

**ABCOURT MINES INC.**

**and**

**PERSHIMEX RESOURCES CORPORATION /  
CORPORATION RESSOURCES PERSHIMEX**

**and**

**14536924 CANADA INC.**

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**AMALGAMATION AGREEMENT**

**Dated November 18, 2022**

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**AMALGAMATION AGREEMENT**

**THIS AMALGAMATION AGREEMENT** is made as of the 18<sup>th</sup> day of November 2022 (the “**Execution Date**”)

**BETWEEN:** **ABCOURT MINES INC.**, a public corporation incorporated under the laws of Québec;

(“**Abcourt**”)

**AND:** **PERSHIMEX RESOURCES CORPORATION / CORPORATION RESSOURCES PERSHIMEX**, a public corporation resulting from an amalgamation under the laws of Canada;

(“**Pershimex**”)

**AND:** **14536924 CANADA INC.**, a corporation incorporated under the laws of Canada;

(“**Newco**”)

**WHEREAS:**

- A. Newco is a wholly owned subsidiary of Abcourt;
- B. Abcourt, through Newco, wishes to acquire all of the outstanding securities of Pershimex in exchange for securities of Abcourt by way of a three-cornered amalgamation under the CBCA (as defined herein), upon the terms and conditions set forth herein; and
- C. The Parties (as defined herein) wish to enter into this Agreement (as defined herein) to set out the terms and conditions of the Amalgamation (as defined herein) and matters related thereto;

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

**ARTICLE 1.  
INTERPRETATION**

**1.1. Defined Terms**

In this Agreement and in the recitals hereto, unless there is something in the context or subject matter inconsistent therewith, the following terms will have the following meanings:

“**1933 Act**” means the United States *Securities Act of 1933*, as amended;

“**Abcourt**” means Abcourt Mines Inc.;

“**Abcourt Board**” means the board of directors of Abcourt;

“**Abcourt Disclosure Statement**” means the disclosure statement of Abcourt to be signed and delivered by Abcourt to Pershimex: (a) on or prior to the Execution Date, and (b) at the Effective Time as updated to the Effective Time;

“**Abcourt Financial Statements**” means the audited financial statements of Abcourt for the year ended June 30, 2022, together with the notes thereto, as well as the unaudited interim financial statements of Abcourt for the three-month period ended September 30, 2022, together with the notes thereto;

“**Abcourt Information Circular**” means the notice of annual and special meeting and accompanying information circular (including all schedules, appendices and exhibits thereto) to be sent to the Abcourt Shareholders in connection with the Abcourt Meeting, including any amendments or supplements thereto in connection with the Transaction;

“**Abcourt Meeting**” means the annual and special meeting of the Abcourt Shareholders, including any adjournment or postponement thereof, for the purpose of, among other things, considering and, if thought fit, approving the Consolidation Resolution and Name Change Resolution;

“**Abcourt Notice of Meeting**” means the notice of meeting sent to Abcourt Shareholders in connection with the Abcourt Meeting together with all documents enclosed therewith;

“**Abcourt Properties**” means the current mining properties owned by Abcourt;

“**Abcourt Shareholders**” means holders of Abcourt Shares;

“**Abcourt Shares**” means the common shares in the capital of Abcourt;

“**Abcourt Support Agreements**” means the voting and support agreements dated November 18, 2022 and made between Pershimex and each of Pascal Hamelin, François Mestrallet, Nicole Veilleux, René Branchaud and Daniel Adam, and other voting and support agreements that may be entered into after the date hereof by Pershimex and other shareholders of Abcourt, which agreements provide that such shareholders shall, among other things, vote all Abcourt Shares of which they are the registered or beneficial holder or over which they have control or direction, in favour of the Consolidation Resolution, Name Change Resolution and Transaction, and not dispose of their Abcourt Shares before the Closing;

“**Affiliate**” with respect to any specified Person at any time, means each Person that, directly or indirectly, alone or through one or more intermediaries, controls, is controlled by, or is under direct or indirect common control with, such specified Person at such time;

“**Agreement**” means this amalgamation agreement, the Pershimex Disclosure Statement and the Abcourt Disclosure Statement, each as may be supplemented, amended, restated or otherwise modified from time to time in accordance with the terms hereof;

“**Alternative Transaction Proposal**” has the meaning ascribed thereto in Section 6.1;

“**Amalco**” means the corporation resulting from the Amalgamation;

“**Amalco Shares**” means common shares of Amalco as constituted immediately following the Amalgamation;

“**Amalgamation**” means the amalgamation of Pershimex and Newco pursuant to the provisions of the CBCA as of the Effective Time;

“**Amalgamation Resolution**” means the special resolution of the Pershimex Shareholders with respect to the approval of the Amalgamation, to be considered by the Pershimex Shareholders at the Pershimex Meeting;

“**Anti-Money Laundering Laws**” has the meaning ascribed thereto in Section 4.1(ff);

“**Applicable Laws**” means, with respect to any Person, any laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judgments, injunctions, orders, decisions, policies, standards, guidelines, rulings, determinations, awards or other requirements of, or applied by, any Governmental Authority, or general principles of common law, that are binding upon or applicable to such Person;

“**Articles of Amalgamation**” means the articles of amalgamation to be submitted by Pershimex and Newco to the Director under the CBCA with respect to the Amalgamation;

“**Authorization**” means, with respect to any Person, any order, Permit, approval, consent, waiver, licence, registration, qualification, certificate or other similar authorization of or from any Governmental Authority having jurisdiction over the Person;

“**Business Day**” means any day other than a Saturday, Sunday or a day observed as a holiday in the Province of Québec;

“**CBCA**” means the *Canada Business Corporations Act* and the regulations thereunder, as may be amended from time to time;

“**Certificate of Amalgamation**” means the certificate of amalgamation to be issued by the Director under the CBCA to Amalco pursuant to Section 185(4)6 of the CBCA;

“**Closing**” means the closing of the Transaction;

“**Closing Date**” means the date of completion of the Transaction;

“**Consideration Securities**” means the Resulting Issuer Shares (post-Consolidation), Resulting Issuer Options and Resulting Issuer Warrants to be issued upon Closing;

“**Consolidation**” means the consolidation of all the issued and outstanding Abcourt Shares on the basis of one (1) post-Consolidation Abcourt Shares for every seven (7) pre-Consolidation Abcourt Shares, effective on or prior to Closing;

“**Consolidation Resolution**” means the special resolution of the Abcourt Shareholders with respect to the approval of the Consolidation, to be considered by the Abcourt Shareholders at the Abcourt Meeting;

“**Contract**” means any contract, agreement, license, franchise, lease, arrangement, commitment, understanding or other right or obligation to which a Party or any Affiliate thereof is a party, or is bound or affected by, or to which any of their respective properties or assets is subject;

“**D&O Insurance**” means the director and officer insurance policy that Abcourt will maintain to cover the current directors of Pershimex, for a period of three years after Closing, as more fully described in Section 7.11b).

