

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is dated for reference December 26, 2017.

BETWEEN:

JOSE RODRIGUEZ, an individual residing in Lima, Peru ("**Rodriguez**")

LEONARD DE MELT, an individual residing in Lima, Peru ("**De Melt**" and, together with Rodriguez, the "**Vendors**")

OF THE FIRST PART

AND

IMPERIUM MINING INC., a British Columbia company having an address in Vancouver, British Columbia ("**Imperium Canada**" and, together with the Vendors, the "**Parties**")

OF THE SECOND PART

WHEREAS:

- A. Rodriguez holds 60% of the issued and outstanding shares (the "**Rodriguez Shares**") of Minera LBJ S.A.C. ("**LBJ**") on behalf of De Melt, the beneficial owner;
- B. De Melt is the direct and beneficial owner of 40% the issued and outstanding shares (the "**De Melt Shares**" and, together with the Rodriguez Shares, the "**LBJ Shares**") of LBJ;
- C. LBJ owns 44.5% of the issued and the outstanding shares of Real Minera S.A.C. ("**Real**"), which is the legal and beneficial owner of the Las Huaquillas property, located in La Cajamarca Region, Peru, as more particularly described in Schedule "A" attached to and made a part of this Agreement (the "**Property**"); and
- D. Imperium Canada wishes to purchase, and the Vendors are willing to sell, their entire interest to and in the LBJ Shares on the terms and subject to the conditions set out in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the mutual promises, covenants, conditions, representations and warranties herein set out, the parties hereto agree as follows:

1. INTERPRETATION

1.1 In addition to those definitions contained in the recitals hereto and for the purposes of this Agreement, including any schedules hereto, unless there is something in the subject matter or context inconsistent therewith, the following words and expressions shall have the following meanings:

- (a) "**Agreement**" means this Agreement, as amended from time to time;
- (b) "**Applicable Laws**" means, with respect to any person or property, all federal, provincial, and municipal laws and by-laws, statutes, rules, regulations, treaties, ordinances, directives, decrees, decisions and orders and policies, guidelines, and interpretations (in

each case, having the force of law) made or issued by any Governmental Authority under, and agreements, licenses, permits, consents, certificates, exemptions, registrations, waivers, authorizations or other approvals by a Governmental Authority required to be issued under, any of the foregoing, in each case that are applicable to such person or property;

- (c) "**Business Day**" means a day other than a Saturday or Sunday on which banks are generally open for business in each of Lima, Peru and Calgary, Alberta, Canada;
- (d) "**Governmental Authority**" means: (a) any supranational, multinational, national, federal, provincial, territorial, regional, state, county, municipal, local or other governmental or public department, commission, council, central bank, court, arbitral body with legal jurisdiction, commission, board, tribunal, bureau or agency domestic or foreign; (b) any subdivision or authority of any of the above; or (c) any quasi-governmental or private body exercising any regulatory, expropriation or tax authority under or for the account of any of the above;
- (e) "**Lida**" means Lida Resources Inc.;
- (f) "**Lida Shares**" means 15,000,000 common shares in the capital of Lida valued at \$1,050,000 (\$0.07 per share);
- (g) "**Lien**" means any mortgage, charge, encumbrance, option, claim or other like right; and
- (h) "**Transfer**" means the completion of the sale by the Vendors of the LBJ Shares to Imperium Canada.

1.2 In this Agreement, all dollar amounts are expressed in lawful currency of Canada, unless specifically provided to the contrary.

1.3 The titles to the respective Articles hereof shall not be deemed to be a part of this Agreement but shall be regarded as having been used for convenience only.

1.4 Words used herein importing the singular number shall include the plural, and vice-versa, and words importing the masculine gender shall include the feminine and neuter genders, and vice-versa, and words importing persons shall include firms, partnerships and corporations.

2. REPRESENTATIONS AND WARRANTIES

2.1 Each party represents and warrants to the other that:

- (a) it has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to in or contemplated by this Agreement and to carry out and perform all of its obligations and duties hereunder; and
- (b) this Agreement and all documents deliveries and actions required hereunder have been duly approved.

2.2 The Vendors jointly and severally represent and warrant that:

- (a) they are the legal and beneficial and registered owners of the LBJ Shares;

- (b) upon completion of the Transfer, Imperium Canada will have legal and beneficial and good and valid title to the LBJ Shares, free and clear of all Liens;
- (c) De Melt and Rodriguez have good and sufficient right, and have all requisite power and authority to enter into this Agreement on the terms and conditions herein set forth and to complete the Transfer contemplated hereby;
- (d) the execution and delivery of this Agreement by each of the Vendors and the consummation by the Vendors of the Transfer will not violate or be in conflict with:
 - (i) any provisions of any agreement or instrument to which the Vendors are a party; or
 - (ii) to the best of the each of the Vendors' knowledge, any Applicable Law;
- (e) this Agreement has been duly executed and delivered by each of the Vendors and constitutes a legal, valid and binding obligations of each of them enforceable against each of them in accordance with the respective terms of this Agreement; and
- (f) the execution, delivery and performance by each of the Vendors of this Agreement does not require them to give any notice to, or obtain any authorization of any Governmental Authority or consent of any person who is a party to a contract binding on or affecting the Vendors, as a result of, or in connection with, or as a condition to the lawful completion of, the transactions contemplated by this Agreement.

