and
- (b) the amount of the potential Damages arising therefrom, if known.

If, through the fault of the Indemnified Party, the Indemnifying Party does not receive a Claim Notice in time effectively to contest the determination of any liability susceptible of being contested or to assert a right to recover an amount under applicable insurance coverage, then the liability of the Indemnifying Party to the Indemnified Party under this Article 6 shall be reduced only to the extent that Damages are actually incurred by the Indemnifying Party resulting from the Indemnified Party’s failure to give the Claim Notice on a timely basis. Nothing in this Section 6.3 shall be construed to affect the time within which a Claim Notice must be delivered pursuant to Sections 6.4.1 and 6.4.2 in order to permit recovery pursuant to Section 6.1(a) or 6.2(a) as the case may be.

6.4 Time Limits for Claim Notice for Breach of Representations and Warranties

6.4.1 *Notice by Idaho Champion.* No Damages may be recovered from QPM pursuant to Section 6.1(a) unless a Claim Notice is delivered by Idaho Champion in accordance with the timing set out below:

- (a) with respect to the representations and warranties in Section 3.1.14, at any time within five years after Closing; and
- (b) with respect to all other representations and warranties, other than Section 3.1.14, at any time within 24 months after Closing; and

6.4.2 *Notice by QPM.* No Damages may be recovered from Idaho Champion pursuant to Section 6.2(a) unless a Claim Notice is delivered by QPM, with respect to all representations and warranties of Idaho Champion, at any time within 24 months after Closing.

6.5 Certain Limitations

6.5.1 *Damages from QPM.* Damages may only be recovered from QPM pursuant to Section 6.1(a) up to the Purchase Price and the value of the Consideration Shares at Closing. Furthermore, QPM shall not be liable to Idaho Champion for Damages until the aggregate amount of all Damages in respect of indemnification under this Agreement exceeds \$50,000, in which case QPM shall only be required to pay or be liable for Damages in excess of such amount. Such limitations shall have no application to any claim to recover Damages based on any incorrectness in or breach of any other representation or warranty of QPM in this Agreement resulting from fraud, fraudulent misrepresentation or intentional misrepresentation by QPM.

6.5.2 *Damages from Idaho Champion.* Damages may only be recovered from Idaho Champion pursuant to Section 6.2(a) up to the Purchase Price and the value of the Consideration Shares. Such limitation shall have no application to any claim to recover Damages based on any incorrectness in or breach of any other representation or warranty of Idaho Champion in this Agreement resulting from fraud, fraudulent misrepresentation or intentional misrepresentation by Idaho Champion.

6.6 Agency for Non-Parties

Notwithstanding Section 9.14, each Party hereby accepts each indemnity in favour of each of its Indemnified Parties who are not Parties as agent and trustee of that Indemnified Party. Each Party may enforce an indemnity in favour of any of that Party's Indemnified Parties on behalf of each such Indemnified Party.

6.7 Direct Claims

In the case of a Direct Claim, the Indemnifying Party shall have 60 days from receipt of a Claim Notice in respect thereof within which to make such investigation as the Indemnifying Party considers necessary or desirable. For the purpose of such investigation, the Indemnified Party shall make available to the Indemnifying Party the information relied upon by the Indemnified Party to substantiate its right to be indemnified under this Article 6, together with all such other information as the Indemnifying Party may reasonably request. If the Parties fail to agree at or before the expiration of such 60 day period (or any mutually agreed upon extension thereof), the Indemnified Party shall be free to pursue such remedies as may be available to it.

6.8 Third Party Claims

6.8.1 *Rights of Indemnifying Party.* In the event a Claim Notice is delivered with respect to a Third Party Claim, the Indemnifying Party shall have the right, at its expense, to participate in but not control the negotiation, settlement or defence of the Third Party Claim, which control shall rest at all times with the Indemnified Party, unless the Indemnifying Party:

- (a) irrevocably and unconditionally acknowledges in writing complete responsibility for, and agrees to indemnify the Indemnified Party in respect of all Damages relating to, the Third Party Claim; and

- (b) furnishes evidence to the Indemnified Party whenever requested by the Indemnified Party, which is satisfactory to the Indemnified Party of the Indemnifying Party's financial ability to indemnify the Indemnified Party,

in which case the Indemnifying Party may assume such control at its expense through counsel of its choice; provided, however, that notwithstanding the foregoing, the Indemnifying Party shall not be permitted to assume control of the negotiation, settlement or defence of the Third Party Claim if: (i) such Third Party Claim seeks equitable relief against the Indemnified Party as a primary form of relief; or (ii) such Third Party Claim involves criminal liability.

6.8.2 *Respective Rights on Indemnifying Party's Assumption of Control.* If the Indemnifying Party elects to assume control as contemplated in Section 6.8.1, the Indemnifying Party shall reimburse the Indemnified Party for all of the Indemnified Party's out-of-pocket expenses incurred as a result of such assumption. The Indemnified Party shall continue to have the right to participate in the negotiation, settlement or defence of such Third Party Claim and to retain counsel to act on its behalf, provided that the fees and disbursements of such counsel shall be paid by the Indemnified Party unless the Indemnifying Party consents to the retention of such counsel at its expense or unless the named parties to any action or proceeding include both the Indemnifying Party and the Indemnified Party and a representation of both the Indemnifying Party and the Indemnified Party by the same counsel would be inappropriate due to the actual or potential differing interests between them (such as the availability of different defences), in which case the fees and disbursements of such counsel shall be paid by the Indemnifying Party. The Indemnified Party shall co-operate with the Indemnifying Party so as to permit the Indemnifying Party to conduct such negotiation, settlement and defence and for this purpose shall preserve all relevant documents in relation to the Third Party Claim, allow the Indemnifying Party access on reasonable notice to inspect and take copies of all such documents and require its personnel to provide such statements as the Indemnifying Party may reasonably require and to attend and give evidence at any trial or hearing in respect of the Third Party Claim.

6.8.3 *Lack of Reasonable Diligence.* If, having elected to assume control as contemplated by Section 6.8.1, the Indemnifying Party thereafter fails to conduct the negotiation, settlement or defence of the relevant Third Party Claim with reasonable diligence, then the Indemnified Party shall be entitled to assume such control and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claim.

6.8.4 *Commercially Necessary Payments Prior to Settlement.* If any Third Party Claim is of a nature such that it is necessary in the reasonable view of the Indemnified Party acting in a manner consistent with reasonable commercial practices, in order to preserve the rights of the Indemnified Party under such Contract, to make a payment to any Person (a "**Third Party**") with respect to the Third Party Claim before the completion of settlement negotiations or related Legal Proceedings, as the case may be, then the Indemnified Party may make such payment and the Indemnifying Party shall, promptly after demand by the Indemnified Party, reimburse the Indemnified Party for such payment. If the amount of any liability of the Indemnified Party under the Third Party Claim in respect of which such a

payment was made, as finally determined, is less than the amount which was paid by the Indemnifying Party to the Indemnified Party, the Indemnified Party shall, promptly after receipt of the difference from the Third Party, pay the amount of such difference to the Indemnifying Party.

6.8.5 *Compulsory Payments Prior to Settlement.*

- (a) In the case of a Claim Notice concerning an amount of Damages (i) required to be paid by an Indemnified Party under Applicable Law or any Order, or (ii) in respect of which any amount is garnished by a Governmental Authority (each such amount a “**Preliminary Compulsory Payment Amount**”), the Indemnifying Party shall, within 10 days of receipt of the Claim Notice, pay the Indemnified Party an amount equal to the Preliminary Compulsory Payment Amount.
- (b) Upon the occurrence of a Final Compulsory Payment Indemnification Event (if any), (i) if the aggregate of all Preliminary Compulsory Payment Amounts is less than the amount so determined under the Final Determination to be the amount owing (the “**Final Compulsory Payment Amount**”), the Indemnifying Party shall, within 10 days of the time that the Indemnified Party notifies the Indemnifying Party of the occurrence of the Final Compulsory Payment Indemnification Event, pay to the Indemnified Party an amount equal to the difference between the aggregate for all Preliminary Compulsory Payment Amounts and the Final Compulsory Payment Amount, and (ii) if the aggregate of all Preliminary Compulsory Payment Amounts exceeds the Final Compulsory Payment Amount, the Indemnified Party shall within 10 days of the receipt of any related refund or credit, pay to the Indemnifying Party the amount of such refund or credit (including any interest paid or credited with respect thereto but net of any Taxes payable by the Indemnified Party in respect of such refund, credit or interest).

6.8.6 *Other Rights of Indemnified Party.* If the Indemnifying Party does not, or is not permitted to, assume control of the defence of any Third Party Claim pursuant to Section 6.8.1, the Indemnified Party shall have the exclusive right to contest, settle or pay the amount claimed and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claim. Whether or not the Indemnifying Party assumes control of the negotiation, settlement or defence of any Third Party Claim, the Indemnifying Party shall not settle any Third Party Claim without the written consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed.

6.9 Interest on Damages

The amount of any Damages which is subject to indemnification hereunder shall bear interest from and including the date the Indemnified Party was notified of the claim for Damages at the Prime Rate calculated from and including such date to but excluding the date reimbursement of such Damages by the Indemnifying Party is made, compounded monthly, and the amount of such interest shall be deemed to be part of such Damages.

6.10 Set-off

Idaho Champion shall be entitled to set off the amount of any Damages subject to indemnification under this Agreement against any other amounts payable by Idaho Champion to QPM (or any permitted assignee of this Agreement), whether under this Agreement, or otherwise.

6.11 Cooperation

Each Indemnified Party and Indemnifying Party shall reasonably cooperate and assist each other in determining the validity of any claim for indemnity by an Indemnified Party and otherwise in resolving such matters. Such assistance and cooperation will include providing reasonable access to information, records and documents relating to such matters and furnishing employees to assist in the investigation, defence and resolution of such matters.

6.12 Adjustment to Purchase Price

Unless otherwise required by Applicable Law, all indemnification payments under this Article 6 shall be treated as adjustments to the Purchase Price. If any payment made by QPM or Idaho Champion as a consequence of a breach, modification or termination of this Agreement is deemed by applicable law to include sales or transfer Taxes, such payment shall be increased such that the net amount retained by the recipient of such payment be equal to the full amount it would have retained had no such sales or transfer Taxes been deemed to be so included.

ARTICLE 7 COVENANTS

7.1 Investigation

During the Interim Period, QPM shall give, or cause to be given, to Idaho Champion and its Representatives reasonable access during normal business hours to the Property, as Idaho Champion deems necessary to familiarize itself with the Property. Such investigations, inspections, surveys and tests shall be carried out during normal business hours and without undue interference with the operations of QPM, and QPM shall co-operate fully in facilitating such investigations, inspections, surveys and tests and shall furnish copies of all such documents and materials relating to such matters as may be reasonably requested by or on behalf of Idaho Champion.

7.2 Confidentiality

7.2.1 *Information to be Confidential.* Each Recipient shall treat confidentially and not disclose, and shall cause each of its Representatives to treat confidentially and not disclose, other than as expressly contemplated by this Agreement, any Confidential Information of a Discloser.

7.2.2 *Use of Confidential Information.* A Recipient may disclose Confidential Information only to those of its Representatives who need to know such Confidential Information for the purpose of implementing the transaction contemplated by this Agreement. No Recipient shall use, nor permit its Representatives to use, Confidential Information for any other

purpose nor in any way that is, directly or indirectly, detrimental to the applicable Discloser.

