

OPTION AGREEMENT

THIS AGREEMENT made effective as of the 22nd day of July, 2024.

AMONG:

PRESTWICK CAPITAL CORPORATION LIMITED, a corporation incorporated under the laws of Alberta, Canada having an address at 1250, 639 – 5th Avenue SW, Calgary, Alberta T2P 0M9 (“**Prestwick**”)

AND:

CHAMPION ELECTRIC METALS INC., a corporation incorporated under the laws of Ontario, Canada having an address at 401 Bay St., Suite 2704, Toronto, Ontario M5H 2Y4 (“**Champion**”)

AND:

IDAHO CHAMPION GOLD MINES Ltd, a corporation incorporated under the laws of Ontario, Canada, having an address at 401 Bay St., Suite 2704, Toronto, Ontario M5H 2Y4 (“**Champion Canada**”)

AND:

IDAHO CHAMPION GOLD MINES USA, Inc., a corporation incorporated under the laws of Idaho, having an address at 401 Bay St., Suite 2704, Toronto, Ontario M5H 2Y4 (“**Champion USA**”)

AND:

IDAHO CHAMPION GOLD MINES LLC, a limited liability company incorporated under the laws of Idaho, having an address at 401 Bay St., Suite 2704, Toronto, Ontario M5H 2Y4 (“**Champion LLC**”, and collectively with Champion, Champion Canada and Champion USA, the “**Champion Parties**”)

INTRODUCTION

- A. Champion LLC and Champion USA are the legal and beneficial owner of the Property.
- B. Champion Canada is a wholly-owned subsidiary of Champion.
- C. Champion USA is a wholly-owned subsidiary of Champion Canada.
- D. Champion LLC is a wholly-owned subsidiary of Champion USA.
- E. In accordance with the terms of this Agreement, the Champion Parties have agreed to grant to Prestwick an option to acquire 100% of the right, title and interest in and to the Property.

IN CONSIDERATION OF, among other things, the mutual promises contained in this Agreement, the Parties agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context otherwise expressly requires, capitalized words and phrases used in this Agreement, the Schedules hereto and in all notices and communications to be made pursuant to this Agreement will have the meanings set out in Part A of **Schedule 1** hereto, unless otherwise defined elsewhere in this Agreement.

1.2 Interpretation

Unless the context otherwise expressly requires, this Agreement will be interpreted in accordance with Part B of **Schedule 1**, unless otherwise set forth elsewhere in this Agreement.

1.3 Governing Law

- (a) This Agreement is solely governed by the law in force in the state of Idaho, U.S., applicable therein (but without giving effect to any conflict of law rules) and without reference to the laws of any other jurisdiction.
- (b) Subject to **Article 11**, each Party:
 - (i) irrevocably and unconditionally submits to and accepts the exclusive jurisdiction of the Idaho County, State of Idaho, U.S. at the time such matter is first filed with such court, and any court that may hear appeals from any of those courts, for any proceeding in connection with this Agreement, subject to the right to enforce a judgment obtained in any of those courts in any other jurisdiction; and
 - (ii) irrevocably waives any objection to the venue of any legal process commenced in the County of Idaho, State of Idaho, US at the time such matter is first filed with such court on any basis including that the process has been brought in an inconvenient forum.

1.4 Schedules

The following schedules are attached to and incorporated in this Agreement:

- (a) Schedule 1 – Definitions and Interpretation;
- (b) Schedule 2 – Property Description;
- (c) Schedule 3 – Form of NSR Agreement;
- (d) Schedule 4 – Form of Escrow Agreement; and
- (e) Schedule 5 – Representation and Warranty Disclosure.

ARTICLE 2 GRANT OF OPTION

2.1 The Option

- (a) Champion acknowledges receipt of a \$25,000 payment by Prestwick in accordance with the terms of the LOI.
- (b) Subject to this Agreement and effective as of the Transaction Completion, the Champion Parties hereby grant to Prestwick for the duration of the Option Period the sole, exclusive and irrevocable right for Prestwick, Prestwick USA, or an Affiliate of Prestwick if directed by Prestwick, to acquire 100% of the right, title and interest in and to the Property (the “**Option**”).
- (c) The Option will be kept in good standing and is exercisable by Prestwick by:
 - (i) paying or issuing, as applicable, to one or more of the Champion Parties on the Transaction Completion a total of:
 - (A) \$75,000;

- (B) 1,100,000 Common Shares; and
- (C) warrants to purchase up to 200,000 Common Shares at \$0.30 per share for two (2) years from the date of issuance;
- (ii) paying or issuing, as applicable, to one or more of the Champion Parties within 18 months from the Transaction Completion ("**Payment #1 Date**") a total of:
 - (A) \$350,000;
 - (B) 200,000 Common Shares; and
 - (C) warrants to purchase up to 200,000 Common Shares at the last closing price for Common Shares prior to the date of issuance, for two (2) years from the date of issuance; and
- (iii) paying or issuing, as applicable, to one or more of the Champion Parties within 12 months from the Payment #1 Date ("**Payment #2 Date**") a total of:
 - (A) \$500,000; and
 - (B) warrants to purchase up to 200,000 Common Shares at the last closing price for Common Shares prior to the date of issuance, for two (2) years from the date of issuance.

2.2 Acceleration

Notwithstanding anything in this Agreement to the contrary, Prestwick may at any time accelerate the performance of its obligations under **section 2.1(c)** above. For clarity, the obligations of Prestwick in **section 2.1(c)** are optional to Prestwick and nothing herein shall obligate Prestwick to exercise the Option and make any such payment or do any such thing as contemplated therein.

ARTICLE 3 EXERCISE OF OPTION

3.1 Exercise of Option

In the event that Prestwick has completed all of the cash payments and issued all of the securities of Prestwick required under **section 2.1(c)**, Prestwick shall without further payment or action be deemed to have exercised the Option and to have acquired (through Prestwick USA) and be vested with 100% of the right, title and interest in and to the Property, free and clear of all Encumbrances except Permitted Encumbrances and subject to the Royalty, and the Champion Parties shall transfer the Property to Prestwick in accordance with **section 3.2**.

3.2 Transfer of Property

- (a) Upon the exercise of the Option by Prestwick, the applicable Champion Parties shall promptly (and in any event within three (3) Business Days of receipt of such exercise) execute and record, or will cause its agents to record, all such effectual and valid transfers of the Property and such other documents as Prestwick or its legal counsel may deem necessary to transfer to Prestwick USA a 100% undivided legal and beneficial interest in and to the Property free and clear of all Encumbrances except Permitted Encumbrances and subject to the Royalty. Transfer documents shall include, without limitation, the deed recorded in Idaho County, Idaho, which Prestwick shall be responsible for filing a copy of the deed with the Bureau of Land Management ("**BLM**"), located in Boise, Idaho, and paying all filing fees associated with the same.

- (b) Upon the exercise of the Option by Prestwick, the Champion Parties will provide all assistance necessary to transfer the Property into the name of Prestwick (or its wholly-owned subsidiary in accordance with **section 3.2(c)**) and will deliver, or will cause its agents to deliver, to Prestwick all information in the possession or control of the Champion Parties with respect to the Property which have not been previously been delivered to Prestwick.
- (c) The Champion Parties acknowledge and agree that, upon the exercise of the Option, Prestwick will hold the title of the Property in Prestwick USA, a wholly-owned subsidiary. Under such circumstances, the Champion Parties will transfer the Property into such subsidiary as instructed by Prestwick.

3.3 Surrender of Property Interest

Prestwick may at any time elect to abandon its interest in the Property or in any one or more mineral claims comprising the Property and in this Agreement by giving notice to Champion of any such intention, provided that:

- (a) all obligations of Prestwick under this Agreement which are required to be satisfied on or before the date of the notice of abandonment have been satisfied; and
- (b) the requisite maintenance fees for the Property have been paid in order to keep the Property or any part thereof so abandoned in good standing for four (4) months after the date of such abandonment. For clarity, maintenance fee payments are due on or before September 1 of each calendar year. Any notice shall be received prior to May 1st of each calendar year if the maintenance fees for the following year have not yet been paid.

3.4 Transfer of Property Interest

Prestwick (the “**Transferring Party**”) may at any time sell, transfer or otherwise dispose of all or any portion of its interest in and to the Property and this Agreement, provided that:

- (a) the obligations of Prestwick hereunder shall continue unless released in writing by Champion; and
- (b) any purchaser, assignee or transferee of any such interest shall have first delivered to Champion its agreement binding itself to this Agreement and containing:
 - (i) a covenant by such transferee to perform all the obligations of the Transferring Party to be performed under this Agreement in respect of the interest to be acquired by it from the Transferring Party; and
 - (ii) a provision subjecting any further sale, transfer or other disposition of such interest in the Property and this Agreement or any portion thereof to the restrictions contained in this **section 3.4**.

ARTICLE 4 ADDITIONAL AGREEMENTS

4.1 Royalty

The Parties agree that the Property is subject to the Royalty and that Prestwick and Champion will enter into the NSR Agreement on the Transaction Completion and record the same in Idaho County, Idaho.

4.2 Escrow and Deposit of Common Shares

- (a) The Parties agree that any securities issued to Champion Parties pursuant to **section 2.1** are subject to escrow in accordance with the terms of the Escrow Agreement and that Prestwick and Champion will enter into the Escrow Agreement on the Transaction Completion.

- (b) Champion Parties agree to use their best efforts to deposit any Common Shares issued to it pursuant to **section 2.1** and released from escrow in accordance with the terms of the Escrow Agreement in a trading account with Canaccord.

4.3 Notice of Intent to Sell Common Shares

Should Champion Parties decide to sell any Common Shares issued to Champion Parties pursuant to **section 2.1** (including on the exercise of warrants), Champion Parties will give Prestwick written notice of their intention to sell and give Prestwick 15 days to try to find a buyer for or place those Common Shares.

4.4 Securities of Prestwick

- (a) The Parties acknowledge that the issuance of the Common Shares by Prestwick to Champion Parties as contemplated herein will be made pursuant to an exemption from the prospectus requirements of applicable securities laws pursuant to Section 2.13 of National Instrument 45-106 or, if applicable, the safe harbor provided by Regulation D 506(b) and Section 4(a)(2) of the *United States Securities Act of 1933*, as amended (the “**U.S. Securities Act**”).
- (b) Champion Parties acknowledge, agree and covenant with Prestwick that:
 - (i) Champion Parties will comply with all requirements of applicable securities laws in connection with the issuance to it of the Common Shares and the resale of any of the Common Shares;
 - (ii) Champion Parties are accredited investors as defined in Rule 501(a) of Regulation D promulgated under the U.S. Securities Act;
 - (iii) the Common Shares have not been registered under the U.S. Securities Act or the securities laws of any State of the United States and that Prestwick does not intend to register the Common Shares under the U.S. Securities Act, or the securities laws of any State of the United States and has no obligation to do so. Champion and Champion Canada are not a “U.S. person” (as that term is defined in Regulation S under the U.S. Securities Act) and is not purchasing the Common Shares for the account or benefit of any U.S. persons; provided, however, that Champion may sell or otherwise dispose the Common Shares pursuant to registration thereof under the U.S. Securities Act and any applicable State securities laws or pursuant to any available exemption from such registration requirements;
 - (iv) Champion USA and Champion LLC understands that the Common Shares would constitute “restricted securities” under applicable U.S. federal, state or other securities laws and that, pursuant to these laws, Champion USA and Champion LLC must hold the Common Shares indefinitely unless they are registered with the U.S. Securities and Exchange Commission and qualified by applicable state authorities, or an exemption from such registration and qualification requirements is available.
- (c) Upon the issuance of each tranche of the Common Shares to any of the Champion Parties, and until such time as is no longer required under applicable securities laws, the certificates representing the Common Shares will bear the following legend required under National Instrument 45-102 in substantially the following form:

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF
THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [INSERT THE
DATE THAT IS 4 MONTHS AND A DAY AFTER THE DISTRIBUTION DATE].

- (d) If any of the Common Shares issued to Champion as contemplated herein are required to be escrowed pursuant to the policies of the TSXV, and all rights of protest or appeal have been exhausted by the Parties, Champion agrees to sign any such escrow agreement and abide by any such restrictions as may be so imposed by the TSXV.

4.5 Adjustments

Any Common Shares issuable to the Champion Parties as contemplated in this Agreement will be subject to the following adjustments:

- (a) in the event of a subdivision, consolidation or reclassification of outstanding Common Shares or other capital adjustment, the number of Common Shares issuable under this Agreement shall be increased or reduced proportionately and such other adjustments shall be made as may be deemed necessary or equitable by the Board of Directors of Prestwick, acting reasonably, provided that any such action shall not adversely impact Champion's interests under this Agreement, acting reasonably and such adjustment shall be binding and final;
- (b) if Prestwick amalgamates, consolidates or combines with or merges with or into another body corporate, whether by way of amalgamation, statutory arrangement or otherwise (the right to do so being hereby expressly reserved), any Common Shares receivable by Champion under this Agreement shall be converted into the securities, property or cash which Champion would have received upon such amalgamation, consolidation, combination or merger if Champion had received Common Shares immediately prior to the effective date of such amalgamation, consolidation, combination or merger; and
- (c) in the event of any other change affecting the Common Shares, such adjustment, if any, shall be made as may be deemed necessary or equitable by the Board of Directors of Prestwick, acting reasonably, provided that any such action shall not adversely impact Champion's interests under this Agreement, acting reasonably to properly reflect such event and such adjustment will be binding and final.

ARTICLE 5 EXCHANGE APPROVAL AND TRANSACTION COMPLETION

5.1 TSXV Approval

- (a) Prestwick agrees to use commercially reasonable efforts to obtain on or before September 30, 2024 the approval of the TSXV to proceed with the Transaction Completion.
- (b) Prestwick shall keep Champion fully informed with respect to, and provide copies of, any communications between the TSXV and Prestwick in connection with obtaining approval from the TSXV for the transactions contemplated by this Agreement, and the Champion Parties agree to provide all information and documentation in its possession or reasonably required by the TSXV from the Champion Parties, in relation to Prestwick seeking TSXV approval as set forth in **section 5.1(a)** above.

5.2 Filing Statement

Prestwick will, subject to the prior review and approval of Champion (such approval not to be unreasonably withheld, conditioned or delayed), prepare the Filing Statement (including supplements or amendments thereto). Champion will furnish to Prestwick all information regarding the Property as may reasonably be required to be included in the Filing Statement pursuant to applicable law and the policies of the TSXV. Each of the Parties will:

- (a) ensure that all information provided by it or on its behalf that is contained in the Filing Statement does not contain any misrepresentation or any untrue statement of a material fact or omit to state a material fact required to be stated in the Filing Statement and necessary to make any statement that it contains not misleading in light of the circumstances in which it is made; and
- (b) promptly notify the other Party if, at any time before the date of the Transaction Completion, it becomes aware that the Filing Statement contains a misrepresentation, an untrue statement of material fact, omits to state a material fact required to be stated in those documents that is necessary

to make any statement it contains not misleading in light of the circumstances in which it is made or that otherwise requires an amendment or a supplement to those documents.

5.3 Technical Report

In connection with the Transaction, the Technical Report will be prepared in accordance with National Instrument 43-101. Champion agrees to provide all reasonable assistance to Prestwick in the completion of the Technical Report, including providing all material information and documents related to same.

5.4 Necessary Consents

Champion shall use its best efforts to obtain from all appropriate federal, state, municipal or other governmental or administrative bodies such approvals or consents as are required (if any) to complete the transactions contemplated in this Agreement.

5.5 Mutual Conditions Precedent

The obligation of the Parties to consummate the Transaction Completion shall be subject to the prior completion of the following mutual conditions:

- (a) the TSXV will have given its acceptance of the Transaction;
- (b) there will not be in force any order or decree restraining or enjoining the grant of the Option; and
- (c) all consents, orders and approvals required, necessary or desirable for the completion of the transactions provided for in this Agreement shall have been obtained or received from the persons, authorities or bodies having jurisdiction in the circumstances, all on terms satisfactory to each of the Parties hereto, acting reasonably.

5.6 Champion Parties' Conditions Precedent

The obligation of the Champion Parties to consummate the Transaction on the date of the Transaction Completion shall be subject to the prior completion of the following conditions:

- (a) the representations and warranties of Prestwick contained in this Agreement will have been true and correct as of the date of this Agreement and shall be true and correct as of the Transaction Completion with the same force and effect as if such representations and warranties had been made on and as of such Transaction Completion, save and except in any case which would not have a material adverse effect;
- (b) Prestwick will have performed, fulfilled or complied with, in all material respects, all of its obligations, covenants and agreements contained in this Agreement to be fulfilled or complied with by Prestwick at or prior to the Transaction Completion;
- (c) Prestwick shall have executed and delivered to Champion a duly adopted and certified copy of a written consent or resolutions of its Board of Directors authorizing the execution and delivery by Prestwick of this Agreement and all other documents and transactions contemplated by this Agreement;
- (d) Prestwick shall have executed and delivered to Champion on or prior to the Transaction Completion a Notice of issuance of Common Stock and all such other documentation as may be necessary to consummate the issuance, each in the form acceptable to Champion;
- (e) there has been no material adverse change in the condition or liabilities of Prestwick or attaching to the Common Shares for any reason, excluding any such change as a result of this Agreement or the actions or inactions of the Champion Parties; and

- (f) Champion Parties may waive, as a condition precedent to the Transaction Completion, compliance with the conditions set forth in this **section 5.6**. However, waiver of compliance for purposes of Transaction Completion shall not waive or diminish any right of Champion to recover damages or enforce other available rights by reason of noncompliance by Prestwick with any representation, warranty, or covenant of Prestwick set forth in this Agreement.

5.7 Prestwick's Conditions Precedent

The obligation of Prestwick to consummate the Transaction on the date of the Transaction Completion shall be subject to the prior completion of the following conditions:

- (a) the representations and warranties of the Champion Parties contained in this Agreement will have been true and correct as of the date of this Agreement and shall be true and correct as of the Transaction Completion with the same force and effect as if such representations and warranties had been made on and as of such Transaction Completion, save and except in any case which would not have a material adverse effect;
- (b) the Champion Parties will have performed, fulfilled or complied with, in all material respects, all of their obligations, covenants and agreements contained in this Agreement to be fulfilled or complied with by the Champion Parties at or prior to the Transaction Completion;
- (c) Champion Parties shall have executed and delivered to Prestwick a duly adopted and certified copy of a written consent or resolutions of their Board of Directors authorizing the execution and delivery by Champion Parties of this Agreement and all other documents and transactions contemplated by this Agreement;
- (d) there has been no material adverse change in the condition, or liabilities of, or attaching to, the Property for any reason, excluding any such change as a result of this Agreement or the actions or inactions of Prestwick;
- (e) Champion Parties receiving consideration shall have delivered to Prestwick a certificate executed by Champion under penalty of perjury that (i) complies with Internal Revenue Code Section 1445(b)(2), or the corresponding provision of any future law, (ii) provides Champion's United States taxpayer identification number, and (iii) states that the Champion Parties receiving consideration are not foreign persons; and
- (f) Prestwick may waive, as a condition precedent to Transaction Completion, compliance with the conditions set forth in this **section 5.7**. However, waiver of compliance for purposes of Transaction Completion shall not waive or diminish any right of Prestwick to recover damages or enforce other available rights by reason of noncompliance by the Champion Parties with any representation, warranty, or covenant of the Champion Parties set forth in this Agreement.

5.8 Transaction Completion

- (a) The Transaction Completion will take place at the offices of the counsel for Prestwick or at such other location as agreed to by the Parties. Notwithstanding the location of the Closing, each Party agrees that the Transaction Completion may be completed electronically and by the exchange of undertakings between the respective legal counsel for the Parties, provided such undertakings are satisfactory to each Party's respective legal counsel.
- (b) At the Transaction Completion, the Champion Parties will deliver or cause to be delivered the following, duly executed and in the form and substance reasonably satisfactory to Prestwick:
 - (i) all information in the possession or control of the Champion Parties with respect to the Property, which has not been previously delivered to Prestwick;
 - (ii) the NSR Agreement duly executed by Champion;

- (iii) the Escrow Agreement duly executed by Champion;
 - (iv) a certificate of the Champion Parties attesting that:
 - (A) the representations and warranties of the Champion Parties are true and correct at the date of the Transaction Completion as if made at that time;
 - (B) all agreements, covenants and conditions required by this Agreement to be complied with or performed by the Champion Parties on or before the Transaction Completion have been complied with or performed; and
 - (C) all conditions precedent to the obligations of the Champion Parties contained in this Agreement have been satisfied or waived; and
 - (v) such other documents as may be required by Prestwick, acting reasonably.
- (c) At the Transaction Completion, Prestwick will deliver or cause to be delivered the following, duly executed and in the form and substance reasonably satisfactory to Champion:
- (i) reasonable evidence that the TSXV has given its approval to the Transaction and to consummate the Transaction Completion;
 - (ii) the cash payment referenced in **section 2.1(c)(i)(A)**;
 - (iii) the securities of Prestwick referenced in sections **2.1(c)(i)(B) and (C)** registered to Champion (or to another Champion Party as instructed by Champion) and, as applicable, for delivery to the escrow agent in accordance with the terms of the Escrow Agreement;
 - (iv) the NSR Agreement duly executed by Prestwick;
 - (v) the Escrow Agreement duly executed by Prestwick and the escrow agent;
 - (vi) a certificate of Prestwick attesting that:
 - (A) the representations and warranties of Prestwick are true and correct at the date of the Transaction Completion as if made at that time;
 - (B) all agreements, covenants and conditions required by this Agreement to be complied with or performed by Prestwick on or before the Transaction Completion have been complied with or performed; and
 - (C) all conditions precedent to the obligations of Prestwick contained in this Agreement have been satisfied or waived; and
 - (vii) such other documents as may be required by Champion, acting reasonably.