2.3 Imperium Canada represents and warrants that:

- (a) it is duly incorporated and validly subsisting corporate entity;
- (b) it is the wholly-owned subsidiary of Lida;
- (c) Lida has approved the issuance of the Lida Shares on its behalf; and
- (d) the Lida Shares to be issued as consideration for the LBJ Shares will be issued from the treasury of Lida as fully paid and non-accessible common shares in the capital of Lida.

2.4 The representations and warranties set out are conditions on which the parties have relied in entering into this Agreement, are to be construed as both conditions and warranties and shall, regardless of any investigation which may have been made by or on behalf of any party as to the accuracy of such representations and warranties, survive the closing of the transaction contemplated hereby and each of the parties will indemnify and save the other harmless from all loss, damage, costs, actions and suits arising out of or in connection with any breach of any representation or warranty contained in this Agreement, and each party shall be entitled, in addition to any other remedy to which it may be entitled to set off any such loss damage or costs suffered by it as a result of any such breach against any payment required to be made by it to any other party hereunder.

3. **TRANSFER**

3.1 The Transfer shall be completed as follows:

- (a) Lida, on behalf of Imperium Canada, shall issue the Lida Shares to De Melt as consideration in exchange for the LBJ Shares; and
- (b) the Vendors shall transfer the LBJ Shares, free and clear of all Liens, to Imperium Canada upon receipt of the Lida Shares by De Melt.

3.2 The Parties acknowledge the right and privilege of one another to file, register and/or to otherwise deposit a copy of this Agreement in the appropriate recording office for the jurisdiction in which the Property is located and with any other governmental agencies to give third parties notice of this Agreement, and hereby agree, each with the other, to do or cause to be done all acts or things reasonably necessary to effect any such filings, registrations or deposits.

4. NOTICE

4.1 All notices and other communications required or permitted to be given hereunder shall be in writing and shall be sent by: (i) certified or registered mail, postage prepaid, return receipt requested, (ii) personal delivery, or (iii) a recognized overnight carrier that provides proof of delivery, and shall be addressed to the intended recipient at the address of the respective party set out on the first page hereof, except that:

- (a) written notices may be sent to De Melt by email to the email address ld3006@hotmail.com, or to such other email addresses specified by him;
- (b) written notices may be sent to Rodriguez by email to the email address platera_jr@hotmail.com, or to such other email addresses specified by him; and
- (c) written notice shall be sent to LBJ [LBJ's address for service to be inserted here], Attention: [•], or to such other address specified by LBJ.

4.2 Notices shall be deemed effective upon receipt, if received prior to 4:30 p.m. (local) at place of receipt, other than Saturdays or Sundays, and otherwise the next following Business Day.

4.3 Any party may at any time give notice in writing to the others of any change of address, and from and after the giving of such notice, the address therein specified will be deemed to be the address of such party for the purposes of giving notice hereunder.

5. TIME OF ESSENCE

5.1 Time shall be of the essence in the performance of this Agreement.

6. ENUREMENT

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

7. ARBITRATION

7.1 Any dispute which arises between any of the parties hereto concerning those matters which are arbitrable pursuant to the provisions of this Agreement will be determined by arbitration pursuant to the *Arbitration Act* (Alberta), as amended from time to time, or pursuant to any legislation substituted therefor, subject to the following modifications:

- (a) there will be one arbitrator appointed by the mutual agreement of the parties within 10 days of any notice to request or submit a matter to arbitration, failing which any party may apply to a Judge of the Court of Queen's Bench of Alberta to appoint an arbitrator;
- (b) the arbitrator will have the power to obtain the assistance, advice or opinion of any expert as he or she may think fit and will have the discretion to act upon any assistance, advice or opinion so obtained;
- (c) all pre-hearing and preliminary matters must be complete within 45 days from the date the arbitration commenced;
- (d) unless otherwise agreed by the parties or ordered by the arbitrator, there must be no oral discovery;
- (e) no transcript of the proceedings may be made;
- (f) sworn statements of evidence must be filed at the hearing in lieu of examination in chief and are subject to cross-examination and re-examination only;
- (g) the record of the arbitration consists of the documents and exhibits the parties produce and enter into evidence;
- (h) the arbitrator must deliver all final awards and reasons within 14 days after the hearing closes;
- (i) the costs and expenses of the arbitration shall be at the discretion of an award of the arbitrator;
- (j) each of the parties will do all acts and things and execute all deeds and instruments necessary to give effect to any award made on any such arbitration;
- (k) the decision of the arbitrator will be final and binding upon the parties as to the matter in dispute; and
- (l) the arbitrator will be deemed to be acting as an arbitrator pursuant to the provisions of the *Arbitration Act* (Alberta).