- 7.2.3 *Required Disclosure.* If a Recipient or any of its Representatives receives a request or is legally required to disclose all or any part of the Confidential Information of a Discloser, such Recipient shall (a) promptly notify the Discloser of the request or requirement, (b) consult with the Discloser on the advisability of taking legally available steps to resist or narrow the request or lawfully avoid the requirement, and (c) if requested by the Discloser, and at the Discloser's expense, take all necessary steps to seek a protective order or other appropriate remedy. If a protective order or other remedy is not available, or if the Discloser waives compliance with the provisions of this Section 7.2.3, (i) the Recipient receiving the request for disclosure or its Representatives, as the case may be, may disclose to the Person requiring disclosure only that portion of the Confidential Information which such Recipient is advised by written opinion of its counsel is legally required to be disclosed, and (ii) such Recipient shall not be liable for such disclosure unless such disclosure was caused by or resulted from a previous disclosure by such Recipient or its Representatives not permitted by this Agreement.
- 7.2.4 *Return or Destruction.* Following the termination of this Agreement in accordance with the provisions of this Agreement, at the request of the Discloser each Recipient shall (and shall cause each of its Representatives to) (a) return promptly to the Discloser all physical copies of the Confidential Information of the Discloser, excluding Notes, then in such Recipient's possession or in the possession of its Representatives and (b) destroy all (i) electronic copies of such Confidential Information, and (ii) Notes (including electronic copies thereof) prepared by such Recipient or any of its Representatives, in a manner that ensures the same may not be retrieved or undeleted by such Recipient or any of its Representatives. Notwithstanding the foregoing, the Recipient shall not be required to destroy, and shall be permitted to retain: (a) back-up copies of computer files created in the ordinary course of business, although if such copies are restored from back-up files after the Discloser has requested the return or destruction of the Confidential Information they contain, then any Confidential Information in such restored files shall be treated in confidence and shall be destroyed, (b) any Confidential Information that has been included within or referred to in board papers (including submissions to or any minutes of deliberations of the board of directors of the Recipient or any committee thereof), and (c) any Confidential Information that is reasonably required to defend the Recipient in any legal proceeding brought or threatened against it.
- 7.2.5 *Exceptions.* For a period of two years after the Closing, QPM shall hold and shall cause its Representatives to, hold, in confidence any and all information, whether written or oral, concerning the Property, except to the extent that QPM can show that such information: (a) is required to be disclosed pursuant to Applicable Law, including for greater certainty Canadian Securities Laws and applicable stock exchange policies, (b) is generally available to the public, other than as a result of a disclosure by QPM, any of its Affiliates or any of their respective Representatives or (c) is received by QPM, any of its Affiliates or any of their respective Representatives on a non-confidential basis from sources that are not prohibited from disclosing such information by a confidentiality agreement with, or a contractual, fiduciary or other legal confidentiality obligation to. If QPM, any of its

Affiliates or any of their respective Representatives receives a request or is legally required to disclose all or any part of any information, the provisions of Section 7.2.3 shall apply *mutatis mutandis*.

7.3 Action During Interim Period

- 7.3.1 *Operate in Ordinary Course.* During the Interim Period, QPM shall operate in respect of the Property in the Ordinary Course of Business in compliance with Applicable Law and the terms, and in a manner consistent with past custom and practice.
- 7.3.2 *Positive Covenants.* During the Interim Period, QPM shall promptly (a) notify Idaho Champion if it becomes aware of any event or circumstance which could reasonably be expected to have a Material Adverse Change with respect to the Property, and (b) provide Idaho Champion with copies of any notices or other communications received by QPM relate, in any way, to the Property.
- 7.3.3 The Property shall remain at the risk of QPM until the Closing Time and thereafter shall be to the risk of Idaho Champion.
- 7.3.4 QPM shall keep all relevant policies of insurance now in effect or renewals thereof until the Closing Time and shall give all notices and present all claims under all such policies of insurance in a due and timely fashion.

7.4 Consents and Approvals

- 7.4.1 Subject to the terms and conditions contained herein, the Parties shall cooperate and use commercially reasonable efforts to take, or cause to be taken, all appropriate actions, and to make, or cause to be made, all filings necessary, proper or advisable under Applicable Laws and to consummate and make effective the transactions contemplated by this Agreement on the Closing Date, including any and all efforts to obtain, prior to the Closing, any Consents and Regulatory Approvals.
- 7.4.2 Each of the Parties shall promptly inform the other of any communication from or with any Governmental Authority regarding any of the transactions contemplated by this Agreement. If any Party or Affiliate thereof receives a request for additional information or documentary material from any such Governmental Authority with respect to the transactions contemplated by this Agreement, then such party will make, or cause to be made, as soon as reasonably practicable and to the extent practicable after consultation with the other Party, an appropriate response in compliance with such request.

7.5 Co-Operation with Respect to Orderly Disposition

If QPM wishes to transfer a number of its Consideration Shares (the “**Sale Shares**”) that exceeds 100,000 in any given single week, then QPM will first give written notice to Idaho Champion (the “**Sale Notice**”), specifying the number of Sale Shares QPM wishes to sell and the minimum cash price which QPM is prepared to accept, and Idaho Champion will then have the right for a period of ten Business Days after receipt of the Sale Notice (the “**Sale Response Period**”) to designate the purchaser(s) of the Sale Shares. If Idaho Champion elects to designate such purchaser(s) of the

Sale Shares, QPM will be provided, prior to the expiry of the Sale Response Period, with one or more executed purchase agreements with respect to the sale of all such Sale Shares which shall be negotiated in good faith during the Sale Response Period between such purchaser(s), Idaho Champion and QPM and shall be in form and substance acceptable to QPM, acting reasonably. In the event that Idaho Champion declines to designate the purchaser(s) for the Sale Shares or fails to provide QPM with one or more executed purchase agreements as required, then QPM may for a period of 60 days following the expiry of the Sale Response Period sell such Sale Shares to other purchasers in its discretion at not less than the minimum cash price specified in its Sale Notice. For greater certainty, this Section 7.5 does not restrict QPM from tendering shares to a take-over bid made in compliance with Securities Laws.

7.6 Property Information

All Property Information not delivered to Idaho Champion on or before the Closing Time shall be delivered by QPM to Idaho Champion within five Business Days of the Closing Date. If, following Closing, QPM or any of its Representatives discovers any such written or electronic books, records, data, information, documents or materials within their possession or under their control that were not so delivered, then such Person shall promptly deliver any of the foregoing to Idaho Champion.

7.7 Royalty Agreement

Each of Idaho Champion and QPM shall execute the Royalty Agreement at the Closing Time.

7.8 Post-Closing Transfers

If any Party becomes aware that any legal or beneficial interest in any of the Property may remain vested in QPM or an Affiliate following the Closing (any such Property, a “**Wrong Pocket Asset**”), such Party will as soon as reasonably practical notify the other. QPM will promptly provide Idaho Champion with all information Idaho Champion may reasonably request with respect to any such Wrong Pocket Asset. QPM shall (or shall cause its Affiliate to) transfer or assign such Wrong Pocket Asset to Idaho Champion for no additional consideration (it being acknowledged and agreed that payment of the Purchase Price shall constitute good and valuable consideration for such Wrong Pocket Asset) as soon as reasonably practicable. QPM shall (or cause its applicable Affiliate to) hold such Wrong Pocket Asset in trust for Idaho Champion pending such transfer. QPM is liable for all costs and expenses incurred in connection with any transfer of Wrong Pocket Assets pursuant to and in accordance with this Section 7.8.

7.9 QPM Chattels

Prior to the Closing Time, QPM shall take all necessary steps, at its own expense, to remove all chattels currently on the Property and belonging to QPM, including without limitation, all vehicles located on the Property. All QPM property which remains on the Property following the Closing Time is at QPM’s own risk and Idaho Champion assumes no responsibility to safeguard or otherwise maintain such property. If QPM fails to remove such materials by such date, Idaho Champion may dispose of such material and shall set any expenses incurred in such disposal against amounts owing to QPM hereunder. QPM or its designated representatives may enter the Property at their sole risk for the purpose of removing such material upon providing Idaho

Champion with at least three Business Days prior written notice and during normal business hours. While on the Property QPM shall cause its employees and/or other designated representatives to comply with all of Idaho Champion's health and safety and other relevant policies as communicated by Idaho Champion from time to time and shall at all times ensure that there is minimal disruption to Idaho Champion's Operations.

ARTICLE 8 TERMINATION

8.1 Grounds for Termination

This Agreement may be terminated on or prior to the Closing Date:

- (a) by the mutual written agreement of QPM and Idaho Champion;
- (b) by written notice from Idaho Champion to QPM as permitted in Section 5.2; or
- (c) by written notice from QPM to Idaho Champion as permitted in Section 5.4.

8.2 Effect of Termination

If this Agreement is terminated:

- (a) by QPM or by Idaho Champion under Section 8.1, subject to Section 8.2(b), all further obligations of the Parties under this Agreement shall terminate, except for the obligations under Sections 7.2, 9.1 and 9.2, which shall survive such termination; or
- (b) by a Party under Section 8.1(b) or 8.1(c) and the right to terminate arose because of a breach of this Agreement by the other Party (including a breach by the other Party resulting in a condition in favour of the terminating Party failing to be satisfied), then, the other Party shall remain fully liable for any and all Damages sustained or incurred by the terminating Party directly or indirectly as a result thereof.

ARTICLE 9 GENERAL

9.1 Expenses

Except as otherwise expressly provided herein, each Party shall be responsible for all costs and expenses (including any Taxes imposed on such expenses) incurred by it in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the transactions contemplated by this Agreement (including the fees and disbursements of legal counsel, bankers, investment bankers, accountants, brokers and other advisers).

9.2 Public Announcements

The Parties hereto may each publicly announce the transactions contemplated hereby following the execution and delivery of this Agreement, provided that the text and timing of each disclosing Party's announcement must be approved by the other parties in advance, acting reasonably. No Party shall issue any press release or otherwise make public announcements with respect to this Agreement without such approval having been obtained (which approval shall not be unreasonably withheld or delayed); provided, however, that the foregoing shall be subject to each Party's overriding obligation to make any disclosure or filing required under Applicable Laws or stock exchange rules, and the Party making such disclosure shall use all commercially reasonable efforts to give prior oral or written notice to the other Parties and reasonable opportunity to review or comment on the disclosure or filing, and if such prior notice is not possible, to give such notice immediately following the making of such disclosure or filing.

9.3 Notices

9.3.1 *Mode of Giving Notice.* Any notice, direction, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if (a) delivered personally, (b) sent by prepaid courier service or mail, or (c) sent by e-mail (return receipt requested) or other similar means of electronic communication, in each case to the applicable address set out below:

(a) if to QPM, to:

Quebec Precious Metals Corporation
1080, Côte du Beaver Hall
Bureau 2101, Montréal
Québec H2Z 1S8

Attention: Normand Champigny
Email: nchampigny@qpmcorp.ca

with a copy (which shall not constitute notice) to:

Norton Rose Fulbright Canada LLP
1500-2828 Blvd Laurier
Québec (Québec) G1V 0B9

Attention: Jean-Philippe Buteau
Email: jean-philippe.buteau@nortonrosefulbright.com

(b) if to Idaho Champion to:

Idaho Champion Gold Mines Canada Inc.
401 Bay Street, Suite 2704
Toronto, Ontario M5H 2Y4

Attention: Jonathan Buick
Email: jbuick@idahochamp.com

with a copy (which shall not constitute notice) to:

Fasken Martineau DuMoulin LLP
Bay Adelaide Centre
333 Bay Street, Suite 2400
P.O. Box 20, Toronto
Ontario, M5H 2T6

Attention: Myroslav Chwaluk
Email: mchwaluk@fasken.com

9.3.2 *Deemed Delivery of Notice.* Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of e-mailing or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered, e-mailed or sent before 4:30 p.m. (Eastern Time) on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day. Any such communication sent by mail shall be deemed to have been given and made and to have been received on the fifth Business Day following the mailing thereof; provided however that no such communication shall be mailed during any actual or apprehended disruption of postal services. Any such communication given or made in any other manner shall be deemed to have been given or made and to have been received only upon actual receipt.

9.4 Time of Essence

Time shall be of the essence of this Agreement in all respects.