ARTICLE 6 FRAMEWORK FOR OPERATIONS AND RIGHT OF ENTRY

6.1 Right of Entry

- (a) Throughout the Option Period, the directors and officers of Prestwick and its servants, agents and independent contractors, shall have the sole and exclusive right (subject to the rights of the Champion Parties and the paramount rights of the United States under laws and regulations applicable to mining claims generally) in respect of the Property to:
 - (i) enter thereon;

- (ii) have exclusive and quiet possession thereof;
 - (iii) to the extent that Prestwick in its sole discretion may consider advisable, explore, examine, prospect, drill, sample, investigate, map, survey, on the Property or any part or parts thereof;
 - (iv) bring upon and erect upon the Property such buildings, plant, machinery and equipment Prestwick may deem advisable; and
 - (v) remove therefrom and dispose of reasonable quantities of ores, minerals and metals for the purposes of obtaining assays or making other tests.
- (b) In doing such exploration, Prestwick may treat the Property as a group in conjunction with adjoining claims which Prestwick or Prestwick USA may own and may explore the Property. Prestwick shall have custody, possession and control of all drill cores during the Option Period and upon the termination of this Agreement shall deliver up to Champion all such drill cores, together with all assays, geological information, models, maps and reports made prepared or taken in connection with the work conducted, or to be conducted, on the Property pursuant to the terms of this Agreement.

6.2 Investigations and Availability of Records

From the Effective Date and during the Option Period, Prestwick and/or its directors, officers, auditors, counsel and other authorized representatives shall be permitted to make such commercially reasonable investigations of the Property as Prestwick reasonably deems necessary or desirable, provided always that such investigations shall not unduly interfere with the operations of the Champion Parties. Such investigations will not, however, affect or mitigate in any way the representations and warranties contained in this Agreement, which representations and warranties shall continue in full force and effect for the benefit of Prestwick.

6.3 Covenants of Prestwick Related to Operations

- (a) Prestwick hereby covenants and agrees with the Champion Parties that during the Option Period, Prestwick shall:
- (i) maintain the Property in good standing by the doing and the filing of maintenance fees or other governmental charges which shall fall due during the Option Period, and the performance of all other actions which may be necessary in that regard and in order to keep the Property free and clear of all liens and other charges arising from Prestwick's activities thereon except those at the time contested in good faith by Prestwick;
 - (ii) carry out its operations on the Property in a careful and miner-like manner and in accordance with applicable laws and regulations of Idaho and the United States;
 - (iii) maintain and keep true and correct records of all production from the Property and disposition thereof and of all costs and expenditures incurred as well as all other data necessary or proper for the settlement of accounts between the Parties hereto in connection with their rights and obligations under this Agreement and such records shall be open at all reasonable times upon reasonable notice for inspection by Champion Parties or a duly authorized representative of Champion Parties; and
 - (iv) allow Champion Parties, or its agents or representatives duly authorized in writing, at his own expense, to inspect the Property at all reasonable times and intervals, and data obtained by Prestwick as a result of operations thereon, upon Champion Parties giving Prestwick 48 hours prior written notice, provided always that Champion Parties or any such agents or representatives shall not interfere with Prestwick's activities on the Property, Champion Parties or any such agents or representatives shall abide by the rules and regulations laid down by Prestwick relating to matters of safety and efficiency in its operations and, notwithstanding, Prestwick shall be under no liability to Champion Parties or its agents or representatives, and

Champion shall indemnify Prestwick, for any personal injury, including death, or any loss or damage to property arising from their inspection of the Property, however caused.

- (b) Prestwick hereby covenants and agrees with Champion Parties that upon the termination of this Agreement it will leave the Property in a safe condition in accordance with applicable statutes and regulations and will deliver to Champion Parties, forthwith, copies of all reports, maps, assay results and other technical data compiled by or prepared at the direction of Prestwick with respect to the Property that have not previously been delivered to Champion Parties.

6.4 Restrictive Covenants

During the Option Period, the Champion Parties will not, without the prior written consent of Prestwick, allow the Property to become subject to any Encumbrance of any nature or kind whatsoever or enter into any agreement (whether written or verbal) that may result in the creation of any such Encumbrance or otherwise restrict in any manner whatsoever the exercise of the Option by Prestwick or the rights of Prestwick to the Property as contemplated by this Agreement.

6.5 Area of Interest

There shall be no area of interest between the Parties pursuant to this Agreement.

ARTICLE 7 TERMINATION AND CONSEQUENCES

7.1 Termination

Until such time as Prestwick has exercised the Option in accordance with **section 3.1**, this Agreement shall be an option only and:

- (a) Prestwick may terminate the Agreement upon the expiration of thirty (30) days prior notice in writing to Champion for any reason whatsoever;
- (b) this Agreement shall terminate immediately if the TSXV has not issued its approval to proceed with the Transaction Completion on or before September 30, 2024; and
- (c) Champion may terminate the Agreement upon the expiration of forty-five (45) days prior written notice to Prestwick of a breach of any condition or covenant contained herein on the part of Prestwick to be observed or performed if such breach has not theretofore been remedied.

7.2 Default

Notwithstanding anything in this Agreement to the contrary, if Prestwick or Champion Parties (each referred to as a “**defaulting party**”) should be in default of any requirement herein set forth, the non-defaulting party may give written notice to the defaulting party specifying the default and the defaulting party shall not lose any right granted under this Agreement unless within forty-five (45) days after the giving of notice of default by the other party, the defaulting party has failed to cure any such default, in which event this Agreement may be terminated by the non-defaulting party subject however to the obligation to deliver materials relating to the Property to Champion Parties as set out in **section 6.3(b)**.

7.3 Consequences of Termination

If this Agreement is terminated in accordance with its terms, then each Party will be released from further performance of its obligations under this Agreement, other than those obligations which by their terms are intended to survive such termination. Termination will not release or discharge either Party from any Claims or obligations that arose or accrued prior to the date of termination and remain unsatisfied.

ARTICLE 8

REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 Mutual Representations and Warranties

- (a) Prestwick represents and warrants to Champion and the Champion Parties each represent and warrant (as applicable), on a joint and several basis, to Prestwick, that:
 - (i) it is duly formed in its place of organization;
 - (ii) it has full legal capacity and power:
 - (A) to own its property and assets and to carry on its business; and
 - (B) to enter into this Agreement and to perform its obligations under this Agreement;
 - (iii) it has taken all corporate action that is necessary to authorize its entry into this Agreement and to perform its obligations under this Agreement;
 - (iv) this Agreement constitutes a legal, valid and binding obligation of it enforceable in accordance with its terms by appropriate legal remedy subject to laws generally affecting creditors' rights and to principles of equity;
 - (v) the execution, delivery and performance by it of this Agreement does not or will not (with or without the lapse of time, the giving of notice or both), contravene, conflict with or result in a breach of or default under, result in a right of termination or acceleration under, or cause any payment or other obligation to be imposed on it, under:
 - (A) its constitution or other constating documents; or
 - (B) any material term or provision of any security arrangement, undertaking, agreement or deed;
 - (vi) no litigation, arbitration, mediation, conciliation or administrative proceedings are taking place, pending or, to the best of its knowledge, threatened against it which if adversely decided could, in the reasonable opinion of the Party's management, have a material adverse effect on the Party's business, assets or financial condition such as to materially impair its ability to perform its obligations under this Agreement;
 - (vii) no liquidator, trustee in bankruptcy, receiver or receiver and manager or other external administrator is currently appointed in relation to it or any of its property;
 - (viii) to the best of its knowledge after making due enquiry, there are no facts, matters or circumstances which give any person the right to appoint or to apply to appoint (as the case may be) a liquidator, trustee in bankruptcy, receiver or receiver and manager or other external administrator to it or any of its property;
 - (ix) it is unaware of any material facts or circumstances that have not been disclosed in this Agreement, which should be disclosed to the other Parties in order to prevent the representations and warranties in this **section 8.1** from being misleading;
 - (x) to the best of its knowledge, no person has taken any step, legal proceeding or other procedure with a view to the appointment of an administrator, whether out of court or otherwise, in relation to it, and no receiver (including any administrative receiver) has been appointed in respect of the whole or any part of any of its property, assets and/or undertaking nor has any such order been made (including, in any relevant jurisdiction, any other order by which, during the period it is in force, the affairs, business and assets of the company

concerned are managed by a person appointed for that purpose by any Governmental Authority);

- (xi) it has not made any voluntary arrangement with any of its creditors or is insolvent or unable to pay its debts as they fall due;
- (xii) subject to obtaining Regulatory Approval, no Permit or other authorization, approval, order, license, or consent of any Third Party, and no registration, declaration or filing by it or its Affiliates or with any such Governmental Authority is required in order for it:
 - (A) to consummate the transactions contemplated by this Agreement;
 - (B) to execute and deliver all of the documents and instruments to be delivered by it under this Agreement;
 - (C) to duly perform and observe the terms and provisions of this Agreement; and
 - (D) to render this Agreement legal, valid, binding and enforceable;
- (xiii) none of the execution and delivery and performance of this Agreement or compliance with any of the provisions hereof will:
 - (A) subject to obtaining Regulatory Approval:
 - (I) result (with or without notice or the passage of time) in a violation or breach of, or constitute a default under, any provisions of any Applicable Law applicable to it or its assets; or
 - (II) cause the suspension or revocation of any Permit currently in effect in respect of it or its assets;
 - (B) subject to obtaining Regulatory Approval, give rise to any rights of first refusal or trigger any change in control provisions or any restrictions or limitation under any instrument, contract or any Permit held by it or any assets held by it;
 - (C) subject to obtaining Regulatory Approval, contravene, conflict with or result in a breach of or default under, result in a right of termination or acceleration under, or cause any payment or other obligation to be imposed on it, under any writ, order or injunction, judgment, law, rule or regulation to which it is a party or is subject or by which it or any of its property is bound; or
 - (D) result in the imposition of any Encumbrance on it or its assets, except as contemplated in this Agreement.

- (b) The representations and warranties given in **section 8.1(a)** will be treated as made and be binding upon each Party continuously during the period commencing on and from the Effective Date and during the Warranty Period and without limiting the foregoing, will be treated as re-made and be binding upon each Party as at the time immediately before each of the Transaction Completion, the Payment #1 Date and the Payment #2 Date.

8.2 Representations and Warranties by the Champion Parties

- (a) The Champion Parties represent and warrant, on a joint and several basis, to Prestwick that, except as set out in **Schedule 5**:
 - (i) Champion LLC and Champion USA are the beneficial and registered or recorded owner of a 100% undivided interest and title in the Property free and clear of any Encumbrances, except

for Permitted Encumbrances, and subject to the paramount title of the United States, all laws and regulations applicable to mining claims generally and easements and rights of way of record or that would be disclosed by an inspection of the Property;

- (ii) Champion is the sole shareholder of and holds 100% of the outstanding securities of Champion Canada;
- (iii) Champion Canada is the sole shareholder of and holds 100% of the outstanding securities of Champion USA;
- (iv) Champion USA is the sole shareholder of and holds 100% of the outstanding securities of Champion LLC;
- (v) other than Permitted Encumbrances, there are no Encumbrances (including in respect of Taxes) upon the Property and no enforcement or other proceedings related to Taxes are pending or threatened that could create an Encumbrance on the Property;
- (vi) all of the Mineral Rights comprising part of the Property have been validly and properly located and registered or recorded in accordance with the laws of the jurisdiction in which the Property is located, and there are no disputes, now existing or threatened as to title to or the recording of those Mineral Rights;
- (vii) the Property is properly and accurately described in **Schedule 2**;
- (viii) the Mineral Rights comprising the Property are in good standing;
- (ix) the Champion Parties have and will have all rights or powers necessary under Applicable Law to access the Property;
- (x) all work or expenditure obligations applicable to the Property, all reports of the work or expenditure and other requirements to be satisfied or filed in order to keep the Property in good standing, have been satisfied or filed in accordance with Applicable Law;
- (xi) all books and records concerning the work and expenditures on the Property maintained by the Champion Parties and provided to Prestwick, are complete and accurate in all material respects;
- (xii) all rentals, Taxes, assessments, renewal fees, maintenance fees and other governmental charges applicable to, or imposed on, the Property which were or are due to be paid on or before the Effective Date have been paid in full;
- (xiii) the Champion Parties and their Personnel have conducted all activities on or in respect of the Property in material compliance with all Applicable Law;
- (xiv) there are no actual or alleged adverse claims, challenges, suits, actions, prosecutions, investigations or proceedings against or to, the ownership or use of, or title or access to, the Property or of any challenge to the Champion Parties' right, title or interest, use of, or access to, the Property nor is there any basis for any of the foregoing;
- (xv) the Property does not lie within any protected area, rescued 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;
- (xvi) there is no illegal occupation of the Property or any part thereof by any person;

- (xvii) other than Permitted Encumbrances, no other Person has any interest in the Property or any right to acquire any such interest;
- (xviii) the Champion Parties have not received notice, and is not aware of any facts, events or circumstances that would reasonably be expected to result in a breach of Applicable Laws related to the Property;
- (xix) the Champion Parties have not received notice of any material defect in its title or claim to the Property or any notice from any Third Party claiming such an interest, and, for the period of time that the Champion Parties have owned the Property, as applicable, all material relevant obligations of the Champion Parties in relation to the Property have been performed and observed;
- (xx) there are no back-in rights, earn-in rights, rights of first refusal, rights of first offer, option rights, royalty rights, net smelter return royalties, rights of participation or similar provisions applicable to the Property;
- (xxi) the Champion Parties have not received any written notice from any Governmental Authority or any person with jurisdiction or applicable authority of any revocation or intention to revoke the Champion Parties' interests in the Property;
- (xxii) in respect of Environmental Laws and related Permits:
 - (A) the Property and all undertakings thereon are in compliance in all material respects with all Environmental Laws and related Permits; and
 - (B) no written order, request or notice from any person has been received alleging a material violation of any Environmental Laws in respect of the Property;
- (xxiii) each of the Champion Parties are not a party to any litigation or administrative proceeding, nor is any litigation or administrative proceeding threatened against them or the Property, which in either case asserts or alleges that they violated any Environmental Laws in respect of the Property;
- (xxiv) each of the Champion Parties are not subject to any judgement, decree, order or citation related to or arising out of applicable Environmental Laws in relation to the Property that would subject it to, and, there are no conditions existing currently in relation to the Property which would reasonably be expected to subject it to, material damages, penalties, injunctive relief, cleanup costs, repairs, construction or capital expenditures under any Environmental Laws or which require or are likely to require cleanup, removal, remedial action or other material response by it pursuant to applicable Environmental Laws;
- (xxv) the Champion Parties have not been named or listed as a potentially responsible party by any Governmental Authority in a matter arising under any Environmental Laws in relation to the Property;
- (xxvi) there has been no material spill, discharge, leak, emission, ejection, escape, dumping, or any release or threatened release of any kind, of any toxic or hazardous substance or waste (as defined by any Applicable Law) from, on, in or under the Property or into the environment, except releases expressly permitted or otherwise authorized by Applicable Law;
- (xxvii) except as is expressly permitted by Applicable Law, no toxic or hazardous substance or waste has been treated, disposed of or is located or stored on the Property as a result of activities of the Champion Parties;
- (xxviii) there is no pending or ongoing claims or actions taken by or on behalf of any indigenous persons or groups or local communities with respect to any lands included in the Property;

- (xxix) no archaeological remains have been discovered and no damages to any archaeological remains have been caused as a direct or indirect result of activities undertaken by the Champion Parties on the Property;
- (xxx) the Champion Parties have not received (or is otherwise aware of) any demand or notice with respect to the material breach of any applicable cultural heritage laws or any order or directive relating to cultural and/or archaeological matters which requires any work, repairs, construction, or capital expenditures at the Property;
- (xxvii) there are no claims, investigations or inquiries initiated or threatened (or naming the Champion Parties as a potentially responsible party) based on non-compliance with any applicable cultural heritage laws at the Property;
- (xxviii) there are no archaeological surveys, assessments, removals, monitoring or audits that have been performed by the Champion Parties or by others with respect to the Property, other than those that have been furnished to Prestwick;
- (xxix) no written notice or proceeding in respect of the taking, condemnation or expropriation by any Governmental Authority of the Property or any part thereof has been given or commenced, nor is any such proceeding or notice threatened;
- (xxx) there is no arbitral award, judgment, injunction, order or decree binding upon the Champion Parties that has or could reasonably be expected to have the effect of prohibiting, restricting, or impairing in any material respect any acquisition or disposition of the Property or the actions, transfer and/or assignments referenced in **Articles 2 and 3**; and
- (xxxi) each of the Champion Parties, their Affiliates and their Personnel, have not made or offered with respect to the matters which are the subject of this Agreement:
 - (A) any compensation, commission, agency fee, introduction fee, payment, gift, promise or advantage to a Third Party where such payment or advantage would violate Anti-Bribery Laws;
 - (B) except as may be required by the terms of the Minerals Rights comprising the Property or Applicable Law, any compensation, commission, agency fee, introduction fee, payment, gift, promise or advantage to a Third Party which is based or calculated on any capital employed, cost incurred, cash flow, revenue, or profit earned or generated or estimated to be earned or generated in respect of the Property; or
 - (C) any compensation, commission, agency fee, introduction fee, payment, gift, promise or advantage, whether directly or through intermediaries, to or for the use of any person, while knowing or being aware of a high probability that any such money or thing of value will be offered, paid, given or promised, directly or indirectly, to a Governmental Authority or Close Family Member of such, for the purposes of influencing any act or decision of such Governmental Authority in their official capacity, or inducing such Governmental Authority to use their influence in obtaining or retaining business for or with, or directing business to, the Champion Parties or any of its Affiliates.
- (b) The representations and warranties given by each of the Champion Parties in **section 8.2(a)** will be treated as made and be binding upon each of the Champion Parties continuously during the period commencing on and from the Effective Date and during the Warranty Period and without limiting the foregoing, will be treated as re-made and be binding upon each of the Champion Parties as at the time immediately before each of the Transaction Completion, the Payment #1 Date and the Payment #2 Date.

8.3 Prestwick Representations and Warranties

- (a) Prestwick represents and warrants to Champion that:
- (i) Prestwick is a “reporting issuer” or equivalent thereof and not on the list of reporting issuers in default under Securities Laws in British Columbia, Alberta and Ontario and is not in default of any material requirements of any Securities Laws or the policies of the TSXV;
 - (ii) the Common Shares are listed on the TSXV;
 - (iii) Prestwick is not subject to any cease trade order of the British Columbia Securities Commission, the Alberta Securities Commission or the Ontario Securities Commission, and, to the knowledge of Prestwick, no investigation or other proceedings involving Prestwick that may operate to prevent or restrict trading of any securities of Prestwick are currently in progress or pending before the British Columbia Securities Commission, the Alberta Securities Commission or the Ontario Securities Commission;
 - (iv) the Prestwick Public Documents were filed in all material respects with the requirements of applicable Securities Laws and, where applicable, the policies of the TSXV and did not, as of the date filed (or, if amended or superseded by a subsequent filing prior to the date of this Agreement, on the date of such filing), contain any misrepresentation. Prestwick has not filed any confidential material change report with the British Columbia Securities Commission, the Alberta Securities Commission or the Ontario Securities Commission which remains confidential; and
 - (v) the Prestwick Financial Statements: (i) were prepared in accordance with IFRS and (ii) fairly present, in all material respects, the assets, liabilities (whether accrued, absolute, contingent or otherwise), consolidated statements of financial position, consolidated statements of loss and comprehensive loss and consolidated statements of cash flows of Prestwick as of the dates set out in such statements and the consolidated statements financial position, consolidated statements of loss and comprehensive loss and consolidated statements of cash flows of Prestwick as at the dates and for the respective periods covered by such financial statements (except as may be expressly indicated in the notes to such financial statements). There has been no material change in Prestwick’s accounting policies since March 31, 2024.
- (b) The representations and warranties given by Prestwick in **section 8.3(a)** will be treated as made and be binding upon Prestwick continuously during the period commencing on and from the Effective Date and during the Warranty Period and without limiting the foregoing, will be treated as re-made and be binding upon Prestwick as at the time immediately before each of the Transaction Completion, the Payment #1 Date and the Payment #2 Date.

8.4 Additional Prestwick Covenants

- (a) Prestwick covenants with Champion until the date that is two (2) years following the date that all Common Shares issuable to Champion under this Agreement have been issued in accordance with the terms herein, as follows:
- (i) it will reserve and keep available a sufficient number of Common Shares for the purpose of enabling it to satisfy its obligations to issue Common Shares hereunder, including any Common Shares issuable upon exercise of the Warrants;
 - (ii) all Common Shares which shall be issued hereunder shall be fully paid and non-assessable, free and clear of all Encumbrances;
 - (iii) it will take appropriate efforts to ensure that all Common Shares outstanding or issuable from time to time (including without limitation the Common Shares issuable hereunder) continue to be or are listed and posted for trading on the TSXV (or such other recognized Canadian stock exchange); and

- (iv) it will use reasonable commercial efforts, to make all requisite filings under applicable Canadian securities legislation including those necessary to remain a reporting issuer not in default in each of the provinces and other Canadian jurisdictions where it is or becomes a reporting issuer,

provided that no covenant in this **section 8.4** or this Agreement shall be construed as limiting or restricting Prestwick from completing a consolidation, amalgamation, arrangement, takeover bid, merger, reclassification, reorganization, sale or conveyance that would result in the Common Shares ceasing to be listed and posted for trading on the TSXV so long as the holders of the Common Shares receive securities of an entity which is listed on a stock exchange in Canada and/or the United States, or cash, or the holders of the Common Shares have approved the transaction in accordance with the requirements of applicable corporate and Securities Laws and the policies of the TSXV.

8.5 Additional Covenants of Champion Parties

- (a) The Champion Parties agree not take any action or fail to take any action that would reasonably be expected to frustrate or impair the performance by it of this Agreement or the benefits expected to accrue to Prestwick under this Agreement.
- (b) The Champion Parties agree that during the Option Period, they will provide to Prestwick immediate notice of any significant or material negative change in the financial condition of a Champion Party where there is a reasonable likelihood that such Champion Party may become financially insecure and/or file for bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or any similar proceeding.

8.6 Indemnity by Champion Parties

- (a) The Champion Parties shall jointly and severally, indemnify and defend and shall keep indemnified Prestwick from and against any Claim that Prestwick suffers, sustains or incurs arising out of or in connection with:
 - (i) any breach of any representation or warranty given or made by the Champion Parties under this Agreement;
 - (ii) the breach of, or failure by, the Champion Parties or their Personnel to perform any covenant or obligation of the Champion Parties under this Agreement; or
 - (iii) any Environmental Claim suffered or incurred by Prestwick arising directly or indirectly from any operations or activities conducted in or on the Property, whether by the Champion Parties or others, prior to the Effective Date.
- (b) It is not necessary for Prestwick to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.
- (c) The obligations of the Champion Parties to indemnify Prestwick from and against any Claim that Prestwick suffers, sustains or incurs arising out of or in connection with a breach of any of the representations and warranties given or made by the Champion Parties under this Agreement will survive for the Warranty Period, after which time the Champion Parties will not have any further liability under this Agreement with respect to such representations or warranties, except in respect of any claim with respect to any breach of any such representation and warranty made or brought in writing by Prestwick against a Champion Party in accordance with this Agreement prior to the expiration of the Warranty Period or in respect of a Claim against a Champion Party based on fraud or Willful Misconduct.