“**Director**” means the Person appointed under the *Canada Business Corporations Act*;

**“Dissent Rights”** means the rights of dissent in respect of the Amalgamation as described in the Pershimex Notice of Meeting;

**“Dissenting Shareholder”** means any Pershimex Shareholder who exercises its Dissent Rights;

**“Effective Time”** means the time of completion of the Amalgamation on the Closing Date;

**“Employee”** means any current, former or retired employee, officer or director of a Person;

**“Employee Contract”** refers to any employment, severance, consulting or similar Contract between an Employee and any Person;

**“Employee Plan”** refers to any plan, program, policy, practice, Contract or other arrangement providing for bonuses, severance, termination pay, performance awards, share or share-related awards, fringe benefits or other benefits of any kind, whether formal or informal, funded or unfunded, and whether or not legally binding, pursuant to which a Person has, or may have, any material Liability, contingent or otherwise;

**“Environmental Claims”** means any and all administrative, regulatory or judicial actions, causes of action, suits, proceedings, investigations, requests or demands for information or documents, including requests for information under any Environmental Laws, decrees, judgments, demands, demand letters, orders, claims, liens, notices of violation or noncompliance, in each case, arising under any Environmental Laws, or arising from the actual or alleged presence, Release of or exposure to or damage caused by any Hazardous Substances, including contract claims arising under leases and claims involving liability in tort, strict, absolute or otherwise, including any and all claims, fines, penalties, losses, liens, liability or proceedings for or relating to: (a) enforcement, assessment, evaluation, investigation, mitigation, cleanup, removal, remediation or other response activities; (b) damages, contribution, indemnification, cost recovery, compensation or injunctive or declaratory relief, (c) personal injury or property damage relating to or arising from exposure to or a Release of any Hazardous Substances; or (d) injury to or threat of injury to human health, safety, natural resources or the environment;

**“Environmental Laws”** means, with respect to any Person or its business, activities, property, assets or undertaking, all laws or rules of any Governmental Authority relating to environmental or health matters in the jurisdictions applicable to such Person or its business, activities, property, assets or undertaking, including legislation governing the use and storage of Hazardous Substances;

**“Exchange Ratio”** means 0.0816 Consideration Share for each Pershimex Share held by a Pershimex Shareholder;

**“Execution Date”** has the meaning ascribed thereto on the first page of this Agreement;

**“Governmental Authority”** means any: (a) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, ministry, central bank, court, tribunal, arbitral body, commission, commissioner, board, tribunal, official, minister, bureau or agency, domestic or foreign, (b) subdivision, agent, commission, board or authority of any of the foregoing, including the Securities Authorities, or (c) quasigovernmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under, or for the account of, any of the foregoing, including the TSXV;

**“Hazardous Substances”** means any substance or material that is regulated, defined, characterized or listed as a hazardous material, hazardous substance, hazardous waste, toxic substance, toxic pollutant, contaminant, petroleum (including crude oil and any fractions thereof as well as waste or used petroleum

oils), natural or synthetic gas or any mixture thereof, asbestos, asbestos containing material, PCB or materials or objects containing PCB, radon gas, lead containing paint or radioactive material, in or under any Environmental Laws;

“**IFRS**” means generally accepted accounting principles set out in the CPA Canada Handbook for an entity that prepares its financial statements in accordance with International Financial Reporting Standards;

“**Intellectual Property**” means all intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the Applicable Laws of any jurisdiction, whether registered or unregistered, including any and all: trademarks, service marks, trade names, brand names, logos, slogans, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of, and symbolized by, and all registrations, applications and renewals for, any of the foregoing;

“**Intellectual Property Rights**” means all rights arising with respect to any Intellectual Property;

“**Letter of Transmittal**” means the letter of transmittal to be used by Pershimex Shareholders for the purpose of surrendering certificates representing Pershimex Shares and, if applicable, medallion guaranteed (or as otherwise certified to the satisfaction of the Transfer Agent) stock powers with respect thereto, and exchanging them for certificates representing, or confirmation of the non-certificated issuance of, the Consideration Securities to which such Pershimex Shareholders are duly entitled;

“**Liability**” or “**Liabilities**” means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person;

“**Liens**” means any pledge, claim, lien, charge, option, hypothec, mortgage, security interest, restriction, adverse right, prior assignment, lease, sublease, royalty, levy, right to possession or any other encumbrance, easement, license, right of first refusal, covenant, voting trust or agreement, transfer restriction under any shareholder or similar agreement, right or restriction of any kind or nature whatsoever, whether contingent or absolute, direct or indirect, or any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing;

“**Material Adverse Effect**” means any change, effect, event or occurrence that (individually or in the aggregate with other changes, effects, events or occurrences) materially and adversely affects the assets, properties, financial condition, business, or results of operations of a Party or its subsidiaries, taken as a whole; provided, however, that any adverse change, event or effect arising from or related to: (a) conditions generally affecting the Canada economy or generally affecting one or more industries in which the Parties operate; (b) national or international political or social conditions, including terrorism or the engagement by the United State in hostilities or acts of war; (c) financial, banking or securities markets (including any disruption thereof and any decline in the price of any security or any market index); (d) changes in IFRS or other accounting requirements; (e) changes in any laws, rules, regulations, orders, or other binding directives issued by any Governmental Authority relating to the business of the Parties; (f) any action taken by a party hereto in accordance with this Agreement; (g) any adverse change in or effect on the business of the Parties that is cured by the Party before the Closing; or (h) the public announcement, pendency or completion of the Transaction contemplated by this Agreement, shall not be taken into account in determining whether a “Material Adverse Effect” has occurred or would reasonably be expected to occur

with respect to such entity; provided, further, that with respect to clauses (a) and (e), such change, effect, event, or occurrence does not disproportionately impact each Party and its subsidiaries (taken as a whole) compared to other similarly situated companies operating in the principal industries and geographic areas in which the Party and its subsidiaries operate. References in this Agreement to dollar amount thresholds shall not be deemed to be evidence of a Material Adverse Effect or materiality;

“**Material Contract**” means each Contract to which a Party or any Affiliate thereof is a party that is, or will be as at the Effective Time, in force by which any such Party or Affiliate thereof is bound, or to which it or its respective assets are subject, which: (i) have total payment obligations on the part of such Party or Affiliate thereof which reasonably can be expected to exceed \$200,000; (ii) are for a term extending at least one year after the Effective Time; (iii) have been entered into out of the Ordinary Course; and (iv) are otherwise material to such Party;

“**Name Change Resolution**” means the special resolution of the Abcourt Shareholders with respect to the approval of the Name Change of Abcourt to “Infinitas Gold inc. / Infinitas Or inc.”, to be considered by the Abcourt Shareholders at the Abcourt Meeting;

“**Newco**” has the meaning ascribed thereto on the first page of this Agreement;

“**Newco Shares**” means all of the common shares in the capital of Newco outstanding immediately prior to the Effective Time;

“**NI 43-101**” means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*;

“**Non-Offered Party**” has the meaning ascribed thereto in Section 6.1;

“**Offered Party**” has the meaning ascribed thereto in Section 6.1;

“**Orders**” means all material applicable orders, decisions, binding directives or the like rendered by any Governmental Authority;

“**Ordinary Course**” means, with respect to an action taken by a Person, that such action is consistent with the past practices of the Person and is taken in the ordinary course of the normal day-to-day operations of the Person;

“**Outside Date**” means February 28, 2023, or such later date as Abcourt and Pershimex may agree in writing;

“**Parties**” means, collectively, Abcourt, Pershimex and Newco, and “**Party**” means any one of them;

“**Permit**” means any lease, license, permit, certificate, consent, order, grant, approval, classification, registration or other authorization of or from any Governmental Authority;

“**Pershimex**” has the meaning ascribed thereto on the first page of this Agreement;

“**Pershimex Appointee**” means, Loïc Bureau, the Pershimex appointee nominated to the board of directors of Abcourt in accordance with Section 8.2 (g).