9.5 Further Assurances

Each Party shall from time to time promptly execute and deliver or cause to be executed and delivered all such further documents and instruments and shall do or cause to be done all such further acts and things in connection with this Agreement that the other Party may reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement or any provision hereof.

9.6 Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, representations, warranties, obligations or other agreements between the Parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as explicitly set out in this Agreement.

9.7 Amendment

No amendment of this Agreement shall be effective unless made in writing and signed by the Parties.

9.8 Waiver

A waiver of any default, breach or non-compliance under this Agreement shall not be effective unless in writing and signed by the Party to be bound by the waiver, and then only in the specific instance and for the specific purpose for which it has been given. No waiver shall be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other Party. The waiver by a Party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

9.9 Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

9.10 Remedies Cumulative

The rights, remedies, powers and privileges herein provided to a Party are cumulative and in addition to and not exclusive of or in substitution for any rights, remedies, powers and privileges otherwise available to that Party.

9.11 Attornment

Each Party agrees (a) that any Legal Proceeding relating to this Agreement may (but need not) be brought in any court of competent jurisdiction in the City of Toronto in the Province of Ontario, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of such Ontario court; (b) that it irrevocably waives any right to, and shall not, oppose any such Legal Proceeding in the City of Toronto in the Province of Ontario on any jurisdictional basis, including *forum non conveniens*; and (c) not to oppose the enforcement against it in any other jurisdiction of any Order duly obtained from an Ontario court as contemplated by this Section 9.11.

9.12 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in such Province and this Agreement shall be treated, in all respects, as an Ontario contract.

9.13 Successors and Assigns; Assignment

- (a) This Agreement shall enure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns.
- (b) Notwithstanding Section 9.13(c), Idaho Champion may assign any or all of its rights under this Agreement to a subsidiary, directly or indirectly, wholly-owned by it (“**Idaho Champion Subsidiary**”) and Idaho Champion shall cause such Idaho Champion Subsidiary to execute and deliver to QPM a joinder to this Agreement at Closing wherein Idaho Champion Subsidiary agrees to be bound jointly and severally with Idaho Champion by the applicable provisions of this Agreement as Idaho Champion and to make all representations and warranties of Idaho Champion under this Agreement. For greater certainty, no such assignment shall relieve Idaho Champion from any of its obligations or covenants under this Agreement.
- (c) Neither Party may assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its respective rights or obligations under this Agreement without the prior written consent of the other Party.

9.14 Third Party Beneficiaries

This Agreement is for the sole benefit of the Parties, and except as specifically provided for in Section 6.6, nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

9.15 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Party by e-mail in PDF format or by other electronic transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving Party.


9.16 Language

The Parties acknowledge that they have required that the present Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant or relating directly or indirectly hereto be drawn up in English. *Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention ainsi que de tous documents exécutés, avis donnés et toutes poursuites judiciaires intentées, directement ou indirectement, relativement ou à la suite de la présente convention.*


[Signature page follows.]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

**QUEBEC PRECIOUS METALS
CORPORATION**

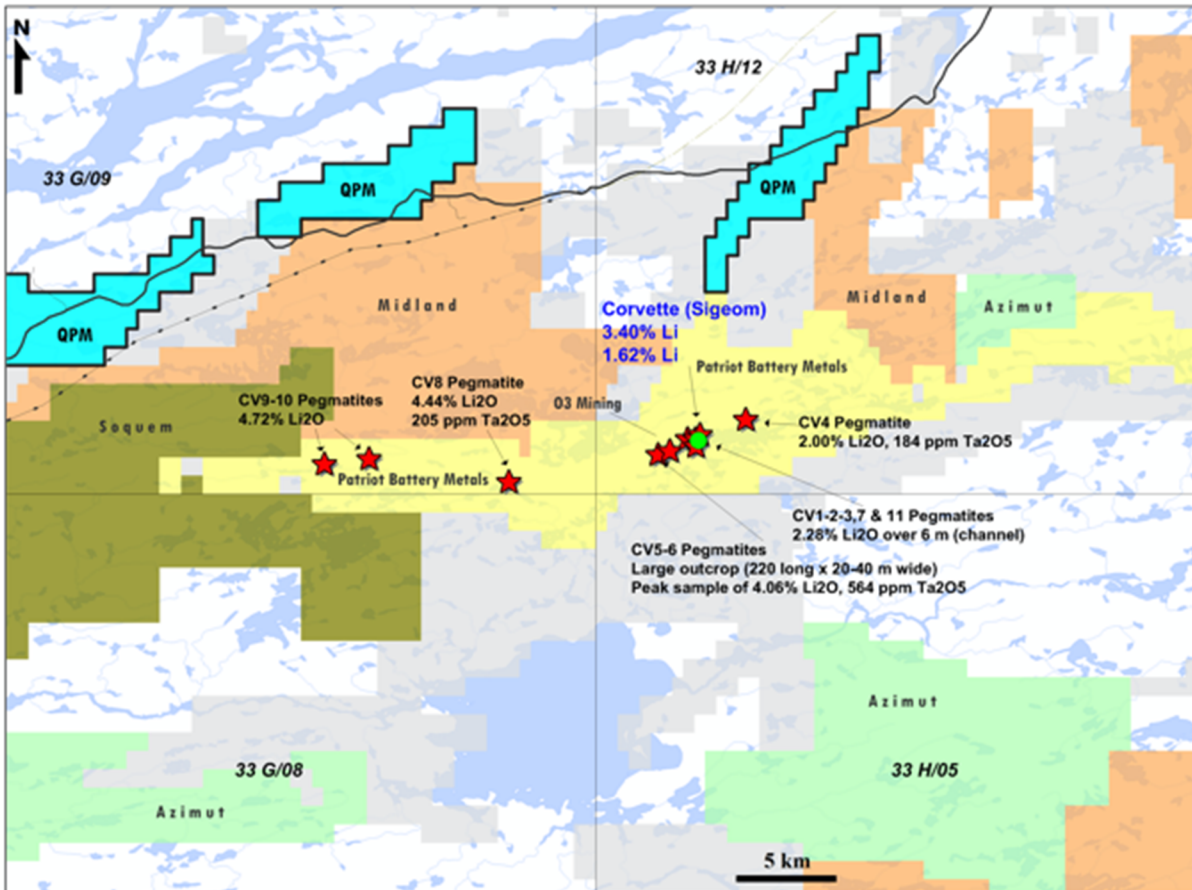
DocuSigned by:
By: 
AD13ACC80A7B41A...
Name: Normand Champigny
Title: Chief Executive Officer

**IDAHO CHAMPION GOLD MINES
CANADA INC.**

DocuSigned by:
By: 
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Name: Jonathan Buick
Title: President and Chief Executive
Officer

SCHEDULE A PROPERTY

A description of the Property (and a map showing the property and adjacent owners, if known) and list of all related mineral rights, liabilities and obligations to maintain the Property in good standing and relevant deadlines is below.



**SCHEDULE B
ESCROW AGREEMENT**

See attached.

ESCROW AGREEMENT

THIS AGREEMENT is made as of the [●] day of [●], 2022.

BETWEEN

QUEBEC PRECIOUS METALS CORPORATION, a corporation duly existing under the laws of Canada, having a place of business at 1080, Côte du Beaver Hall, Bureau 2101, Montréal, Québec H2Z 1S8

(hereinafter referred to as “**QPM**”)

- and -

IDAHO CHAMPION GOLD MINES CANADA INC., a corporation duly existing under the laws of Canada, having a place of business at 401 Bay Street, Suite 2704, Toronto, Ontario M5H 2Y4

(hereinafter referred to as “**Idaho Champion**”, and together with QPM, the “**Transaction Parties**”)

- and -

FASKEN MARTINEAU DUMOULIN LLP, a limited liability partnership existing under the laws of the Province of Ontario,

(hereinafter referred to as “**Escrow Agent**”)

WHEREAS QPM and Idaho Champion are parties to a purchase and sale agreement dated November 1, 2022 (the “**PSA**”) with respect to the acquisition of certain mineral properties in Quebec by Idaho Champion from QPM (the “**Properties**”);

AND WHEREAS as partial consideration for the Properties, Idaho Champion issued to QPM 12,000,000 common shares in the capital of Idaho Champion (“**Consideration Shares**”),

AND WHEREAS pursuant to Section 2.4 of the PSA, 6,000,000 Consideration Shares will be subject to escrow for a period of 18 months, and therefore the Transaction Parties have agreed that Idaho Champion will deposit such 6,000,000 Consideration Shares (the “**Escrow Shares**”) with the Escrow Agent in escrow on the date hereof to be held, administered, and released by the Escrow Agent on the terms and conditions hereinafter set forth;

AND WHEREAS the foregoing recitals are made by the Transaction Parties and not by the Escrow Agent;

NOW THEREFORE in consideration of the premises and the mutual covenants and agreements contained in the PSA and herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Transaction Parties), the Transaction Parties and the Escrow Agent hereto covenant and agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Defined Terms

In this Agreement, or in any amendments hereto, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the following meanings, respectively:

- (a) **“Agreement”** means this Escrow Agreement including any schedules attached hereto, and any amendments hereto made in accordance with Section 6.4 hereof;
- (b) **“Business Day”** means any day except Saturday, Sunday or any day on which banks are generally not open for business in the City of Montreal, Québec or the City of Toronto, Ontario;
- (c) **“Consideration Shares”** has the meaning set out in the recitals hereto;
- (d) **“Escrow Agent”** has the meaning set out in the recitals hereto;
- (e) **“Escrow Shares”** has the meaning set out in the recitals hereto;;
- (f) **“Idaho Champion”** has the meaning set out in the recitals hereto;
- (g) **“Notice and Direction”** has the meaning set out in Section 3.1 hereto;
- (h) **“Properties”** has the meaning set out in the recitals hereto;
- (i) **“PSA”** has the meaning set out in the recitals hereto;
- (j) **“QPM”** has the meaning set out in the recitals hereto; and
- (k) **“Transaction Parties”** has the meaning set out in the recitals hereto;

ARTICLE 2 APPOINTMENT OF ESCROW AGENT

2.1 Appointment of Escrow Agent

The Transaction Parties hereby appoint the Escrow Agent, and the Escrow Agent agrees, to act as escrow agent in accordance with the terms and conditions of this Agreement. In discharging its duties under this Agreement, the Escrow Agent shall have regard only to the provisions hereof and no other agreement, document or instrument and specifically the Escrow Agent shall have no obligation to read or examine the PSA.

2.2 Acknowledgement of Deposit and Receipt of the Escrowed Shares

Each of the Transaction Parties acknowledges that a certificate representing the Escrowed Shares registered in the name of [●], certificate number [●] (a copy of which is attached hereto as Schedule "A") has been deposited with the Escrow Agent by Idaho Champion. The Escrow Agent acknowledges receipt of the certificate representing the Escrowed Shares and agrees to hold and deal with the Escrowed Shares in accordance with the terms and conditions of this Agreement.

ARTICLE 3 RELEASE OF ESCROWED SHARES AND RELATED MATTERS

3.1 Escrowed Shares

The Escrow Agent shall hold and deal with the Escrowed Shares until [●], 2023, or such earlier time as may be agreed to by the Transaction Parties or by the operation of the Agreement pursuant to the terms hereof, at which time the Escrow Agent shall release the certificate representing the Escrowed Shares to QPM in accordance with the joint written instruction of the Transaction Parties substantially in the form attached as Schedule "B" (the “**Notice and Direction**”), signed by each of the Transaction Parties. The Escrow Agent shall release the certificates representing the Escrowed Shares within three Business Days following its receipt of a Notice and Direction.

3.2 No Transfer of Shares

Until the Escrowed Shares are released in accordance with this Article 3, QPM agrees that the Escrowed Shares and the beneficial ownership of or any interest in them and the share certificates representing them (including any replacement securities or certificates) shall not be sold, assigned, hypothecated, transferred within escrow, or otherwise in any manner dealt with in whole or in part, without the express written consent of Idaho Champion.