8.7 Prestwick Indemnity

- (a) Prestwick shall indemnify and defend and shall keep indemnified the Champion Parties from and against any Claim that the Champion Parties suffer, sustain or incur arising out of or in connection with:
 - (i) any breach of any representation or warranty given or made by Prestwick under this Agreement;
 - (ii) the breach of, or failure by Prestwick or its Personnel to perform any covenant or obligation of Prestwick under this Agreement;
 - (iii) any Environmental Claim suffered or incurred by the Champion Parties arising directly or indirectly from any operations or activities conducted in or on the Property by Prestwick, Prestwick USA, or their Personnel, after the Effective Date, unless caused by the fault of a Champion Party;
 - (iv) any Claim arising out of Prestwick's, Prestwick USA's, or their Personnel's activities on the Property after the Effective Date; or
 - (v) any Claim of injury to any persons employed by Prestwick, Prestwick USA or their Personnel in or upon the Property or any part thereof or which may arise by reason of injury to any persons or damage to any property as the result of any work or operations of Prestwick, Prestwick USA, their Personnel or of their possession and occupancy of the Property.
- (b) It is not necessary for the Champion Parties to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.
- (c) The obligations of Prestwick to indemnify the Champion Parties from and against any Claim that the Champion Parties suffer, sustain or incur arising out of or in connection with a breach of any of the representations and warranties given or made by Prestwick under this Agreement will survive for the Warranty Period, after which time Prestwick will not have any further liability under this Agreement with respect to such representations or warranties, except in respect of any claim with respect to any breach of any such representation and warranty made or brought in writing by Champion against Prestwick in accordance with this Agreement prior to the expiration of the Warranty Period or in respect of a Claim against Prestwick based on fraud or Willful Misconduct.

8.8 Security Interest

The Parties further agree that in order to protect and secure the interests and rights enjoyed under this Agreement, Prestwick may record this Agreement and its interests in the Property on any public record (including land and mineral records of Idaho County and the BLM) it determines desirable to protect its interests under this Agreement, in its sole and absolute discretion. Each Champion Party agrees with Prestwick that it will, promptly at any time and from time to time at Prestwick's request, execute and deliver to Prestwick all deeds, instruments and other documents and do all acts and things which Prestwick may reasonably require for the purpose of the foregoing.

ARTICLE 9 FORCE MAJEURE

9.1 Notice of Force Majeure

Subject to **section 9.4**, a Party will not be liable for any delay or failure to perform any of its obligations under this Agreement (other than an obligation of indemnification or payment obligation) if within 10 days after the beginning of the Force Majeure affecting the ability of the Party to perform any of its obligations under this Agreement, it gives a notice to the other Parties that complies with **section 9.2**.

9.2 Force Majeure Notice

A notice given under **section 9.1** shall:

- (a) specify the obligations the Party cannot perform;
- (b) fully describe the Force Majeure (including the cause and state of the Force Majeure and the anticipated effect of the state of Force Majeure on the performance of the obligations of the Party hereunder);
- (c) estimate the time during which the Force Majeure is expected to continue; and
- (d) specify the measures proposed to be adopted to remedy or abate the Force Majeure.

9.3 Obligation to Remedy

- (a) The Affected Party shall use commercially reasonable efforts to overcome or mitigate the effects of the Force Majeure and shall endeavor with due diligence to resume compliance with its obligations as soon as reasonably possible.
- (b) Despite the foregoing, nothing in this **section 9.3** will require the Affected Party to resolve or compromise any labor dispute or to question or to test the validity of any law, rule, regulation or order of any Governmental Authority or to perform its obligations under this Agreement if Force Majeure renders performance impossible.

9.4 Effect of Force Majeure

In the event a Party is delayed in fulfilling its obligations hereunder due to a Force Majeure and has complied with **sections 9.1 and 9.3**, the time period provided for in this Agreement related to the obligation so delayed by the Force Majeure will be extended by a period equivalent to the period of the Force Majeure.

9.5 Tenure Obligations During Force Majeure

Despite the occurrence of a Force Majeure, Prestwick must use its best efforts to maintain the validity and good standing of the Property in accordance with **section 6.3(a)(i)** and, where necessary, Prestwick must apply for exemption from such obligations affecting the Property the performance of which are affected by that Force Majeure as are capable at law of being exempted.

ARTICLE 10 CONFIDENTIAL INFORMATION

10.1 Confidentiality

- (a) Except as provided in **sections 10.2 and 10.3**, each Party shall, and shall cause its Affiliates, nominee directors and agents to, maintain as confidential and may not disclose any Business Information to any Third Party or the public without the prior written consent of the other Parties, as applicable. Each Party shall maintain as confidential and may not disclose to any Third Party or the public any Party Information owned by any Party without such Party's prior written consent. The obligations of confidentiality set forth in this **section 10.1(a)** does not apply with respect to any Business Information or any Party Information that is:
 - (i) or becomes part of the public domain other than through a breach of this Agreement; or
 - (ii) lawfully received by a Party, its Affiliate or their respective Personnel from a Third Party not under an obligation of confidentiality.
- (b) Notwithstanding **section 10.1(a)**, any Party Information of one of the Parties which existed before the Effective Date and which is learned or acquired by any other Party in the course of the Option Period

shall remain the Party Information of such Party and shall not be included in the Business Information and shall not be treated as such without the written consent of such Party.

10.2 Disclosure Required by Applicable Laws

- (a) The consent required by **section 10.1(a)** does not apply to a disclosure of Business Information in any manner (including a news release, filing on SEDAR+ or other public statement) by a Party where such disclosure is required by Applicable Laws or any Governmental Authority (each, a “**Required Disclosure**”).
- (b) Any Party that intends to make a Required Disclosure shall provide the other Parties with the full written text of the proposed Required Disclosure at least two (2) Business Days before its first disclosure. The other Parties will have two (2) Business Days to provide the disclosing Party with comments on the Required Disclosure, and if comments are received from the other Parties within such time the disclosing Party shall incorporate the other Parties’ reasonable changes to the Required Disclosure before the Required Disclosure is issued or made. If such comments are not received by the disclosing Party within two (2) Business Days, the disclosing Party is then free to proceed with disclosure of the Required Disclosure as originally drafted.
- (c) If a Required Disclosure must be made within a shorter period than two (2) Business Days and the disclosing Party has used all commercially reasonable efforts to provide, but has not provided, the Required Disclosure at least two (2) Business Days before its first disclosure, then the disclosing Party shall provide the full written text of the proposed Required Disclosure to the other Parties for as long a period as is practicable in advance of its first disclosure.
- (d) For greater certainty, the Parties agree that to the extent a statement in a previously approved Required Disclosure is included or repeated in another Required Disclosure, the disclosing Party need not seek consultation with and approval from the other Parties.
- (e) The Party making a Required Disclosure shall be solely and entirely responsible for the contents of the Required Disclosure.

10.3 Other Exceptions

- (a) The consent required by **section 10.1(a)** does not apply to a disclosure:
 - (i) of Business Information to any of the Affiliates or Personnel of a Party that has a *bona fide* need to be informed;
 - (ii) of Business Information to any Lenders or other financing sources or potential merger or acquisition partners or purchasers, in each case with or to the applicable Party or its Affiliates, who have entered into a confidentiality agreement with the disclosing Party that contains provisions substantially similar to and no less stringent than those contained in **section 10.1(a)**; or
 - (iii) of Business Information by Prestwick which is reasonably necessary for it to carry out its responsibilities under this Agreement.
- (b) In the case of disclosure pursuant to **section 10.3(a)(i)**, the disclosing Party shall advise the relevant Affiliates and Personnel of the confidential nature of such Business Information. In the case of disclosure pursuant to either of **section 10.3(a)(ii)** or **section 10.3(a)(iii)**, the disclosing Party shall:
 - (i) notify the other Parties of its disclosure to a Third Party, Lender or other financing source and confirm that such disclosure was conducted in accordance with **section 10.3** (without being required to provide the name(s) of the Third Party, Lender or other financing source);

- (ii) only disclose such Business Information as such Third Party, Lender or other financing source, as the case may be, shall have a legitimate business need to know;
- (iii) inform such Third Party, Lender or other financing source, as the case may be, of the disclosing Party's obligations hereunder; and
- (v) be liable to the non-disclosing Parties for any breach of the provisions of this **Article 10** by such Third Party, Lender or other financing source, as the case may be, as if it had committed the breach of such provisions itself.

10.4 News Release

Mutual agreement of the Parties, each acting reasonably, is required on the wording of each other's news release announcing the entering into of this Agreement. Notwithstanding the foregoing, a Party may file this Agreement on SEDAR+ if it deems it necessary to do so to comply with Applicable Laws, but such Party shall consider any redactions to this Agreement allowed under Applicable Laws that are reasonably requested by the other Parties.

ARTICLE 11 DISPUTES RESOLUTION

11.1 Disputes

- (a) Any dispute, question or difference of opinion ("**Dispute**") arising out of or in connection with this Agreement, whether arising before or after the expiration of this Agreement shall be resolved solely in accordance with this **Article 11**.
- (b) If a Dispute arises then a Party who requires the Dispute to be resolved in accordance with this **Article 11** shall give to the other Parties a notice ("**Dispute Notice**") specifying the Dispute.

11.2 Dispute Representatives to Seek Resolution and Mediation

- (a) If the Dispute is not resolved within 10 Business Days after a Dispute Notice is given by a Party to the other Parties, each Party shall nominate promptly one representative from its senior management to resolve the Dispute (each, a "**Dispute Representative**"), who shall negotiate in good faith using their respective commercially reasonable efforts to attain a resolution of the Dispute.
- (b) If the Dispute is not resolved within 10 Business Days of the Dispute being referred to the respective Dispute Representatives, then the Parties agree to submit the Dispute to non-binding mediation and must agree upon an independent mediator and the process for mediation.
- (c) During the existence of any Dispute, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to their position in respect of such Dispute, unless the Parties otherwise agree.

ARTICLE 12 NOTIFICATION

12.1 Notification

During the Option Period, each Party will immediately notify the other Parties in writing if, after the Effective Date, it becomes aware of:

- (a) any fact or condition that causes, could potentially cause or constitutes a material breach of any of its representations and warranties;

- (b) the occurrence, of any fact or condition that would cause or constitute a material breach of any such representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition; or
- (c) the occurrence of any material breach of any of its covenants in this Agreement or of the occurrence of any event that may make the satisfaction of such conditions impossible or unlikely.

12.2 Form of Notice

- (a) A notice, demand, consent or other communication given or made under this Agreement ("**Notice**") must be in writing, signed by the sender and either left at the delivery address or sent to the addressee by courier or email. Any Notice given or made under this Agreement will be deemed to be duly given or made:
 - (i) in the case of delivery in person, when delivered;
 - (ii) in the case of delivery by courier, two Business Days after the date of posting (if posted to an address in the same country) or 5 Business Days after the date of posting (if posted to an address in another country); and
 - (iii) in the case of delivery by email, on the date of delivery provided that no failed delivery message has been automatically returned,

but if the result is that a Notice would be taken to be given or made on a day which is not a Business Day in the place to which the Notice is sent or is later than 4:30 pm (local time) it will be taken to have been duly given or made at the commencement of business on the next Business Day in that place.

- (b) Each Party's delivery address and email address will be as specified in **section 12.3** or as notified in writing from time to time to the other Party.

12.3 Address for Service

Any Notice given or made under this Agreement must be delivered to the intended recipient by hand, courier or email to the address or email address below or the address or email address last notified by the intended recipient to the sender:

- (a) to Prestwick:

Prestwick Capital Corporation Limited
c/o 1250, 639 – 5th Avenue SW
Calgary, Alberta
T2P 0M9

Attention: CEO

Email: gordon@modernfinancelaw.com

- (b) to the Champion Parties:

Champion Electric Metals Inc.
c/o 401 Bay St., Suite 2704
Toronto, Ontario
M5H 2Y4

Attention: Jonathan Buick, CEO

Email: [email address redacted]

ARTICLE 13 GENERAL

13.1 Relationship of Parties

- (a) Unless otherwise set forth in this Agreement, the rights, duties, obligations and liabilities of the Parties will be several and not joint nor joint and several.
- (b) The Parties agree and declare that this Agreement is not and must not be construed as constituting an association, corporation, mining partnership or any other kind of partnership and, except as expressly provided otherwise in this Agreement, nothing in this Agreement will be deemed to:
 - (i) constitute a Party a partner, agent or legal representative of any other Party for any purpose whatsoever; or
 - (ii) create a fiduciary relationship among the Parties.

13.2 No Holding Out

Except as expressly permitted by this Agreement, no Party may directly or indirectly use or permit the use of the name of another Party for any purpose related to the Property or this Agreement.

13.3 Other Activities and Interests

- (a) The rights and obligations of the Parties under this Agreement are strictly limited to the Option and the Property. As applicable, each Party may enter into, conduct and benefit from any business venture of any kind whatsoever, whether or not competitive with the activities undertaken under this Agreement, without disclosing those activities to the other Party or inviting or allowing the other Party to participate in that business venture.
- (b) Except to the extent expressly provided otherwise in this Agreement and without limiting **section 13.3(a)**, nothing in this Agreement will prevent or may be construed to prevent a Party from:
 - (i) acquiring any Mineral Right or interest in any Mineral Right outside of the Property; or
 - (ii) using, for any reason not related to the Property, any geological, geophysical, geochemical, metallurgical or operational concept, model or principle of any kind, and each Party will be free to so acquire and use with no obligation whatsoever to the other Party.

13.4 Entire Agreement

This Agreement:

- (a) is the entire agreement and understanding among the Parties on everything connected with the subject matter of this Agreement; and
- (b) supersedes any prior agreement or understanding on anything connected with that subject matter, including the LOI.

13.5 Amendment

This Agreement may only be amended by the written agreement of all the Parties hereto or, as applicable, their permitted successors and assigns.

13.6 Assignment

Except as otherwise expressly provided for in this Agreement, none of the Parties may assign, transfer or otherwise deal with its Interests or rights or obligations in the Property under this Agreement to a Third Party without the prior written consent of the other Parties.

13.7 Pre-Conditions

Where in this Agreement a pre-condition is prescribed in relation to any right or benefit that a Party might become entitled to enjoy, the Party will only be entitled to the right or benefit if the pre-condition is satisfied.

13.8 Waiver

- (a) No failure on the part of a Party to exercise, no delay in exercising, and no course of dealing with respect to, any right, power or privilege established by this Agreement is a waiver thereof.
- (b) Except as otherwise expressly provided for in this Agreement, no waiver of any provision of this Agreement or consent to any departure by any Party from any provision of this Agreement is effective unless it is confirmed in writing. Any waiver or consent is effective only in the specific instance, for the specific purpose and for the specific length of time for which it is given.
- (c) The single or partial exercise of any right, power or privilege established by this Agreement does not preclude any other exercise thereof.

13.9 Costs and outlays

Each of the Parties shall be responsible for 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 preparing this Agreement, or otherwise relating to the transactions contemplated herein; provided, however (and for greater certainty), Prestwick shall be responsible for paying all costs and fees payable to the TSXV in connection with its review of the Transaction and all listing fees in connection with any securities issued pursuant to the Transaction.

13.10 Manner of Payment

Any payment to be made to a Party may be made by electronic funds transfer to that Party's bank as designated by that Party by notice from time to time. That bank will be deemed the agent of the designating Party for the purposes of receiving, collecting and receipting such payment.

13.11 Further Assurances

Each Party shall promptly at its own cost do all things (including executing and if necessary delivering all documents) reasonably necessary or desirable to give full effect to this Agreement and the transactions contemplated by it.

13.12 Time of the Essence

Time is of the essence for this Agreement.

13.13 Special Remedies

Each Party acknowledges and agrees that:

- (a) any breach by it of **Article 10** (Confidential Information) or **section 13.6** (Assignment) would constitute an injury and cause damage to the other Parties which is impossible to measure monetarily;
- (b) monetary damages alone would not be a sufficient remedy for a breach of **Article 10** or **section 13.6**;

- (c) in addition to any other remedy which may be available in law or equity, a Party is entitled to interim, interlocutory and permanent injunctions or any of them to prevent breach of **Article 10** or **section 13.6** and to compel specific performance of any one or more of those sections; and
- (d) any Party intending to breach or which breaches **Article 10** or **section 13.6** hereby waives any defence it may have at law, in equity or under statute to such injunctive or equitable relief.

13.14 Survival

Section 3.3(b), Article 4, Article 7, Article 8, Article 10, Article 11, and Article 13 and all limitations of liability and rights accrued prior to completion, termination, or expiration of this Agreement do not merge on completion, termination, or expiration of this Agreement, but continue in full force and effect after any termination or expiration of this Agreement as will any other provision of this Agreement which expressly or by implication from its nature is intended to survive the termination or expiration of this Agreement.

13.15 Severability

- (a) If anything in this Agreement is unenforceable, illegal or void then it is severed, and the rest of this Agreement remains in full force and effect.
- (b) Where a provision of this Agreement is prohibited or unenforceable, the Parties shall negotiate in good faith to replace the invalid provision with a provision that is compliant with the Applicable Law and which shall be as close as possible to the Parties' original intent, and appropriate consequential amendments (if any) will be made to this Agreement.

13.16 Successors and Assigns

This Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

13.17 Counterparts and Electronic Delivery

This Agreement may be executed in any number of counterparts, each of which is an original and all of which taken together constitutes one and the same instrument. The Parties may rely upon delivery of an executed facsimile, pdf or similarly executed electronic copy of this Agreement, and such facsimile or similarly executed electronic copy is legally effective and creates a valid and binding agreement among the Parties.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

**PRESTWICK CAPITAL CORPORATION
LIMITED**

By: (signed) "Gordon Chmilar"
Name: Gordon Chmilar
Title: Chief Financial Officer and Director

CHAMPION ELECTRIC METALS INC.

By: (signed) "Jonathan Buick"
Name: Jonathan Buick
Title: President and CEO

IDAHO CHAMPION GOLD MINES LTD.

By: (signed) "Jonathan Buick"
Name: Jonathan Buick
Title: Authorized signatory

IDAHO CHAMPION GOLD MINES USA, INC.

By: (signed) "Jonathan Buick"
Name: Jonathan Buick
Title: Authorized signatory

**IDAHO CHAMPION GOLD MINES LLC, as
executed on its behalf by its duly authorized
Manager**

By: (signed) "Jonathan Buick"
Name: Jonathan Buick
Title: Authorized signatory

SCHEDULE 1 - DEFINITIONS AND INTERPRETATION

PART A - DEFINITIONS

- (a) **"Affected Party"** has the meaning given in the definition of "Force Majeure" below;
- (b) **"Affiliate"** has the meaning ascribed to such term under the *Securities Act* (Alberta);
- (c) **"Agreement"** means this option agreement and its schedules, as amended and modified from time to time;
- (d) **"Anti-Bribery Laws"** means any laws enacted under any applicable jurisdiction which regulates the use of criminal acts, such as bribery, corruption, conflicts of interest or related or similar offenses in any country where the entity is conducting business. This includes, the *Foreign Corrupt Practices Act 1977, as amended*, (United States of America), the *Bribery Act 2010* (UK), the *OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions* and *Corruption of Foreign Public Officials Act* (Canada) and any other similar laws or regulations in any other jurisdiction relating to corruption, bribery, ethical business conduct, money laundering, political contributions, gifts and gratuities, or lawful expenses to public officials and private persons and laws requiring the disclosure of agency relationships or commissions and the anticorruption rules of any public international organization or international financial institution with which a Party does business;
- (e) **"Applicable Law"** or **"Applicable Laws"** means any applicable laws with respect to any Person, including the common law and any federal, national, state, regional, provincial, territorial, municipal or local commercial, securities, corporate, Tax, personal land use and zoning, sanitizing, occupational health and safety, real property, security, competition, mining, environmental, water, energy, investment, property ownership laws, Anti-Bribery Laws, Environmental Laws and other laws (whether statutory, common or otherwise), and any constitution, treaty, convention, ordinance, code, statute, rule, regulation, order, injunction, judgment, directive, decree, ruling, guideline, policy or other similar requirement enacted, adopted, promulgated, issued or applied by a Governmental Authority that is binding upon or applicable to such Person, as amended unless expressly specified otherwise;
- (f) **"BLM"** has the meaning given in **section 3.2(a)**;
- (g) **"Business Day"** means any day other than a Saturday, Sunday or a public or statutory holiday in the place where an act is to be performed or a payment or delivery of notice is to be made;
- (h) **"Business Information"** means (i) the terms of this Agreement, (ii) all information, or data, in whatever form and however communicated, originated or obtained by Prestwick in performing its obligations under this Agreement and (iii) all information exchanged between the Parties or their Affiliates under this Agreement and all information concerning or relating to the Property of which they become aware; provided that any such information that is proprietary to a Party and that is not communicated, developed, conceived, originated or obtained by such Party in performing its obligations under this Agreement shall not be "Business Information";
- (i) **"Champion"** means Champion Electric Metals Inc.;
- (j) **"Champion Canada"** means Idaho Champion Gold Mines Ltd.;
- (k) **"Champion LLC"** means Idaho Champion Gold Mines LLC;
- (l) **"Champion Parties"** means collectively, Champion, Champion Canada, Champion USA, and Champion LLC;
- (m) **"Champion USA"** means Idaho Champion Gold Mines USA Inc.;

