

MINING PROJECT PURCHASE AGREEMENT

THIS AGREEMENT is made effective the 2nd day of November, 2018.

BETWEEN:

LIDA RESOURCES INC., a British Columbia company having an address in Vancouver, British Columbia (“LIDA”) and its wholly owned subsidiary, **IMPERIUM MINING SAC** (“IMPERIUM”), a Peruvian company

(LIDA and IMPERIUM together referred to as the “**Vendor**”)

AND

MONTAN MINING CORP., a British Columbia company having an address at Suite 1201 - 1166 Alberni Street, Vancouver BC V6E 3Z3

(the “**Purchaser**”)

WHEREAS:

(A) The Vendor is the legal and beneficial owner of a 44.5% interest (the “**Vendor’s Interest**”) in those certain group of mineral concessions which cover 3,600 hectares in the San Ignacio province, in the Cajamarca Department of Northern Peru, more particularly described in Schedule A hereto (the “**Mining Concessions**”), called the Fruta del Sur Project; and

(B) The Vendor and the Purchaser wish to enter into this Agreement to provide for the purchase and sale of the Vendor’s interest in the group of Mining Concessions on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties covenant and agree as follows:

PART 1 INTERPRETATION AND DEFINITIONS

Definitions

1.1 In addition to defined terms elsewhere in this Agreement, the following words and phrases have the following meanings:

(a) “**Agreement**” means this Mining Project Purchase Agreement together with the Schedules attached thereto;

(b) “**Business Day**” means any day, other than a Saturday, a Sunday or a statutory holiday in Vancouver, British Columbia;

(c) “**Claims**” means any and all losses, liabilities, expenses, costs, damages, actions, claims (including Environmental Claims), proceedings, suits and obligations of every kind and nature, including, without limitation, any losses, liabilities, expenses, costs, damages, actions, claims (including Environmental Claims), proceedings, suits and obligations relating to damage to property, personal injury and loss or diminution of mineral claim rights and land use rights;

(d) “**Closing Date**” means that date which is three Business Days following the acceptance and approval of this Agreement by the Exchange or such other date as the Vendor and the Purchaser may agree;

(e) “**Environmental Claims**” means any and all administrative, regulatory, or judicial actions, suits, demands, claims, liens, notices of non-compliance or violation, investigations, or proceedings relating in any way to any Environmental Law or any permit issued under any Environmental Law, including, without limitation:

(i) any and all claims by government or regulatory authorities for enforcement, clean-up, removal, response, remedial, or other actions or damages under any applicable Environmental Law; and

(ii) any and all claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation, or injunctive or other relief resulting from hazardous materials, including any release of those claims, or arising from alleged injury or threat of injury to human health or safety (arising from environmental matters) or the environment;

(f) “**Environmental Laws**” means all requirements of the common law, civil code, or of environmental, health, or safety statutes of any agency, board, or governmental authority applicable to the Property including, but not limited to, those relating to (i) noise, (ii) pollution or protection of the air, surface water, ground water, or land, (iii) solid, gaseous, or liquid waste generation, handling, treatment, storage, disposal, or transportation, (iv) exposure to hazardous or toxic substances, or (v) the closure, decommissioning, dismantling, or abandonment of any facilities, mines, or workings and the reclamation or restoration of lands;

(g) “**Exchange**” means the TSX Venture Exchange;

(h) “**Government**” means all applicable governments having jurisdiction in the region in which the Property is located, and those governments who govern the affairs of the Vendor and the Purchaser, wherever located;

(i) “**Party**” means either the Vendor or the Purchaser and their successors and permitted assigns and “**Parties**” means together, the Vendor and the Purchaser and their successors and permitted assigns;

(j) “**Property**” means the property located within the boundaries of the Mining Concessions;

(k) “**Purchaser**” has the meaning set forth in the first page hereof;

(l) “**Purchase and Sale**” has the meaning set forth in §3.1;

(m) “**Regulatory Authority**” means any Government appointed, mandated or authorized body which can issue or enforce regulations in the region of the Property or that affect the corporate actions of the Vendor or the Purchaser or having jurisdiction over the Mining Concessions;

- (n) “**Remaining Interests**” means the remaining portions of RIAL, the Mining Concessions and the Property which are not part of the Vendor’s Interest;
- (o) “**RIAL**” means RIAL MINERA SAC, a Peruvian company of which the Vendor owns 44.5% of the legal and beneficial interest; and
- (p) “**Transfer Date**” means the date that the Vendor’s Interest is transferred to the ownership of the Purchaser”.

