

CLAIM PURCHASE AGREEMENT

by and among

MICHEL LAROUCHE

PIERRE BRISSON

MICHEL GAUTHIER

MARIO BOURQUE

MARCEL BOURQUE

GILLES BOURQUE

ROGER OUELLET

as Vendors

and

E-POWER RESOURCES INC.

as Purchaser

dated as of

15 April, 2019

12848172.4
12870757.2




CLAIM PURCHASE AGREEMENT

This Claim Purchase Agreement (this "**Agreement**"), dated as of 15 April, 2019, is entered into among Michel Larouche, Pierre Brisson, Michel Gauthier, Mario Bourque, Marcel Bourque, Gilles Bourque and Roger Ouellet (collectively, the "**Vendors**") and E-Power Resources Inc., a corporation incorporated under the laws of the Province of Quebec (the "**Purchaser**").

RECITALS

WHEREAS the Vendors are the beneficial owners of fifty-two (52) mineral claims described and illustrated in Schedule A attached hereto situated in the Province of Quebec, Canada (the "**Property**");

WHEREAS each of the Vendors wishes to sell to the Purchaser, and the Purchaser wishes to purchase from the Vendors all of the Vendor's rights, title and interest in and to the Property (the "**Conveyed Property**"), subject to the terms and conditions set forth herein;

WHEREAS Pierre Brisson, Michel Gauthier, Mario Bourque, Marcel Bourque and Gilles Bourque have signed a Power of Attorney in favour of Michel Larouche to execute this Claim Purchase Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I DEFINITIONS

For the purposes of this Agreement, unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

- (a) "**Agreement**", "**this Agreement**", "**herein**", "**hereby**", "**hereof**", "**hereunder**" and similar expressions shall mean or refer to this Agreement and any and all agreements or instruments supplemental or ancillary hereto and the expression "**section**" followed by a number means and refers to the specified section of this Agreement.
- (b) "**Net Smelter Returns**" means the gross proceeds received by the Purchaser in any year from the sale of Products from the mining operation on the Property, less:
 - (i) the cost of transportation of such Product to a smelter or other place of treatment; and
 - (ii) smelter and treatment charges.



- (c) "NI 43-101" means the National Instrument 43-101- *Standards of Disclosure for Mineral Projects*.
- (d) "Ore" shall mean any material containing a mineral or minerals of commercial economic value mined from the Conveyed Property.
- (e) "Parties" shall mean the Purchaser and the Sellers and their respective administrators, successors and permitted assigns.
- (f) "Product" shall mean Ore mined from the Conveyed Property and any concentrates or other materials or products derived there from, but if any such Ore, concentrates or other materials or products are further treated as part of the mining operation in respect of the Property, such Ore, concentrates or other materials or products shall not be considered to be "Product" until after they have been so treated.
- (g) "Property" has the meaning set out in the Recitals to this Agreement.

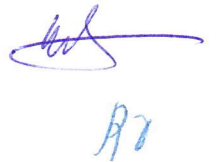
ARTICLE II PURCHASE AND SALE

Section 2.01 Purchase and Sale of the Property. Subject to the terms and conditions set forth herein, the Vendors sell, assign, transfer, convey and deliver to the Purchaser, and the Purchaser purchases from the Vendors the Conveyed Property, free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance ("**Encumbrance**").

Section 2.02 No Liabilities. The Purchaser does not assume any liabilities or obligations of the Vendors of any kind, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created.

Section 2.03 Purchase Price. The aggregate purchase price for the Conveyed Property payable by the Purchaser to the Vendors (the "**Purchase Price**") shall be as follows:

- (a) An amount of \$10,000 in cash payable at Closing allocated among the Vendors as set forth in Schedule B attached hereto;
- (b) The issuance to the Vendors of 200,000 common shares in the share capital of the Purchaser with a deemed issue price of \$0.10 per share, allocated among them as set forth in Schedule B attached hereto to be issued at Closing. Such shares are uncertificated shares and they will be represented by an entry in the securities register of the Purchaser in the name of the Vendors;
- (c) The issuance to the Vendors of 200,000 common shares in the share capital of the Purchaser to be issued when a technical report, commissioned to include a mineral resources estimate, in accordance with NI 43-101 is Initiated, allocated among them as set forth in Schedule B attached hereto; and

Handwritten signature in blue ink, followed by the initials "A2" also in blue ink.