- (n) **"Claim"** means any claim, action, damage, loss (including loss arising from a withheld or abated payment under this Agreement), liability, cost, charge, expense, outgoing, payment or demand of any nature and whether present or future, fixed or unascertained, actual or contingent and whether at law, in equity, under statute, contract or otherwise;
- (o) **"Close Family Member"** means spouses, children, parents, siblings, cousins and any other relatives of an individual;
- (p) **"Common Shares"** means common shares in the capital of Prestwick;
- (q) **"defaulting party"** has the meaning given in **section 7.2**;
- (r) **"Dispute"** has the meaning given in **section 11.1(a)**;
- (s) **"Dispute Notice"** has the meaning given in **section 11.1(b)**;
- (t) **"Dispute Representative"** has the meaning given in **section 11.2(a)**;
- (u) **"Effective Date"** means the date of this Agreement;
- (v) **"Encumbrance"** means any encumbrance or title defect of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by Applicable Law, including any mortgage, lien, charge, pledge or security interest, whether fixed or floating, or any assignment, lease, option, right of pre-emption, privilege, encumbrance, easement, hypothec, pledge, title retention agreement, reservation of title, servitude, right of way, restrictive covenant, right of use, license or license fee, royalty, production payment, trust, back-in rights, rights of first refusal or offer, or any matter capable of registration against title or any other right or claim of any kind or nature whatever which affects ownership or possession of, or title to, any interest in, or the right to use or occupy, property or assets; and **"Encumber"** means to create an Encumbrance on real or personal property; and words such as **"Encumbered"** and **"Encumbering"** have corresponding meanings;
- (w) **"Environmental Claim"** means any and all Claims relating in any way to any Environmental Laws or any Permit issued under any Environmental Laws;
- (x) **"Environmental Laws"** means Applicable Laws aimed at reclamation or restoration of the Property and real estate or mineral claims in general; abatement, mitigation, remediation, or cleanup of pollution pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or materials or wastes; protection of human health and the environment; protection of wildlife, including endangered species; preservation, degradation, loss, damage, restoration, replacement or reclamation of natural resources; ensuring public safety from environmental hazards; protection of cultural or historic resources; management, storage or control of hazardous materials or substances; releases or threatened releases or migration of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or materials into, within, or through the environment, including ambient air, surface water, soil, soil gas, subsurface strata, and groundwater; and all other Applicable Laws relating to the generating, manufacturing, processing, distribution, use, treatment, storage, disposal, handling or transport of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or hazardous wastes;
- (y) **"Escrow Agreement"** means the agreement set forth in **Schedule 4** to the Agreement;
- (z) **"Filing Statement"** means the filing statement of Prestwick in the form prescribed by the TSXV, pertaining to the Transaction (which constitutes a "Qualifying Transaction" for Prestwick, as that term is defined in the Policies of the TSXV) and which will be filed on SEDAR+;

(aa) **“Force Majeure”** means, other than as a consequence of negligence or willful misconduct of a Party, an event or cause which is beyond the control of the Party claiming Force Majeure (the **“Affected Party”**), whether foreseeable or unforeseeable, and includes:

- (i) an act of God (other than adverse weather);
- (ii) earthquakes, cyclones, fire, flood;
- (iii) pandemics, epidemics or any outbreak of any viral or other disease (except for the current effects of COVID-19, which will not constitute a Force Majeure except any escalation in the current effects of COVID-19 or any increase in Governmental Authority restrictions regarding COVID-19, in both cases after the date of this Agreement);
- (iv) acts of war, acts of public enemies, terrorist acts, riots or civil commotions;
- (v) shortages of labor or strikes, interference of trade unions, lockout, secondary boycott, other labor difficulties (without regard to whether such difficulties can be resolved by acceding to the demands of the union);
- (vi) break down or destruction of machinery, plants or equipment, delays in transportation, shortages or inability to obtain contractors, machinery, plants or equipment, fuel, transportation or power;
- (vii) laws, rules and regulations, orders or policies of any Governmental Authority that cause operations to materially cease or that would effectively prohibit the development of a mine on the Property;
- (viii) actions taken by or on behalf of environmental lobbyists, nongovernmental organizations, indigenous persons or groups, local community groups or any other parties pursuant to the assertion of land claims or other rights; and
- (ix) injunctions, civil disobedience, protests, demonstrations or other events by environmental lobbyists, non-governmental organizations, indigenous persons or groups, local community groups or any other parties claiming an interest that cause operations to materially cease,

but does not include economic hardship, or for lack of money, credit or markets or inability to pay or any non-receipt of any sum of money.

(bb) **“Governmental Authority”** means any federal, state, provincial, territorial, regional, municipal or local government or authority, quasi government authority, including any governmental division, department, agency, body, commission, instrumentality, official, fiscal or judicial body, government or self-regulatory organization, commission, board, tribunal, organization, stock exchange, court, arbitrator, arbitration panel or tribunal, any central bank or similar monetary or regulatory authority or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing, any wholly or partially state-owned or government-owned entity or enterprise or any public international organisation having jurisdiction or authority over the Parties or the subject matter of this Agreement, and also includes any:

- (i) individual who is employed by or acting on behalf of a Governmental Authority;
- (ii) political party, party official or candidate;
- (iii) individual who holds or performs the duties of an appointment, office or position created by custom or convention; or
- (iv) individual who holds himself out to be authorised intermediary of any person specified in paragraphs (i), (ii) or (iii) above;

- (cc) **"IFRS"** means International Financial Reporting Standards as issued and amended from time to time by the International Accounting Standards Board and interpretations thereof of the International Financial Reporting Interpretations Committee;
- (dd) **"Lender"** means a bank or other financial institution considering the provision of or, which has provided financial accommodation to, a Party or an Affiliate of a Party;
- (ee) **"LOI"** means the letter of intent dated effective May 13, 2024, as amended, between Prestwick and Champion in respect of the Transaction;
- (ff) **"Mineral Rights"** means mineral claims, patented mines, patented mining claims, unpatented mines, unpatented mining claims, lode claims, placer claims, tunnel rights, mill sites, mineral rights, surface rights, prospecting Permits, mine sites, exploration Permits, mining Permits, mining or mineral leases, mineral concessions and other forms of tenure or other rights to Minerals or to work upon land for the purpose of exploring for, developing or extracting Minerals under any form of title recognized under the Applicable Laws, whether contractual, statutory or otherwise, or any interest therein;
- (gg) **"Minerals"** means any and all ores and minerals, precious and base, metallic and non-metallic (and concentrates derived therefrom), in, on, within or under the Property which may lawfully be explored for, mined and sold;
- (hh) **"Notice"** or **"notice"** has the meaning given in **section 12.2(a)**;
- (ii) **"NSR Agreement"** means the agreement set forth in **Schedule 3** to the Agreement;
- (jj) **"Option"** has the meaning given in **section 2.1(b)**;
- (kk) **"Option Period"** means the period from the Effective Date up to and including the earlier of the date of the exercise of the Option and the termination of the Agreement;
- (ll) **"Other Assets"** means those assets listed under "Other Assets" in **Schedule 2**;
- (mm) **"Other Rights"** means any interest in real property, whether freehold, leasehold, license, right of way, easement, entry, right to work, and any other surface, Permit or other right in relation to real property, and any right, license or Permit in relation to the use or diversion of water, but excluding any Mineral Rights;
- (nn) **"Parties"** means the parties to this Agreement, and **"Party"** means one of such party, or a particular such party, as the context requires;
- (oo) **"Party Information"** means, at any time, any information that, at that time, concerns or relates to a Party and its Affiliates and their respective businesses and affairs and includes information of a confidential or proprietary nature in respect of such Party, but expressly does not include Business Information;
- (pp) **"Payment #1 Date"** as the meaning given in section 2.1(c)(ii);
- (qq) **"Payment #2 Date"** as the meaning given in section 2.1(c)(iii);
- (rr) **"Permit"** or **"Permits"** means any license, permit, certificate, consent, order, grant, approval, classification, registration, exemption, right or other authorization of or from any Governmental Authority in connection with the Property or operations on the Property, but excluding Other Rights;
- (ss) **"Permitted Encumbrance"** means any of the following Encumbrances as they relate to the Property:

- (i) the paramount title of the United States, all laws and regulations applicable to mining claims generally and easements and rights of way of record or that would be disclosed by an inspection of the Property;
 - (ii) inchoate or statutory liens for Taxes, assessments, royalties, rents or charges not at the time due or payable, or being contested in good faith through appropriate proceedings;
 - (iii) any reservations or exceptions contained in the original grants of land or by applicable statute or the terms of any lease in respect of the Property or any part thereof;
 - (iv) minor discrepancies in the legal description or acreage of or associated with the Property, or any adjoining properties which would be disclosed in an up to date survey, and any registered easements and registered restrictions or covenants that run with the land, in either case which do not materially detract from the value of, or materially impair the use of, the Property for the purpose of conducting and carrying out exploration, development and mining operations thereon;
 - (v) rights-of-way for or reservations of rights of others for sewers, water lines, gas lines, electric lines, telegraph and telephone lines, and other similar utilities, and zoning by-laws, ordinances, surface access rights or other restrictions as to the use of the Property, which do not in the aggregate materially detract from the use of the Property for the purpose of conducting and carrying out exploration, development and mining operations thereon;
 - (vi) liens or other rights granted by the owner of the Property to secure performance of statutory obligations or regulatory requirements (including reclamation obligations) in connection with the Property, provided such liens or other rights do not in the aggregate materially detract from the use of the Property for the purpose of conducting and carrying out exploration, development and mining operations thereon;
 - (vii) security deposits or other security given to any Governmental Authority and utilities in the ordinary course of business of such Person;
 - (viii) such qualifications, exceptions, reservations, assumptions and disclaimers as they relate to the Property expressed in the Lyons O'Dowd Title Opinion of Baner and Champagne Claims, effective July 29, 2020;
 - (ix) undetermined or inchoate liens and charges incidental to current construction or current operation which have not been filed or registered in accordance with applicable law or which written notice has not at the time been duly given in accordance with applicable law or which relate to obligations not at the time due or delinquent; and
 - (x) such Encumbrances as are registered on title to the Property as of the Effective Date.
- (tt) **"Person"** includes an individual, general partnership, limited partnership, corporation, company, limited liability company, unincorporated association, unincorporated syndicate, unincorporated organization, joint venture, Governmental Authority, trust, trustee, executor, administrator or other legal representative;
- (uu) **"Personnel"** means:
- (i) in relation to a Party, any of its or its Affiliates' directors, officers, employees, agents, consultants, counsel, invitees, Subcontractors (including Subcontractors' Personnel) and representatives involved either directly or indirectly in the performance of the Party's obligations under this Agreement; and

- (ii) in relation to a Subcontractor, any of its directors, officers, employees, agents, consultants, invitees, subcontractors or representatives involved either directly or indirectly in the performance of a Party's obligations under this Agreement;
- (vv) "**Prestwick**" means Prestwick Capital Corporation Limited;
- (ww) "**Prestwick Financial Statements**" means: (i) the unaudited condensed consolidated financial statements of Prestwick as at and for the three month period ended March 31, 2024, together with the notes thereto; and (ii) the audited consolidated financial statements of Prestwick as at and for each of the fiscal years ended December 31, 2023 and 2023, together with the notes thereto and the auditors' reports thereon;
- (xx) "**Prestwick Public Documents**" means all documents filed by Prestwick with the British Columbia Securities Commission, the Alberta Securities Commission and the Ontario Securities Commission under Securities Laws (and available for review on SEDAR+ under Prestwick's profile);
- (yy) "**Prestwick USA**" means a Prestwick US subsidiary formed for the purposes of owning the Property;
- (zz) "**Property**" means (i) those Mineral Rights, Other Rights, Other Assets and Permits listed in **Schedule 2**; and (ii) any present or future renewal, extension, modification, substitution, amalgamation or variation of any of those Mineral Rights, Other Rights, Other Assets and Permits described in **Schedule 3** or Mineral Rights or Other Rights that derive directly from those Mineral Rights, Other Rights, Other Assets and Permits described in **Schedule 2** (whether granting or conferring the same or lesser rights and whether extending over the same or a lesser domain);
- (aaa) "**Regulatory Approval**" means the approval of the TSXV and any other approval from a Governmental Authority in connection with the transactions contemplated in this Agreement;
- (bbb) "**Required Disclosure**" has the meaning given in **section 10.2(a)**;
- (ccc) "**Royalty**" means the net smelter return royalty set forth in and calculated and paid in accordance with the NSR Agreement;
- (ddd) "**Securities Laws**" means all applicable British Columbia, Alberta and Ontario securities laws, and U.S. Securities Laws, including the respective regulations, rules, orders and policy statements made thereunder;
- (eee) "**Subcontractor**" means any person engaged by a Party to perform any part of that Party's obligations under this Agreement and includes a supplier of that Party;
- (fff) "**Tax**" or "**Taxes**" means all federal, state, provincial, territorial, regional, county, municipal, local or foreign taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a Governmental Authority, including (i) any gross income, net income, gross receipts, business, royalty, capital, capital gains, goods and services, value added, severance, stamp, franchise, occupation, premium, capital stock, sales and use, real property, land transfer, personal property, *ad valorem*, transfer, license, profits, windfall profits, environmental, payroll, employment, employer health, pension plan, anti-dumping, countervail or excise tax; (ii) all withholdings on amounts paid to or by the relevant Person; (iii) all employment insurance premiums, government pension plan contributions or premiums; (iv) any fine, penalty, interest, or addition to tax; (v) any tax imposed, assessed, or collected or payable pursuant to any tax-sharing agreement or any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency, or fee; and (vi) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of Applicable Law;
- (ggg) "**Technical Report**" means the technical report on the Property to be prepared by an independent Qualified Person recommending a work program of no less than \$200,000 for further exploration on the Property in accordance with National Instrument 43-101 and issued in the name of Prestwick;

- (hhh) **“Third Party”** means any Person other than a Party hereto or an Affiliate of a Party hereto;
- (iii) **“Transaction”** means the grant of the Option by the Champion Parties to Prestwick, as set out in the Agreement;
- (jjj) **“Transaction Completion”** means completion of the Transaction, which is on a date and time designated by the Parties which is within three (3) Business Days after receipt of approval of the TSXV to proceed with the Transaction Completion, or on such other date as the Parties may mutually agree upon;
- (kkk) **“Transferring Party”** has the meaning given in **section 3.4**;
- (lll) **“TSXV”** means the TSX Venture Exchange;
- (mmm) **“U.S. Securities Act”** has the meaning given in **section 4.4(a)**; and
- (nnn) **“Warranty Period”** means two (2) years from the exercise of the Option by Prestwick in accordance with the Agreement;
- (ooo) **“Warrants”** has the meaning given in **section 3.3(a)(iv)**; and
- (ppp) **“Willful Misconduct”** means any act or failure to act that was intentional and intended to cause or which was in reckless disregard of or wanton indifference to, the foreseeable consequences of such action or failure to act;

PART B - INTERPRETATION

The following rules of interpretation shall apply in the Agreement unless something in the subject matter or context is inconsistent therewith:

- (a) the singular includes the plural and conversely and a gender includes all genders;
- (b) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (c) a reference to a person (including a Party) includes an individual, company, other body corporate, association, partnership, firm, joint venture, trust or Governmental Authority;
- (d) a reference to a section, schedule or annexure is a reference to a section of or a schedule or annexure to this Agreement;
- (e) the words **“herein,” “hereof”** and **“hereunder”** and other words of similar import refer to this Agreement as a whole and not to any particular section or other subdivision;
- (f) a reference to any Party includes that Party’s executors, administrators, substitutes (including, but not limited to, persons taking by novation), successors and permitted assigns;
- (g) a reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, varied, supplemented, novated or replaced except to the extent prohibited by this Agreement or that other agreement or document;
- (h) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation, code, by-law, ordinance or statutory instrument issued under it;
- (i) a reference to writing includes an electronic mail transmission and any means of reproducing words in a tangible and permanently visible form;

- (j) a reference to “\$” is to currency of the Canada;
- (k) the word “**including**” means “**including without limitation**” and “**include**” and, “**includes**” will be construed similarly;
- (l) headings and any table of contents or index are for convenience only and do not form part of this Agreement or affect its interpretation;
- (m) a provision of this Agreement must not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement;
- (n) a “**day**” shall refer to a calendar day and in calculating all time periods the first day of a period is not included and the last day is included and in the event that any date on which any action is required to be taken hereunder is not a Business Day, such action will be required to be taken on the next succeeding day which is a Business Day;
- (o) all calculations and computations made pursuant to this Agreement shall be carried out in accordance with IFRS consistently applied to the extent that such principles are not inconsistent with the provisions of this Agreement;
- (p) the words “**written**” or “**in writing**” include printing, typewriting or any electronic means of communication capable of being visibly reproduced at the point of reception, including email; and
- (q) a reference to a thing (including a right, obligation or concept) includes a part of that thing but nothing in this Part B – Interpretation, subsection (r) implies that performance of part of an obligation constitutes performance of the obligation.

SCHEDULE 2 - PROPERTY DESCRIPTION

Mineral Rights - Unpatented Mining Claims

Claim Name	Serial Number	Last Assmt Year	Location Date	Acreage
BC 1	ID101579824	2023	11/10/2016	20.66
BC 2	ID101579825	2023	11/10/2016	20.66
BC 3	ID101579826	2023	11/10/2016	20.66
BC 4	ID101579827	2023	11/10/2016	17.91
BC 5	ID101579828	2023	11/10/2016	4.13
BC 6	ID101579829	2023	11/10/2016	2.33
BC 7	ID101579830	2023	11/10/2016	8.42
BC 8	ID101579831	2023	11/10/2016	3.61
BC 9	ID101579832	2023	11/9/2016	8.42
BC 10	ID101579833	2023	11/9/2016	16.69
BC 11	ID101579834	2023	11/9/2016	20.66
BC 12	ID101579835	2023	11/9/2016	20.66
BC 13	ID101579836	2023	11/9/2016	20.66
BC 14	ID101579837	2023	11/9/2016	20.66
BC 15	ID101579838	2023	11/9/2016	20.66
BC 16	ID101579839	2023	11/9/2016	20.66
BC 17	ID101579840	2023	11/9/2016	20.66
BC 18	ID101579841	2023	11/9/2016	20.66
BC 19	ID101579842	2023	11/9/2016	20.66
BC 20	ID101579843	2023	11/9/2016	20.66
BC 21	ID101892610	2023	6/13/2020	20.66
BC 22	ID101892611	2023	6/13/2020	20.66
BC 23	ID101821022	2023	11/10/2016	20.66
BC 24	ID101821023	2023	11/10/2016	20.66
BC 25	ID101821024	2023	11/9/2016	20.66
BC 26	ID101821025	2023	11/9/2016	20.66
BC 27	ID101821026	2023	11/9/2016	20.66
BC 28	ID101821027	2023	11/9/2016	20.66
BC 29	ID101821028	2023	11/9/2016	20.66
BC 30	ID101892612	2023	6/13/2020	20.66
BC 31	ID101892613	2023	6/13/2020	20.66
BC 32	ID101893918	2023	6/13/2020	20.66
BC 33	ID101893919	2023	6/13/2020	20.66
BC 34	ID101821029	2023	11/9/2016	20.66
BC 35	ID101821030	2023	11/9/2016	20.66
BC 36	ID101821031	2023	11/9/2016	20.66
BC 37	ID101821032	2023	11/9/2016	20.66
BC 38	ID101821033	2023	11/9/2016	20.66
BC 77	ID101599699	2023	11/9/2017	20.66
BC 78	ID101599700	2023	11/8/2017	20.66
BC 79	ID101599701	2023	11/7/2017	20.66
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BC 82	ID101630465	2023	11/7/2017	20.66
BC 83	ID101630466	2023	11/8/2017	20.66
BC 84	ID101630467	2023	11/9/2017	20.66
BC 85	ID101630468	2023	11/7/2017	20.66
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BC 88	ID101630471	2023	11/7/2017	20.66

Claim Name	Serial Number	Last Assmt Year	Location Date	Acreage
BC 39	ID101821034	2023	11/9/2016	20.66
BC 40	ID101821035	2023	11/9/2016	20.66
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BC 42	ID101821037	2023	11/9/2016	20.66
BC 43	ID101821038	2023	11/9/2016	20.66
BC 44	ID101821039	2023	11/9/2016	20.66
BC 45	ID101821040	2023	11/9/2016	20.66
BC 46	ID101821041	2023	11/9/2016	20.66
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BC 48	ID101821043	2023	11/9/2016	20.66
BC 49	ID101822288	2023	11/9/2016	20.66
BC 50	ID101822289	2023	11/9/2016	20.66
BC 51	ID101822290	2023	11/9/2016	20.66
BC 52	ID101822291	2023	11/9/2016	10.51
BC 53	ID101822292	2023	11/9/2016	20.66
BC 54	ID101822293	2023	11/9/2016	10.26
BC 55	ID101822294	2023	11/9/2016	20.66
BC 56	ID101822295	2023	11/9/2016	20.66
BC 57	ID101822296	2023	11/9/2016	20.66
BC 58	ID101822401	2023	11/9/2016	20.66
BC 59	ID101822402	2023	11/9/2016	20.66
BC 60	ID101822403	2023	11/9/2016	20.66
BC 61	ID101822404	2023	11/9/2016	20.66
BC 62	ID101822405	2023	11/9/2016	20.66
BC 63	ID101822406	2023	11/9/2016	20.66
BC 64	ID101822407	2023	11/9/2016	20.66
BC 65	ID101822408	2023	11/9/2016	20.66
BC 66	ID101822409	2023	11/9/2016	20.66
BC 67	ID101822410	2023	11/9/2016	20.66
BC 68	ID101822411	2023	11/9/2016	20.66
BC 69	ID101599691	2023	11/18/2017	20.66
BC 70	ID101599692	2023	11/18/2017	20.66
BC 71	ID101599693	2023	11/15/2017	20.66
BC 72	ID101599694	2023	11/15/2017	20.66
BC 73	ID101599695	2023	11/15/2017	20.66
BC 74	ID101599696	2023	11/15/2017	20.66
BC 75	ID101599697	2023	11/14/2017	20.66
BC 76	ID101599698	2023	11/14/2017	20.66
BC 115	ID101631470	2023	11/18/2017	20.66
BC 116	ID101631471	2023	11/18/2017	20.66
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BC 118	ID101631473	2023	11/18/2017	20.66
BC 119	ID101631474	2023	11/18/2017	20.66
BC 120	ID101631475	2023	11/18/2017	20.66
BC 121	ID101631476	2023	11/17/2017	20.66
BC 122	ID101631477	2023	11/17/2017	20.66
BC 123	ID101631478	2023	11/17/2017	20.66
BC 124	ID101631479	2023	11/17/2017	20.66
BC 125	ID101632426	2023	11/17/2017	20.66
BC 126	ID101632427	2023	11/17/2017	20.66