PART 2 REPRESENTATIONS AND WARRANTIES

Representations and Warranties of the Vendor

2.1 Each Vendor jointly and severally represents, warrants and covenants to and with the Purchaser that:

- (a) each Vendor is a corporation duly subsisting under the laws of the jurisdiction of its incorporation with the corporate power to own its assets and to carry on its business;
- (b) each Vendor has good and sufficient authority to enter into and deliver this Agreement and to transfer its legal and beneficial interest in the Property to the Purchaser;
- (c) the execution, delivery and performance of this Agreement by each Vendor, and the consummation of the transactions herein contemplated the Vendor will not (i) violate or conflict with any term or provision of any of the articles, by laws or other constating documents of the Vendor; (ii) violate or conflict with any term or provision of any order of any court, Government or Regulatory Authority or any law or regulation of any jurisdiction in which the Property is located; or (iii) conflict with, accelerate the performance required by or result in the breach of any agreement to which the Vendor is a party or by which the Vendor is currently bound;
- (d) to the best of the Vendor knowledge, the Mining Concessions have been properly located, recorded and (where applicable) staked pursuant to the applicable laws and regulations of Peru are properly described in Schedule A and are in good standing;
- (e) to the best of the Vendors knowledge, RIAL holds all permits, licenses, consents and authorities issued by any Government or Regulatory Authority, which are necessary in connection with the ownership of the Mining Concessions, all of which are included in the Mining Concessions;
- (f) to the best of the Vendors knowledge, all fees, taxes, assessments, rentals, levies or other payments required to be made relating to RIAL, the Property and the Mining Concessions have been made;
- (g) other than this Agreement, there are no outstanding agreements or options to acquire or purchase RIAL, the Property or the Mining Concessions or any portion thereof or any interest therein;
- (h) there is no known adverse claim or challenge against or to the ownership of or title to any part of RIAL, the Property, and no party has any right, title, claim or other interest in RIAL, the Property or the Mining Concessions, except that 55.5% of RIAL is owned by other parties including Alexander Vidaurre, 49.5% and Lida Pimental Jibaya, among others;

(i) all property rights or interests of the Vendor in the Mining Concessions and the Property are legally and beneficially owned or held by RIAL, are in good standing, are valid and enforceable, are free and clear of any liens, charges or encumbrances and no royalty is payable in respect of any part of the Mining Concessions and the Property and on the Transfer Date, the legal and beneficial title in the Vendor's Interest will be transferred to the Purchaser free and clear of any liens, charges, debts, liabilities or encumbrances;

(j) there are no known actions, claims, investigations, suits, proceedings or inquiries (judicial or otherwise) pending or, to the best of its knowledge, threatened against or relating to the Vendor, RIAL, the Mining Concessions or the Property before or by any Government or Regulatory Authority, which may, in any way, have a materially adverse effect on the ability of the Vendor to perform their obligations hereunder;

(k) the Property does not, to the best of the Vendor's knowledge, contain any hazardous or toxic material, pollution or other adverse environmental conditions that may give rise to any environmental liability under any applicable environmental laws, regulations, rules or by-laws, and the Vendor has not received, nor is aware of any pending or threatened, notice of non-compliance with any environmental laws, regulations, rules or by-laws;

(l) the Vendor has not received from any Government or Regulatory Authority, any notice of or communication relating to any actual or alleged environmental claims, and there are no outstanding work orders or actions required to be taken relating to environmental matters respecting the Property or any operations carried out on the Property; and

(m) LIDA is not a non-resident of Canada within the meaning of the *Income Tax Act*, Canada.