For the purposes hereof, "**Initiated**" is to be defined as signing an agreement with an independent qualified person to complete a technical report in accordance with NI 43-101 to include an estimation of mineral resources on the Property.

- (d) A royalty (the "**Royalty**") in an amount equal to 1.5% of all Net Smelter Returns as listed in Schedule B attached hereto.

Section 2.04 Repurchase of the Net Smelter Returns. The Purchaser has the right to repurchase at any time 0.5% of the Net Smelter Returns for an amount of \$500,000.

ARTICLE III CLOSING

Section 3.01 Closing. The closing of the transactions contemplated by this Agreement (the "**Closing**") shall take place simultaneously with the execution of this Agreement on the date of this Agreement (the "**Closing Date**").

Section 3.02 Closing Deliverables

- (a) At the Closing, the Parties shall each execute and deliver, or cause to be executed and delivered, effective as of the date hereof, the following:
- (i) All necessary deeds, conveyances, bills of sale, assurances, transfers, assignments and consents, including all necessary consents and approvals, and any other documents necessary or reasonably required to effectively transfer the Conveyed Property to the Purchaser with good and marketable title, free and clear of all mortgages, liens, charges, pledges, claims, security interests or encumbrances whatsoever;
 - (ii) all necessary consents, approvals, waivers and authorizations in writing to the completion of the transactions contemplated herein; and
 - (iii) all other customary instruments of transfer, assumptions, filings or documents, in form and substance reasonably satisfactory to the Purchaser, as may be required to give effect to this Agreement.

ARTICLE IV NON-COMPETITION

For a period of one (1) year after the Closing Date, each of the Vendors, for itself and each of their affiliates hereby agrees (renouncing the benefits of discussion and division) not to, on their own behalf or on behalf of, or together with, any other person, directly or indirectly, in any capacity whatsoever including as an employer, principal, agent, partner, member, shareholder or other equity holder, independent contractor, advisor, investor, creditor, promoter, lender, guarantor, consultant, supplier, trustee or otherwise, or through a related person, staking around the Property, within a radius of 5 km of the Conveyed Property.



**ARTICLE V
REPRESENTATIONS AND WARRANTIES OF THE VENDORS**

Each of the Vendors represents and warrants to the Purchaser that the statements contained in this ARTICLE V are true and correct as of the date hereof.

Section 5.01 Authorization of the Vendors; Enforceability. Each of the Vendors is an individual resident of the Province of Quebec, Canada and has all requisite power and authority to enter into the Agreement and to carry out his obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by the Vendors. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by the Vendors, and (assuming due authorization, execution and delivery by the Purchaser), this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of the Vendors, enforceable against the Vendors in accordance with their respective terms.

Section 5.02 No Conflicts; Consents. The execution, delivery and performance by the Vendors of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not:

- (a) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to the Vendors or the Conveyed Property;
- (b) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which each of the Vendors is a party or to which any of the Conveyed Property are subject; or
- (c) result in the creation or imposition of any Encumbrance on the Conveyed Property.

No consent, approval, waiver or authorization is required to be obtained by the Vendors from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by the Vendors of this Agreement and the consummation of the transactions contemplated hereby.

Section 5.03 Title to the Conveyed Property. Each of the Vendors owns and has good and valid title to the Conveyed Property, free and clear of all Encumbrances.

Section 5.04 Compliance with Laws. Each of the Vendors has complied, and is now complying, with all applicable federal, provincial, territorial and local laws and regulations applicable to ownership and use of the Conveyed Property.

Section 5.05 Legal Proceedings. There is no claim, action, suit, proceeding or governmental investigation (each, an "Action") of any nature pending or threatened against or:


PO

- (a) relating to or affecting the Conveyed Property; or
- (b) that challenges or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

Section 5.06 Full Disclosure. No representation or warranty by the Vendors in this Agreement and no statement contained in the Schedules to this Agreement or any certificate or other document furnished or to be furnished to the Purchaser under this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Vendors that the statements contained in this ARTICLE VI are true and correct as of the date hereof.