3.3 Corporate Changes

In the event of any subdivision, consolidation, reorganization, merger, amalgamation or other transaction involving Idaho Champion which results in the issuance and exchange of all of Idaho Champion’s issued and outstanding common shares for other securities of Idaho Champion or a successor corporation to Idaho Champion, the Escrow Agent is hereby authorized to return the share certificates representing the Escrowed Shares to Idaho Champion or its transfer agent in exchange for such other securities registered in the name of or as directed by QPM, which other securities shall from such time forward be held by the Escrow Agent pursuant to the terms of this Agreement.

3.4 Legending of Replacement Securities

The parties agree that any certificates issued in replacement of securities representing Escrowed Shares shall bear such legends as may be required or desirable to evidence the existence of this Agreement and the restrictions on transfer applicable hereunder.

3.5 Distributions on Escrowed Shares

So long as any Escrowed Shares remain in escrow with the Escrow Agent hereunder, any distributions or dividends on such Escrowed Shares shall be payable and released to QPM or such other Persons as QPM may designate in writing to the Escrow Agent.

3.6 Voting of Escrowed Shares

So long as any Escrowed Shares remain in escrow with the Escrow Agent hereunder, QPM shall be entitled to vote such Escrowed Shares and to give consents, waivers, notices and ratifications, and to take such other actions in respect of Escrowed Shares as may be applicable; provided, however, that no vote shall be cast and no consent, waiver, notice or ratification shall be given or action taken that would be inconsistent with or violate any provision of the SPA, this Agreement or any other documents or any other agreement relating hereto.

ARTICLE 4 TERMINATION

4.1 Termination

This Agreement shall terminate and cease to be of any further force and effect upon the release of all of the Escrowed Shares by the Escrow Agent in accordance with the provisions of Article 3.

ARTICLE 5 DUTIES OF THE ESCROW AGENT

5.1 Duties Limited

The duties, obligations and responsibilities of the Escrow Agent are administrative only and not discretionary. The Escrow Agent shall perform only the duties expressly set forth herein and shall exercise reasonable care in the safe-keeping of all Escrowed Shares deposited with the Escrow Agent hereunder, and shall not be required to have regard to the PSA. Without limiting the foregoing, the Escrow Agent has no obligation to verify that the Escrowed Shares have been properly issued. The Escrow Agent shall never be required to use, advance or risk its own funds or otherwise incur financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

5.2 Employment of Agents

The Escrow Agent may employ such counsel and advisers as it may reasonably require (at the expense of the Transaction Parties, in equal proportions) for the purpose of discharging its duties under this Agreement, and the Escrow Agent may act and shall be fully protected in acting in good faith on the opinion or advice of or information obtained from any such counsel or adviser in relation to any matter arising in the administration of this Agreement.

5.3 Reliance on Documents

Any notice, direction, consent, designation or other instrument to be given by a Transaction Party pursuant to this Agreement shall be sufficient if given by any officer or director of a Transaction Party. The Escrow Agent shall be protected in acting upon any written notice, request, waiver, consent, certificate, receipt, statutory declaration or other paper or document furnished to it, not only as to its due execution and the validity and the effectiveness of its provisions but also as to the truth and acceptability of any information therein contained which it in good faith believes to be genuine and what it purports to be. The Escrow Agent shall have no responsibility to inquire into the genuineness or validity of any documents delivered to it and reasonably believed by it to have been signed by the proper person or persons and shall be entitled to rely thereon.

5.4 Decision to Act or Not to Act

If the Escrow Agent receives instructions, claims or demands from any party hereto or from a third person with respect to any matter arising pursuant to this Agreement which, in its opinion, is in conflict with any provision of this Agreement, it may refrain from taking any action authorized and directed hereunder until it is authorized or directed otherwise in writing by each of the Transaction Parties or by an order of the Court from which no further appeal may be taken. Any such authorization or direction must not require the exercise of any discretion or independent judgment on the part of the Escrow Agent.

- (a) It is understood and agreed that the Escrow Agent:
 - (i) has no duties, obligations, responsibilities or liabilities in respect of the Escrow Amount except as expressly set forth in this Agreement;
 - (ii) has no duties, obligations, responsibilities or liability arising under any other agreements to which the Escrow Agent is not a party, even though reference to such other agreements may be made in this Agreement, nor may any implied duties, obligations, responsibilities, representations, warranties, covenants or liabilities be read into this Agreement against the Escrow Agent; and
 - (iii) shall not be bound by any notice of a claim or a demand with respect to this Agreement or any waiver, modification, amendment, termination or rescission of this Agreement unless received by it in writing and signed by the Transaction Parties (or, in the case of a waiver, the Transaction Party so waiving) and is in a form reasonably satisfactory to the Escrow Agent.
- (b) If at any time the Escrow Agent determines, in its sole discretion, that there exists any question, confusion or dispute as to any matter arising out of or in connection with this Agreement, it may retain the Escrowed Shares until the Escrow Agent:
 - (i) receives a final non-appealable order of the Court directing delivery of the Escrowed Shares, in which case the Escrow Agent shall deliver the Escrowed Shares in accordance with such final order or agreement;

- (ii) receives a Notice and Direction executed by the Transaction Parties directing delivery of the Escrowed Shares, in which case the Escrow Agent shall deliver the Escrowed Shares in accordance with such written direction; or
- (iii) seeks and obtains an interpleader order to deliver all or a portion of the Escrowed Shares to the Court, in which case the Escrow Agent shall deliver such Escrowed Shares to Court as set out in such interpleader order,

and, in each case, upon such delivery the Escrow Agent will be relieved of and discharged from any and all obligations and liabilities hereunder. All costs, expenses, charges and reasonable legal fees incurred by the Escrow Agent due to such action will be borne by the Transaction Parties in equal proportions.

- (c) The Escrow Agent may, but shall be under no duty whatsoever to, institute or defend any legal proceedings which relate to the Escrowed Shares and will be fully indemnified pursuant to Section 5.4(f) of this Agreement for so doing.
- (d) The Escrow Agent may resign its position and be discharged from all further duties under this Agreement on 30 days' prior written notice to the Transaction Parties or such shorter notice as they may accept as sufficient. The Transaction Parties, acting jointly, may at any time, on immediate notice to the Escrow Agent, remove the Escrow Agent and appoint a new Escrow Agent. If the Escrow Agent is removed, the Transaction Parties shall forthwith appoint a new Escrow Agent acceptable to them (the "**New Escrow Agent**") and shall give written notice of such appointment to the Escrow Agent. Upon receipt of such notice, the Escrow Agent shall transfer and deliver to the New Escrow Agent any Escrowed Shares held by it hereunder to the New Escrow Agent. On any appointment of a New Escrow Agent, the New Escrow Agent will be vested with the same powers, rights, duties and responsibilities and shall be subject to removal as the escrow agent hereunder as if it had been originally named herein as the escrow agent without any further assurance, conveyance, act or deed. Should the Transaction Parties fail to appoint a replacement escrow agent as outlined above, then the Escrow Agent will cease its function at the expiration of the notice period and may retain the Escrowed Shares on a merely safekeeping basis at such reasonable fee as may be determined solely by the Escrow Agent, or may deposit the Escrowed Shares with the Court, pending the appointment of such a replacement escrow agent.
- (e) The Escrow Agent:
 - (i) shall not be liable for any error of judgment or mistake of fact or law, or any action taken, suffered or omitted to be taken by it in good faith and any act done or omitted by it pursuant to the advice of counsel will be conclusive evidence of such good faith;
 - (ii) shall not be liable or accountable for any loss, injury or damage whatsoever, including loss of profit, to any person caused by the performance or failure

to perform by it of its responsibilities under this Agreement, save only to the extent that such loss or damage is attributable to the wilful misconduct of the Escrow Agent;

- (iii) shall not be liable for or by reason of any statements of fact or recitals in this Agreement and shall not be required to verify the same; and
 - (iv) shall not incur any liability for failing to perform any act or fulfill any duty, obligation or responsibility hereunder by reason of any occurrence beyond the reasonable control of the Escrow Agent (including any provision of any present or future law or regulation of a governmental authority, any act of God or war, any epidemic or the unavailability of any wire or communication facility).
- (f) The Transaction Parties shall jointly and severally indemnify the Escrow Agent and its partners, associates, employees and agents, and their respective heirs, executors, administrators, successors and assigns (collectively, the “**Indemnitees**”) from, and hold them harmless against, any loss, liability, cost, charge, suit, demand, claim, damage or expense of any nature incurred, bore, sustained or suffered by any of them at any time arising out of or in connection with the administration of this Agreement and the carrying out of the Escrow Agent’s duties hereunder, by reason of or on account of the Escrow Agent acting as escrow agent or anything in any manner relating thereto, or by reason of the Escrow Agent’s compliance with the terms hereof, including the reasonable costs and expenses of legal counsel (on a solicitor and its own client basis) in defending the Indemnitees against any claim made against the Indemnitees or obtaining any advice in connection with the Escrow Agent’s obligations hereunder; but excluding any such loss, liability or expense arising as the result of the wilful misconduct of the Indemnitees. Except for the failure to comply with the terms of this Agreement, the parties hereto (other than the Escrow Agent) hereby release the Indemnitees from any actions, causes of action, claims, demands, damages, losses, costs, liabilities, penalties and expenses whatsoever, whether arising directly or indirectly, by way of statute, contract, tort or otherwise. The Escrow Agent agrees that any indemnity or release given or made in favour of any Indemnitee who is not a party to this Agreement is accepted by the Escrow Agent as agent and trustee for each such Indemnitee. Such indemnities and releases may be enforced by the Escrow Agent on behalf of such Indemnitee.
- (g) The Escrow Agent shall not be required to give any bond or security in respect of the execution of its duties and responsibilities under this Agreement or otherwise. Nothing in this Agreement requires the Escrow Agent to expend its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers unless indemnified or reimbursed as provided in this Agreement.
- (h) The Escrow Agent shall not charge a fee for acting as the escrow agent under this Agreement, including dealing with the Escrowed Shares in accordance with the terms of this Agreement and delivering the Escrowed Shares in accordance with a

Notice and Direction signed by the Transaction Parties and delivered to the Escrow Agent. Notwithstanding the foregoing, if (i) the Escrow Agent is, in its capacity as escrow agent hereunder, requested or required by any Transaction Party to do anything other than holding the Escrowed Shares as contemplated hereunder and responding to a Notice and Direction (whether or not the Escrow Agent is entitled to indemnification hereunder), the Transaction Parties shall pay the fees charged by the Escrow Agent hereunder (at customary hourly rates, without duplication of those of the Escrow Agent's counsel), as well as the reasonable out-of-pocket costs, disbursements and other charges, including, without duplication, reasonable legal fees at customary hourly rates and disbursements incurred as a result of consulting counsel (which counsel may be Fasken Martineau DuMoulin LLP), if necessary, as relating to the services of the Escrow Agent hereunder, and all applicable taxes thereon; or (ii) a dispute arises pursuant to Section 5.4(f), the Buyer and the Shareholder Representative shall pay the reasonable out-of-pocket costs, disbursements and other charges, including, without duplication, reasonable legal fees at customary hourly rates and disbursements incurred as a result of consulting counsel, if necessary, and all applicable taxes thereon, in equal proportions.