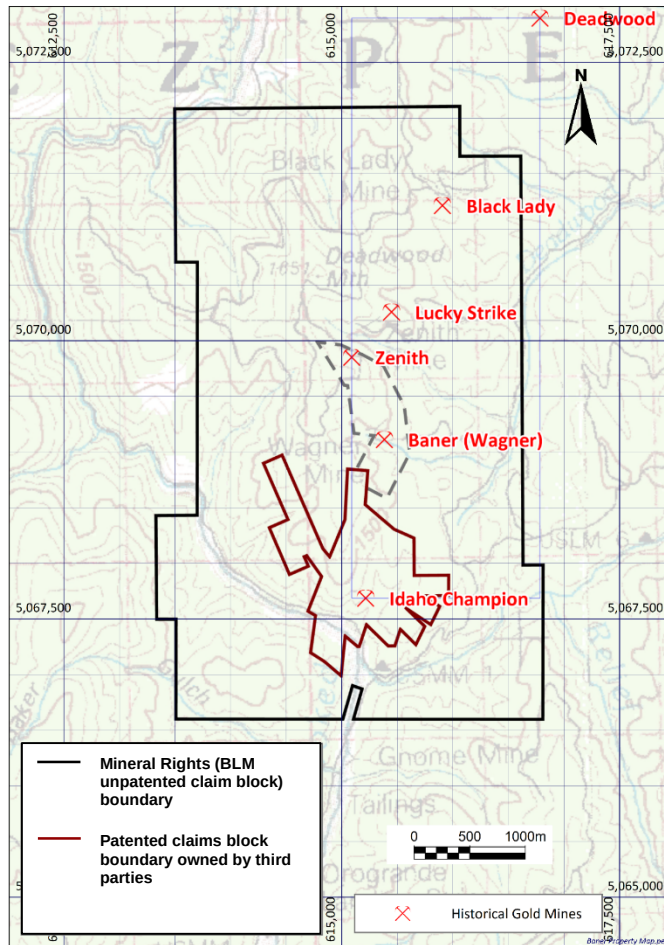
Claim Name	Serial Number	Last Assmt Year	Location Date	Acreage
BC 89	ID101630472	2023	11/9/2017	20.66
BC 90	ID101630473	2023	11/9/2017	20.66
BC 91	ID101630474	2023	11/14/2017	20.66
BC 92	ID101630475	2023	11/14/2017	20.66
BC 93	ID101630476	2023	11/15/2017	20.66
BC 94	ID101630477	2023	11/15/2017	20.66
BC 95	ID101630478	2023	11/15/2017	20.66
BC 96	ID101630479	2023	11/15/2017	20.66
BC 97	ID101630480	2023	11/18/2017	20.66
BC 98	ID101630481	2023	11/18/2017	20.66
BC 99	ID101630482	2023	11/18/2017	20.66
BC 100	ID101630483	2023	11/18/2017	20.66
BC 101	ID101630484	2023	11/15/2017	20.66
BC 102	ID101630485	2023	11/15/2017	20.66
BC 103	ID101631458	2023	11/15/2017	20.66
BC 104	ID101631459	2023	11/15/2017	20.66
BC 105	ID101631460	2023	11/14/2017	20.66
BC 106	ID101631461	2023	11/14/2017	20.66
BC 107	ID101631462	2023	11/8/2017	20.66
BC 108	ID101631463	2023	11/8/2017	20.66
BC 109	ID101631464	2023	11/14/2017	20.66
BC 110	ID101631465	2023	11/14/2017	20.66
BC 111	ID101631466	2023	11/15/2017	20.66
BC 112	ID101631467	2023	11/15/2017	20.66
BC 113	ID101631468	2023	11/15/2017	20.66
BC 114	ID101631469	2023	11/15/2017	20.66
BC 153	ID101633481	2023	11/4/2017	20.66
BC 154	ID101633482	2023	11/4/2017	20.66
BC 155	ID101633483	2023	11/4/2017	20.66
BC 156	ID101633484	2023	11/4/2017	20.66
BC 157	ID101633485	2023	11/5/2017	20.66
BC 158	ID101633486	2023	11/5/2017	20.66
BC 159	ID101633487	2023	11/5/2017	20.66
BC 160	ID101633488	2023	11/5/2017	20.66
BC 161	ID101633489	2023	11/4/2017	20.66
BC 162	ID101633490	2023	11/4/2017	20.66
BC 163	ID101634581	2023	11/5/2017	20.66
BC 164	ID101634582	2023	11/5/2017	20.66
BC 165	ID101634583	2023	11/5/2017	20.66
BC 166	ID101634584	2023	11/5/2017	20.66
BC 167	ID101634585	2023	11/5/2017	20.66
BC 168	ID101634586	2023	11/5/2017	20.66
BC 169	ID101634587	2023	11/5/2017	20.66
BC 170	ID101634588	2023	11/5/2017	20.66
BC 171	ID101634589	2023	11/6/2017	20.66
BC 172	ID101634590	2023	11/6/2017	20.66
BC 173	ID101634591	2023	11/6/2017	20.66
BC 174	ID101634592	2023	11/6/2017	20.66
BC 175	ID101634593	2023	11/6/2017	20.66
BC 176	ID101634594	2023	11/6/2017	20.66
BC 177	ID101634595	2023	11/6/2017	20.66
BC 178	ID101634596	2023	11/6/2017	20.66

Claim Name	Serial Number	Last Assmt Year	Location Date	Acreage
BC 127	ID101632428	2023	11/17/2017	20.66
BC 128	ID101632429	2023	11/17/2017	20.66
BC 129	ID101632430	2023	11/17/2017	20.66
BC 130	ID101893920	2023	6/13/2020	20.66
BC 131	ID101632431	2023	11/17/2017	20.66
BC 132	ID101632432	2023	11/16/2017	20.66
BC 133	ID101632433	2023	11/16/2017	20.66
BC 134	ID101632434	2023	11/16/2017	20.66
BC 135	ID101632435	2023	11/16/2017	20.66
BC 136	ID101632436	2023	11/4/2017	20.66
BC 137	ID101632437	2023	11/4/2017	20.66
BC 138	ID101632438	2023	11/4/2017	20.66
BC 139	ID101893921	2023	6/13/2020	20.66
BC 140	ID101632439	2023	11/16/2017	20.66
BC 141	ID101632440	2023	11/16/2017	20.66
BC 142	ID101632441	2023	11/16/2017	20.66
BC 143	ID101632442	2023	11/4/2017	20.66
BC 144	ID101632443	2023	11/4/2017	20.66
BC 145	ID101632444	2023	11/4/2017	20.66
BC 146	ID101632445	2023	11/4/2017	20.66
BC 147	ID101632446	2023	11/4/2017	20.66
BC 148	ID101632447	2023	11/4/2017	20.66
BC 149	ID101633477	2023	11/4/2017	20.66
BC 150	ID101633478	2023	11/4/2017	20.66
BC 151	ID101633479	2023	11/4/2017	20.66
BC 152	ID101633480	2023	11/4/2017	20.66
BC 185	ID101635710	2023	11/7/2017	20.66
BC 186	ID101635711	2023	11/7/2017	13.01
BC 187	ID101635712	2023	11/7/2017	2.8
BC 188	ID101635713	2023	11/9/2017	2.75
BC 189	ID101635714	2023	11/9/2017	2.41
BC 190	ID101635715	2023	11/14/2017	4.82
BC 191	ID101635716	2023	11/9/2017	2.066
BC 192	ID101635717	2023	11/9/2017	4.13
BC 193	ID101635718	2023	11/8/2017	20.66
BC 194	ID101635719	2023	11/7/2017	20.66
BC 195	ID101635720	2023	11/7/2017	20.66
BC 196	ID101635721	2023	11/7/2017	20.66
BC 197	ID101635722	2023	11/7/2017	20.66
BC 198	ID101635723	2023	11/8/2017	20.66
BC 199	ID101635724	2023	11/8/2017	20.66
BC 200	ID101635725	2023	11/8/2017	20.66
BC 201	ID101635726	2023	11/7/2017	20.66
BC 202	ID101635727	2023	11/7/2017	20.66
BC 205	ID101635728	2023	11/8/2017	20.66
BC 206	ID101635729	2023	11/8/2017	20.66
TARTARUS NO 1	ID101432970	2023	7/22/1926	20.66
TARTARUS NO 2	ID101481637	2023	7/22/1926	20.66
TARTARUS NO 3	ID101302939	2023	7/22/1926	20.66
TARTARUS NO 4	ID101481264	2023	7/22/1926	20.66
NYMPF	ID101484499	2023	4/3/1916	20.66
GNOME	ID101435067	2023	4/3/1916	20.66

Claim Name	Serial Number	Last Assmt Year	Location Date	Acreage
BC 179	ID101634597	2023	11/6/2017	20.66
BC 180	ID101634598	2023	11/6/2017	20.66
BC 181	ID101634599	2023	11/6/2017	20.66
BC 182	ID101634600	2023	11/6/2017	20.66
BC 183	ID101634601	2023	11/7/2017	20.66
BC 184	ID101634602	2023	11/7/2017	20.66

Claim Name	Serial Number	Last Assmt Year	Location Date	Acreage
DRYAD	ID101481274	2023	4/3/1916	20.66
SPOOK	ID101459407	2023	4/3/1916	20.66
KATYDID	ID101482981	2023	7/6/1940	20.66
SUCCESS NO 1	ID101430680	2023	6/20/1946	20.66
SUCCESS NO 2	ID101375211	2023	6/22/1946	20.66

Map of Mineral Rights



Other Rights

All Other Rights attaching to the Mineral Rights set out in this Schedule 2 above.

Other Assets

All reports, maps, drill cores, assay results, geological information, models, reports and other technical data related to the Property in the possession and control of the Champion Parties.

Permits

Not applicable.

SCHEDULE 3 – FORM OF NSR AGREEMENT

[starting on next page]

NSR ROYALTY AGREEMENT AND GRANT OF ROYALTY

THIS AGREEMENT (as amended, modified, supplemented or restated, this “**Agreement**”) is made and entered into as of [insert date], 2024, by and between **PRESTWICK CAPITAL CORPORATION LIMITED**, a corporation incorporated under the laws of Alberta, Canada (having an address at 1250, 639 – 5th Avenue SW, Calgary, Alberta T2P 0M9), as the grantor (the “**Company**”) and **CHAMPION ELECTRIC METALS INC.**, a corporation incorporated under the laws of Ontario, Canada (having an address at 401 Bay St., Suite 2704, Toronto, Ontario M5H 2Y4), or one of its designated wholly-owned subsidiaries, as the grantee (the “**Royalty Holder**”).

INTRODUCTION

- A. Pursuant to the Option Agreement dated July 22, 2024, as amended, between the Company, the Royalty Holder and its affiliated entities (the “**Option Agreement**”), Prestwick (directly or indirectly through its Affiliate) owns and holds or has an option to purchase the Royalty Property.
- B. The Company has agreed to grant to the Royalty Holder royalties on all Minerals produced from the Royalty Property on the terms and conditions set forth herein.

IN CONSIDERATION OF the promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby confirmed, each of the Company and the Royalty Holder (each a “**Party**” and collectively, the “**Parties**”) agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Definitions.** Unless the context otherwise expressly requires, capitalized words and phrases used in this Agreement, the Schedules hereto and in all notices and communications to be made pursuant to this Agreement will have the meanings set out in **Schedule 1** hereto, unless otherwise defined elsewhere in this Agreement.
- 1.2 Governing Law.** This Agreement shall be governed by and construed under the laws of the state of Idaho, USA, without giving effect to those principles of conflicts of laws that might otherwise require application of the laws of any other jurisdiction.

2. EFFECTIVENESS OF AGREEMENT

This Agreement and the obligations of the Parties under it will come into effect on the exercise of the Option by Prestwick in accordance with the Option Agreement, and more specifically when Prestwick has completed all the cash payments and issued all of the securities of Prestwick required under section 2.1(c) of the Option Agreement, which will occur on the Payment #2 Date.

3. GRANT, CALCULATION, PAYMENT AND ACQUISITION OF ROYALTIES

3.1 Grant of Royalties. Subject to the terms and conditions of this Agreement (including, without limitation, **section 3.3(b)**), the Company hereby grants and agrees to pay to the Royalty Holder the following production royalties (the “**Royalties**”):

- (a) one percent (1%) of the Gold Net Smelter Returns (defined below); and
- (b) one percent (1%) of the Other Minerals Net Smelter Returns (defined below).

3.2 Calculation of Royalties. As used this Agreement:

- (a) **"Gold Net Smelter Returns"** shall be determined for purposes of the Royalty set forth in **section 3.1(a)** and payable in any Quarter by multiplying (i) the gross number of recovered ounces of gold recovered from production from the Royalty Property (and for clarity, from no other property or interest) that is delivered to the Refiner during the preceding Quarter ("**Gold Production**"), by (ii) the Quarterly Average Gold Price, and subtracting from the product of (i) and (ii) the following: (A) charges imposed by the Refiner for smelting, handling, refining, treating or processing the gold contained in such Gold Production (inclusive of all rebates and discounts provided or applied by the Refiner) unless such amounts are already reflected in the price per unit weight paid by the Refiner (provided, however, in the case of leaching operations or other solution mining or beneficiation techniques, where the metal being treated is precipitated or otherwise directly derived from such leach solution, all processing and recovery costs incurred by the Company, beyond the point at which the metal being treated is in solution, will be considered as treatment charges); (B) penalty substance (including, but not being limited to, metal losses and penalties for impurities), assaying, sampling and such similar charges imposed by the Refiner for smelting, refining or processing minerals contained in such Gold Production; (C) charges and costs, if any, for handling, transportation, security and insurance of concentrates, doré, ores and other materials from the Royalty Property to places where such minerals or products are smelted, refined, sold or otherwise disposed of; (D) ad valorem taxes and taxes actually paid or to be paid based upon production, but not income or export taxes; and (E) external marketing costs paid to unaffiliated third parties, including sales commissions, incurred in selling ore mined from the claims and from concentrate, metal and products derived from ore mined from the Royalty Property, all as specifically attributable to the Gold Production only. For purposes of this section: (i) the "price per unit weight" shall mean a price payable solely for the gold in the Gold Production and shall not include or be reduced to account for any other amounts, including but not limited to, transportation costs, (ii) in the event of a Claim under any insurance policy, "Gold Production" includes any insurance amounts received as a result of a Claim for damaged, stolen, lost or otherwise substituted or foregone Minerals and (iii) if delivery and payment/credit are not made in the same Quarter, the Gold Production shall be deemed to be part of Quarterly production in the Quarter in which the later of delivery and payment/credit occurs.
- (b) **"Minerals"** means any and all ores and minerals, precious and base, metallic and non-metallic (and concentrates derived therefrom), in, on or under the Royalty Property which may lawfully be explored for, mined and sold.
- (c) **"Other Minerals Net Smelter Returns"** shall be determined for purposes of the Royalty set forth in **section 3.1(b)** and payable in any Quarter by multiplying (i) the gross number of recovered ounces of any Mineral (other than gold) recovered from production from the Royalty Property (and for clarity, from no other property or interest) that is delivered to the Refiner during the preceding Quarter ("**Other Mineral Production**"), by (ii) the Quarterly Average COMEX Price, and subtracting from the product of (i) and (ii) the following: (A) charges imposed by the Refiner for smelting, handling, refining, treating or processing the Mineral contained in such Other Mineral Production (inclusive of all rebates and discounts provided or applied by the Refiner) unless such amounts are already reflected in the price per unit weight paid by the Refiner (provided, however, in the case of leaching operations or other solution mining or beneficiation techniques, where the metal being treated is precipitated or otherwise directly derived from such leach solution, all processing and recovery costs incurred by the Company, beyond the point at which the metal being treated is in solution, will be considered as treatment charges); (B) penalty substance (including, but not being limited to, metal losses and penalties for impurities), assaying, sampling and such similar charges imposed by the Refiner for smelting, refining or processing minerals contained in such Other Mineral Production; (C) charges and costs, if any, for handling, transportation, security and insurance of concentrates, doré, ores and other materials from the Royalty Property to places where such minerals or products are smelted, refined, sold or otherwise disposed of; (D) ad valorem taxes and taxes actually paid or to be paid based upon production, but not income or export taxes; and (E) external marketing costs paid to unaffiliated third parties, including sales commissions, incurred in selling ore mined from the claims and from concentrate, metal and products derived from ore mined from the Royalty Property, all as specifically attributable to the Other Mineral Production only. For purposes of this section: (i) the "price per unit weight" shall mean a price payable solely for the Mineral in the Other Mineral Production and shall not include or be reduced to account for any other amounts,

including but not limited to, transportation costs, (ii) in the event of a Claim under any insurance policy, "Other Mineral Production" includes any insurance amounts received as a result of a Claim for damaged, stolen, lost or otherwise substituted or foregone Minerals and (iii) if delivery and payment/credit are not made in the same Quarter, the Other Mineral Production shall be deemed to be part of Quarterly production in the Quarter in which the later of delivery and payment/credit occurs.

- (d) **"Refiner"** means the smelter, refiner, processor, purchaser or other recipient of Gold Production or Other Minerals Production, as applicable.
- (e) **"Quarter"** means a calendar quarter.
- (f) **"Quarterly Average COMEX Price"** means, for any Quarter, the average of the daily COMEX settlement price for a given commodity (other than gold) as quoted in United States dollars by COMEX (a division of CME Group, Inc.) (or any successor thereto) for such Quarter, calculated by dividing the sum of all such quotations during such Quarter by the number of such quotations (for greater certainty, if COMEX does not publish price quotations for such commodity, **section 3.3(j)** shall apply).
- (g) **"Quarterly Average Gold Price"** means, for any Quarter, the average of the London p.m. fix for gold as quoted in United States dollars by the London Bullion Market Association (or any successor metals exchange) for such Quarter, calculated by dividing the sum of all such quotations during such Quarter by the number of such quotations.

3.3 Payment of Royalties

- (a) The Company's obligation to pay the Royalties shall accrue and become due and payable upon the shipment and sale of concentrates, doré, Mineral products or ore, as applicable, from the Royalty Property or, if refined gold or refined silver is produced from the Royalty Property, upon the outturn of refined gold and refined silver, as applicable, meeting the requirements of the specified published price to the Company's account. For the purposes of this section, "shipment and sale" includes actual sales, exchanges in kind for any other thing or service or use in a manufacturing process or provision of service.
- (b) No Royalties shall be due upon samples extracted by the Company for metallurgical testing purposes during the Company's exploration or development work on the Royalty Property unless payable metals are recovered from bulk metallurgical testing.
- (c) All calculations in respect of Royalties shall be determined on a Quarterly basis. The Company shall pay the Royalty Holder each Quarter Royalties payment on or before the last Business Day of the month immediately following the end of each Quarter in which the Royalty payment obligation accrued. The Company acknowledges that late payment by the Company to the Royalty Holder of Royalty payments will cause the Royalty Holder to incur costs, the exact amount of which will be difficult to ascertain. Accordingly, if any amount due and payable by the Company is not received by the Royalty Holder within fifteen (15) days after such amount is due, then the Company shall pay to the Royalty Holder a late charge equal to eight percent (8%) of such overdue amount. The Royalty Holder's acceptance of such late charge shall not constitute a waiver of the Company's default with respect to such overdue amount, nor prevent the Royalty Holder from exercising any of the Royalty Holder's other rights and remedies. If any amount payable by the Company remains delinquent for a period in excess of thirty (30) days, the Company shall pay to the Royalty Holder, in addition to the late payment, interest from and after the due date at the statutory interest rate.
- (d) The Company shall make each Royalties payment by delivery of a check payable to Royalty Holder and delivering such check to Royalty Holder at the address listed in this Agreement, or to such other address as Royalty Holder may direct or by direct bank deposit or wire transfer to Royalty Holder's account as Royalty Holder shall designate.

- (e) All Royalties payments shall be accompanied by a statement showing in reasonable detail the quantities and grades of the refined gold, refined silver, concentrates, doré, Mineral products or ore produced from the Royalty Property and sold or deemed sold by the Company Quarterly; the calculation of the Royalties payment as determined as herein provided (including, without limitation, detailed information on costs and other deductions), any available settlement sheets received by the Company from the Refiner and other pertinent information in sufficient detail to explain the calculation of the Royalties payment in the satisfaction of the Royalty Holder, acting reasonably.
- (f) All Royalties payments shall be considered final and in full satisfaction of all obligations of the Company with respect thereto, unless the Royalty Holder gives the Company written notice describing and setting forth a specific objection to the determination thereof within twenty-four (24) months of receipt by the Royalty Holder of a Royalties statement. If the Royalty Holder objects to a particular statement as herein provided, the Royalty Holder shall, for a period of 60 days after the Company's receipt of notice of such objection, have the right, upon reasonable notice and at reasonable time, to have the Company's accounts and records relating to the calculation of the Royalties in question audited by a representative or agent of the Royalty Holder. If such audit determines that there has been a deficiency or an excess in the payment made to the Royalty Holder such deficiency or excess shall be resolved by adjusting the next Royalties payment or credit due hereunder. The Royalty Holder shall pay all costs of such audit unless a deficiency of 5% or more of the amount determined by the Company to be due to the Royalty Holder is determined to exist. The Company shall pay the costs of such audit if a deficiency of 5% or more of the amount due is determined to exist. Failure on the part of the Royalty Holder to make Claim on the Company for adjustment in such six (6) month period shall establish the correctness and preclude the filing of exceptions thereto or making of Claims for adjustment thereon; providing that nothing herein shall limit the time in which the Royalty Holder may commence a proceeding for fraud, concealment or misrepresentation.
- (g) The Royalties shall be in addition to any other royalty due to a Third Party.
- (h) The Company shall have the right of mixing or commingling, at any location and either underground or at the surface, any ores, metals, Minerals, or Mineral products from the Royalty Property with any ores, metals, minerals, or mineral products from other lands, provided that the Company shall determine the weight or volume of, sample and analyze for grade and amenability to process all such ores, metals, minerals and mineral products (including the recovery factor) before the same are so mixed or commingled. Any such determining of weight or volume, sampling and analytical practices and procedures applied by the Company shall be used as the basis of allocation of the Royalties payable to the Royalty Holder hereunder in the event of a sale by the Company of materials so mixed or commingled or of products produced therefrom. Prior to commencement of commercial production on the Royalty Property, the Company shall notify the Royalty Holder how the Company proposes to determine the weight of volume of, sample and analyze all such materials. The Royalty Holder may, within 30 days after receipt of such notice, object thereto in writing, specifying with particularity the grounds for such objection. If the Royalty Holder does not serve a timely objection, the Royalty Holder shall be deemed to have consented to procedures described in the Company's notice. If the Royalty Holder does object to the Company's proposed procedures within such 30-day period, the Company and the Royalty Holder shall attempt for a period of 15 days to reach agreement concerning the procedures to be used. If the Company and the Royalty Holder fail to reach agreement within such 15-day period, either Party may initiate the Dispute procedures in accordance with **section 5.12** of this Agreement, to determine the procedures to be used. Based on its operating experience, the Company may subsequently propose modifications to the approved procedures for determining the weight or volume of, sampling and analyzing ores or mineral products to be mixed or commingled, following the same procedures set forth above. Notwithstanding the foregoing, nothing herein shall require or permit the Operations of the Company or its mixing or commingling or ores, metals, Minerals, or Mineral products from the Royalty Property with any ores, metals, minerals or mineral products from other lands to be hindered, delayed or interrupted pending the determination of the procedures to be used. In the event of any such mixing or commingling, the expenses and costs associated with the ores, metals, Minerals, or Mineral products

from the Royalty Property shall be appropriately reduced to reflect the economic benefit received by the Company from such mixing or commingling.