“**Pershimex Board**” means the board of directors of Pershimex;

“**Pershimex Disclosure Statement**” means the disclosure statement of Pershimex to be signed and delivered by Pershimex to Abcourt: (a) on or prior to the Execution Date, and (b) at the Effective Time as updated to the Effective Time;

“**Pershimex Financial Statements**” means the audited annual consolidated financial statements of Pershimex as at, and for the year ended, February 28, 2022 and the notes thereto, consisting of consolidated statements of financial position and the accompanying consolidated statements of loss and comprehensive loss, consolidated statements of changes in equity and consolidated statements of cash flows, and all notes in respect thereof;

“**Pershimex Information Circular**” means the notice of special meeting and accompanying information circular (including all schedules, appendices and exhibits thereto) to be sent to the Pershimex Shareholders in connection with the Pershimex Meeting, including any amendments or supplements thereto in connection with the Transaction;

“**Pershimex Meeting**” means the special meeting of the Pershimex Shareholders, including any adjournment or postponement thereof, for the purpose of, among other things, considering and, if thought fit, approving the Amalgamation Resolution;

“**Pershimex Notice of Meeting**” means the notice of meeting sent to Pershimex Shareholders in connection with the Pershimex Meeting together with all documents enclosed therewith;

“**Pershimex Options**” means, at any time, option to acquire Pershimex Shares granted pursuant to the Stock Option Plan which are, at such time, outstanding and unexercised, whether or not vested;

“**Pershimex Properties**” means the current mining properties owned by Pershimex;

“**Pershimex Securityholders**” means holders of Pershimex Shares, Pershimex Options and Pershimex Warrants;

“**Pershimex Shareholders**” means holders of Pershimex Shares;

“**Pershimex Shares**” means the common shares in the capital of Pershimex;

“**Pershimex Warrants**” means, at any time, common share purchase warrants to acquire Pershimex Shares, which are, at such time, outstanding and unexercised;

“**Person**” is to be construed broadly and includes any natural person, estate, partnership, limited partnership, limited liability partnership, body corporate, limited liability company, unlimited liability company, joint stock company, trust, estate, unincorporated organization or association, joint venture or other entity or Governmental Authority;

“**Proceeding**” means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority;

“**Representatives**” means the officers, directors, employees, advisers, and agents of a Party and each Affiliate thereof, and “**Representative**” means any one of them;

“**Release**” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, migration, leaching, placing, discarding, dumping or disposing of any Hazardous Substances into

the environment (including the abandonment of barrels, containers or other closed receptacles containing any Hazardous Substances). However, the act of disposing of Hazardous Substances in accordance with applicable Environmental Laws to a third-party site licensed to accept such Hazardous Substances for disposal does not, without more, constitute a “Release”;

“**Resulting Issuer**” means Abcourt as it exists upon completion of the Transaction to be known as “Infinitas Gold Inc. / Infinitas Or Inc.” or such similar name as may be accepted by the relevant regulatory authorities, and approved by the Abcourt Board and Abcourt Shareholders;

“**Resulting Issuer Options**” means the options to acquire Resulting Issuer Shares (post-Consolidation) for which the Pershimex Options will be exchanged, at no cost, as a result of the Transaction at Closing and will be adjusted in accordance with the Exchange Ratio and Consolidation;

“**Resulting Issuer Shares**” means the common shares in the capital of the Resulting Issuer;

“**Resulting Issuer Warrants**” means the purchase warrants for Resulting Issuer Shares (post-Consolidation) for which the Pershimex Warrants will be exchanged, at no cost, as a result of the Transaction at Closing based on the Exchange Ratio;

“**Securities Authorities**” means the applicable securities regulatory authorities in each of the provinces and territories of Canada, collectively;

“**SEDAR**” means the System for Electronic Document Analysis Retrieval;

“**Standstill Party**” has the meaning ascribed thereto in Section 6.2;

“**Stock Option Plan**” means the Stock Option Plan of Pershimex dated October 25, 2011 and amended on December 22, 2020;

“**Tax Act**” means the *Income Tax Act*, R.S.C. 1985 (5th Supp.) c.1, and the regulations thereunder, as amended;

“**Tax Returns**” means any and all returns, reports, declarations, elections, notices, forms, designations, filings, statements and other documents (including estimated tax returns and reports, withholding tax returns and reports, and information returns and reports) made, prepared or filed with any Governmental Authority or required to be made, prepared or filed with any Governmental Authority relating to Taxes;

“**Taxes**” means: (a) any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Authority, whether computed on a separate, consolidated, unitary, combined or other basis, including all license and registration fees and all employment insurance, health insurance and government pension plan premiums or contributions, (b) all interest, penalties, fines, additions or other additional amounts imposed by any Governmental Authority on or in respect of amounts of the type described herein, (c) any Liability for the payment of any amounts of the type described herein as a result of being a member of an affiliated, consolidated, combined or unitary group for any period, and (d) any Liability for the payment of any amounts of the type described herein as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any party;

“**Termination Event**” has the meaning ascribed thereto in Section 6.4;

“**Termination Fee**” has the meaning ascribed thereto in Section 6.4;

“**Transaction**” means, collectively, the Amalgamation and all transactions undertaken by the Parties in connection therewith;

“**Transaction Documents**” means this Agreement, the Articles of Amalgamation, the Articles of Consolidation, the Pershimex Information Circular, the Abcourt Information Circular and all such further documents, agreements and instruments required to be executed or filed by any Party or any Associate or Affiliate thereof to effect the consummation of the Amalgamation (all of which will be in form and content reasonably satisfactory to each Party) pursuant to the requirements of Applicable Laws relating to the Amalgamation, or by any other Governmental Authority having jurisdiction, in order to carry out the terms and objectives of this Agreement, including, without limitation, those required by the TSXV;

“**Transfer Agent**” means Computershare Investor Services Inc., the registrar and transfer agent of Abcourt;

“**TSXV**” means the TSX Venture Exchange;

### **1.2. Interpretation Not Affected by Headings**

The division of this Agreement into articles, sections and subsections, and the insertion of headings herein, are for convenience of reference only and will not affect in any way the meaning or interpretation of this Agreement. The terms “**hereof**”, “**herein**”, “**hereto**”, “**hereunder**” and similar expressions refer to this Agreement and not to any particular article, section or other portion hereof, and include any agreement, schedule or instrument supplementary or ancillary hereto.