8. SEVERABILITY

8.1 Any provision in this Agreement which is illegal, invalid or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability of such provision in any other jurisdiction. The parties hereto agree to negotiate in good faith to replace any illegal, invalid or unenforceable provision of this Agreement with a legal, valid and enforceable provision that, to the extent possible, will preserve the economic bargain of this Agreement, or otherwise to amend this Agreement, including the provision relating to the choice of law, to achieve such result.

9. FURTHER ASSURANCES

9.1 Each of the parties covenants and agrees, from time to time and at all times, to do all such further acts and execute and deliver all such further deeds, documents and assurances as may be reasonably required in order to fully perform and carry out the terms and intent of this Agreement.

10. **AMENDMENT**

10.1 This Agreement may not be changed orally but only by an agreement in writing, signed by the party against which enforcement, waiver, change, modification or discharge is sought.

11. **LEGAL FEES**

11.1 Each party shall be responsible for its own legal costs and expenses.

12. **ASSIGNMENT**

12.1 This Agreement may not be assigned by either party hereto without the express written consent of the other.

13. **ENTIRE AGREEMENT**

13.1 This Agreement constitutes and contains the entire agreement and understanding between the parties and supersedes all prior agreements, memoranda, correspondence, communications, negotiations and representations, whether oral or written, express or implied, statutory or otherwise between the parties or any of them with respect to the subject matter hereof.

13.2 The recitals and schedules of this Agreement are incorporated by reference into this Agreement and form a part of this Agreement.

14. **GOVERNING LAW**


14.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

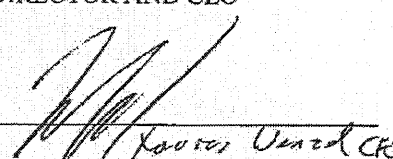

15. COUNTERPART EXECUTION

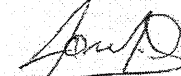
15.1 This Agreement may be executed in any number of counterparts with the same effect as if all parties to this Agreement had signed the same document and all counterparts will be construed together and will constitute one and the same instrument and any facsimile signature or electronic signature shall be taken as an original.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day, month and year first above written.

IMPERIUM MINING INC..

Per: 
Name: LEONARD DE MELT
Title: DIRECTOR AND CEO

Witness  
LEONARDO DE MELT

Witness 
JOSE RODRIGUEZ

SCHEDULE "A"

**DESCRIPTION OF THE PROPERTY (LAS HUAGUILLAS)
(ALSO KNOWN AS FRUTA DEL SUR)**

N o	CODE	CLAIMS	HOLDE R	GRANT DATE	EXPIR Y DATE	HECTAR ES	TIT LE	LOCATION		
								DEPART MENT	PROVIN CE	DISTRIC T(S)
1	0101025 05	GRAN JEFE	Alexand er Vidaurre O.	2008- 06-19	—	100	D.L. 708	Cajamarca	San Ignacio	San Ignacio
2	0101037 05	VIRGEN DE LAS HUAQUIL LAS	Alexand er Vidaurre O.	2008- 06-19	—	200	D.L. 708	Cajamarca	San Ignacio	San Ignacio - Namballe
3	0101038 05	SERPIENT E DE ORO	Alexand er Vidaurre O.	2008- 07-16	—	100	D.L. 708	Cajamarca	San Ignacio	San Ignacio
4	0100060 05	PADRE NUESTRO 1	Lida Pimentel Jibaja	2007- 01-16	—	1000	D.L. 708	Cajamarca	San Ignacio	San Ignacio - Namballe
5	0100061 05	PADRE NUESTRO 2	Lida Pimentel Jibaja	2007- 01-25	—	600	D.L. 708	Cajamarca	San Ignacio	San Ignacio - Namballe
6	0103012 06	HUAQUI	Anny Aycho Jibaja	2008- 01-18	—	200	D.L. 708	Cajamarca	San Ignacio	Namballe
7	0103014 06	HUAQUI 1	Anny Aycho Jibaja	2008- 01-23	—	400	D.L. 708	Cajamarca	San Ignacio	San Ignacio
8	0103013 06	HUAQUI 2	Anny Aycho Jibaja	2008- 01-23	—	800	D.L. 708	Cajamarca	San Ignacio	San Ignacio - Namballe
9	0101026 05	POZO SANTO	Isacc Illanes Aroni	2008- 01-03	—	200	D.L. 708	Cajamarca	San Ignacio	San Ignacio - Namballe
10	0101554 16	SILVERTO N	Jose Santos Rodrigu ez Pizar	2008- 01-03	—	400	D.L. 708	La Libertad	Otozco	Agallpamp a
11	0101554 16	SILVERTO N	Jose Santos	—	—	400	— —	La Libertad	Otozco	Agallpamp a

N o	CODE	CLAIMS	HOLDE R	GRANT DATE	EXPIR Y DATE	HECTAR ES	TIT LE	LOCATION		
								DEPART MENT	PROVIN CE	DISTRIC T(S)

Rodrigu
ez Pizan

Total hectare 4000

Coordinates UTM		
Points	N	E
1	9,125,000.00	781,000.00
2	9,123,000.00	781,000.00
3	9,123,000.00	780,000.00
4	9,124,000.00	780,000.00
5	9,124,000.00	778,000.00
6	9,125,000.00	778,000.00