ARTICLE 6 GENERAL

6.1 Notices

Any notice, direction, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if (a) delivered personally, (b) sent by prepaid courier service or mail, or (c) sent by e-mail (return receipt requested) or other similar means of electronic communication, in each case to the applicable address set out below:

- (a) If to QPM, to:

Quebec Precious Metals Corporation
1080, Côte du Beaver Hall
Bureau 2101, Montréal
Québec H2Z 1S8

Attention: Normand Champigny
Email: nchampigny@qpmcorp.ca

with a copy (which shall not constitute notice) to:

- (b) if to Idaho Champion to:

Idaho Champion Gold Mines Canada Inc.
401 Bay Street, Suite 2704
Toronto, Ontario M5H 2Y4

Attention: Jonathan Buick
Email: jbuick@idahochamp.com

(c) if to the Escrow Agent to:

Fasken Martineau DuMoulin LLP
Bay Adelaide Centre
333 Bay Street, Suite 2400

Ontario, M5H 2T6

Attention: Myroslav Chwaluk
Email: mchwaluk@fasken.com

Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of e-mailing or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered, e-mailed or sent before 4:30 p.m. (Eastern Time) on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day. Any such communication sent by mail shall be deemed to have been given and made and to have been received on the fifth Business Day following the mailing thereof; provided however that no such communication shall be mailed during any actual or apprehended disruption of postal services. Any such communication given or made in any other manner shall be deemed to have been given or made and to have been received only upon actual receipt.

6.2 Time of Essence

Time shall be of the essence of this Agreement in all respects.

6.3 Further Assurances

Each Transaction Party shall from time to time promptly execute and deliver or cause to be executed and delivered all such further documents and instruments and shall do or cause to be done all such further acts and things in connection with this Agreement that the other Transaction Party may reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement or any provision hereof.

6.4 Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, representations, warranties, obligations or other agreements between the Parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as explicitly set out in this Agreement.

6.5 Amendment

No amendment of this Agreement shall be effective unless made in writing and signed by the Parties.

6.6 Waiver

A waiver of any default, breach or non-compliance under this Agreement shall not be effective unless in writing and signed by the Transaction Party to be bound by the waiver, and then only in the specific instance and for the specific purpose for which it has been given. No waiver shall be inferred from or implied by any failure to act or delay in acting by a Transaction Party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other Transaction Party. The waiver by a Transaction Party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that Transaction Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

6.7 Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

6.8 Remedies Cumulative

The rights, remedies, powers and privileges herein provided to a party are cumulative and in addition to and not exclusive of or in substitution for any rights, remedies, powers and privileges otherwise available to that party.

6.9 Attornment

Each party agrees (a) that any Legal Proceeding relating to this Agreement may (but need not) be brought in any court of competent jurisdiction in the City of Toronto in the Province of Ontario, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of such Ontario court; (b) that it irrevocably waives any right to, and shall not, oppose any such Legal Proceeding in the City of Toronto in the Province of Ontario on any jurisdictional basis, including *forum non conveniens*; and (c) not to oppose the enforcement against it in any other jurisdiction of any Order duly obtained from an Ontario court as contemplated by this Section 6.9.

6.10 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in such Province and this Agreement shall be treated, in all respects, as an Ontario contract.

6.11 Successors and Assigns; Assignment

- (a) This Agreement shall enure to the benefit of, and be binding on, the parties and their respective successors and permitted assigns.
- (b) No party may assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its respective rights or obligations under this Agreement without the prior written consent of the other parties.

6.12 Third Party Beneficiaries

This Agreement is for the sole benefit of the parties, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

6.13 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a party may send a copy of its original signature on the execution page hereof to another party by e-mail in PDF format or by other electronic transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving party.

6.14 Language

The parties acknowledge that they have required that the present Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant or relating directly or indirectly hereto be drawn up in English. Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention ainsi que de tous documents exécutés, avis donnés et toutes poursuites judiciaires intentées, directement ou indirectement, relativement ou à la suite de la présente convention.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement on the date first above written.

**QUEBEC PRECIOUS METALS
CORPORATION**

By: _____

Name: Normand Champigny

Title: Chief Executive Officer

**IDAHO CHAMPION GOLD MINES
CANADA INC.**

By: _____

Name: Jonathan Buick

Title: President and Chief Executive
Officer

FASKEN MARTINEAU DUMOULIN LLP

By: _____

Name: [●]

Title: Partner

Schedule "A"

Schedule "B"“”

FORM OF JOINT NOTICE AND DIRECTION

[●], 202[●]

Fasken Martineau DuMoulin LLP
333 Bay Street, Suite 2400
Toronto, Ontario, Canada M5H 2T6

Attention: [●]
E-mail: [●]

Reference is made to that certain Escrow Agreement made as of [●], 2022 (the “**Escrow Agreement**”) between **IDAHO CHAMPION GOLD MINES CANADA INC.**, **QUEBEC PRECIOUS METALS CORPORATION**, and **FASKEN MARTINEAU DuMOULIN LLP**. Capitalized terms used but not defined in this letter have the meanings given to them in the Escrow Agreement.

Pursuant to Section 3.3 of the Escrow Agreement, the Transaction Parties hereby jointly and irrevocably authorize and instruct the Escrow Agent to release the Escrowed Shares to [●] via courier with signature required, within three Business Days following receipt of this Notice and Direction.

**QUEBEC PRECIOUS METALS
CORPORATION**

By: _____
Name: Normand Champigny
Title: Chief Executive Officer

**IDAHO CHAMPION GOLD MINES
CANADA INC.**

By: _____
Name: Jonathan Buick
Title: President and Chief Executive
Officer

**SCHEDULE C
ROYALTY AGREEMENT**

See attached.

THIS AGREEMENT is made the [●] day of [●], 2022,

BETWEEN:

QUEBEC PRECIOUS METALS CORPORATION, a corporation duly existing under the laws of Canada, having a place of business at 1080, Côte du Beaver Hall, Bureau 2101, Montréal, Québec H2Z 1S8

(hereinafter referred to as “**QPM**”)

AND:

IDAHO CHAMPION GOLD MINES CANADA INC., a corporation duly existing under the laws of Canada, having a place of business at 401 Bay Street, Suite 2704, Toronto, Ontario M5H 2Y4

(hereinafter referred to as “**Idaho Champion**”, and together with QPM, the “**Parties**”)

WHEREAS Idaho Champion wishes to grant to QPM the Royalty (as hereinafter defined) on all Products (as hereinafter defined) mined or otherwise received on or after the date hereof from the Property (as hereinafter defined) as partial consideration for the Properties pursuant to a purchase and sale agreement between the Parties dated November 1, 2022 (the “**PSA**”);

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants and agreements contained herein and in the PSA, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each Party), the Parties agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Defined Terms

For purposes of this Agreement (including the recitals and Schedules hereto), the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

- (a) “**Affiliate**” means, at any time, and with respect to any Person, any other Person that at such time directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such first Person;
- (b) “**Allowable Deductions**” means the following, without duplication:

- (i) smelting and refining charges, treatment charges and penalties, including all costs of assaying, analyzing, sampling or representation, custom-smelting, minting and refining, representative and umpire charges, metal deductions and losses, penalties for impurities and charges for treating, refining, beneficiating, storing and handling the Product levied by the smelter, refinery or other place of treatment or beneficiation;
- (ii) costs of transporting Product (including loading, freight, insurance, security, transportation, taxes, handling, port, demurrage, delay and forwarding expenses incurred by reason of or in the course of transportation) from the Property or from a concentrator, whether situated on or off the Property, to any smelter, refinery or other place of treatment or beneficiation and then to the place of sale, costs of offsite freight and insurance, security, storage, loading and discharge and ocean freight and port charges;
- (iii) sales, use, severance, excise, net proceeds of mine, ad valorem and any other Taxes payable directly on, or assessed against, the value or quantity of the Product but excluding any Taxes:
 - (A) based on the gross or net income of Owner and/or its Affiliates;
 - (B) any business or franchise taxes of Owner and its Affiliates; and
 - (C) any taxes based on the value of the Property and any improvements thereon including any ad valorem taxes;
- (iv) marketing and other sales costs, including sales commissions or brokerage costs and fees and transportation costs, incurred in selling the Product; and
- (v) all production royalties or other fees based on mineral production that are currently or may become legally or contractually payable to any Governmental Authority,

provided that if any smelting, refining or other treatment or beneficiation is carried out in facilities owned or controlled, in whole or in part, by the Owner or any of its Affiliates, then the Allowable Deductions shall be the amount that the Owner would have incurred if such smelting, refining or other treatment or beneficiation were carried out at facilities not owned or controlled by the Owner or its Affiliates, and Allowable Deductions will not include any costs that are in excess of those that would be incurred on an arm's length basis at market terms, or which would not be Allowable Deductions if those Products were processed by an independent third Person;

- (c) “**Arm’s Length**” has the meaning as that term is understood for the purposes of the *Income Tax Act* (Canada);

- (d) “**Average Lithium Price**” means, for any period, the arithmetic average of the average spodumene concentrate lithium price (converted to Canadian dollars at the USD/CAD daily average exchange rate quoted by the Bank of Canada prevailing on the last Business Day of such period) as published on www.metal.com (or should that quotation cease, another similar quotation acceptable to the parties, acting reasonably) calculated by summing such quoted prices reported for each day (or the average of all such prices reported for each such day, if more than one) and dividing the sum by the number of days in the period for which such prices were reported;
- (e) “**Business Day**” means any day except Saturday, Sunday or any day on which banks are generally not open for business in the City of Montreal, Québec or the City of Toronto, Ontario.;
- (f) “**Commercial Production**” means the mining, extraction, processing and recovery for commercial exploitation and sale of Products from the Project, including any Commercial Production resulting from an operating contract with a Third Party, but excluding the taking, processing or shipping of minerals or Products from the Project for the purpose of bulk sampling, testing, determining the amenability of the minerals or Products to beneficiation processes;
- (g) “**Commingling Product**” has the meaning ascribed to it in Section 2.4(d);
- (h) “**Confidential Information**” means the contents of this Agreement or any non-public information received under this Agreement relating to the Owner or the Property and all Technical Data, intellectual property owned or held by the Owner or any of its Affiliates and any other information concerning any matters affecting or relating to the business, operations, assets, results or prospects of the Owner or the Property, including information regarding plans, budgets, processes, results of exploration, development and mining and other data, except to the extent that such information has already been publicly released as allowed herein by the party providing such information or that the recipient of such information can demonstrate that such information was previously publicly released by a Person who did not do so in violation or contravention of any duty or agreement;
- (i) “**Consideration Shares**” has the meaning ascribed to it in Section 2.3;
- (j) “**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the legal or beneficial Ownership of either 50% of the securities or interests or sufficient securities or interests to elect a majority of the directors, trustees or other governing body of such Person, by contract or otherwise, and the terms “**Controlled**” and “**Controlling**” shall have meanings correlative to the foregoing;
- (k) “**Dispute**” has the meaning ascribed to it in Section 3.5;
- (l) “**Dispute Notice**” has the meaning ascribed to it in Section 3.5(b);

- (m) “**Environmental Laws**” means Laws aimed at reclamation, restoration or closure of the Property, prevention and abatement of pollution, protection of the environment, protection of natural resources and wildlife (including endangered species), ensuring public and occupational health and safety (including from exposure to Hazardous Substances), protection of cultural or historic resources, releases or threatened release of Hazardous Substances, and all other Laws relating to the manufacturing, processing, distribution, use, treatment, management, storage, disposal, handling, remediation, control or transport of Hazardous Substances;
- (n) “**Environmental Orders**” means Orders issued, filed or imposed by any Governmental Authority pursuant to any Environmental Laws and includes restrictions with respect to operations or land use (e.g., certificates of property use) and Orders requiring investigation, assessment, monitoring, managing, controlling, treatment, removal, excavation, mitigation, closure, rehabilitation or remediation of any site or Hazardous Substance, or requiring that any Release or any other activity be reduced, modified, managed, controlled, stopped or eliminated or requiring any form of payment or cooperation be provided to any Governmental Authority;
- (o) “**Exchange**” means the Canadian Securities Exchange, or such other stock exchange or trading market on which the Owner’s common shares, or on which the securities of a successor to the Owner, are listed or posted for trading from time to time;
- (p) “**Governmental Authority**” means any: (i) federal, national, state, provincial, municipal, borough, foreign, international, multinational government or jurisdiction (and any political subdivision of any thereof); (ii) any governmental or quasi-governmental authority (including any agency, branch, department, board, commission, court, tribunal, bureau or instrumentality or other entity exercising governmental or quasi-governmental powers); (iii) any other body exercising or purporting to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority, including any stock exchange or self-regulatory organization; and (iv) any official of (i), (ii) or (iii) while such official is acting in his or her official capacity;
- (q) “**Governmental Authorization**” means any order, directive, notice, permit, license, variance, franchise, approval, finding of suitability, certificate, consent, right, quota, derivative, ratification, grant, registration, recognition order, permission, clearance, privilege, confirmation, endorsement, waiver, exemption, exemption relief order, no-action relief order, certification, transfer, qualification, other authorization or similar right issued, granted, given or otherwise made available by or under the authority of any Governmental Authority, including under any agreement with any Governmental Authority, or pursuant to any Legal Requirement, as amended, modified, codified, replaced or re-enacted, in whole or in part, from time to time;