### **1.3. Meaning of “including”**

The word “**including**”, when following a general statement or term, is not to be construed as limiting the general statement or term to any specific item or matter set forth or to similar items or matters, but rather as permitting the general statement or term to refer also to all other items or matters that could reasonably fall within its broadest possible scope.

### **1.4. Extended Meanings**

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing the use of either gender include both genders and neuter, and a reference to a Person includes any successor to that Person.

### **1.5. Date for any Action**

If the date on which any action is required to be taken hereunder is not a Business Day, such action will be required to be taken by the applicable Party on the next succeeding Business Day.

### **1.6. Statutory References**

Unless otherwise expressly stated, any reference in this Agreement to a statute includes each regulation and rule made thereunder, all amendments to such statute, regulation or rule in force from time to time, and any statute, regulation or rule that supplements or supersedes such statute, regulation or rule.

### **1.7. Currency**

Unless otherwise stated, all references in this Agreement to amounts of money are expressed in lawful money of Canada.

**1.8. Invalidity of Provisions**

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction will not affect the validity or enforceability of any other provision hereof.

**1.9. Accounting Matters**

Unless otherwise stated, all accounting terms used in this Agreement have the meaning attributable thereto under IFRS and all determinations of an accounting nature required to be made hereunder will be made in a manner consistent with IFRS.

**1.10. Interpretation Not Affected by Party Drafting**

The Parties acknowledge that their respective legal counsel have reviewed and participated in settling the terms of this Agreement and the Parties hereby agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party will not be applicable to the interpretation of this Agreement.

**1.11. Pershimex Disclosure Statement**

For the purposes of the representations and warranties in Article 4, Pershimex will deliver the Pershimex Disclosure Statement, arranged in sections corresponding with the sections of Article 4, to Abcourt. The disclosure in any section of the Pershimex Disclosure Statement will qualify the corresponding section of Article 4.

**1.12. Abcourt Disclosure Statement**

For the purposes of the representations and warranties in Article 5, Abcourt will deliver the Abcourt Disclosure Statement, arranged in sections corresponding with the sections of Article 5, to Pershimex. The disclosure in any section of the Abcourt Disclosure Statement will qualify the corresponding section of Article 5.

**1.13. Knowledge**

Where any representations or warranty contained in this Agreement is expressly qualified by reference to the knowledge of a Party, it refers to the actual knowledge of the senior officers of the Party after reasonable inquiry as a prudent Person would have considered advisable as to the relevant matters.

**ARTICLE 2.  
THE AMALGAMATION****2.1. Amalgamation**

As soon as reasonably practicable after all requisite approvals of the Pershimex Shareholders and each applicable Governmental Authority with respect to the Transaction are obtained and the conditions set forth herein have been satisfied, waived or released, each of the Parties covenants to take all such actions as are within its power to control and use commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to complete the Amalgamation as set forth in this Article 2 and otherwise on the terms, and subject to the conditions, set forth in this Agreement.

**2.2. Name**

The name of Amalco shall be mutually determined by the Abcourt Board and the Pershimex Board.

**2.3. Registered Office**

The registered office of Amalco shall be located at 475, avenue de l'Église, Rouyn-Noranda, Québec J0Z 1Y1.

**2.4. Authorized Capital and Rights Attaching to Shares**

The authorized capital of Amalco shall consist of an unlimited number of common shares without par value, which shall have the rights, privileges, restrictions and conditions set out in the Articles and by-laws of Amalco. No shares of Amalco may be transferred except in compliance with the restrictions set out in its Articles.

**2.5. Number of Directors**

The number of directors of Amalco shall be a minimum of one and a maximum of three.

**2.6. First Directors**

The first directors of Amalco shall be the Person whose name and address are set out below:

<u>Names</u>	<u>Address</u>
Pascal Hamelin	227, rue de la Promenade, Val-d'Or (Québec) J9P 0C3
Loïc Bureau	3030, Le Carrefour Blvd, Suite 1002 Laval (Québec) H7T 2P5

The first directors shall be elected for one year. The management and operation of the business and affairs of Amalco shall be under the control of the board of directors of Amalco as it is constituted from time to time.

**2.7. Initial Officers**

The first officers of Amalco shall be the persons whose name and position appear below:

<u>Name</u>	<u>Position</u>
Pascal Hamelin	President and Chief Executive Officer
Loïc Bureau	Secretary

**2.8. Restrictions on Business**

There shall be no restrictions on the business which Amalco is authorized to carry on.

**2.9. Fiscal Year End**

The fiscal year end of Amalco shall be June 30 of each calendar year.

**2.10. First Auditors**

The first auditors of Amalco shall be Raymond, Chabot, Grant, Thornton LLP which shall hold such office until the first annual meeting of shareholders of Amalco following the Amalgamation, or until their successor is appointed.

**2.11. By-Laws**

The by-laws of Amalco shall, so far as applicable, be the by-laws of Newco until repealed, amended or altered.

**2.12. Effect of Amalgamation**

At the Effective Time:

- (a) Pershimex and Newco will be amalgamated and continue as one corporation under the terms and conditions prescribed in this Agreement;
- (b) each of Pershimex and Newco shall cease to exist as entities separate from Amalco;
- (c) the property of each of Pershimex and Newco will continue to be the property of Amalco;
- (d) Amalco will possess all the properties, rights, licences, privileges and franchises, and be subject to all the liabilities and all the contracts, disabilities and debts, of each of Pershimex and Newco;
- (e) Amalco will continue to be liable for the obligations of each of Pershimex and Newco;
- (f) any existing cause of action, claim or liability to prosecution with respect to Pershimex and Newco will be unaffected;
- (g) any civil, criminal or administrative action or Proceeding pending by or against Pershimex or Newco may be continued to be prosecuted by or against Amalco;
- (h) any conviction against, or ruling, order or judgment in favour of or against, Pershimex or Newco may be enforced by or against Amalco;
- (i) all rights of creditors against the property, rights and assets of Pershimex and Newco and all Liens upon their property, rights and assets shall be unimpaired by the Amalgamation and all of their respective debts, contracts, liabilities and duties shall attach to Amalco and may be enforced against it;
- (j) the Articles of Amalgamation will be deemed to be the articles of incorporation of Amalco and the Certificate of Amalgamation will be deemed to be the certificate of incorporation of Amalco; and
- (k) Amalco shall be a wholly owned subsidiary of the Resulting Issuer.