Representations and Warranties of Purchaser

2.2 The Purchaser represents, warrants and covenants to and with the Vendor that:

(a) it is a company duly organized validly existing and in good standing under the laws of the Province of British Columbia;

(b) subject to Exchange approval, it has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement;

(c) the execution and delivery of this Agreement and the agreements contemplated hereby will not violate or result in the breach of the laws of any jurisdiction applicable or pertaining thereto or of its constating documents;

(d) this Agreement constitutes a legal, valid and binding obligation of the Purchaser, subject to Exchange approval;

(e) all necessary corporate action has been taken by the Purchaser to carry out its obligations hereunder and to allot and authorize the issuance of the Shares, and the Shares will upon issuance be validly issued as fully paid and non-assessable securities in the capital of the Purchaser;

(f) the Purchaser is a reporting issuer under the laws of the Province of British Columbia, among others, and has filed in all material respects disclosure as required by law and securities regulation on SEDAR; and

(g) the common shares of the Purchaser are listed and posted for trading on the Exchange and the Purchaser agrees to make all necessary notices and filings and obtain all necessary consents, approvals and authorizations from the Exchange to ensure that the Shares will be listed and posted for trading on the Exchange subject to applicable hold periods and restrictions on resale under Exchange Policy 4.1 and National Instrument 45-102 - *Resale of Securities*.

Survival

2.3 The representations and warranties set out in Sections 2.1 and 2.2 are being relied on by the Parties in entering into this Agreement and shall survive the execution of this Agreement for a term of two years.

Covenants of the Vendor

2.4 The Vendor covenants to and agree with the Purchaser as follows:

(a) within 5 Business Days of this Agreement, Vendor will deliver to Purchaser and/or arrange for Purchaser to contact its attorneys, accountants and financial advisors to allow Purchaser to have full access during normal business hours to all employees, consultants, assets, properties, books, accounts, records, tax returns, contacts and other documents respecting the Vendor's Interest, RIAL, the Mining Concessions and the Property; all of the information, records, books and data to which the Purchaser is given access as set forth above will be used by Purchaser solely for the purpose of analyzing the Vendor's Interest and will be treated on a confidential basis.

(b) the Vendor will not take any action to encumber or otherwise deal with the Vendor's Interest other than in accordance with the terms of this Agreement;

(c) the Vendor shall cooperate with the Purchaser to produce a geological report in accordance with CSA National Instrument 43-101 in respect of the Mining Concessions and the Property;

(d) the Vendor will cooperate and assist on a reasonable efforts basis with the Purchaser's efforts to acquire the Remaining Interests; and

(e) the Vendor will do and execute, or cause and procure to be made, done and executed, all such further acts, deeds or assurances as may be reasonably requested by the Purchaser whether for the purpose of more effectually and completely vesting in the Purchaser the Vendor's Interest being hereby conveyed or transferred in accordance with the terms hereof or for the purpose of registration or otherwise.

PART 3 PURCHASE AND SALE

Purchase and Sale

3.1 The Vendor hereby agrees to sell and transfer to the Purchaser and the Purchaser hereby purchases from the Vendor, all the Vendor's Interest, free and clear of all encumbrances or liabilities (the "**Purchase and Sale**").

Consideration

3.2 As full and final consideration of the Purchase and Sale, the Purchaser will issue to the Vendor on Closing **25,000,000** fully paid and non-assessable Common Shares of the Purchaser (the “**Shares**”) and **12,500,000** common share purchase warrants of the Purchaser (the “**Warrants**”) all issuable to LIDA, each Warrant exercisable for one Share for a period of 5 years at an exercise price of \$0.08 per share (together, the Shares and the Warrants are called the “**Securities**”), conditional upon Exchange approval. The Purchaser will use reasonable efforts to obtain such approval within 45 days of the execution of this Agreement.