- (i) The Company may but need not engage in forward sales, future trading or commodity options trading, and other price hedging, price protection, and speculative arrangements ("**Trading Activities**") which may involve the possible delivery of base or precious metals or Minerals produced from the Royalty Property. The Parties acknowledge and agree that the Royalty Holder shall not be entitled to participate in the proceeds or be obligated to share in any losses generated by the Company's Trading Activities and that any Royalties payable pursuant to any Trading Activities will be paid to the Royalty Holder at the time of execution or agreement on the Trading Activities, and not at the time of delivery or conclusion of a transaction pursuant to such Trading Activities, and the calculation of such payments will not allow for the deduction of any costs specific to the Trading Activities.
- (j) If any of the price quotations used in the determination of the Quarterly Average Gold Price or the Quarterly Average COMEX Price cease to exist, cease to be published or should no longer be internationally recognized as the basis for the settlement of bullion contracts (in the case of gold and silver) or as the basis for the settlement of any other applicable commodity, then, upon the request of either of them, the Company and the Royalty Holder shall promptly meet to select a comparable commodity quotation for purposes of this Agreement. The basic objective of such selection shall be to secure the continuity of fair market pricing of refined Minerals. If such selection has not been made prior to the end of the Quarter in which the price quotations became unavailable: (i) the Quarterly Average Gold Price and/or the Quarterly Average COMEX Price, as applicable, for the last complete Quarter for which the price quotations were available shall be used on an interim basis pending such selection; and (ii) the selection of the comparable commodity quotation shall be made by an arbitrator in accordance with this Agreement.

3.4 Acquisition of Royalties. The Parties agree that the Company may acquire from the Royalty Holder, at any time, all of the Royalty Holder's right, title and interest in and to the Royalties hereunder upon payment to the Royalty Holder of the amount of seven million five hundred thousand dollars (\$7,500,000.00), subject to payment by the Company to the Royalty Holder of any other amounts which have become due and payable hereunder and which have not been paid to the Royalty Holder. Each of the Company and the Royalty Holder shall execute all such other agreements, instruments and documents necessary to reflect the acquisition by the Company of the Royalties from the Royalty Holder in accordance with this **section 3.4**.

4. OTHER OBLIGATIONS AND COVENANTS

4.1 Annual Report. The Company shall deliver to the Royalty Holder an Annual Report (defined below) on or before 60 days after the last day of each fiscal Year of the Company. With respect to the information referenced as item (d) in the definition of and included in any Annual Report, the Company makes or will not make any representation or warranty as to the accuracy, reliability or completeness of the same, and the Royalty Holder shall rely on the same at its sole risk. The Parties agree that the Company shall have no obligation to comply with or abide by any of the forecasts or schedules included in the information referenced as item (d) in the definition of and included in any Annual Report, and the Company shall not have any liability to the Royalty Holder or any Third Party with respect to a failure to do so. For the purposes of this **section 4.1**, "**Annual Report**" means a written report, in relation to any calendar Year, detailing: (a) the number of ounces of gold and Other Minerals produced from the Royalty Property; (b) the Gold Net Smelter Returns and Other Minerals Net Smelter Returns which have resulted or which are estimated to result from the gold, silver and Other Minerals referred to in subsection (a); (c) the amount of the Royalties which has been paid to the Royalty Holder with respect to the gold and Other Minerals referred to in subsection (a), in accordance with the provisions of this Agreement; (d) an updated mine operating and development plan and budget which includes updated reserves and resources, forecasted production during the upcoming annual period and any planned drilling and exploration activities within the Royalty Property during the upcoming annual period; (e) details of any material violations of any Applicable Laws (including Environmental Laws), in each case with respect to the Royalty Property; and

(f) a summary of the status of any and all material Permit and Permit applications with respect to the Royalty Property and mining Operations to be conducted thereon during the upcoming annual period.

- 4.2 No Implied Covenants.** The timing, nature, manner and extent of any exploration, development, mining, production and sale of ores, concentrates, and other Mineral product produced from the Royalty Property, if any, shall be at the sole discretion of the Company. No implied covenants or conditions whatsoever shall be read into this Agreement, including without limitation any covenants or conditions relating to exploration, development, prospecting, mining, production or sale of ores, metals, Minerals, mineral rights and other materials, except for the covenants of good faith and fair dealing.
- 4.3 Conveyance.** The Company shall have the right to convey the Royalty Property only if it makes such conveyance or Transfer explicitly subject to the continued existence and application of this Agreement and if such conveyance or Transfer is made subject to the terms and conditions of any other agreement between the Company and the Royalty Holder. The Company shall require any transferee or assignee of any interest in the Royalty Property to assume in writing the obligation to pay the Royalty Holder the Royalties in accordance with the terms and conditions set forth herein, and upon such assumption, the Company shall be released from all liability hereunder with respect to the Transferred interest in the Royalty Property, except for such liability as has accrued prior thereto. Any such Transfer or conveyance which does not include such assumption language shall be void *ab initio*.
- 4.4 Assignment by Royalty Holder.** The Royalty Holder may assign or convey its rights under this Agreement, provided that the Company shall not be bound by any such conveyance or Transfer unless and until it has received a written notice signed by the Royalty Holder and its transferee, which includes the details of such person's or entity's address for notices and by which such transferee agrees to be bound by all of the terms and conditions of this Agreement. Any Transfer of the right to receive any Royalties payments shall in no event require the Company to make payments to more than one person or entity. If the right to receive Royalties payments is Transferred to more than one person or entity, such Transfer shall not be binding upon the Company until the first day of the month following the date on which the Company receives written notice signed by the Royalty Holder and its transferee designating a single agent for receipt of future Royalties payments and for exercising all rights of the Royalty Holder under this Agreement. No change or division in the ownership of the Royalties, however accomplished, shall enlarge the obligations or diminish the rights of the Company.
- 4.5 Treatment of Minerals.** The Company may, but shall not be obligated to, treat, mill, heap leach, sort, concentrate, refine, smelt, or otherwise process, beneficiate or upgrade the ores, concentrates, and other Mineral product produced from the Royalty Property, at sites located on or off the Royalty Property, prior to sale, Transfer, or conveyance to a purchaser, user or other consumer. The Company shall not be liable for Mineral values lost in processing under sound practices and procedures, and no Royalties shall be due on any such lost Mineral values.
- 4.6 Inspections.** Royalty Holder and its authorized agents or representatives, on not less than five (5) days' notice to the Company, may enter upon the Royalty Property for the purpose of inspecting the Royalty Property, all improvements thereto and Operations thereon, as well as inspecting and copying all records and data of the Company, including without limitation electronically-maintained records and data, pertaining to all activities and Operations on or with respect to the Royalty Property. Any such entry or inspection shall be at the risk and expense of the Party conducting the investigation (although the Company shall not be excused from liability for its negligence or misconduct), and may not unreasonably hinder Operations on the Royalty Property.
- 4.7 Stockpiling.** The Company may not stockpile, store or place ores, concentrates, and other Mineral product produced from the Royalty Property off of the Royalty Property unless the Company has first secured from the property owner where such stockpiling, storage or placement is to occur a written agreement, in recordable form, that provides that the Royalty Holder's right to the Royalties shall be preserved.

4.8 Tailing and Residues. All tailing, residues, waste rock, spoiled leach materials, and other materials (collectively “**Materials**”) resulting from the Company's Operations and activities on the Royalty Property shall be the sole property of the Company, but shall remain subject to the obligation to pay the Royalties should the same be processed or reprocessed, as the case may be, in the future and result in the production of ores, concentrates, and other mineral product produced from the Royalty Property. Notwithstanding the foregoing, the Company shall have the right to dispose of Materials from any property, whether on or off the Royalty Property, and to commingle the same with Materials from other properties, provided sufficient commercially reasonable metallurgical testing has been completed so as to later determine the Royalties payable thereon. In the event Materials are processed or reprocessed, as the case may be, the Royalties applicable thereto shall be determined on a pro rata basis as determined by using the best engineering and technical practices then available.

4.9 Covenant Running with Land. The Royalties and all of the covenants, conditions, and terms of this Agreement shall (a) be of benefit to the Parties, (b) run as a covenant with the Royalty Property and the ground covered thereby (including any interest derived from the federal government in the event of the amendment or repeal of the General Mining Law of 1872), and (c) bind and inure to the benefit of the Parties and their respective successors and assigns (including any Third Party who acquires any interest in the Royalty Property). The Royalties, this Agreement and the performance of the provisions hereof attaches to the Royalty Property and shall remain an obligation of all persons who subsequently acquire, receive or obtain all or any interest in the Royalty Property in whatever fashion. The Royalties shall attach to any amendments, relocations, restakings or conversions of any of the unpatented mining claims comprising a portion of the Royalty Property, or any real property interests which replace those claims which are created by amendments to federal or state mining laws or otherwise.

4.10 Maintenance of the Royalty Property

- (a) From and after the date of this Agreement coming into effect, the Company shall maintain good title to the Royalty Property, including, (i) paying when due all taxes on or with respect to the Royalty Property, timely paying when due all claim maintenance and other fees and costs required to maintain the unpatented mining claims and leases comprising a portion of the Royalty Property and timely making all filings and recordings associated therewith in the appropriate federal, state and county governmental offices, and timely making all payments required in connection with such filings and recordings, and (ii) taking all other actions and making all other payments necessary or appropriate to maintain the right, title and interest of the Company in the Royalty Property and under this Agreement. Notwithstanding the foregoing, the Company shall have the right to abandon unpatented mining claims and terminate leases and other property interests forming part of the Royalty Property, provided that the Company first provides the Royalty Holder with four (4) months advance written notice from the next annual maintenance fee payment due date of the Company's intent to abandon such unpatented mining claims or terminate such leases or other property interests, in which case the Royalty Holder can elect to receive conveyances of such unpatented mining claims or leases or other property interests for a purchase price of \$10 and otherwise reasonably acceptable in form and substance to the Royalty Holder; *provided, however*, that any such abandonment or termination of a property interest must be consistent with prudent mining practices. In the event of any conveyance of a leasehold interest to the Royalty Holder pursuant hereto, the Royalty Holder shall take and assume such interest subject to the terms and conditions of such lease.
- (b) The Company shall provide to Royalty Holder proof of performance of all Royalty Property maintenance obligations referenced in **section 4.10(a)** at least fifteen (15) days before the applicable contractual, regulatory or statutory deadline for such maintenance obligations.
- (c) If any unpatented mining claim, lease or other property interest forming part of the Royalty Property, or the Company's rights to mine or extract ores, concentrates, and other mineral product therefrom, is voluntarily abandoned, surrendered or relinquished by the Company, and within five (5) Years thereafter the Company or any of its Affiliates or subsidiaries restakes and/or locates any portion of the ground covered thereby or otherwise acquires any direct or indirect right to use such Royalty Property or to mine

or extract ores, concentrates, and other mineral product from such Royalty Property, such interest shall be subject to the Royalties.

4.11 Refiner.

- (a) It is the intention of the Parties that the Refiner will be at all times be an arm's length, independent Third Party. If at any point in time the Refiner becomes a related party of a Party, the calculation of amounts paid by such Refiner will be adjusted so as to reflect amounts paid by arm's length refiners of the same materials for quantities and qualities applicable in the industry at that time.
- (b) The Royalty Holder will be provided with a complete, unredacted copy of all agreements and amendments in place with any Refiner during the time this Agreement is in effect within five (5) Business Days of such agreement and/or amendment coming into effect.
- (c) All agreements with a Refiner will be on commercially reasonable terms consistent with market practice at the time such agreements are entered into.

5. GENERAL

5.1 Time of Essence. Time is of the essence in this Agreement.

5.2 Currency. All dollar amounts expressed in this Agreement are in Canadian currency, including any reference to "dollars" or "\$".

5.3 Notices.

- (a) A notice, demand, consent or other communication given or made under this Agreement ("**Notice**") must be in writing, signed by the sender and either left at the delivery address or sent to the addressee by courier or email. Any Notice given or made under this Agreement will be deemed to be duly given or made:
 - (i) in the case of delivery in person, when delivered;
 - (ii) in the case of delivery by courier, two Business Days after the date of posting (if posted to an address in the same country) or 5 Business Days after the date of posting (if posted to an address in another country); and
 - (iii) in the case of delivery by email, on the date of delivery provided that no failed delivery message has been automatically returned,

but if the result is that a Notice would be taken to be given or made on a day which is not a Business Day in the place to which the Notice is sent or is later than 4:30 pm (local time) it will be taken to have been duly given or made at the commencement of business on the next Business Day in that place.

- (b) Each Party's delivery address and email address will be as specified in **section 5.3(c)** or as notified in writing from time to time to the other Party.
- (c) Any Notice given or made under this Agreement must be delivered to the intended recipient by hand, courier or email to the address or email address below or the address or email address last notified by the intended recipient to the sender:
 - (i) to Company:

Prestwick Capital Corporation Limited
c/o 1250, 639 – 5th Avenue SW
Calgary, Alberta
T2P 0M9

Attention: CEO

Email: gordon@modernfinancelaw.com

(ii) to the Royalty Holder

Champion Electric Metals Inc.
c/o 401 Bay St., Suite 2704
Toronto, Ontario
M5H 2Y4

Attention: Jonathan Buick, CEO

Email: [email address redacted]

- 5.4 Rule Against Perpetuities.** In the event a court of competent jurisdiction determines that the term or any other provision of this Agreement violates the Rule Against Perpetuities, then the term of this Agreement shall automatically be revised and reformed to coincide with the maximum term permitted by the Rule Against Perpetuities, or such other provision shall automatically be revised and reformed as necessary to comply with the Rule Against Perpetuities, and this Agreement shall not be terminated solely as a result of a violation of the Rule Against Perpetuities.
- 5.5 Additional Documents; Further Assurances.** The Parties shall from time to time execute and deliver all such further instruments, certificates and documents and do all such further actions and things as may be necessary or appropriate to fully perform, effectuate and carry out the purposes of this Agreement.
- 5.6 Amendments.** This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by means of a written instrument that has been executed by the Party or Parties to be bound.
- 5.7 No Partnership.** Nothing in this Agreement shall create or be construed to create, expressly or by implication, a joint venture, mining partnership, commercial partnership, or other partnership relationship between the Parties. In addition, the Parties acknowledge and agree that nothing in this Agreement shall create or be deemed to create any fiduciary relationship between the Company and the Royalty Holder or to create any right or obligation on the part of either of them to act as the agent for or otherwise on behalf of the other.
- 5.8 Royalty Property Operations.** As between the Company and the Royalty Holder, the Company shall have exclusive control and authority over all matters relating to the Royalty Property, including all business, Operations and activities thereon.
- 5.9 Assignment.** This Agreement shall inure to the benefit of and will be binding upon the Parties and their respective successors and permitted assigns; provided, that the Company shall not sell, assign, Transfer or convey this Agreement except in accordance with **section 4.3**. Subject to **section 4.4**, the Royalty Holder may, at any time, without the consent of the Company, Transfer or assign all or any part of this Agreement.
- 5.10 Severance of Invalid Provisions.** If and for so long as any provision of this Agreement shall be determined to be invalid for any reason whatsoever, such invalidity shall not affect the validity or

operation of any other provision of this Agreement except only so far as shall be necessary to give effect to the construction of such invalidity, and any such invalid provision shall be deemed severed from this Agreement without affecting the validity of the balance of this Agreement.

5.11 Recording. The Parties agree that the Royalty Holder may, and shall, record this Agreement (or a memorandum or short form of this Agreement) in every county in which the Minerals are extracted. The Parties also agree that the Royalty Holder may make such filings and take such steps as it deems reasonably necessary to preserve and protect its rights under this Agreement and that the Company will cooperate with the Royalty Holder in such matters.

5.12 Disputes.

- (a) The Parties agree that any Dispute, controversy or Claim arising out of or relating to this Agreement or the subject matter hereof, or the breach, termination, or invalidity of this Agreement, shall be settled solely in accordance with the Dispute provisions set forth in this **section 5.12**.
- (b) If a Dispute arises then a Party who requires the Dispute to be resolved in accordance with this **section 5.12** shall give to the other Parties a notice ("**Dispute Notice**") specifying the Dispute.
- (c) If the Dispute is not resolved within 10 Business Days after a Dispute Notice is given by a Party to the other Parties, each Party shall nominate promptly one representative from its senior management to resolve the Dispute (each, a "**Dispute Representative**"), who shall negotiate in good faith using their respective commercially reasonable efforts to attain a resolution of the Dispute.
- (d) If the Dispute is not resolved within 10 Business Days of the Dispute being referred to the respective Dispute Representatives, then the Parties agree to submit the Dispute to non-binding mediation and must agree upon an independent mediator and the process for mediation.
- (e) During the existence of any Dispute, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to their position in respect of such Dispute, unless the Parties otherwise agree.

15.13 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all Parties had all signed the same document. All counterparts will be construed together and will constitute one and the same agreement.

15.14 Execution – Authorized Officer to Sign. Each person signing this Agreement as an authorized officer of a Party hereby represents and warrants that he or she is duly authorized to sign this Agreement for that Party and that this Agreement will, upon having been so executed, be binding on that Party in accordance with its terms.

[SIGNATURE PAGES FOLLOW]

The Parties, intending to be contractually bound, have entered into this Agreement as of the date set forth above.

**PRESTWICK CAPITAL CORPORATION
LIMITED**

By: _____
Name:
Title:

This record was acknowledged before me on _____, 2024, by [Name exactly as it appears above], [title] of Prestwick Capital Corporation Limited, an Alberta, Canada corporation.

WITNESS my hand and official seal.

Notary Public, in and for the Province of [Alberta]

My Commission Expires: _____

CHAMPION ELECTRIC METALS INC.

By: _____

Name:

Title:

This record was acknowledged before me on _____, 2024, by [Name exactly as it appears above],
[title] of Champion Electric Metals, Inc., an Ontario, Canada corporation.

WITNESS my hand and official seal.

Notary Public, in and for the Province of [Ontario]

My Commission Expires: _____

SCHEDULE 1 – DEFINITIONS

- (a) **"Affiliate"** has the meaning ascribed to such term under the *Securities Act* (Alberta);
- (b) **"Agreement"** means this NSR royalty agreement and grant of royalty and its schedules, as amended and modified from time to time;
- (c) **"Anti-Bribery Laws"** means any laws enacted under any applicable jurisdiction which regulates the use of criminal acts, such as bribery, corruption, conflicts of interest or related or similar offenses in any country where the entity is conducting business. This includes, the *Foreign Corrupt Practices Act 1977, as amended*, (United States of America), the *Bribery Act 2010* (UK), the *OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions* and *Corruption of Foreign Public Officials Act* (Canada) and any other similar laws or regulations in any other jurisdiction relating to corruption, bribery, ethical business conduct, money laundering, political contributions, gifts and gratuities, or lawful expenses to public officials and private persons and laws requiring the disclosure of agency relationships or commissions and the anticorruption rules of any public international organization or international financial institution with which a Party does business;
- (d) **"Applicable Law"** or **"Applicable Laws"** means any applicable laws with respect to any Person, including the common law and any federal, national, state, regional, provincial, territorial, municipal or local commercial, securities, corporate, Tax, personal land use and zoning, sanitizing, occupational health and safety, real property, security, competition, mining, environmental, water, energy, investment, property ownership laws, Anti-Bribery Laws, Environmental Laws and other laws (whether statutory, common or otherwise), and any constitution, treaty, convention, ordinance, code, statute, rule, regulation, order, injunction, judgment, directive, decree, ruling, guideline, policy or other similar requirement enacted, adopted, promulgated, issued or applied by a Governmental Authority that is binding upon or applicable to such Person, as amended unless expressly specified otherwise;
- (e) **"Business Day"** means any day other than a Saturday, Sunday or a public or statutory holiday in the place where an act is to be performed or a payment or delivery of notice is to be made;
- (f) **"Claim"** means any claim, action, damage, loss (including loss arising from a withheld or abated payment under this Agreement), liability, cost, charge, expense, outgoing, payment or demand of any nature and whether present or future, fixed or unascertained, actual or contingent and whether at law, in equity, under statute, contract or otherwise;
- (g) **"Company"** has the meaning given in the recitals to this Agreement;
- (h) **"Dispute"** means any dispute, question or difference of opinion arising out of or in connection with this Agreement;
- (i) **"Dispute Notice"** has the meaning given in **section 5.12(b)**;
- (j) **"Dispute Representative"** has the meaning given in **section 5.12(b)**;
- (k) **"Encumbrance"** means any encumbrance or title defect of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by Applicable Law, including any mortgage, lien, charge, pledge or security interest, whether fixed or floating, or any assignment, lease, option, right of pre-emption, privilege, encumbrance, easement, hypothec, pledge, title retention agreement, reservation of title, servitude, right of way, restrictive covenant, right of use, license or license fee, royalty, production payment, trust, back-in rights, rights of first refusal or offer, or any matter capable of registration against title or any other right or claim of any kind or nature whatever which affects ownership or possession of, or title to, any interest in, or the right to use or occupy, property or assets; and **"Encumber"** means to create an Encumbrance on real or personal property; and words such as **"Encumbered"** and **"Encumbering"** have corresponding meanings;