**2.13. Treatment of Issued Capital**

Upon the terms and subject to the conditions set forth in this Agreement at the Effective Time:

- (a) each Pershimex Shareholder (other than Dissenting Shareholders) will transfer its Pershimex Shares to the Resulting Issuer in exchange for that number of fully paid and non-assessable Consideration Shares as is equal to the product determined by multiplying the number of Pershimex Shares held by such Pershimex Shareholder by the Exchange Ratio, resulting in the issuance of up to approximately 11,327,774 Resulting Issuer Shares, and the Pershimex Shares will be cancelled;
- (b) each Newco Share issued and outstanding immediately before the Effective Time will be cancelled and replaced by one Amalco Share;

- (c) no fractional Consideration Shares will be issued to Pershimex Shareholders, and in lieu of any fractional entitlement, the number of Consideration Shares issuable to each Pershimex Shareholder will be, without any additional compensation, rounded down to the next lesser whole number of Consideration Shares;
- (d) the stated capital of the Resulting Issuer Shares and the stated capital of the Amalco Shares will be determined as follows:
  - (i) the stated capital of the Resulting Issuer Shares will be increased by an amount equal to the lesser of: (1) the fair market value, immediately prior to the Effective Time, of all Pershimex Shares exchanged for Consideration Shares under Section 2.12(a), and (2) the “paid up capital”, as that term is defined in the Tax Act and as determined immediately prior to the Effective Time, of all Pershimex Shares exchanged for Consideration Shares under Section 2.12(a); and
  - (ii) the stated capital of the Amalco Shares will be an amount equal to the aggregate of the “paid up capital”, as that term is defined in the Tax Act, of the Newco Shares and the Pershimex Shares immediately prior to the Effective Time.

#### **2.14. Exchange of Pershimex Convertible Securities**

The Pershimex Options and Pershimex Warrants (together, “**Pershimex Convertible Securities**”) that are outstanding immediately prior to the Effective Time shall be dealt in accordance with the provisions of this Agreement. In accordance with the terms of each of the Pershimex Convertible Securities, each holder of Pershimex Convertible Securities shall be entitled to receive (and such holder shall accept) upon the exercise of such holder’s Pershimex Convertible Securities, in lieu of Pershimex Shares to which such holder was theretofore entitled upon such exercise, and for the same aggregate consideration payable therefor, the number of Pershimex Shares which the holder would have been entitled to receive as a result of the transactions contemplated by this Agreement if, immediately prior to the Effective Date, such holder had been the registered holder of the number of Pershimex Shares to which such holder would have been entitled if such holder had exercised such holder’s Pershimex Convertible Securities immediately prior to the Effective Time. Each Pershimex Convertible Security shall continue to be governed by and be subject to the terms of the applicable Pershimex Convertible Security certificate, subject to any supplemental exercise documents issued by Pershimex to holders of Pershimex Convertible Securities to facilitate the exercise of the Pershimex Convertible Securities and the payment of the corresponding portion of the exercise price.

#### **2.15. Exchange of Pershimex Share Certificates**

At the Effective Time registered Pershimex Shareholders shall cease to be holders of Pershimex Shares, and shall be deemed to be registered holders of the Consideration Shares to which they are entitled in accordance with this Agreement and on and after the Effective Time, the holders of certificates representing Pershimex Shares may surrender such certificates to the Transfer Agent, together with a completed Letter of Transmittal and, upon such surrender, Abcourt shall provide instructions to the Transfer Agent to either: (i) deliver certificates representing the number of Consideration Shares to which such Pershimex Shareholders are so entitled, or (ii) deliver such Pershimex Shareholders confirmation of the uncertificated issuance of the Consideration Shares to which they are entitled, as mutually determined by the Pershimex Board and the Abcourt Board.

## **2.16. Dissenting Shareholders**

Registered Pershimex Shareholders entitled to vote at the Pershimex Meeting will be entitled to exercise Dissent Rights with respect to their Pershimex Shares in connection with the Amalgamation pursuant to and in the manner set forth in the Pershimex Notice of Meeting. Pershimex shall give Abcourt notice of any written notice of dissent, withdrawal of such notice, and any other instruments serviced pursuant to such dissent rights and received by Pershimex and shall provide Abcourt with copies of such notices and written objections. Pershimex Shares which are held by a Dissenting Shareholder shall not be exchanged for Consideration Shares pursuant to the Amalgamation. However, if a Dissenting Shareholder fails to perfect or effectively withdraws such Dissenting Shareholder's claim under the CBCA or forfeits such Dissenting Shareholder's right to make a claim under the CBCA, or if such Dissenting Shareholder's rights as a Pershimex Shareholder are otherwise reinstated, such Pershimex Shareholder's Pershimex Shares shall thereupon be deemed to have been exchanged for Consideration Shares as of the Effective Time as prescribed herein.

## **2.17. Completion of the Amalgamation and Effective Time**

Upon the satisfaction of waiver of the conditions herein contained in favour of each Party, Pershimex and Newco shall immediately deliver to the Director the Articles of Amalgamation and such other documents as may be required to give effect to the Amalgamation. The Amalgamation shall become effective at the Effective Time.

## **2.18. Abcourt Guarantee**

Abcourt hereby unconditionally and irrevocably guarantees the due and punctual performance by Newco of each and every covenant and obligation of Newco arising under the Amalgamation. Abcourt hereby agrees that Pershimex shall not have to proceed first against the Newco before exercising its rights under this guarantee against Abcourt.

## **2.19. Treatment of Restricted Securities under the 1933 Act**

The Consideration Shares issuable to the Pershimex Shareholders resident in or subject to the laws of the United States have not been and will not be registered under the 1933 Act or any state securities laws and will be "restricted securities" within the meaning of Rule 144 under the 1933 Act. Each certificate representing, or confirmation of the uncertificated issuance of, the Consideration Shares issuable to Pershimex Shareholders resident in or subject to the laws of the United States will bear a legend in substantially the following form:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “**1933 ACT**”) OR UNDER ANY STATE SECURITIES LAWS AND ARE “RESTRICTED SECURITIES” AS THAT TERM IS DEFINED IN RULE 144 UNDER THE 1933 ACT. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF ABCOURT RESOURCES LTD. (THE “**ISSUER**”) THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE ISSUER; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATIONS UNDER THE 1933 ACT AND IN COMPLIANCE WITH APPLICABLE UNITED STATES STATE LAWS AND REGULATIONS AND APPLICABLE LOCAL LAWS AND REGULATIONS; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE 1933 ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE 1933 ACT OR ANY APPLICABLE STATE SECURITIES LAWS, OR (E) PURSUANT TO

AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT AND, IN THE CASE OF (C) OR (D), THE SELLER FURNISHES TO THE ISSUER AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE ISSUER TO SUCH EFFECT.”

**2.20. Closing Date**

The Closing Date will be the date that the Articles of Amalgamation are filed with the Director under the CBCA, which will be such date as is mutually agreed on by the Abcourt Board and the Pershimex Board, but not later than the Outside Date.

**2.21. Closing**

The Closing will take place at the offices of Lavery, de Billy L.L.P. (or at such other place as may be mutually agreed to by the Parties), at a time to be mutually agreed on by the Parties.

**2.22. Withholding Taxes**

Abcourt will be entitled to deduct and withhold from the Consideration Shares deliverable to any Pershimex Shareholder such amounts as Abcourt may be required to deduct and withhold therefrom under any provision of Applicable Laws in respect of Taxes. To the extent that any amounts are so deducted and withheld, such amounts will be treated for all purposes under this Agreement as having been paid to the Person to whom such amounts would otherwise have been paid. Abcourt may sell or otherwise dispose of any portion of the Consideration Shares issuable to a Pershimex Shareholder as is necessary to provide sufficient funds to enable Abcourt to comply with such deduction and/or withholding requirements.