3.3 The Securities will be subject to a statutory hold period of 4 months and a day. In addition, the Vendor acknowledges that a portion or all of the Securities may be subject to additional escrow provisions that may be imposed by the Exchange. The parties further acknowledge that these escrowed Securities shall be held in escrow and released, over time, as determined by the Exchange. The parties agree that the terms of the escrow shall be negotiated by counsel for the Purchaser, in consultation with counsel for the Vendor and the Exchange, wherein counsel for the Purchaser and the Vendor will both pursue terms of escrow most favourable to the Vendor (specifically, the shortest periods of escrow that can be agreed with the Exchange). The parties hereto further agree to accept such terms imposed by the Exchange provided such escrow is in compliance with the published policies of the Exchange. Notwithstanding this clause, the Vendor may during the statutory hold period and/or during the period of escrow declare a dividend of or otherwise transfer the right to the Securities to its shareholders, and either hold the interest in the Securities in trust for its shareholders or if permitted under Exchange policy and securities regulation, transfer the Securities to its shareholders, provided such shareholders agree to abide by the covenants of the Vendor herein as set out in sections 3.4 and 3.5.

3.4 For a period of 2 years after issuance of the Securities, LIDA (and/or its current shareholders which receive the Securities) agrees to vote the Shares and any shares issuable on exercise of the Warrants as recommended by Purchaser’s management, and will not support any predatory corporate activity not supported by the board of the Purchaser, and will not propose any nominee as director for Purchaser’s board nor assist any other person to change any members of Purchaser’s board, except as set out herein.

3.5 For a period of 2 years after the Closing Date, the Vendor and their shareholders will not be involved with any business competitive with the business of the Mining Concessions and will not solicit any employees, customers or suppliers of the Mining Concessions for any reason.

3.6 After the Closing Date, but within 20 Business Days or at the next board meeting of the Purchaser (whichever occurs first), the Purchaser will appoint Leonard DeMelt to its board of directors.

3.7 Montan acknowledges that for 24 months following execution of this Agreement, the Company agrees that it will not consolidate its share capital.

3.8 In the event the Securities are distributed to Vendor’s shareholders by way of dividend or other transfer, such shareholders will use reasonable efforts to agree on a single registered broker to act as their broker to hold the Securities and sell Shares in an orderly manner.

Conditions of the Purchaser

3.4 The obligations of the Purchaser are conditional upon fulfillment of the following:

- (a) Purchaser being fully satisfied, in its sole discretion, with the results of its due diligence on the Vendor’s Interest, such satisfaction to be waived or completed 30 days after Vendor has complied with its obligations under section 2.4(a);

(b) Purchaser will have entered into agreements with and will contemporaneously on or around the Closing Date close the purchase of the Remaining Interests; and

(c) Purchaser having received all necessary consents, approvals and other authorizations of the Exchange, any other regulatory authorities, shareholders (if required by the Exchange) or third parties.

3.5 All conditions are for the sole benefit of the Purchaser and may be waived by Purchaser at any time.

PART 4 CLOSING

Closing Date

4.1 Closing of the Purchase and Sale will take place at the offices of Purchaser's attorneys in Vancouver, at 10:00 a.m. Vancouver time, on the Closing Date or at such other time and date as may be agreed by the Parties.

PART 5 TERMINATION

5.1 Either Party may terminate this Agreement which shall be of no further force and effect in circumstances where the transactions contemplated herein have not occurred by February 15, 2019, but no Party may terminate this Agreement if they have breached any of their obligations hereunder.

PART 6 GENERAL AND MISCELLANEOUS

6.1 Any notice under this Agreement will be given in writing, by delivery in person to a named representative or by electronic transmission, properly addressed to each Party at the email addresses as provided by one Party to the others.

6.2 Each Party will be responsible for all of its own costs and charges incurred with respect to the transactions contemplated herein including, without limitation, all costs and charges incurred prior to the date of this Agreement and all legal and accounting fees and disbursements relating to the transactions contemplated herein. Each Party's taxation as a result of the transactions in this Agreement is such Party's own responsibility.

6.3 This Agreement will be binding upon and enure to the benefit of the respective successors and permitted assigns of the Parties.