Section 6.01 Incorporation and Authority of the Purchaser; Enforceability. The Purchaser is a corporation incorporated and validly existing under the law of the Province of Quebec. The Purchaser has the corporate power and capacity to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by the Purchaser of this Agreement and the documents to be delivered hereunder and the consummation of the transactions hereby have been duly authorized by all requisite corporate action on the part of the Purchaser. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by the Purchaser, and (assuming due authorization, execution and delivery by the Vendors) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of the Purchaser enforceable against the Purchaser in accordance with their respective terms.

Section 6.02 No Conflicts; Consents. The execution, delivery and performance by the Purchaser of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not:

- (a) violate or conflict with the articles of incorporation, by-laws or any unanimous shareholder agreement of the Purchaser; or
- (b) violate or conflict with or result any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to the Purchaser.

No consent, approval, waiver or authorization is required to be obtained by the Purchaser from any person or entity (including any governmental authority) in connection with the execution,

delivery and performance by the Purchaser of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE VII COVENANTS

Section 7.01 Further Assurances. Following the Closing, each of the Parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

ARTICLE VIII INDEMNIFICATION

Section 8.01 Survival. All representations, warranties, covenants and agreements contained herein and all related rights to indemnification shall survive the Closing.

Section 8.02 Indemnification by the Vendors. Each of the Vendors shall defend, indemnify and hold harmless the Purchaser, its affiliates and their respective shareholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including legal fees, disbursements and charges, arising from or relating to:

- (a) any inaccuracy in or breach of any of the representations or warranties of the Vendors contained in this Agreement or any document to be delivered hereunder; or
- (b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Vendors under this Agreement or any document to be delivered hereunder.

Section 8.03 Indemnification by the Purchaser. The Purchaser shall defend, indemnify and hold harmless the Vendors from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including legal fees, disbursements and charges, arising from or relating to:

- (a) any inaccuracy in or breach of any of the representations or warranties of the Purchaser contained in this Agreement or in any document to be delivered hereunder; or
- (b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Purchaser under this Agreement or any document to be delivered hereunder.

Section 8.04 Indemnification Procedures. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the "Indemnified Party") shall

promptly provide written notice of such claim to the other party (the "**Indemnifying Party**"). In connection with any claim giving rise to indemnify hereunder resulting from or arising out of any Action by a person or entity who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defence of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defence of any such Action with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defence of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including, but not limited to, settling such Action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defence and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to damages resulting therefrom. The Indemnifying Party shall not settle an Action without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld or delayed).

Section 8.05 Tax Treatment of Indemnification Payments. All indemnification payments made by the Vendors under this Agreement shall be treated by the Parties as an adjustment to the Purchase Price for tax purposes, unless otherwise required by law.

Section 8.06 Effect of Investigation. The Purchaser's right to indemnification or other remedy based on the representations, warranties, covenants and agreements of the Vendors contained herein will not be affected by any investigation conducted by the Purchaser, or any knowledge acquired by the Purchaser at any time, with respect to the accuracy or inaccuracy of, or compliance with, any such representation, warranty, covenant or agreement.

Section 8.07 Cumulative Remedies. The rights and remedies provided in this ARTICLE VIII are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise.

ARTICLE IX MISCELLANEOUS

Section 9.01 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.

Section 9.02 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given:

- (a) when delivered by hand (with written confirmation of receipt);
- (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested);

Handwritten signature and initials in blue ink, located in the bottom right corner of the page.

- (c) on the date sent by email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or
- (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 9.02):

If to the Vendors:

Michel Larouche

1477 Du Moyac Street
Baie-Comeau (Quebec) G5C 3G8

Email: milarouc@globetrotter.net

Pierre Brisson

79 Parc Langlois
Pointe-Lebel (Quebec) G0H 1N0

Email: Pierre.brisson@globetrotter.net

Michel Gauthier

12 Lac Girard
Forestville (Quebec) G0T 1E0

Email: amithier@hotmail.com

Mario Bourque

1717 Brochard Street
Baie-Comeau (Quebec) G5C 2H1

Email: Gem_manic@c gocable.ca

Marcel Bourque

3048 rue Marie-Victorin
Baie-Comeau (Quebec) G5C 3M2

Email: marcelbourque@globetrotter.net

Gilles Bourque

118 Champlain Avenue
Baie-Comeau (Quebec) G4Z 1M2

Email: iharvey@globetrotter.net

Roger Ouellet

3616 Du Roi-Georges Street
Jonquière (Quebec) G7X 1V1

Email: rogerouellet@videotron.ca

If to the Purchaser:

925 de Maisonneuve Blvd.
Suite 247

12848172.4
12870757.2



Montréal (Quebec) H3A 0A5

Email: jglavigne51@gmail.com

Attention: Jamie Lavigne, President
BCF LLP

with a copy to:

1100 René-Lévesque Blvd. West
Suite 2500
Montréal, (Quebec) H3B 5C9

Email: Gilles.Seguin@bcf.ca
Attention: Gilles Seguin

Section 9.03 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 9.04 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 9.05 Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and documents to be delivered hereunder, the Schedules (other than an exception expressly set forth as such in the Schedules), the statements in the body of this Agreement will control.

Section 9.06 Successors and Assigns. This Agreement shall be binding upon and shall enure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 9.07 No Third-Party Beneficiaries. Except as provided in ARTICLE VIII, this Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 9.08 Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

Section 9.09 Waiver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any



right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 9.10 Currency. Unless otherwise specified, all amounts expressed in dollars in this Agreement are in Canadian dollars.

Section 9.11 Schedules. The Schedules A, B and C attached to this Agreement are incorporated into this Agreement by reference and are deemed to form part hereof.

Section 9.12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein.

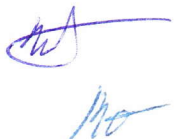
Section 9.13 Forum Selection. Any action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be brought in the courts of the Province of Quebec, district of Montreal, and each Party irrevocably submits and agrees to attorn to the exclusive jurisdiction of such courts in any such action or proceeding.

Section 9.14 Choice of Language. The Parties confirm that it is their express wish that this Agreement, as well as any other documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn in the English language only. *Les parties aux présentes confirment leur volonté expresse que cette convention, de même que tous les documents s'y rattachant, y compris tous avis, annexes et autorisations s'y rattachant, soient rédigés en langue anglaise seulement.*

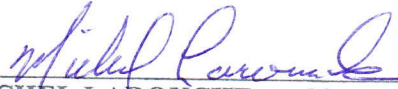
Section 9.15 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 9.16 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.


[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.



MICHEL LAROUCHE, on his own behalf and on behalf of Pierre Brisson, Michel Gauthier, Mario Bourque, Marcel Bourque and Gilles Bourque



ROGER OUELLET

E-POWER RESOURCES INC.

By: **Jamie Lavigne**

Digitally signed by Jamie Lavigne
DN: cn=Jamie Lavigne, o, ou,
email=jlavigne51@gmail.com, c=CA
Date: 2019.04.14 14:58:47 -0700

Name: Jamie Lavigne
Title: President

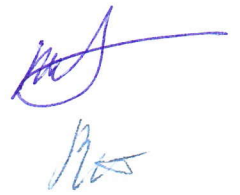
SCHEDULE A

NTS	Claim		NTS	Claim
22K14	2432702		22N03	2394180
22K14	2432703		22N03	2432704
22K14	2535542		22N03	2432705
22K14	2535543		22N03	2432706
22K14	2535544		22N03	2435610
22K14	2535545		22N03	2435611
22K14	2535546		22N03	2435612
22K14	2535547		22N03	2435625
22K14	2535548		22N03	2435626
22K14	2535549		22N03	2435627
22K14	2535550		22N03	2435628
22K14	2535551		22N03	2435629
22N03	2310916		22N03	2435647
22N03	2310917		22N03	2435706
22N03	2310918		22N03	2435707
22N03	2311649		22N03	2435708
22N03	2311650		22N03	2435709
22N03	2311651		22N03	2435710
22N03	2311652		22N03	2435711
22N03	2312114		22N03	2435712
22N03	2391186		22N03	2437874
22N03	2391188		22N03	2510755
22N03	2391189		22N03	2510756
22N03	2391281		22N03	2510757
22N03	2391524		22N03	2510758
22N03	2391525		22N03	2510759