**ARTICLE 3.**

**SHAREHOLDER INFORMATION, PERSHIMEX INFORMATION CIRCULAR, ABCOURT INFORMATION CIRCULAR AND MEETINGS**

**3.1. Pershimex Information Circular**

- (a) Pershimex shall use all commercially reasonable efforts to prepare and complete, in consultation with Abcourt, the Pershimex Information Circular together with any other documents required by Applicable Laws in connection with the Amalgamation and the Transaction. Pershimex shall use its commercially reasonable efforts to cause the Pershimex Information Circular and such other documents, as applicable, to be filed under the profile of Pershimex on SEDAR as soon as practicable, and, in any event, no later than November 30, 2022, unless otherwise agreed to by the Parties; provided that each Party delivers to the other Parties all requisite information of such Party, financial or otherwise, and any other requisite materials for inclusion in the Pershimex Information Circular no later than November 20, 2022, unless otherwise agreed to by the Parties.
- (b) Pershimex shall ensure that the Pershimex Information Circular complies in material respects with Applicable Laws and does not contain any misrepresentation (only for Pershimex’s controlled information). Abcourt shall provide all necessary information concerning them that is required by Applicable Laws to be included with respect to in the Pershimex Information Circular and shall use its best efforts to ensure that such information does not contain any misrepresentation. Each Party shall promptly notify the other Parties if it becomes aware that the Pershimex Information Circular contains a misrepresentation, or otherwise requires an amendment or supplement. The Parties shall co-operate in the preparation of any such amendment or supplement as required or appropriate, and

Pershimex shall, as required by Applicable Laws, promptly file on SEDAR and, if required by Applicable Laws, file the same with any other Governmental Authority.

### **3.2. Pershimex Meeting**

- (a) Pershimex will convene and conduct the Pershimex Meeting on or before December 31, 2022, or such later date as may be mutually agreed to by Abcourt and Pershimex.
- (b) The Parties shall ensure that the Pershimex Notice of Meeting complies in all material respects with Applicable Laws, does not contain any misrepresentation, and provides the Pershimex Shareholders with sufficient information to permit them to form a reasoned judgement concerning the matters to be placed before the Pershimex Meeting. Pershimex shall promptly notify Abcourt if it becomes aware that the Pershimex Notice of Meeting contains a misrepresentation, or otherwise requires an amendment or supplement. The Parties shall co-operate in the preparation of any such amendment or supplement as required or appropriate with respect to the Pershimex Notice of Meeting, and the Parties shall, as required by Applicable Laws, promptly mail any such amendment or supplement to the Pershimex Shareholders and, if required by Applicable Laws, file the same with any other Governmental Authority.

### **3.3. Abcourt Information Circular**

- (a) Abcourt shall use all commercially reasonable efforts to prepare and complete, in consultation with Pershimex, the Abcourt Information Circular together with any other documents required by Applicable Laws in connection with the Consolidation, the Name Change and the Transaction. Abcourt shall use their commercially reasonable efforts to cause the Abcourt Information Circular and such other documents, as applicable, to be filed under the profile of Abcourt on SEDAR as soon as practicable, and, in any event, no later than November 30, 2022, unless otherwise agreed to by the Parties; provided that each Party delivers to the other Parties all requisite information of such Party, financial or otherwise, and any other requisite materials for inclusion in the Abcourt Information Circular no later than November 20, 2022, unless otherwise agreed to by the Parties.
- (b) Abcourt shall ensure that the Abcourt Information Circular complies in material respects with Applicable Laws and does not contain any misrepresentation. Abcourt shall provide all necessary information concerning them that is required by Applicable Laws to be included with respect to in the Abcourt Information Circular and shall use its best efforts to ensure that such information does not contain any misrepresentation. Each Party shall promptly notify the other Parties if it becomes aware that the Abcourt Information Circular contains a misrepresentation, or otherwise requires an amendment or supplement. The Parties shall co-operate in the preparation of any such amendment or supplement as required or appropriate, and Pershimex shall, as required by Applicable Laws, promptly file on SEDAR and, if required by Applicable Laws, file the same with any other Governmental Authority.

### **3.4. Abcourt Meeting**

- (a) Abcourt will convene and conduct the Abcourt Meeting on or before December 31, 2022, or such later date as may be mutually agreed to by Abcourt and Pershimex.

- (b) The Parties shall ensure that the Abcourt Notice of Meeting complies in all material respects with Applicable Laws, does not contain any misrepresentation, and provides the Abcourt Shareholders with sufficient information to permit them to form a reasoned judgement concerning the matters to be placed before the Abcourt Meeting. Abcourt shall promptly notify Pershimex if it becomes aware that the Abcourt Notice of Meeting contains a misrepresentation, or otherwise requires an amendment or supplement. The Parties shall co-operate in the preparation of any such amendment or supplement as required or appropriate with respect to the Abcourt Notice of Meeting, and the Parties shall, as required by Applicable Laws, promptly mail any such amendment or supplement to the Abcourt Shareholders and, if required by Applicable Laws, file the same with any other Governmental Authority.

### **3.5. Preparation of Filings**

The Parties will co-operate in the preparation of any application for any required Authorization and any other orders, registrations, consents, filings, rulings, exemptions, no-action letters and approvals, and in the preparation of any documents, reasonably deemed by any of the Parties to be necessary to discharge its respective obligations under this Agreement or otherwise advisable under Applicable Laws.

## **ARTICLE 4. REPRESENTATIONS AND WARRANTIES OF PERSHIMEX**

### **4.1. Representations and Warranties of Pershimex**

As of the Execution Date and the Closing Date, and except as set forth in the Pershimex Disclosure Statement or this Agreement, or as otherwise provided for in any certificate or other instrument delivered pursuant to this Agreement, Pershimex makes the following representations and warranties to Abcourt, and acknowledge and agree that Abcourt is relying upon such representations and warranties, each of which is qualified in its entirety by the matters described in the Pershimex Disclosure Statement, in connection with the execution, delivery and performance of this Agreement:

- (a) **Organization and Qualification.** Pershimex is a corporation duly amalgamated and organized and validly existing under the laws of Canada and has all necessary corporate power, authority and capacity to own its property and assets as now owned and to carry on its business as it is now being conducted by Pershimex and each Affiliate thereof:
- (i) has all Authorizations necessary to conduct its business substantially as now conducted, except where the failure to hold such Authorizations would not individually or in the aggregate have a Material Adverse Effect on Pershimex or such Affiliate; and
  - (ii) is duly registered or otherwise authorized and qualified to do business and is in good standing in each jurisdiction in which the character of its properties, owned, leased, licensed or otherwise held, or the nature of its activities, makes such qualification necessary, except where the failure to be so qualified or in good standing would not have a Material Adverse Effect on Pershimex or such Affiliate.
- (b) **Authorized and Issued Capital**
- (i) The authorized share capital of Pershimex consists of an unlimited number of Pershimex Shares. As at the date hereof, there were (i) 138,820,755 Pershimex

Shares, issued and outstanding all of which have been duly authorized and validly issued and are fully paid and non-assessable, (ii) 12,000,000 Pershimex Options under the Stock Option Plan providing for the issuance of 12,000,000 Pershimex Shares upon the exercise thereof, and (iii) 15,085,715 Pershimex Warrants providing for the issuance of 15,085,715 Pershimex Shares upon the exercise thereof. Except for the foregoing, there are no other securities of Pershimex outstanding.