- (l) **“Environmental Laws”** means Applicable Laws aimed at reclamation or restoration of the Royalty Property and real estate or mineral claims in general; abatement, mitigation, remediation, or cleanup of pollution pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or materials or wastes; protection of human health and the environment; protection of wildlife, including endangered species; preservation, degradation, loss, damage, restoration, replacement or reclamation of natural resources; ensuring public safety from environmental hazards; protection of cultural or historic resources; management, storage or control of hazardous materials or substances; releases or threatened releases or migration of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or materials into, within, or through the environment, including ambient air, surface water, soil, soil gas, subsurface strata, and groundwater; and all other Applicable Laws relating to the generating, manufacturing, processing, distribution, use, treatment, storage, disposal, handling or transport of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or hazardous wastes;
- (m) **“Governmental Authority”** means any federal, state, provincial, territorial, regional, municipal or local government or authority, quasi government authority, including any governmental division, department, agency, body, commission, instrumentality, official, fiscal or judicial body, government or self-regulatory organization, commission, board, tribunal, organization, stock exchange, court, arbitrator, arbitration panel or tribunal, any central bank or similar monetary or regulatory authority or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing, any wholly or partially state-owned or government-owned entity or enterprise or any public international organisation having jurisdiction or authority over the Parties or the subject matter of this Agreement, and also includes any:
- (i) individual who is employed by or acting on behalf of a Governmental Authority;
 - (ii) political party, party official or candidate;
 - (iii) individual who holds or performs the duties of an appointment, office or position created by custom or convention; or
 - (iv) individual who holds himself out to be authorised intermediary of any person specified in paragraphs (i), (ii) or (iii) above;
- (n) **“Mineral Rights”** means mineral claims, patented mines, patented mining claims, unpatented mines, unpatented mining claims, lode claims, placer claims, tunnel rights, mill sites, mineral rights, surface rights, prospecting Permits, mine sites, exploration Permits, mining Permits, mining or mineral leases, mineral concessions and other forms of tenure or other rights to Minerals or to work upon land for the purpose of exploring for, developing or extracting Minerals under any form of title recognized under the Applicable Laws, whether contractual, statutory or otherwise, or any interest therein;
- (o) **“Minerals”** means any and all ores and minerals, precious and base, metallic and non-metallic (and concentrates derived therefrom), in, on, within or under the Royalty Property which may lawfully be explored for, mined and sold;
- (p) **“Notice”** or **“notice”** has the meaning given in **section 5.3(a)**;
- (q) **“Operations”** means every kind of work done, or activity performed by the operator on or in respect of the Royalty Property including investigating, prospecting, exploring, sampling, assaying, developing, analysing, property maintenance, preparation of reports, estimates and studies, filing assessment work, surveying, designing, equipping improving, construction and mining, milling, concentrating, rehabilitation, reclamation and environmental protection, and any management and administration necessary to conduct the foregoing work or activities;
- (r) **“Option Agreement”** has the meaning given in the recitals to this Agreement;
- (s) **“Other Assets”** means those assets listed under “Other Assets” in **Schedule 2**;

- (t) **"Other Rights"** means any interest in real property, whether freehold, leasehold, license, right of way, easement, entry, right to work, and any other surface, Permit or other right in relation to real property, and any right, license or Permit in relation to the use or diversion of water, but excluding any Mineral Rights;
- (u) **"Parties"** means the parties to this Agreement, and **"Party"** means one of such party, or a particular such party, as the context requires;
- (v) **"Payment #2 Date"** has the meaning as set out in the Option Agreement.
- (w) **"Permit"** or **"Permits"** means any license, permit, certificate, consent, order, grant, approval, classification, registration, exemption, right or other authorization of or from any Governmental Authority in connection with the Royalty Property or Operations, but excluding Other Rights;
- (x) **"Person"** includes an individual, general partnership, limited partnership, corporation, company, limited liability company, unincorporated association, unincorporated syndicate, unincorporated organization, joint venture, Governmental Authority, trust, trustee, executor, administrator or other legal representative;
- (y) **"Royalty Holder"** has the meaning given in the recitals to this Agreement;
- (z) **"Royalty Property"** means (i) those Mineral Rights, Other Rights, Other Assets and Permits listed in **Schedule 2**; and (ii) any present or future renewal, extension, modification, substitution, amalgamation or variation of any of those Mineral Rights, Other Rights, Other Assets and Permits described in **Schedule 2** or Mineral Rights or Other Rights that derive directly from those Mineral Rights, Other Rights, Other Assets and Permits described in **Schedule 2** (whether granting or conferring the same or lesser rights and whether extending over the same or a lesser domain);
- (aa) **"Royalties"** has the meaning given in **section 3.1**;
- (bb) **"Tax"** or **"Taxes"** means all federal, state, provincial, territorial, regional, county, municipal, local or foreign taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a Governmental Authority, including (i) any gross income, net income, gross receipts, business, royalty, capital, capital gains, goods and services, value added, severance, stamp, franchise, occupation, premium, capital stock, sales and use, real property, land transfer, personal property, *ad valorem*, transfer, license, profits, windfall profits, environmental, payroll, employment, employer health, pension plan, anti-dumping, countervail or excise tax; (ii) all withholdings on amounts paid to or by the relevant Person; (iii) all employment insurance premiums, government pension plan contributions or premiums; (iv) any fine, penalty, interest, or addition to tax; (v) any tax imposed, assessed, or collected or payable pursuant to any tax-sharing agreement or any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency, or fee; and (vi) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of Applicable Law;
- (cc) **"Third Party"** means any Person other than a Party hereto or an Affiliate of a Party hereto;
- (dd) **"Trading Activities"** has the meaning given in **section 3.3(i)**;
- (ee) **"Transfer"** when used as a verb, means to sell, grant, assign, create an Encumbrance, pledge or otherwise convey, or dispose of or commit to do any of the foregoing, or to arrange for substitute performance by an Affiliate or Third Party (except as permitted under this Agreement), either directly or indirectly; and, when used as a noun, means such a sale, grant, assignment, creation of an Encumbrance or pledge or other conveyance or disposition, or such an arrangement; and words such as **"Transferred"** and **"Transferring"** shall have corresponding meanings; and
- (ff) **"Year"** means each period of 12 consecutive months.

SCHEDULE 2 - PROPERTY DESCRIPTION

Mineral Rights - Unpatented Mining Claims

Claim Name	Serial Number	Last Assmt Year	Location Date	Acreage
BC 1	ID101579824	2023	11/10/2016	20.66
BC 2	ID101579825	2023	11/10/2016	20.66
BC 3	ID101579826	2023	11/10/2016	20.66
BC 4	ID101579827	2023	11/10/2016	17.91
BC 5	ID101579828	2023	11/10/2016	4.13
BC 6	ID101579829	2023	11/10/2016	2.33
BC 7	ID101579830	2023	11/10/2016	8.42
BC 8	ID101579831	2023	11/10/2016	3.61
BC 9	ID101579832	2023	11/9/2016	8.42
BC 10	ID101579833	2023	11/9/2016	16.69
BC 11	ID101579834	2023	11/9/2016	20.66
BC 12	ID101579835	2023	11/9/2016	20.66
BC 13	ID101579836	2023	11/9/2016	20.66
BC 14	ID101579837	2023	11/9/2016	20.66
BC 15	ID101579838	2023	11/9/2016	20.66
BC 16	ID101579839	2023	11/9/2016	20.66
BC 17	ID101579840	2023	11/9/2016	20.66
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BC 25	ID101821024	2023	11/9/2016	20.66
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BC 27	ID101821026	2023	11/9/2016	20.66
BC 28	ID101821027	2023	11/9/2016	20.66
BC 29	ID101821028	2023	11/9/2016	20.66
BC 30	ID101892612	2023	6/13/2020	20.66
BC 31	ID101892613	2023	6/13/2020	20.66
BC 32	ID101893918	2023	6/13/2020	20.66
BC 33	ID101893919	2023	6/13/2020	20.66
BC 34	ID101821029	2023	11/9/2016	20.66
BC 35	ID101821030	2023	11/9/2016	20.66
BC 36	ID101821031	2023	11/9/2016	20.66
BC 37	ID101821032	2023	11/9/2016	20.66
BC 38	ID101821033	2023	11/9/2016	20.66
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BC 86	ID101630469	2023	11/7/2017	20.66
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BC 88	ID101630471	2023	11/7/2017	20.66

Claim Name	Serial Number	Last Assmt Year	Location Date	Acreage
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BC 46	ID101821041	2023	11/9/2016	20.66
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BC 58	ID101822401	2023	11/9/2016	20.66
BC 59	ID101822402	2023	11/9/2016	20.66
BC 60	ID101822403	2023	11/9/2016	20.66
BC 61	ID101822404	2023	11/9/2016	20.66
BC 62	ID101822405	2023	11/9/2016	20.66
BC 63	ID101822406	2023	11/9/2016	20.66
BC 64	ID101822407	2023	11/9/2016	20.66
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BC 66	ID101822409	2023	11/9/2016	20.66
BC 67	ID101822410	2023	11/9/2016	20.66
BC 68	ID101822411	2023	11/9/2016	20.66
BC 69	ID101599691	2023	11/18/2017	20.66
BC 70	ID101599692	2023	11/18/2017	20.66
BC 71	ID101599693	2023	11/15/2017	20.66
BC 72	ID101599694	2023	11/15/2017	20.66
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BC 74	ID101599696	2023	11/15/2017	20.66
BC 75	ID101599697	2023	11/14/2017	20.66
BC 76	ID101599698	2023	11/14/2017	20.66
BC 115	ID101631470	2023	11/18/2017	20.66
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BC 122	ID101631477	2023	11/17/2017	20.66
BC 123	ID101631478	2023	11/17/2017	20.66
BC 124	ID101631479	2023	11/17/2017	20.66
BC 125	ID101632426	2023	11/17/2017	20.66
BC 126	ID101632427	2023	11/17/2017	20.66

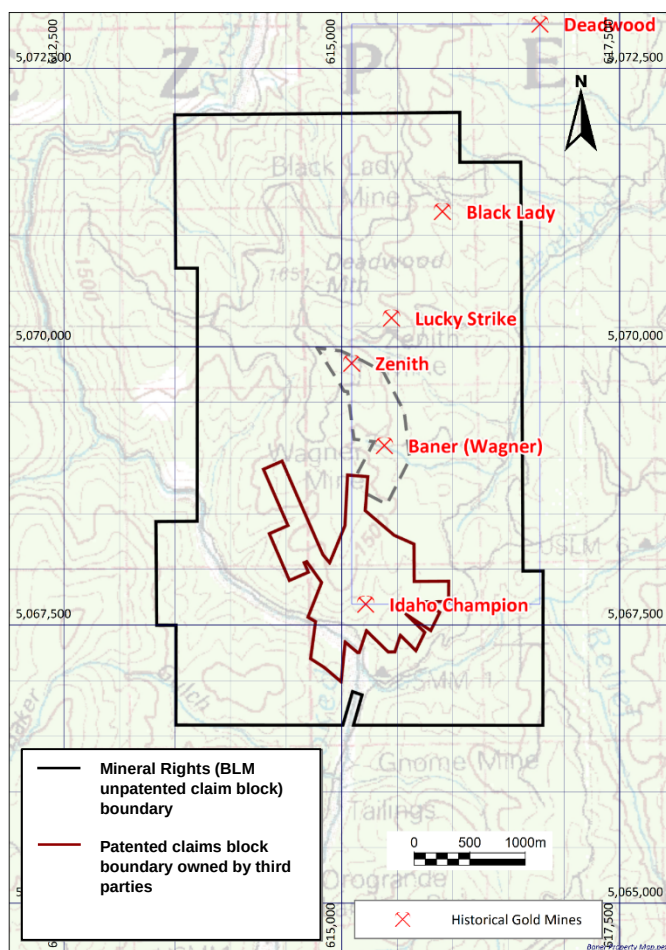
Claim Name	Serial Number	Last Assmt Year	Location Date	Acreage
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BC 92	ID101630475	2023	11/14/2017	20.66
BC 93	ID101630476	2023	11/15/2017	20.66
BC 94	ID101630477	2023	11/15/2017	20.66
BC 95	ID101630478	2023	11/15/2017	20.66
BC 96	ID101630479	2023	11/15/2017	20.66
BC 97	ID101630480	2023	11/18/2017	20.66
BC 98	ID101630481	2023	11/18/2017	20.66
BC 99	ID101630482	2023	11/18/2017	20.66
BC 100	ID101630483	2023	11/18/2017	20.66
BC 101	ID101630484	2023	11/15/2017	20.66
BC 102	ID101630485	2023	11/15/2017	20.66
BC 103	ID101631458	2023	11/15/2017	20.66
BC 104	ID101631459	2023	11/15/2017	20.66
BC 105	ID101631460	2023	11/14/2017	20.66
BC 106	ID101631461	2023	11/14/2017	20.66
BC 107	ID101631462	2023	11/8/2017	20.66
BC 108	ID101631463	2023	11/8/2017	20.66
BC 109	ID101631464	2023	11/14/2017	20.66
BC 110	ID101631465	2023	11/14/2017	20.66
BC 111	ID101631466	2023	11/15/2017	20.66
BC 112	ID101631467	2023	11/15/2017	20.66
BC 113	ID101631468	2023	11/15/2017	20.66
BC 114	ID101631469	2023	11/15/2017	20.66
BC 153	ID101633481	2023	11/4/2017	20.66
BC 154	ID101633482	2023	11/4/2017	20.66
BC 155	ID101633483	2023	11/4/2017	20.66
BC 156	ID101633484	2023	11/4/2017	20.66
BC 157	ID101633485	2023	11/5/2017	20.66
BC 158	ID101633486	2023	11/5/2017	20.66
BC 159	ID101633487	2023	11/5/2017	20.66
BC 160	ID101633488	2023	11/5/2017	20.66
BC 161	ID101633489	2023	11/4/2017	20.66
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BC 163	ID101634581	2023	11/5/2017	20.66
BC 164	ID101634582	2023	11/5/2017	20.66
BC 165	ID101634583	2023	11/5/2017	20.66
BC 166	ID101634584	2023	11/5/2017	20.66
BC 167	ID101634585	2023	11/5/2017	20.66
BC 168	ID101634586	2023	11/5/2017	20.66
BC 169	ID101634587	2023	11/5/2017	20.66
BC 170	ID101634588	2023	11/5/2017	20.66
BC 171	ID101634589	2023	11/6/2017	20.66
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BC 173	ID101634591	2023	11/6/2017	20.66
BC 174	ID101634592	2023	11/6/2017	20.66
BC 175	ID101634593	2023	11/6/2017	20.66
BC 176	ID101634594	2023	11/6/2017	20.66
BC 177	ID101634595	2023	11/6/2017	20.66

Claim Name	Serial Number	Last Assmt Year	Location Date	Acreage
BC 127	ID101632428	2023	11/17/2017	20.66
BC 128	ID101632429	2023	11/17/2017	20.66
BC 129	ID101632430	2023	11/17/2017	20.66
BC 130	ID101893920	2023	6/13/2020	20.66
BC 131	ID101632431	2023	11/17/2017	20.66
BC 132	ID101632432	2023	11/16/2017	20.66
BC 133	ID101632433	2023	11/16/2017	20.66
BC 134	ID101632434	2023	11/16/2017	20.66
BC 135	ID101632435	2023	11/16/2017	20.66
BC 136	ID101632436	2023	11/4/2017	20.66
BC 137	ID101632437	2023	11/4/2017	20.66
BC 138	ID101632438	2023	11/4/2017	20.66
BC 139	ID101893921	2023	6/13/2020	20.66
BC 140	ID101632439	2023	11/16/2017	20.66
BC 141	ID101632440	2023	11/16/2017	20.66
BC 142	ID101632441	2023	11/16/2017	20.66
BC 143	ID101632442	2023	11/4/2017	20.66
BC 144	ID101632443	2023	11/4/2017	20.66
BC 145	ID101632444	2023	11/4/2017	20.66
BC 146	ID101632445	2023	11/4/2017	20.66
BC 147	ID101632446	2023	11/4/2017	20.66
BC 148	ID101632447	2023	11/4/2017	20.66
BC 149	ID101633477	2023	11/4/2017	20.66
BC 150	ID101633478	2023	11/4/2017	20.66
BC 151	ID101633479	2023	11/4/2017	20.66
BC 152	ID101633480	2023	11/4/2017	20.66
BC 185	ID101635710	2023	11/7/2017	20.66
BC 186	ID101635711	2023	11/7/2017	13.01
BC 187	ID101635712	2023	11/7/2017	2.8
BC 188	ID101635713	2023	11/9/2017	2.75
BC 189	ID101635714	2023	11/9/2017	2.41
BC 190	ID101635715	2023	11/14/2017	4.82
BC 191	ID101635716	2023	11/9/2017	2.066
BC 192	ID101635717	2023	11/9/2017	4.13
BC 193	ID101635718	2023	11/8/2017	20.66
BC 194	ID101635719	2023	11/7/2017	20.66
BC 195	ID101635720	2023	11/7/2017	20.66
BC 196	ID101635721	2023	11/7/2017	20.66
BC 197	ID101635722	2023	11/7/2017	20.66
BC 198	ID101635723	2023	11/8/2017	20.66
BC 199	ID101635724	2023	11/8/2017	20.66
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BC 201	ID101635726	2023	11/7/2017	20.66
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TARTARUS NO 2	ID101481637	2023	7/22/1926	20.66
TARTARUS NO 3	ID101302939	2023	7/22/1926	20.66
TARTARUS NO 4	ID101481264	2023	7/22/1926	20.66
NYMPF	ID101484499	2023	4/3/1916	20.66

Claim Name	Serial Number	Last Assmt Year	Location Date	Acreage
BC 178	ID101634596	2023	11/6/2017	20.66
BC 179	ID101634597	2023	11/6/2017	20.66
BC 180	ID101634598	2023	11/6/2017	20.66
BC 181	ID101634599	2023	11/6/2017	20.66
BC 182	ID101634600	2023	11/6/2017	20.66
BC 183	ID101634601	2023	11/7/2017	20.66
BC 184	ID101634602	2023	11/7/2017	20.66

Claim Name	Serial Number	Last Assmt Year	Location Date	Acreage
GNOME	ID101435067	2023	4/3/1916	20.66
DRYAD	ID101481274	2023	4/3/1916	20.66
SPOOK	ID101459407	2023	4/3/1916	20.66
KATYDID	ID101482981	2023	7/6/1940	20.66
SUCCESS NO 1	ID101430680	2023	6/20/1946	20.66
SUCCESS NO 2	ID101375211	2023	6/22/1946	20.66

Map of Mineral Rights



Other Rights

All Other Rights attaching to the Mineral Rights set out in this Schedule 2 above.

Other Assets

All reports, maps, drill cores, assay results, geological information, models, reports and other technical data related to the Property in the possession and control of the Champion Parties.

Permits

Not applicable.

SCHEDULE 4 – FORM OF ESCROW AGREEMENT

[starting on next page]

ESCROW AGREEMENT

THIS AGREEMENT is made effective as of the [insert day] day of [insert month], 2024

AMONG:

PRESTWICK CAPITAL CORPORATION LIMITED, a corporation incorporated under the laws of Alberta, Canada having an address at 1250, 639 – 5th Avenue SW, Calgary, Alberta T2P 0M9 (the “**Company**”)

AND:

CHAMPION ELECTRIC METALS INC., a corporation incorporated under the laws of Ontario, Canada having an address at 401 Bay St., Suite 2704, Toronto, Ontario M5H 2Y4, and the undersigned **CHAMPION PARTIES**, (collectively referred to herein as “**Champion**” or “**Champion Parties**”)

AND:

ALLIANCE TRUST COMPANY, a trust company registered under the laws of Alberta, Canada, having an office in the City of Calgary, Alberta (“**Escrow Agent**”)

INTRODUCTION:

- A. By an Option Agreement dated July 22, 2024, as amended, between the Company, Champion and Champion Parties (the “**Option Agreement**”), the Company (directly or indirectly through its Affiliate) owns and holds or has an option to purchase the Property.
- B. It is a condition of the Transaction Completion that the Company and Champion execute and deliver this Agreement and that Champion deposit in escrow with the Escrow Agent, common shares in the capital of the Company issued to Champion in accordance with the grant and exercise of the Option in accordance with the Option Agreement, to be held in accordance with the terms of this Agreement.

IN CONSIDERATION OF the premises hereto and the covenants and agreements contained herein and in the Option Agreement, the parties hereto covenant and agree as follows:

1. Definitions

Capitalized terms used in this Agreement and not otherwise defined have the meanings given to them in the Option Agreement.

2. Appointment of Escrow Agent

The Company and Champion hereby appoint the Escrow Agent to act as escrow agent on the terms and conditions set forth in this Agreement and the Escrow Agent accepts such appointment on such terms and conditions.

3. Delivery of Escrowed Securities in Escrow

(a) Champion hereby:

- (i) places and deposits in escrow with the Escrow Agent to be held in escrow under this Agreement, the 1,100,000 Common Shares (including any certificates, DRS or replacement securities) issued to Champion on the Transaction Completion (as set forth in section 2.1(c)(i)(B) of the Option Agreement);

- (ii) agrees it will immediately delivery, place and deposit in escrow with the Escrow Agent to be held in escrow under this Agreement, any Common Shares (including any certificates, DRS or replacement securities) issued to Champion pursuant to the exercise prior to the Payment #1 Date of those warrants of the Company issued to Champion on the Transaction Completion (as set forth in section 2.1(c)(i)(B) of the Option Agreement);
- (iii) agrees it will immediately delivery, place and deposit in escrow with the Escrow Agent to be held in escrow under this Agreement, the 200,000 Common Shares (including any certificates, DRS or replacement securities) if issued to Champion on the Payment #1 Date (as set forth in section 2.1(c)(ii)(B) of the Option Agreement); and
- (iv) agrees it will immediately delivery, place and deposit in escrow with the Escrow Agent to be held in escrow under this Agreement, any Common Shares (including any certificates, DRS or replacement securities) issued to Champion pursuant to the exercise prior to the Payment #2 Date of those warrants of the Company if issued to Champion on the Payment #1 Date (as set forth in section 2.1(c)(ii)(C) of the Option Agreement).

When this Agreement refers to “**Escrowed Securities**”, it collectively refers to and includes the Common Shares referenced in this **Section 3(a)(i) through (iv)** above and the Additional Escrowed Securities (defined below).