6.4 No amendments to this Agreement will be of any force and effect unless executed in writing by all the Parties.

6.5 Except as otherwise specifically provided in this Agreement, time is of the essence of each and every provision of this Agreement.

6.6 This Agreement will be construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada as applicable therein.

6.7 This Agreement and the attached schedules and all properly executed amendments are hereinafter collectively referred to as this Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all previous negotiations, communications, agreements and undertakings relating to the subject matter herein. The Parties acknowledge that there are no agreements, undertakings, representations, warranties or conditions collateral to this Agreement except as specifically stated otherwise in this Agreement.

6.11 This Agreement may be executed in as many counterparts as may be necessary and may be electronically transmitted and each such counterpart will be deemed to be an original and such counterparts together will constitute one and the same instrument, and such electronically executed signature will be deemed an original signature.

IN WITNESS WHEREOF the Parties have executed this Agreement by their duly authorized officers as of the date first above written.

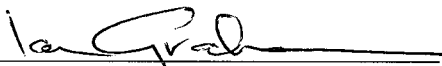
LIDA RESOURCES INC

Per: 
Leonard DeMelt

IMPERIUM MINING INC

Per: 
Authorized Signatory

MONTAN MINING CORP.

Per: 
Ian Graham, CEO

Lions Bay Capital Inc. as controlling shareholder of Montan Mining Corp., and as transaction originator and as a principal participant in the negotiations with LIDA, consents to the execution of this Agreement and agrees to vote its shares in Montan in any meeting of Montan shareholders in favour of the transactions contemplated herein. Lions Bay also assigns to Montan any rights or interest it has in the negotiations with respect to acquiring any interests in the Mining Concessions, directly or indirectly.

LIONS BAY CAPITAL INC.

Per: _____
Authorized Signatory

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LIDA RESOURCES INC

IMPERIUM MINING SAC

Per: _____
Leonard DeMelt

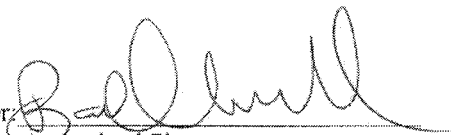
Per: _____
Authorized Signatory

MONTAN MINING CORP.

Per: _____
Ian Graham, CEO

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LIONS BAY CAPITAL INC.