- (ii) All Pershimex Shares, Pershimex Options and Pershimex Warrants have been issued in compliance with all Applicable Laws.
  - (iii) Other than the Pershimex Shares, Pershimex Options and Pershimex Warrants, there are no securities of Pershimex outstanding which have the right to vote generally (or are convertible into or exchangeable for securities having the right to vote generally) in regard to a vote by Pershimex Shareholders on any matter. Except as disclosed in this Agreement, there are no outstanding contractual or other obligations of Pershimex to repurchase, redeem or otherwise acquire any of its securities or with respect to the voting or disposition of any of its outstanding securities. There are no outstanding bonds, debentures or other evidences of indebtedness of Pershimex having the right to vote with the Pershimex Shareholders on any matters.
- (c) **Corporate Authorization.** The execution and delivery of, and performance by, Pershimex of this Agreement and the consummation of the transactions contemplated hereunder have been, or will at Closing, be duly authorized by all necessary corporate action on the part of the Pershimex Board and, subject to obtaining the approval of the Amalgamation Resolution, no other corporate actions on the part of Pershimex are necessary to authorize this Agreement or to complete the Amalgamation.
- (d) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by Pershimex and constitutes a legal, valid and binding agreement of Pershimex, enforceable against it in accordance with its terms, subject only to any limitation under Applicable Laws relating to: (i) bankruptcy, winding-up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference, and other Applicable Laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
- (e) **Compliance with Applicable Laws.** To the knowledge of Pershimex, each Affiliate thereof, and each of their respective directors and officers, as applicable:
- (i) is and at all times has been in compliance with all Applicable Laws in all material respects;
  - (ii) has not received any correspondence or notice from any Governmental Authority, that has not been addressed to the satisfaction of such Governmental Authority, alleging or asserting material noncompliance with any Applicable Laws or any Authorizations;

- (iii) possesses all material Authorizations reasonably required for the conduct of its business as currently conducted and such Authorizations are valid and in full force and effect and it is not in violation of any material term of any such Authorizations;
  - (iv) has not received notice of any pending or threatened claim, suit, Proceeding or other action from any Governmental Authority or third party alleging that any of its operations or activities is in violation of any Applicable Laws or Authorizations, and has no knowledge or reason to believe that any such Governmental Authority or third party is considering any such Proceeding or other action;
  - (v) has not received notice that any Governmental Authority has taken, is taking or intends to take action to limit, suspend, modify or revoke any material Authorizations and has no knowledge or reason to believe that any such Governmental Authority is considering such action;
  - (vi) has, or has had on its behalf, filed, declared, obtained, maintained or submitted all reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments as required by any Applicable Laws or Authorizations and all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were materially complete and correct on the date filed (or were corrected or supplemented by a subsequent submission); and
  - (vii) is not subject to any judgment, order, writ, injunction, decree or award of any Governmental Authority, which, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on Pershimex or any Affiliate thereof.
- (f) **Permits.**
- (i) Section 4.1(f) of the Pershimex Disclosure Statement sets out a complete and accurate list of all Permits (whether governmental, regulatory or similar type) relating to Pershimex's business.
  - (ii) To Pershimex's knowledge, any and all of the Permits relating to the Pershimex Properties are valid and subsisting permits, certificates, agreements, leases, licenses, documents or instruments in full force and effect, enforceable in accordance with terms thereof. All Permits are in good standing and there has been no default under any such Permit.
  - (iii) To Pershimex's knowledge, all Permits set out in Section 4.1(f) of the Pershimex Disclosure Statement are in good standing and there has been no default under any such Permit, and all fees and other amounts required to be paid with respect to such Permits to the date hereof have been paid. There are no actions, proceedings or investigations, pending or, to the knowledge of Pershimex, threatened, against Pershimex that could reasonably be expected to result in the suspension, loss or revocation of any such Permits.

- (iv) Pershimex is in compliance with all Permits relating to the Pershimex Properties and to Pershimex's knowledge there are no other Permits necessary to conduct its current business at the Pershimex Properties as it is now being conducted (as described in the Pershimex Disclosure Statement).
- (g) **Intellectual Property.**
  - (i) Neither Pershimex nor its Affiliates has created or owns any Intellectual Property; and
  - (ii) Neither Pershimex nor its Affiliates: (A) has any pending, unresolved notice of any Proceeding alleging that Pershimex or its Affiliates is infringing upon, diluting, misappropriating or otherwise violating the Intellectual Property Rights of any Person, (B) has any pending, unresolved notice or Proceeding against any other Person alleging that such Person is infringing Intellectual Property Rights, or (C) is a party to any other Proceeding with respect to any Intellectual Property Rights.
- (h) **No Conflict.** The execution and delivery of, and performance by, Pershimex of its obligations under this Agreement, the completion of the transactions contemplated hereby, and the performance of its obligations hereunder and thereunder, do not and will not:
  - (i) conflict with, result in a violation or breach of, constitute a default or require any consent (other than such as has already been obtained), to be obtained under, or give rise to any termination rights or payment obligation under, any provision of:
    - A. any Applicable Law pertaining to any of its Properties or material assets;
    - B. any of the terms or provisions of its constating documents;
    - C. or any license or registration or any agreement, contract or commitment, written or oral, which Pershimex is a party to or bound by or subject to,
 which would, individually or in the aggregate, have a Material Adverse Effect on Pershimex or any Affiliate thereof.
- (i) **Affiliates.** Pershimex does not have any Affiliates and does not have any direct or indirect interests in any other Person.
- (j) **Environmental Laws.** Pershimex has carried on its operations in compliance with all Environmental Laws, without Environmental Claims. Pershimex is not in violation of any regulation relating to the Release or threatened Release of Hazardous Substances. Pershimex has complied in all material respects with all reporting and monitoring requirements under all Environmental Laws. Pershimex has never received any Environmental Claims or notice of any material non-compliance in respect of any Environmental Laws that is currently pending. To the knowledge of Pershimex, there are no events or circumstances that might reasonably be expected to form the basis of an order for clean up or remediation, or an action, suit or proceeding by any private party or Governmental Authority, against or affecting Pershimex relating to Hazardous Substances or any Environmental Laws.