- (b) If Champion receives any other securities of the Company (“**Additional Escrowed Securities**”):
 - (i) as a dividend or other distribution on the Escrowed Securities;
 - (ii) on the exercise of a right of purchase, conversion or exchange attaching to the Escrowed Securities, including securities received on conversion of special warrants;
 - (iii) on a subdivision, or compulsory or automatic conversion or exchange of the Escrowed Securities; or
 - (iv) from a successor issuer in a business combination,

such Additional Escrowed Securities will be deposited in escrow with the Escrow Agent, as applicable. Champion shall deliver or cause to be delivered to the Escrow Agent any certificates/DRS statements (as applicable) or other evidence of those Additional Escrowed Securities.

4. Receipt of Certain Escrowed Securities

Concurrent with the execution hereof, the Escrow Agent acknowledges receipt of the certificates/DRS statements (as applicable) representing the 1,100,000 Escrowed Securities referenced in **Section 3(a)(i)** and the Escrow Agent agrees to hold the certificates/DRS statements (as applicable) representing those Escrowed Securities in accordance with the provisions of this Agreement and the Option Agreement.

5. Direction to Escrow Agent

The Company and Champion direct the Escrow Agent to hold the Escrowed Securities in escrow until they are released from escrow under this Agreement and the Option Agreement.

6. Release of Escrowed Securities

The Escrow Agent, the Company and Champion acknowledge that the Escrowed Securities are being placed and are to be placed in escrow and will be held in escrow by the Escrow Agent to be released in accordance with **Schedule A** hereto.

7. Release of Additional Escrowed Securities

If Champion acquires Additional Escrowed Securities in connection with the transaction to which this Agreement relates, those Additional Escrowed Securities will be added to the securities already in escrow, to increase the number of remaining Escrowed Securities. After that, all of the securities in escrow under this Agreement will be released in accordance with **Schedule A** hereto.

8. Delivery of Share Certificates/DRS for Escrowed Securities

The Escrow Agent will send to Champion any share certificates/DRS or other evidence of Champion's Escrowed Securities in the possession of the Escrow Agent released from escrow as soon as reasonably practicable after the release.

9. Replacement Certificates

If, on the date any of Champion's Escrowed Securities are to be released, the Escrow Agent holds a share certificate or other evidence representing more Escrowed Securities than are to be released, the Escrow Agent shall deliver the share certificate/DRS or other evidence to the Company or its transfer agent and request replacement share certificates or other evidence. The Company will cause replacement share certificates/DRS or other evidence to be prepared and delivered to the Escrow Agent. After the Escrow Agent receives the replacement share certificates/DRS or other evidence, the Escrow Agent will send to Champion or at Champion's direction, the replacement share certificate/DRS or other evidence of the Escrowed Securities to be released. The Escrow Agent and the Company will act as soon as reasonably practicable.

10. Release upon Liquidity Event

Notwithstanding any other provision of this Agreement, if any of the following transactions (each, a "**Liquidity Event**") are approved by the directors and shareholders of the Company, as applicable (for clarity if a Liquidity Event requires both approval of the directors and shareholders of the Company, then no escrow release as set forth in this **Section 10** will only occur after both such approvals are obtained):

- (a) any merger, amalgamation, arrangement transaction involving the Company;
- (b) the sale, exchange or transfer by any of the shareholders of the Company, in a single transaction or series of related transactions, of all of the voting shares of the Company; or
- (c) the sale of all or substantially all of the assets of the Company,

The Company and Champion shall provide the Escrow Agent with an escrow release notice and evidence of such approvals at least ten (10) Business Days prior to the effective date of such Liquidity Event. Upon receipt of the Escrow Release Notice, the Escrow Agent shall release all remaining Escrowed Securities and will deliver any share certificates/DRS or other evidence of the remaining Escrowed Securities in the possession of the Escrow Agent to Champion.

11. Restrictions on Transfer, etc.

- (a) The parties hereto hereby agree that while this Agreement is in effect, the Escrowed Securities and the legal and beneficial ownership of or any interest in them and the certificates/DRS statements (as applicable) representing them (including any replacement securities, certificates or DRS statements) shall not be sold, assigned, hypothecated, mortgaged, pledged, alienated, released from escrow, transferred within escrow, or otherwise in any manner dealt with, except in accordance with the provisions of this Agreement and the Option Agreement.
- (b) Champion hereby directs the Escrow Agent to retain its Escrowed Securities and the share

certificates/DRS statements (as applicable) (including any replacement securities, certificates or DRS statements) representing the same and not to do or cause anything to be done to release the same from escrow and not to acknowledge any transfer, hypothecation or alienation thereof, except in accordance with the provisions of this Agreement and the Option Agreement. The Escrow Agent hereby accepts the responsibilities placed on it and hereby agrees to perform the same in accordance with the terms hereof.

12. Voting of Escrowed Securities

All voting rights attached to the Escrowed Securities shall at all times be exercised by Champion as reflected on the certificates/DRS statements representing the Escrowed Securities registered to it.

13. Dividend on Escrowed Securities

Champion may receive a dividend or other distribution on their Escrowed Securities, and elect the manner of payment from the standard options offered by the Company. If the Escrow Agent receives a dividend or other distribution on Champion's Escrowed Securities, other than Additional Escrowed Securities, the Escrow Agent will pay the dividend or other distribution to Champion on receipt.

14. Exercise of Other Rights Attached to Escrowed Securities

Champion may exercise its rights to exchange or convert its Escrowed Securities in accordance with this Agreement..

15. Transfer to Other Principals

- (a) Champion may transfer their Escrowed Securities within escrow to any of the Champion Parties, or:
 - (i) to a person or company that before the proposed transfer holds more than 20% of the voting rights attached to the outstanding securities of the Company; or
 - (ii) to a person or company that after the proposed transfer:
 - (A) will hold more than 10% of the voting rights attached to the outstanding securities of the Company, and
 - (B) has the right to elect or appoint one or more directors or senior officers of the Company or any of its material operating subsidiaries,

provided that the Board of Directors of the Company has approved the transfer.

- (b) Prior to the transfer referred to in **Section 15(a)**, the Escrow Agent must receive:
 - (i) a certified copy of the resolution of the Board of Directors of the Company approving the transfer;
 - (ii) a certificate signed by a director or officer of the Company authorized to sign, stating that:
 - (A) the transfer is to a person or company that the officer believes, after reasonable investigation, holds more than 20% of the voting rights attached to the outstanding securities of the Company before the proposed transfer; or
 - (B) the transfer is to a person or company that:

- (1) the officer believes, after reasonable investigation, will hold more than 10% of the voting rights attached to the outstanding securities of the Company; and
- (2) has the right to elect or appoint one or more directors or senior officers of the Company or any of its material operating subsidiaries; and
- (iii) a transfer power of attorney, completed and executed by the transferor in accordance with the requirements of the transfer agent of the Company.

16. Transfer upon Bankruptcy

- (a) Champion may transfer its Escrowed Securities within escrow to a trustee in bankruptcy or another person or company entitled to Escrowed Securities on bankruptcy provided that the Board of Directors of the Company has approved the transfer.
- (b) Prior to the transfer referred to in **Section 16(a)**, the Escrow Agent must receive:
 - (i) a certified copy of either:
 - (A) the assignment in bankruptcy filed with the Superintendent of Bankruptcy or equivalent, or
 - (B) the receiving order adjudging the Securityholder bankrupt;
 - (ii) a certified copy of a certificate of appointment of the trustee in bankruptcy; and
 - (iii) a transfer power of attorney, duly completed and executed by the transferor in accordance with the requirements of the transfer agent of the Company.

17. Effect of Transfer Within Escrow

After the transfer of Escrowed Securities within escrow, the Escrowed Securities will remain in escrow and released from escrow under this Agreement as if no transfer has occurred, on the same terms that applied before the transfer. The Escrow Agent will not deliver any share certificates or other evidence of the Escrowed Securities to transferees under **Sections 15 or 16**.

18. Resignation of Escrow Agent

- (a) If the Escrow Agent wishes to resign as escrow agent, the Escrow Agent will give written notice to the Company and Champion.
- (b) If the Company wishes to terminate the Escrow Agent as escrow agent, the Company will give written notice to the Escrow Agent.
- (c) If the Escrow Agent resigns or is terminated, the Company will be responsible for ensuring that the Escrow Agent is replaced not later than the resignation or termination date by another escrow agent that is acceptable to the Company and that has accepted such appointment, which appointment will be binding on the Company and Champion.
- (d) The resignation or termination of the Escrow Agent will be effective, and the Escrow Agent will cease to be bound by this Agreement, on the date that is 60 days after the date of receipt of the notices referred to above by the Escrow Agent or the Company, as applicable, or on such other date as the Escrow Agent and the Company may agree upon (the “**resignation or termination date**”), provided that the resignation or termination date will not be less than 10 Business Days before a release date.

- (e) If the Company has not appointed a successor escrow agent within 60 days of the resignation or termination date, the Escrow Agent will apply, at the expense of the Company, to a court of competent jurisdiction for the appointment of a successor escrow agent, and the duties and responsibilities of the Escrow Agent will cease immediately upon such appointment.
- (f) On any new appointment under this **Section 18**, the successor Escrow Agent will be vested with the same powers, rights, duties and obligations as if it had been originally named herein as Escrow Agent, without any further assurance, conveyance, act or deed. The predecessor Escrow Agent, upon receipt of payment for any outstanding account for its services and expenses then unpaid, will transfer, deliver and pay over to the successor Escrow Agent, who will be entitled to receive, all securities, records or other property on deposit with the predecessor Escrow Agent in relation to this Agreement and the predecessor Escrow Agent will thereupon be discharged as Escrow Agent.
- (g) If any changes are made to **Sections 19 through 26** of this Agreement as a result of the appointment of the successor Escrow Agent, those changes must not be inconsistent with the terms of this Agreement.

19. Escrow Agent Not a Trustee

The Escrow Agent accepts duties and responsibilities under this Agreement, and the Escrowed Securities and any share certificates/DRS or other evidence of these securities, solely as a custodian, bailee and agent. No trust is intended to be, or is or will be, created hereby and the Escrow Agent shall owe no duties hereunder as a trustee.

20. Escrow Agent Not Responsible for Genuineness

The Escrow Agent will not be responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of any Escrowed Securities deposited with it.

21. Escrow Agent Not Responsible for Furnished Information

The Escrow Agent will have no responsibility for seeking, obtaining, compiling, preparing or determining the accuracy of any information or document, including the representative capacity in which a party purports to act, that the Escrow Agent receives as a condition to a release from escrow or a transfer of Escrowed Securities within escrow under this Agreement.

22. Escrow Agent Not Responsible after Release

The Escrow Agent will have no responsibility for Escrowed Securities that it has released to Champion or at Champion's direction according to this Agreement.

23. Indemnification of Escrow Agent

The Company and Champion hereby jointly and severally agree to indemnify and hold harmless the Escrow Agent, its affiliates, and their current and former directors, officers, employees and agents from and against any and all claims, demands, losses, penalties, costs, expenses, fees and liabilities, including, without limitation, legal fees and expenses, directly or indirectly arising out of, in connection with, or in respect of, this Agreement, except, subject to **Section 25**, where same result directly and principally from gross negligence, wilful misconduct or bad faith on the part of the Escrow Agent. This indemnity survives the release of the Escrowed Securities, the resignation or termination of the Escrow Agent and the termination of this Agreement.

24. Additional Provisions

- (a) The Escrow Agent will be protected in acting and relying reasonably upon any notice, direction,

instruction, order, certificate, confirmation, request, waiver, consent, receipt, statutory declaration or other paper or document (collectively referred to as "**Documents**") furnished to it and purportedly signed by any officer or person required to or entitled to execute and deliver to the Escrow Agent any such Document in connection with this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth or accuracy of any information therein contained, which it in good faith believes to be genuine.

- (b) The Escrow Agent will not be bound by any notice of a claim or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Agreement unless received by it in writing, and signed by the other parties to this Agreement, and, if the duties or indemnification of the Escrow Agent in this Agreement are affected, unless it has given its prior written consent.
- (c) The Escrow Agent may consult with or retain such legal counsel and advisors as it may reasonably require for the purpose of discharging its duties or determining its rights under this Agreement and may rely and act upon the advice of such counsel or advisor. The Escrow Agent will give written notice to the Company as soon as practicable that it has retained legal counsel or other advisors. The Company will pay or reimburse the Escrow Agent for any reasonable fees, expenses and disbursements of such counsel or advisors.
- (d) In the event of any disagreement arising under the terms of this Agreement, the Escrow Agent will be entitled, at its option, to refuse to comply with any and all demands whatsoever until the dispute is settled either by a written agreement among the parties to this Agreement or by a court of competent jurisdiction.
- (e) The Escrow Agent will have no duties or responsibilities except as expressly provided in this Agreement and will have no duty or responsibility arising under any other agreement, including any agreement referred to in this Agreement, to which the Escrow Agent is not a party.
- (f) The Escrow Agent will have the right not to act and will not be liable for refusing to act unless it has received clear and reasonable documentation that complies with the terms of this Agreement. Such documentation must not require the exercise of any discretion or independent judgment.
- (g) The Escrow Agent is authorized to cancel any share certificate delivered to it and hold such Securityholder's Escrowed Securities in electronic or uncertificated form only, pending release of such securities from escrow.
- (h) The Escrow Agent will have no responsibility with respect to any Escrowed Securities in respect of which no share certificate or other evidence or electronic or uncertificated form of these securities has been delivered to it, or otherwise received by it.
- (i) Any entity resulting from the merger, amalgamation or continuation of Computershare or succeeding to all or substantially all of its transfer agency business (by sale of such business or otherwise), shall thereupon automatically become the Escrow Agent hereunder without further act or formality. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns.

25. Limitation of Liability of Escrow Agent

The Escrow Agent will not be liable to any of the parties hereunder for any action taken or omitted to be taken by it under or in connection with this Agreement, except for losses directly, principally and immediately caused by its bad faith, wilful misconduct or gross negligence. Under no circumstances will the Escrow Agent be liable for any special, indirect, incidental, consequential, exemplary, aggravated or punitive losses or damages hereunder, including any loss of profits, whether foreseeable or unforeseeable. Notwithstanding the foregoing or any other provision of this Agreement, in no event will the collective liability of the Escrow Agent under or in connection with this Agreement to any one or more parties hereto, except for losses

directly caused by its bad faith or willful misconduct, exceed the amount of its annual fees under this Agreement or the amount of three thousand dollars (\$3,000.00), whichever amount shall be greater.

26. Remuneration of Escrow Agent

The Company will pay the Escrow Agent reasonable remuneration for its services under this Agreement, which fees are subject to revision from time to time on 30 days' written notice. The Company will reimburse the Escrow Agent for its expenses and disbursements. Any amount due under this section and unpaid 30 days after request for such payment, will bear interest from the expiration of such period at a rate per annum equal to the then current rate charged by the Escrow Agent, payable on demand.

27. Notice to Escrow Agent

Documents will be considered to have been delivered to the Escrow Agent on the next Business Day following the date of transmission, if delivered by fax or email, the date of delivery, if delivered by hand during normal business hours or by prepaid courier, or 5 Business Days after the date of mailing, if delivered by mail, to the following:

Alliance Trust Company
Suite 1010, 407 – 2nd Street SW, Calgary AB T2P 2Y3
Attention: Miguel Lahud and Elena Deary
Email: [email addresses redacted]

28. Notice to the Company and/or Champion

Documents will be considered to have been delivered to the Company and/or Champion on the next Business Day following the date of transmission, if delivered by fax or email, the date of delivery, if delivered by hand or by prepaid courier, or 5 Business Days after the date of mailing, if delivered by mail, to the following:

(a) to the Company:

Prestwick Capital Corporation Limited
c/o 1250, 639 – 5th Avenue SW
Calgary, Alberta
T2P 0M9

Attention: CEO
Email: gordon@modernfinancelaw.com

(b) If to Champion:

Champion Electric Metals Inc.
c/o 401 Bay St., Suite 2704
Toronto, Ontario
M5H 2Y4

Attention: Jonathan Buick, CEO
Email: [email address redacted]

29. Deliveries to Champion

Any share certificates/DRS or other evidence of Champion's Escrowed Securities will be sent to Champion's address on the share register of the Company unless Champion has advised the Escrow Agent in writing otherwise at least ten (10) Business Days before the Escrowed Securities are released from escrow.

30. Change of Address

- (a) The Escrow Agent may change its address for delivery by delivering notice of the change of address to the Company and to Champion.
- (b) The Company may change its address for delivery by delivering notice of the change of address to the Escrow Agent and to Champion.
- (c) Champion may change its address for delivery by delivering notice of the change of address to the Company and to the Escrow Agent.

31. Postal Interruption

A party to this Agreement will not mail a Document if the party is aware of an actual or impending disruption of postal service.

32. Interpretation – “holding securities”

When this Agreement refers to securities that Champion “holds”, it means that Champion has direct or indirect beneficial ownership of or control or direction over the securities.

33. Enforcement by Third Parties

The Company enters this Agreement both on its own behalf and the securityholders of the Company, and this Agreement may be enforced by the securityholders of the Company.

34. Termination, Amendment, and Waiver of Agreement

- (a) Subject to **Section 34(c)**, this Agreement shall only terminate with respect to all the parties hereto:
 - (i) as specifically provided in this Agreement;
 - (ii) subject to **Section 34(b)**, upon the agreement of all parties hereto; or
 - (iii) when the Escrowed Securities of Champion have been released from escrow pursuant to this Agreement.
- (b) An agreement to terminate this Agreement pursuant to **Section 34(a)(ii)** shall not be effective unless and until the agreement to terminate is evidenced by a memorandum in writing signed by all parties hereto.
- (c) No amendment or waiver of this Agreement or any part of this Agreement shall be effective unless the amendment or waiver is evidenced by a memorandum in writing signed by all parties hereto.
- (d) No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether similar or not), nor shall any waiver constitute a continuing waiver, unless expressly provided.

35. Severance of Illegal Provision

Any provision or part of a provision of this Agreement determined by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be deemed stricken to the extent necessary to eliminate any invalidity, illegality or unenforceability, and the rest of the Agreement and all other provisions and parts thereof shall remain in full force and effect and be binding upon the parties hereto as though the said illegal and/or

unenforceable provision or part thereof had never been included in this Agreement.

36. Further Assurances

The parties hereto will execute and deliver any further documents and perform any further acts reasonably requested by any of the parties to this agreement which are necessary to carry out the intent of this Agreement.

37. Time

Time is of the essence of this Agreement.

38. Additional Escrow Requirements

A Canadian exchange may impose escrow terms or conditions in addition to those set out in this Agreement.

39. Governing Laws

The laws of the Province of Alberta and the applicable laws of Canada will govern this Agreement.

40. Counterparts and Electronic Delivery

This Agreement may be executed in any number of counterparts, each of which is an original and all of which taken together constitutes one and the same instrument. The parties hereto may rely upon delivery of an executed facsimile, pdf or similarly executed electronic copy of this Agreement, and such facsimile or similarly executed electronic copy is legally effective and creates a valid and binding agreement among the parties hereto.

41. Singular and Plural

Wherever a singular expression is used in this Agreement, that expression is considered as including the plural or the body corporate where required by the context.

42. Benefit and Binding Effect

This Agreement will benefit and bind the parties hereto and their executors, administrators, successors and permitted assigns and all persons claiming through them as if they had been a party to this Agreement.

43. Headings

The division of this Agreement into Articles and Sections, the insertion of headings and the provision of a table of contents are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

44. Entire Agreement

This Agreement, along with the Option Agreement, constitutes the entire agreement between the parties and the Escrow Agent pertaining to the administration and disposition of the Escrowed Securities by the Escrow Agent, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and the Escrow Agent, and there are no representations, warranties, conditions or other agreements between the parties and the Escrow Agent, express or implied, in connection with the administration and disposition of the Escrowed Securities except as specifically set out in this Agreement and the Option Agreement. None of the parties or the Escrow Agent has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or in contract, with

respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement or the Option Agreement.

[Signature page follows]

Each of the parties has executed and delivered this Agreement as of the date noted at the beginning of the Agreement.

PRESTWICK CAPITAL CORPORATION LIMITED

Per: _____
Name:
Title:

CHAMPION ELECTRIC METALS INC.

Per: _____
Name:
Title:

CHAMPION PARTIES:

IDAHO CHAMPION GOLD MINES USA, INC.

Per: _____
Name:
Title:

IDAHO CHAMPION GOLD MINES LLC

Per: _____
Name:
Title:

ALLIANCE TRUST COMPANY

Authorized signatory

Authorized signatory

SCHEDULE A

RELEASE SCHEDULE AND REQUIREMENTS

Category of Escrowed Securities	Percentage of Category of Escrowed Securities to be Released	Escrow Release Trigger / Condition
1,100,000 Common Shares referred to in Section 3(a)(i) of the Agreement, and any Additional Escrowed Securities resulting from such Common Shares	100%	Released on the earlier of (i) completion of the Payment #1 Date, and (ii) termination of the Option Agreement. The Company and Champion shall provide the Escrow Agent with a written escrow release notice for these Escrowed Securities confirming completion of the Payment #1 Date or the termination of the Option Agreement, as applicable, within two (2) Business Days of such event.
Common Shares referred to in Section 3(a)(ii) of the Agreement, and any Additional Escrowed Securities resulting from such Common Shares	100%	Released on the earlier of (i) completion of the Payment #1 Date, and (ii) termination of the Option Agreement. The Company and Champion shall provide the Escrow Agent with a written escrow release notice for these Escrowed Securities confirming completion of the Payment #1 Date or the termination of the Option Agreement, as applicable, within two (2) Business Days of such event.
200,000 Common Shares referred to in Section 3(a)(iii) of the Agreement, and any Additional Escrowed Securities resulting from such Common Shares	100%	Released on the earlier of (i) completion of the Payment #2 Date, and (ii) termination of the Option Agreement. The Company and Champion shall provide the Escrow Agent with a written escrow release notice for these Escrowed Securities confirming completion of the Payment #2 Date or the termination of the Option Agreement, as applicable, within two (2) Business Days of such event.
Common Shares referred to in Section 3(a)(iv) of the Agreement, and any Additional Escrowed Securities resulting from such Common Shares	100%	Released on the earlier of (i) completion of the Payment #2 Date, and (ii) termination of the Option Agreement. The Company and Champion shall provide the Escrow Agent with a written escrow release notice for these Escrowed Securities confirming completion of the Payment #2 Date or the termination of the Option Agreement, as applicable, within two (2) Business Days of such event.

SCHEDULE 5 –REPRESENTATION AND WARRANTY DISCLOSURE

Not applicable.