Per: 
Authorized Signatory

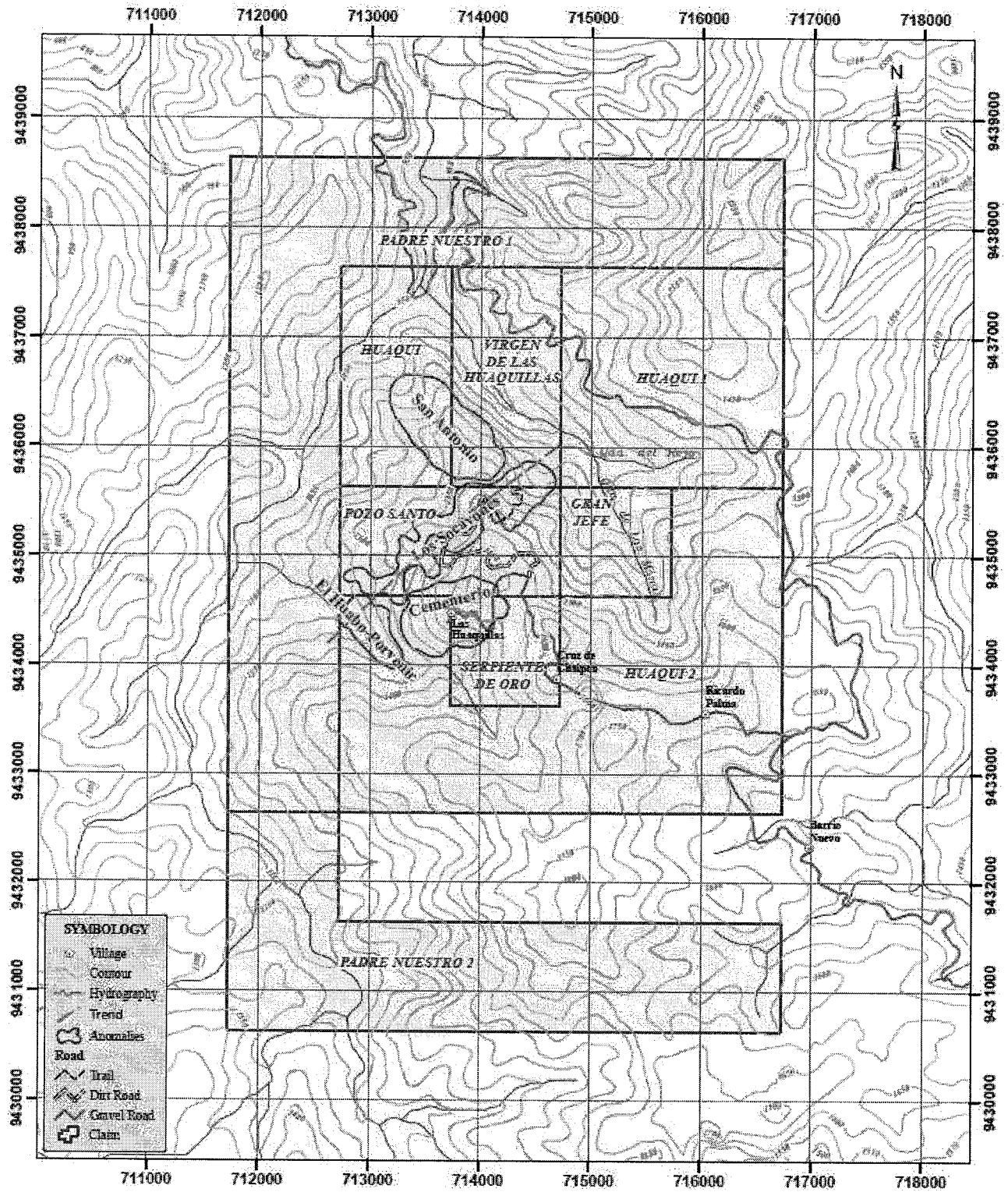
Schedule A

Table 1 – Project Concessions Table

No	Code	Claims	Holder	Hectares	Title	Location		
						Department	Province	District(s)
1	10102505	Gran Jefe	Rial Minera SAC.	100	D.L. 708	Cajamarca	San Ignacio	San Ignacio
2	10103705	Virgen de Las Haquillas	Rial Minera SAC.	200	D.L. 708	Cajamarca	San Ignacio	San Ignacio - Namballe
3	10103805	Serpiente de Oro	Rial Minera SAC.	100	D.L. 708	Cajamarca	San Ignacio	San Ignacio
4	10006005	Padre Nuestro 1	Rial Minera SAC.	1,000	D.L. 708	Cajamarca	San Ignacio	San Ignacio - Namballe
5	10006105	Padre Nuestro 2	Rial Minera SAC.	600	D.L. 708	Cajamarca	San Ignacio	San Ignacio - Namballe
6	10301206	Huaqui	Rial Minera SAC.	200	D.L. 708	Cajamarca	San Ignacio	Namballe
7	10301406	Huaqui 1	Rial Minera SAC.	400	D.L. 708	Cajamarca	San Ignacio	San Ignacio
8	10301306	Huaqui 2	Rial Minera SAC.	800	D.L. 708	Cajamarca	San Ignacio	San Ignacio - Namballe
9	10102605	Pozo Santo	Rial Minera SAC.	200	D.L. 708	Cajamarca	San Ignacio	San Ignacio - Namballe
				Total Hectares	3,600			

Holder Information Extracted from GEOCATMIN, Peru, on October 31st, 2018.

Map 1 – Project Concession Map



Source: Base Map, IGN-Part. Sheet 11-s
 DEM-Aur GDEM, S06W080
 Scepter - Sullidan Exploration Inc