- (r) **“Gross Revenues”** for any period following the date the Property comes into Commercial Production, are determined as follows:
- (i) if Products are sold by a Third Party pursuant to an operating contract and the Owner is paid an amount with respect thereto by such Third Party, then the Gross Revenues shall be the amount reported to Owner to have been received by the contract miner after Allowable Deductions;
 - (ii) if Products are sold by the Owner to its Affiliates or in connection with Trading Activities, as applicable, then the Gross Revenues in respect of such Products will be equal to the value of such Products with reference to the Average Lithium Price, or other applicable industry standard quoted commodity price acceptable to the Owner, during the period, without regard to the proceeds actually received by the Owner;
 - (iii) if any Products are sold by the Owner in a manner that is not addressed in section (i) above, then the Gross Revenues shall be the amount of gross proceeds actually received by the Owner or its Affiliates in the applicable period for the sale of Product produced from the Property to a smelter, refiner, or other *bona fide* purchaser; and
 - (iv) if there is an insurable loss of or damage to Products, whether or not occurring on the Property and whether the Products are in possession of the Owner or its Affiliates or otherwise, then the Gross Revenues will be equal to the sum of the insurance proceeds actually paid to the Owner in respect of such loss or damage;
- (s) **“Hazardous Substances”** means any substance, waste, liquid, gaseous or solid matter, fuel, micro-organism, sound, vibration, ray, heat, odour, radiation, energy vector, plasma, organic or inorganic matter that is or is deemed to be, alone or in any combination, hazardous, hazardous waste, solid or liquid waste, toxic, a pollutant, a deleterious substance, a contaminant or a source of pollution or contamination, regulated by any Environmental Laws;
- (t) **“IFRS”** means international financial reporting standards established in Canada as promulgated by the International Accounting Standards Board or any successor body thereto;
- (u) **“Law”** or **“Laws”** means all applicable laws (statutory or common), by-laws, constitutions, rules, ordinances, regulations, grants, concessions, franchises, licenses, orders, protocols, guidelines, directives, judgments, instructions and decrees of any Governmental Authority having jurisdiction or purported jurisdiction, and other applicable governmental restrictions, including permits and other similar requirements, whether legislative, municipal, administrative or judicial in nature, including Environmental Laws;
- (v) **“Legal Requirement”** means any Law or Order or other valid restriction of any Governmental Authority, and the terms of any Governmental Authorization, as

amended, modified, codified, replaced or re-enacted, in whole or in part, from time to time;

- (w) “**Mine Complex**” means a mine, processing plant and related facilities constructed and operated to produce Products from the Project, including any modifications thereto;
- (x) “**Mining Right**” has the meaning ascribed to it in Section 4.4(b);
- (y) “**Net Smelter Return**” means, in any period commencing in the period in which Commercial Production occurs, the amount, if any, by which Gross Revenues for such period exceed the Allowable Deductions for such period;
- (z) “**Operations Report**” has the meaning ascribed to it in Section 3.2;
- (aa) “**Orders**” means orders, injunctions, judgments, administrative complaints, decrees, resolutions, rulings, awards, assessments, writs, decisions, directions, instructions, penalties or sanctions issued, filed or imposed by a Governmental Authority or arbitrator, including Environmental Orders;
- (bb) “**Owner**” has the meaning ascribed to it in the recitals;
- (cc) “**Person**” means any individual, corporation, legal person, any partnership, firm, joint venture, syndicate, association, trust, trustee, trust company, limited liability company, unincorporated organization, Governmental Authority or any other form of entity or organization;
- (dd) “**Products**” means all metals, ores, minerals, mineral resources, slag and other materials in whatever form or state which are mined, excavated, extracted, recovered in soluble solution or otherwise recovered or produced from the Property, including without limitation lithium ores mined from the Property and any concentrates or other materials or products derived therefrom as part of the operations relating to the Property and carried out thereunder;
- (ee) “**Project**” means the Property and the activities and operations undertaken by or on behalf of the Owner in connection with the Property from time to time, including in respect of any associated Mine Complex;
- (ff) “**Property**” means: (i) the mining concessions, exploration permits and all applications related thereto, located in Québec, Canada as set out in Schedule A, and any renewal, replacements, substitutions or modifications of the foregoing; and (ii) surface rights, water rights and other rights relating to minerals or to access minerals, Governmental Authorizations and other forms of mineral title, whether contractual, statutory or otherwise, together with all other interests in real property, licenses, leases, fixtures and improvements and all easements, rights-of-way (including for transmission lines and pipelines and related equipment), water rights, landing and access rights in respect of port access and all other appurtenances

which, as of the date hereof, are held by or for the benefit of the Owner in connection with the Project;

- (gg) “**Release**” means to release, spill, leak, pump, pour, emit, empty, discharge, deposit, inject, leach, dispose, dump or permit to escape;
- (hh) “**Royalty**” means the net smelter return royalty granted by the Owner to the Holder pursuant to Section 2.1;
- (ii) “**Royalty Payment**” has the meaning ascribed to it in Section 2.2(a);
- (jj) “**Royalty Rate**” has the meaning ascribed to it in Section 2.1;
- (kk) “**Taxes**” means all taxes, duties, fees, premiums, assessments, imposts, levies, rates, withholdings, dues, government contributions and other charges of any kind imposed by any Governmental Authority, foreign or domestic, whether direct or indirect, together with all interest, penalties, fines, additions to tax or other additional amounts imposed in respect thereof;
- (ll) “**Technical Data**” means engineering studies and working papers, consultants reports and working papers, pre-feasibility reports, feasibility reports, mine plans, surface and underground maps, assays, samples, cores, analyses, geologic and geophysical maps, engineering maps, photographs, drill logs, exploration reports, environmental studies, correspondence with any Governmental Authority, reserve studies and reports, metallurgical studies and reports and all other information and data in printed or electronic form concerning the condition, geology, mineral potential, physical characteristics, mineability or other technical matters related to the Property or any facilities constructed by or for the Owner or the conduct of operations in connection with the Property;
- (mm) “**Third Party**” means, in relation to any party, a person with whom such party deals at Arm’s Length; and
- (nn) “**Trading Activities**” means any and all price hedging and price protection activities undertaken by the Owner or its Affiliates with respect to any Products or currency exchanges, including 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.

1.2 Rules of Construction

Unless the context otherwise requires, in this Agreement:

- (a) the terms “Agreement”, “this Agreement”, “the Agreement”, “hereto”, “hereof”, “herein”, “hereby”, “hereunder” and similar expressions refer to this Agreement in its entirety and not to any particular provision hereof;

- (b) references to an “Article”, “Section” or “Schedule” followed by a number or letter refer to the specified Article or Section of or Schedule to this Agreement;
- (c) the division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- (d) words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa;
- (e) unless otherwise indicated, any reference to a statute, regulation or rule shall be construed to be a reference thereto as the same may from time to time be amended, re-enacted or replaced, and any reference to a statute shall include any regulations or rules made thereunder;
- (f) the words “include”, “includes” and “including” mean “include”, “includes” or “including”, in each case, “without limitation”;
- (g) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, modified, replaced or supplemented from time to time;
- (h) unless otherwise indicated, time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and
- (i) whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day.

1.3 Currency

Unless otherwise indicated, all dollar amounts in this Agreement are expressed in Canadian dollars.

1.4 Schedules

The following Schedules are attached to and form an integral part of this Agreement:

Schedule A – Description of the Property

ARTICLE 2 NET SMELTER ROYALTY

2.1 Grant of Royalty

On the terms and subject to the conditions of this Agreement, the Owner hereby agrees to pay, beginning on the date on which any portion of the Property comes into Commercial Production, to the Holder or the person designated as an assignee by the Holder, a net smelter royalty (the “**Royalty**”) at a fixed rate of 2% (the “**Royalty Rate**”) of the Net Smelter Return.

2.2 Calculation and Payment of Royalty

- (a) The Royalty payable to the Holder shall be calculated on a quarterly basis (beginning in the calendar quarter that any portion of the Property comes into Commercial Production) and the amount of the Royalty payable to the Holder in respect of any applicable calendar quarter (the “**Royalty Payment**”) shall be equal to the product of the Net Smelter Return for such calendar quarter multiplied by the Royalty Rate.
- (b) The Royalty Payment in respect of each applicable calendar quarter shall be paid to the Holder within 45 days after the end of each such applicable calendar quarter by delivery to the Holder of a certified cheque, bank draft or wire transfer made payable to, or to the order of, the Holder. At the time each Royalty Payment is made, the Owner shall deliver to the Holder an Operations Report.
- (c) All Royalty Payments shall be made in Canadian dollars and will be made subject to withholding or deduction in respect of the Royalty for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of any government having power and jurisdiction to tax and for which the Owner is obligated by Law to withhold or deduct and remit under Legal Requirements to the relevant taxation authorities. The Owner shall set out in detail in the statement referred to in Section 3.2 any amount so withheld or deducted.
- (d) The Owner shall not deduct the costs of mining, milling, leaching or any other on-site processing costs (other than Allowable Deductions) incurred by the Owner or its Affiliates in the determination of the Net Smelter Return.
- (e) The Owner shall have the right to mine, remove and sell small amounts of Product as is reasonably necessary for sampling, assaying, metallurgical testing and evaluation of the minerals potential of the Property. The Holder shall not be entitled to a Royalty in respect of such sales.

2.3 Royalty Repurchase Option

- (a) The Owner will have the right and option (the “**Repurchase Option**”) to purchase fifty percent (50%) of the Royalty from the Holder at any time by making a payment

(the “**Repurchase Payment**”) of \$1,000,000 in immediately available funds to the Holder.

- (b) In the event the Owner elects to exercise the Repurchase Option, the Owner shall provide the Holder 30 days prior written notice (or such shorter period as may be agreed to by the Parties), confirming the exercise of the Repurchase Option and specifying the date that the repurchase is to occur (“**Repurchase Date**”). Upon receipt of the Repurchase Payment on the Repurchase Date, without set-off or deduction, the Holder shall convey and surrender fifty percent (50%) of the Royalty to the Owner by way of a mutually agreeable instrument in recordable form, and such conveyance will be made free and clear of all liens, hypothecs, or other encumbrances arising by, through or under the Holder. Any such conveyance and surrender will be effective on the date the Repurchase Payment is made.
- (c) For greater certainty, if the Repurchase Option is exercised by the Owner, then the Royalty Rate, as adjusted, will be 1%.
- (d) Any exercise of the Repurchase Option will not derogate from, or impact any rights of the Holder that arose or accrued prior to the date that the Repurchase Payment is made, including any amounts payable and any audit rights.