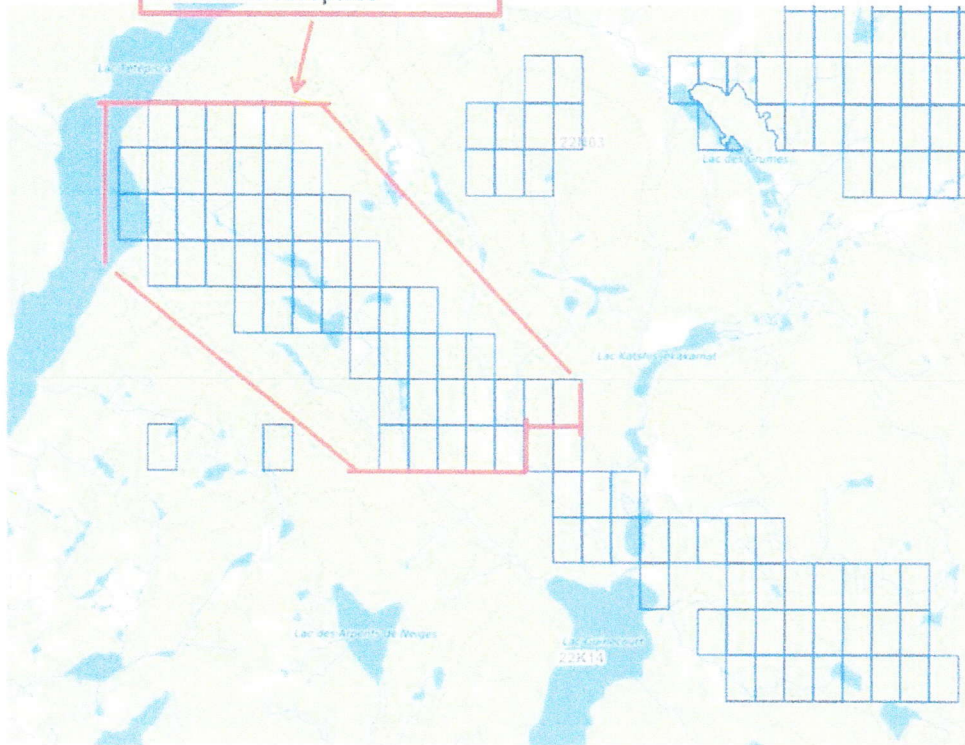
~~MS~~
MS

SCHEDULE B

At Closing				
Name of the Vendors	%	Consideration	Number of Common Shares	Royalty
Michel Larouche	20%	\$1,000	40,000	20%
Pierre Brisson	20%	\$1,000	40,000	20%
Michel Gauthier	20%	\$1,000	40,000	20%
Mario Bourque	14%	\$700	28,000	14%
Marcel Bourque	13%	\$650	26,000	13%
Gilles Bourque	13%	\$650	26,000	13%
Roger Ouellet	N/A	\$5,000	N/A	N/A
Total:	100%	\$10,000	200,000 Common Shares	100%
When a 43-101 Technical Report is Initiated According to Section 2.03 (c)				
Name of the Vendors			Number of Common Shares	
Michel Larouche			40,000	
Pierre Brisson			40,000	
Michel Gauthier			40,000	
Mario Bourque			28,000	
Marcel Bourque			26,000	
Gilles Bourque			26,000	
Roger Ouellet			N/A	
Total:			200,000 Common Shares	



52 Claims Tétépisca



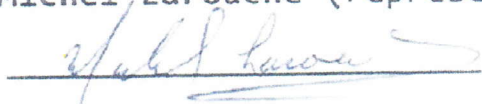
Handwritten signature
Mo

Procuration

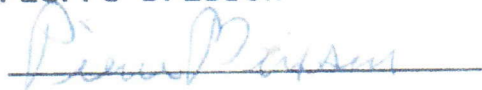
Le 05 Avril 2019 a Baie-Comeau

Il a été résolu unanimement à Baie-Comeau le 05 Avril 2019 que Michel Larouche en tant représentant du groupe de prospecteurs, qu'il pouvait signer en notre nom l'adoption de l'entente la compagnie **E-Power** et documents associés.

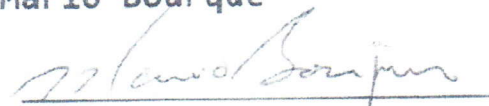
Michel Larouche (représentant désigné)



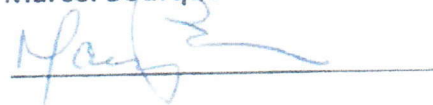
Pierre Brisson



Mario Bourque



Marcel Bourque



Gilles Bourque



Michel Gauthier