2.4 Payment in Shares

- (a) The Owner will have the option, in its sole discretion, to satisfy its obligation to pay the Repurchase Payment on the Repurchase Date by the delivery of the equivalent value of \$1,000,000 in common shares in the capital of the Owner (“**Consideration Shares**”), or in any combination of cash and Consideration Shares, at a price per Consideration Share equal to the closing trading price per Consideration Share on the Exchange on the day prior to the date notice of the Repurchase Date is provided to the Holder. The Owner will not be required to deliver fractional Consideration Shares. If any fractional interest in a Consideration Share, would, except for the provisions of this Section 2.4, be deliverable hereunder, the number of Consideration Shares to be issued will be rounded down to the nearest whole Consideration Share.
- (b) Prior to issuing any Consideration Shares to the Holder, the Owner must ensure that any required Exchange approvals have been obtained and all necessary corporate action has been taken to authorize the issue of the Consideration Shares and, if applicable, the delivery of certificates or DRS advices representing the Consideration Shares. Upon issuance, the Owner shall ensure that the Consideration Shares are validly created and issued as fully paid and non-assessable common shares, and will have been issued in compliance with all applicable Laws and not in violation of or subject to any pre-emptive or similar right that entitles any person to acquire from Idaho Champion any securities which has not been waived.

- (c) The Holder acknowledges that any Consideration Shares issued hereunder may be subject to the rules of any applicable stock exchange, and the Holder agrees to comply with all such rules and applicable Laws with respect to the Consideration Shares. The Holder acknowledges that the Holder will be required to provide to the applicable securities regulatory authorities and any applicable stock exchange the identity and other personal information of the Holder and its principals and the Holder hereby agrees thereto. The Holder also acknowledges such Consideration Shares may be subject to restrictions on resale.
- (d) For clarity, any payments made pursuant to the Royalty prior to the exercise of the Repurchase Option shall not be credited toward the Repurchase Payment.

2.5 Accounting Matters

- (a) All calculations and computations relating to the Royalty Payments to be made to the Holder hereunder shall be made on the accrual method and shall be carried out on a consistent basis in accordance with IFRS to the extent that such standards are not inconsistent with the provisions of this Agreement. In the event of any inconsistency between IFRS and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- (b) Any Royalty Payment made hereunder shall be considered final and in full satisfaction of all obligations of the Owner hereunder in respect of the Royalty payable for the period to which such payment relates unless within 12 months (the “**Review Period**”) after the receipt by the Holder of a Royalty Payment, the Holder provides a written notice of its objection (describing in detail the specific objection and its basis therefor) to the Owner. If a Dispute arises in connection with the Holder’s objection the parties to the Dispute shall use their best efforts to successfully settle the matter. If the Dispute cannot be resolved by the mutual agreement of the parties within 90 days after receipt of such notice of objection by the Owner, any party to the Dispute may elect to have the Dispute arbitrated in accordance with Section 3.5.
- (c) Representatives of the Holder (which may include representatives of the Holder’s auditor) shall be entitled, within the Review Period and upon not less than 10 Business Days’ prior written notice from the Holder, to inspect and audit the books of account, records and supporting materials of the Owner related to the determination of the Royalty Payment or otherwise confirming the rights and obligations of the Holder and the Owner hereunder; provided, however, that the Holder’s right to such inspection and audit may not be exercised more frequently than annually. If such audit determines that there has been a deficiency or an excess in the Royalty Payment made to the Holder, such deficiency or excess shall be resolved by adjusting the next Royalty Payment due hereunder. The Holder shall pay all costs and expenses of any inspection or audit unless a deficiency of 5% or more of the amount due to the Holder is determined to exist, in which case the Owner will pay the costs of such audit. Notwithstanding Section 3.5, in the event a Dispute arises regarding any adjustment to Royalty Payments as provided in this

Section 2.4(c) which cannot be resolved by the mutual agreement of the parties within 90 days, any party may elect to have the Dispute arbitrated in accordance with Section 3.5. The accounting firm selected by the Holder to perform the audit shall agree to be bound by the confidentiality provisions of Section 3.4.

- (d) The Owner shall have the right to commingle any Products (the “**Commingling Products**”) with ore, concentrates, minerals and other material mined and removed from other properties. The Owner shall give written notice to the Holder prior to such commingling. Before any Commingling Product is commingled with ore, concentrates, minerals and other material mined and removed from other properties, the Commingling Product shall be measured and sampled in accordance with sound mining and metallurgical practices for moisture, metal, mineral and other appropriate content and penalty substances of the Commingling Product. Representative samples of the Commingling Product and the results of the measuring and sampling (including penalty substances) shall be retained by the Owner. From this information, the Owner shall determine the quantity of the Commingling Product subject to the Royalty notwithstanding that the Commingling Product has been commingled with ore, concentrates, minerals and other material mined and removed from other properties. Following the expiration of the Review Period, and absent timely objection, if any, made by the Holder, the Owner may dispose of the materials and data required to be kept and produced by this section.
- (e) Any Trading Activities engaged in by the Owner or its Affiliates in respect of Products, and the profits and losses generated thereby, shall not, in any manner, be taken into account in the calculation of Royalty Payments due to the Holder, whether in connection with the determination of price, the date of sale or the date any Royalty Payment is due or in any other respect. The Holder acknowledges that the Owner or its Affiliates engaging in Trading Activities may result in the Owner or its Affiliates realizing from time to time fewer or more dollars for Product than the amount determined for Gross Revenues. Similarly, the Holder shall not be obligated to share in any losses generated by any such Trading Activities with respect to any Product.
- (f) For the purpose of determining the amount of the Royalty Payments required to be made to the Holder pursuant to Section 2.2, all receipts and disbursements in a non-Canadian currency will be converted into Canadian currency on the basis of the daily average exchange rate quoted by the Bank of Canada on the last Business Day prior to the date of receipt or disbursement, as the case may be.

ARTICLE 3
REPORTING, ACCESS AND DISPUTE RESOLUTION

3.1 Records

The Owner shall, from and after the date hereof, keep accurate records of the tonnage, volume of Products, analysis of Products, weight, moisture, assays of pay metal content and other records, as appropriate, related to the determination of the Net Smelter Return.

3.2 Operations Reports

- (a) At the same time as paying each Royalty Payment under Section 2.2, the Owner shall provide to the Holder a report setting out in reasonable detail the following information (“**Operations Report**”):
 - (i) the quantity, type and grade of Products produced and sold during the applicable calendar quarter;
 - (ii) the Royalty payable for the applicable calendar quarter, and details of the Gross Revenues (including details of the calculation of Average Lithium Price determined as applicable and proceeds of sale for other Products) and Allowable Deductions underlying the calculation of the Royalty; and
 - (iii) other pertinent information in sufficient detail to explain the calculation of the Royalty Payment.

3.3 Inspection Rights

- (a) Once per year at any time after achieving Commercial Production, upon not less than 30 days’ notice to the Owner, the Holder or its authorized representatives 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, subject to the obligations of confidentiality described in Section 3.4, inspect and copy all records and data directly pertaining to the determination of the Royalty, including such records and data related to the determination of such mineral content in Commingled Products and including such records and data which are maintained electronically. The Holder and its authorized representatives shall enter the Property at its own risk and may not unreasonably hinder operations on or pertaining to the Property.
- (b) The Holder shall indemnify and save harmless the Owner and its Affiliates and their respective directors, officers, shareholders, employees, agents and attorneys (each, an “**Indemnified Party**”), from and against any expenses, costs, penalties, fines, losses, liabilities (including, any amounts paid in settlement, all interest and penalties and all legal and other professional fees and disbursements) which may be suffered or incurred by any of them by reason of damage to property or injury to the Holder or any of its agents or representatives caused by the Holder’s exercise

of its rights under this Section 3.3, except where such damage or injury was caused by the negligence or wilful misconduct of an Indemnified Party.

3.4 Confidentiality

- (a) All Confidential Information shall be treated by the Holder as confidential during the term of this Agreement and at all times thereafter. The Holder shall not, without the prior written consent of the Owner, disclose Confidential Information, other than to employees, agents, consultants or advisors of the Holder in respect of the administration or enforcement of its rights hereunder and who agree to be bound by the confidentiality provisions of this Agreement (the breach of which shall be deemed to be a breach by the Holder). In addition, the Holder shall not use any Confidential Information for its own use or benefit except for the purpose of this Agreement.
- (b) Notwithstanding Section 3.4(a), the Holder may disclose Confidential Information:
 - (i) to a prospective lender to whom the Holder may, in good faith, grant an interest in the Royalty Payments as security for the Holder's *bona fide* obligations to such lender, but only if such lender enters into a confidentiality agreement in favour of the Owner that includes the confidentiality provisions of this Section 3.4;
 - (ii) if the disclosure is required by applicable Laws;
 - (iii) if the disclosure is necessary to comply with a directive or request of, or to obtain an authorization from, any Governmental Authority;
 - (iv) if the disclosure is made on a confidential basis to a prospective assignee or financier of the party, provided that such prospective assignee or financier enters into a confidentiality agreement in favour of the Owner that includes the confidentiality provisions of this Section 3.4.
- (c) If the Holder determines that it is required to publish or disclose the text of this Agreement or any other Confidential Information in accordance with Sections 3.4(b)(ii) and 3.4(b)(iii), it shall provide the Owner with prompt written notice so that the Owner may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained and the Owner does not waive compliance with the provisions of this Agreement, the Holder shall disclose, or permit the disclosure of, only that portion of the Confidential Information that is required by Law or the Governmental Authority to be disclosed and the Holder will provide the Owner with an opportunity to propose appropriate redactions to the text of this Agreement or such Confidential Information, and the Holder hereby agrees to accept any such suggested redactions or not make such disclosure, as the case may be, to the extent permitted by such Law. If the Owner does not respond to a request for comments within 48 hours (excluding days that are not Business Days), the Holder shall be entitled to issue the disclosure without the input of the Owner. The Holder shall

disclose, or permit disclosure of, only that portion of Confidential Information required to be disclosed by Law.

3.5 Cooperation and Dispute Resolution

- (a) In the event of any dispute, claim, question or disagreement (each a “**Dispute**”) arising out of or relating to this Agreement or breach thereof, the parties to the Dispute shall use all reasonable endeavours to settle such Dispute pursuant to this Section 3.5, to the extent permitted by Law.
- (b) If a Dispute arises, the parties shall consult and negotiate with each other in good faith and attempt to reach a just and equitable solution to the Dispute, satisfactory to all parties, within a period of 30 days following written notice of the Dispute (the “**Dispute Notice**”) by one party to the other party.
- (c) If the parties cannot resolve the Dispute within the 30-day period following delivery of the Dispute Notice, any party may refer the Dispute to arbitration in accordance with the *International Commercial Arbitration Act* (Ontario) and based upon the following:
 - (i) there shall be one arbitrator if the parties to the Dispute mutually agree on the selection of such arbitrator within 15 days following receipt of the written request from the party requesting arbitration. If the parties do not reach an agreement on a single arbitrator within such period, there shall be three arbitrators, one of whom shall be designated by the Owner or the Owner, as the case may be, one of whom shall be designated by the Holder and the two arbitrators so designated shall appoint the third arbitrator who shall preside over the arbitration tribunal;
 - (ii) if the Owner or the Holder fail to appoint an arbitrator within five days following the termination of the 15 day period provided in 3.5(c)(i) above, or if each of the Owner and the Holder has designated an arbitrator pursuant to 3.5(c)(i) and the two arbitrators fail to designate a third arbitrator within another five days after they both have been designated, then the missing arbitrator(s) will be designated upon the request of either the Owner or the Holder by a judge of the Ontario Superior Court of Justice;
 - (iii) the arbitration shall be conducted in English and held in the City of Toronto;
 - (iv) the arbitrator or arbitration panel shall determine what portion of the costs and expenses incurred in such proceeding shall be borne by each party participating in the arbitration;
 - (v) the award of the arbitrator shall be final and binding on each of the parties and shall not be subject to any appeal on any ground, including an error of law; and

- (vi) the parties covenant that they shall conduct all aspects of such arbitration having regard at all times to expediting the final resolution of such arbitration.

ARTICLE 4

REGISTRATION OF ROYALTY INTEREST, SECURITY

4.1 Registration of Royalty Interest

To the extent permissible at law, the Holder shall be entitled to register or otherwise record the Royalty and this Agreement in all public places where interests in respect of the Property are recordable.

4.2 Security

The Owner agrees that the Holder may register or record against title to the Property such form of notice, caution or other document(s) including, without limitation, such security, hypothec, collateral charge or mortgage in an amount that may vary and as he considers appropriate, acting reasonably, from time to time to secure payment of the sums due under the Royalty and to give notice of the Holder's interests (the "**Security**").

4.3 Further Assurances

The Owner covenants and agrees that it shall co-operate with such registration and provide its written consent or signature to any documents or things reasonably necessary to accomplish such registrations in order to ensure that any successor or assignee or other acquiror of the Property, or any interest therein, shall have public notice of the terms of this Agreement and the Security and in order to assist the Holder in his efforts to register a restriction on title to the Property restricting the sale, assignment, transfer, conveyance, lease, license, charge, pledge, hypothecation or other disposition of the Property, in whole or in part, without compliance with the terms of this Agreement and the Security.

4.4 Costs and Fees

The Holder shall assume all survey, legal or other costs associated with the registration of this Agreement, notice of this Agreement or the Security as set forth above, including, without limitation, all costs and fees relating to the opening of land files in respect of mining claims for which land files have not yet been opened and the Holder shall indemnify the Owner for all costs incurred by it in connection therewith.

4.5 Amount of Security

The Parties agree that the amount of such Security will, from time to time, be determined by taking into consideration the mineral resources and reserves data available on the Property (as demonstrated by the most recent report prepared in accordance with National Instrument 43-101 in respect of any of the Property available at the relevant time, if any), the estimates of anticipated production and prevailing commodity prices.

4.6 Additional Mining Rights

The Owner shall notify the Holder in writing of any additional mining rights or any renewal, replacements, substitutions or modifications of mining rights, included in any part of the Property from time to time, including as a result of conversion of mining rights, in order to allow the Holder to proceed with amendments or additional registrations as may be necessary or advisable to ensure that the rights of the Holder and the terms of this Agreement and the Security are properly registered against such additional mining rights.

ARTICLE 5 ASSIGNMENT

5.1 Assignment by Holder

The Holder may assign, transfer or otherwise convey this Agreement or all, but not less than all, of its rights in the Royalty without the prior written consent of the Owner; provided, however, that no such assignment, transfer or conveyance shall be effective unless: (i) the Holder delivers to the Owner a certified copy of the instrument evidencing the change in the ownership in the Royalty; and (ii) the transferee has executed and delivered to the Owner an instrument pursuant to which the transferee agrees to be bound by the terms hereof and by all of the liabilities and obligations of the transferor hereunder in the same manner and to the same extent as though the transferee was an original party hereto.

5.2 Change in Ownership of Right to Royalty

No change or division in the ownership of the Royalty, however accomplished, shall enlarge the obligations or diminish the rights of the Owner. The Holder covenants and agrees that any change in ownership of the Royalty shall be accomplished in such a manner that the Owner and its Affiliates shall be required to make payments and give notice to no more than one person and, upon breach of this covenant, the Owner and its Affiliates may retain all Royalty Payments otherwise due until such breach has been cured. No change or division in the ownership of the Royalty or right to Royalty Payments shall be binding on the Owner or its Affiliates until the Holder shall have delivered to the Owner a certified copy of the instrument evidencing the change or division of such ownership.

5.3 Assignment or Transfer by the Owner

- (a) The Owner may not sell, assign, transfer, convey, lease, license, charge, pledge, hypothecate or otherwise dispose of the Property or any interest in the Property in any manner whatsoever, and may not assign, transfer or otherwise convey this Agreement or any interest therein, without in each case complying with the following:
 - (i) it shall be a condition of such sale, assignment, transfer, conveyance, lease, license or other disposition that the transferee or other counterparty to such transaction first execute and deliver to the other parties to this Agreement an instrument in writing pursuant to which such transferee or other counterparty (A) agrees to be bound by the terms hereof and by all of the

liabilities and obligations of the transferor hereunder in the same manner and to the same extent as though the transferee was an original party hereto in the first instance, without in any way derogating from clause (iii) below, and (B) consents and agrees to the continuation or re-registration of any restrictions registered against the Property pursuant to Article 4;

- (ii) it shall be a condition of any such charge, pledge or hypothec that the chargee, pledgee or holder of hypothec first execute and deliver to the other parties an instrument in writing pursuant to which such chargee, pledgee or holder of hypothec (A) agrees that, in the event that it exercises any of its rights under the charge, pledge or hypothec which allow it to take possession or acquire, or cause the sale or other disposition of the Property or any party thereof, or which result in the then Owner no longer being the owner of the Property, such chargee, pledgee, holder, or any acquiror of the Property or successor to the Owner as a result of such exercise of rights, shall be bound by the terms hereof and by all of the liabilities and obligations of the Owner hereunder in the same manner and to the same extent as though it was an original party hereto in the first instance, without in any way derogating from clause (iii) below and (B) consents and agrees, and will cause any such acquiror of the Property or successor to the Owner as a result of the exercise of its rights to consent and agree, to the continuation or re-registration of any restrictions registered against the Property pursuant to Section Article 4; and
 - (iii) any such sale, assignment, transfer, conveyance, lease, license, charge, pledge, hypothecation or other disposition shall not relieve or discharge the Owner from any of its liabilities or obligations hereunder existing on the date of such sale, assignment, transfer, conveyance, lease or other disposition, and the Holder may continue to look to the Owner for the performance thereof.
- (b) Any such sale, assignment, transfer, conveyance, lease, license, charge, pledge, hypothecation or other disposition which does not comply with the terms of this Agreement shall be null and void and of no force or effect.

5.4 Abandonment

- (a) If the Owner decides to permanently surrender, abandon, relinquish or let lapse or expire (collectively, “**Surrender**”), any portion of the Property or rights related thereto (a “**Mining Right**”), the Owner shall give notice of such decision to the Holder not less than 60 days prior to the effective date of such Surrender and shall use reasonable commercial efforts to provide the Holder with the opportunity to acquire such Mining Right for no consideration, on an “as is where is” basis. The Holder agrees that any future Royalty will not be payable by the Owner in respect of a Mining Right after it is transferred to the Holder or its nominee under this Section 4.4(b) or such interest is obtained in any other manner by the Holder or any of its Affiliates, nor will any Royalty be payable in respect of any Mining Right

that is Surrendered and was not renewed, substituted or re-acquired by the Owner or any of its Affiliates (in the circumstances set out in Section 4.4(c)) after notice of such surrender or expiry has been given to the Holder pursuant to this Section 4.4(b).

- (b) The parties agree that if a Mining Right is Surrendered and is then subsequently reacquired by the Owner or any of its Affiliates, the Royalty will be payable on any Product obtained from that Mining Right after the date of such reacquisition by the Owner or its Affiliates, all on the same terms as in this Agreement, but once a Mining Right is acquired, whether by way of transfer pursuant to Section 4.4(b) or otherwise, by the Holder, its nominee, or any of its Affiliates after the date of this Agreement, no further Royalty will be payable in connection with that Mining Right, regardless of whether the Owner or any of its Affiliates reacquires such Mining Right.

ARTICLE 6 GENERAL MATTERS

6.1 No Implied Covenants

The parties agree that no implied covenants or duties relating to exploration, development, mining or the payment of production royalties or any other matters provided for herein shall affect any of their respective rights or obligations hereunder, and that the only covenants or duties which affect such rights and obligations shall be those expressly set out and provided for in this Agreement.

6.2 Further Assurances

Each party shall execute all such further instruments and documents and do all such further actions as may be necessary to effectuate the documents and transactions contemplated in this Agreement, in each case at the cost and expense of the party requesting such further document or action, unless expressly indicated otherwise.

6.3 Notices

- (a) Any notice, direction, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent by e-mail (return receipt requested) or other similar means of electronic communication, in each case to the applicable address set out below:

- (i) if to QPM, to:

Quebec Precious Metals Corporation
1080, Côte du Beaver Hall
Bureau 2101, Montréal
Québec H2Z 1S8

Attention: Normand Champigny
Email: nchampigny@qpmcorp.ca

(ii) if to Idaho Champion to:

Idaho Champion Gold Mines Canada Inc.
401 Bay Street, Suite 2704
Toronto, Ontario M5H 2Y4

Attention: Jonathan Buick
Email: jbuick@idahochamp.com

- (b) Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of e-mailing or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered, e-mailed or sent before 4:30 p.m. (Eastern Time) on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day. Any such communication sent by mail shall be deemed to have been given and made and to have been received on the fifth Business Day following the mailing thereof; provided however that no such communication shall be mailed during any actual or apprehended disruption of postal services. Any such communication given or made in any other manner shall be deemed to have been given or made and to have been received only upon actual receipt.
- (c) Any party may at any time change its address for service from time to time by giving notice to the other parties in accordance with this Section 5.3.

6.4 Time of Essence

Time shall be of the essence of this Agreement in all respects.

6.5 Further Assurances

Each Party shall from time to time promptly execute and deliver or cause to be executed and delivered all such further documents and instruments and shall do or cause to be done all such further acts and things in connection with this Agreement that the other Party may reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement or any provision hereof.

6.6 Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, representations, warranties, obligations or other agreements between the Parties in connection with the subject matter of this

Agreement (whether oral or written, express or implied, statutory or otherwise) except as explicitly set out in this Agreement.

6.7 Amendment

No amendment of this Agreement shall be effective unless made in writing and signed by the Parties.

6.8 Waiver

A waiver of any default, breach or non-compliance under this Agreement shall not be effective unless in writing and signed by the Party to be bound by the waiver, and then only in the specific instance and for the specific purpose for which it has been given. No waiver shall be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other Party. The waiver by a Party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

6.9 Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

6.10 Remedies Cumulative

The rights, remedies, powers and privileges herein provided to a Party are cumulative and in addition to and not exclusive of or in substitution for any rights, remedies, powers and privileges otherwise available to that Party.

6.11 Attornment

Each Party agrees (a) that any Legal Proceeding relating to this Agreement may (but need not) be brought in any court of competent jurisdiction in the City of Toronto in the Province of Ontario, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of such Ontario court; (b) that it irrevocably waives any right to, and shall not, oppose any such Legal Proceeding in the City of Toronto in the Province of Ontario on any jurisdictional basis, including *forum non conveniens*; and (c) not to oppose the enforcement against it in any other jurisdiction of any Order duly obtained from an Ontario court as contemplated by this Section 9.11.

6.12 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in such Province and this Agreement shall be treated, in all respects, as an Ontario contract.

6.13 Successors and Assigns; Assignment

This Agreement shall enure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns.

6.14 Third Party Beneficiaries

This Agreement is for the sole benefit of the Parties, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

6.15 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Party by e-mail in PDF format or by other electronic transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving Party.

6.16 Language

The Parties acknowledge that they have required that the present Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant or relating directly or indirectly hereto be drawn up in English. *Les parties reconnaissent avoir exigé la rédaction en anglais de la présente convention ainsi que de tous documents exécutés, avis donnés et toutes poursuites judiciaires intentées, directement ou indirectement, relativement ou à la suite de la présente convention.*

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the date first written above.

**QUEBEC PRECIOUS METALS
CORPORATION**

By: _____
Name: Normand Champigny
Title: Chief Executive Officer

**IDAHO CHAMPION GOLD MINES
CANADA INC.**

By: _____
Name: Jonathan Buick
Title: President and Chief Executive
Officer

SCHEDULE "A"