- (k) **Absence of Changes.** Other than the transactions contemplated in this Agreement, the business of Pershimex has been conducted in the Ordinary Course and there has not been any event, occurrence, development or state of circumstances or facts that has had, or would reasonably be expected to have, a Material Adverse Effect on Pershimex.
- (l) **Required Authorizations.** To the best knowledge of Pershimex, there is no requirement to make any filing with, give any notice to, or obtain any Authorization of any Governmental Authority as a condition to the lawful completion of the Transaction, except for the approval of the TSXV.
- (m) **Securities Laws Matters.** Pershimex is a “reporting issuer” under Applicable Laws in the provinces of British Columbia, Alberta, Ontario and Québec and is not in default of any material requirements of any applicable Securities Authorities. No cease trading order with respect to the Pershimex Shares is pending or, to the knowledge of Pershimex, threatened. Pershimex has timely filed with the Securities Authorities all material forms, reports, schedules, statements and other documents required to be filed by it with the Securities Authorities. To Pershimex’s knowledge, no inquiry, review or investigation (formal or informal) of Pershimex by any securities commission or similar regulatory authority under applicable Securities Laws or the TSXV is in effect or ongoing or expected to be implemented or undertaken. Except as set forth above in this Section 4.1(i), Pershimex is not subject to continuous disclosure or other public reporting requirements under any Securities Laws. Pershimex has publicly disclosed all information regarding any event, circumstance or action taken or failed to be taken which could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Pershimex is up-to-date in all forms, reports, statements and documents, including financial statements and management’s discussion and analysis, required to be filed by Pershimex under applicable Securities Laws and the rules and policies of the TSXV. Pershimex has not filed any confidential material change report that at the date hereof remains confidential.
- (n) **Auditors.** There has not been a reportable disagreement (within the meaning of Section 4.11 of National Instrument 51-102 – *Continuous Disclosure Obligations*) with Pershimex’s auditors.
- (o) **Financial Statements.**
- (i) The Pershimex Financial Statements are prepared in accordance with IFRS, consistently applied, and fairly present in all material respects the financial condition of Pershimex and each Affiliate thereof at the respective dates indicated and the results of operations of Pershimex and each Affiliate thereof, on a consolidated basis, for the periods covered. Pershimex has not any Liability, whether accrued, absolute, contingent or otherwise, not reflected in the Pershimex Financial Statements, except Liabilities and obligations incurred in the Ordinary Course which would not reasonably be expected to have a Material Adverse Effect on Pershimex.
- (ii) The Pershimex Financial Statements have been, and all financial statements of Pershimex which are publicly disseminated by Pershimex in respect of any subsequent periods prior to the Closing Date will be, prepared in accordance

with IFRS applied on a basis consistent with those of previous periods and in accordance with applicable Laws. The Pershimex Financial Statements, together with the related management's discussion and analysis, present fairly, in all material respects, the assets, liabilities (whether accrued, absolute, contingent or otherwise) and financial condition of Pershimex, on a consolidated basis, as at the respective dates thereof and the losses, comprehensive losses, results of operations, changes in shareholders' equity and cash flows of Pershimex for the periods covered thereby. There are no outstanding loans made by Pershimex to any director or officer of Pershimex.

(iii) Pershimex is not a party to, or does not have any commitment to become a party to, any joint venture, off-balance sheet partnership or any similar contract where the result, purpose or effect of such contract is to avoid disclosure of any material transaction involving, or material liabilities of, Pershimex in the published financial statements of Pershimex or public disclosure record of Pershimex.

(iv) Neither Pershimex nor any director, officer, employee, consultant, auditor, accountant or representative of Pershimex has received or otherwise had or obtained knowledge of any complaint, allegation, assertion, or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of Pershimex or its internal accounting controls, including any complaint, allegation, assertion, or Proceeding that Pershimex has engaged in questionable accounting or auditing practices, which has not been resolved to the satisfaction of the audit committee of Pershimex Board.

- (p) **Pershimex Records.** (i) The corporate records and minute books of Pershimex contain a complete and accurate, in all material respects, compilation of the corporate records of Pershimex and (ii) the financial books and records and accounts of Pershimex have been maintained in accordance with good business practices on a basis consistent with prior years and past practice, are stated in reasonable detail, accurately and fairly reflect the transactions and acquisitions and dispositions of assets of Pershimex, and will accurately and fairly reflect the basis for the Pershimex Financial Statements, except in each case as same would not reasonably be expected to have a Material Adverse Effect on Pershimex.
- (q) **No Undisclosed Liabilities.** Pershimex has not any outstanding material Liabilities to any Person or is not a party to or bound by any suretyship, guarantee, indemnification or assumption agreement or endorsement of, or any other similar commitment with respect to, the Liabilities of any Person, other than those specifically identified and adequately provided for in the Pershimex Financial Statements or incurred in the Ordinary Course and consistent with past practice.
- (r) **Material Contracts.** Except as would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect on Pershimex: (i) Pershimex is not in breach of or default under the terms of any Material Contract, (ii) as of the Execution Date, to Pershimex's knowledge, no other party to any Material Contract is in breach of or default under the terms of any such Material Contract and (iii) each Material Contract is a valid and binding obligation of Pershimex that is a party thereto and is in full force and effect.
- (s) **No Material Adverse Effect.** Other than the transactions contemplated in this Agreement, the business of Pershimex has been conducted in the Ordinary Course and, there has not

been any event, occurrence, development, change or state of facts or circumstances that has had, or would reasonably be expected to have, a Material Adverse Effect on Pershimex.

- (t) **Compliance with Laws.** In all material respects, Pershimex has complied with all Applicable Laws.
- (u) **Litigation.** There is no claim, Environmental Claim, action, Proceeding or investigation pending, in progress or, to the knowledge of Pershimex, threatened against, or relating to Pershimex, or any of their respective properties or assets, including the Pershimex Properties. Pershimex, nor any of its assets, including the Pershimex Properties, is not subject to any outstanding judgment, order, writ, injunction or decree that involves or restricts the right or ability of Pershimex to conduct its business in all material respects as it is currently carried on, or that would materially impede the consummation of the Transaction.
- (v) **Solvency of Pershimex.** There are reasonable grounds for believe that Pershimex is able to pay its liabilities as they become due and, at the time of the consummation of the Amalgamation, will be able to pay its liabilities as they become due.
- (w) **Creditors of Pershimex.** Pershimex has reasonable grounds for believing that no creditor of Pershimex will be materially prejudiced by the Amalgamation.
- (x) **Bankruptcy.** No act or Proceeding has been taken by or against Pershimex in connection with the dissolution, liquidation, winding up, bankruptcy or reorganization of Pershimex, or for the appointment of a trustee, receiver, manager or other administrator of Pershimex or any of its properties or assets nor is, to the knowledge of Pershimex, any threatened. Pershimex has not sought protection under the *Bankruptcy and Insolvency Act* (Canada) or the *Company Creditors Arrangement Act* (Canada) or any applicable bankruptcy legislation outside Canada.
- (y) **Employment Matters**
  - (i) Pershimex does not have, and has never had, any Employee Plans;
  - (ii) The execution of this Agreement and the consummation of the transactions contemplated hereby will not (either alone or upon the occurrence of any additional or subsequent events) constitute an event under an Employee Contract or contract with any consultant, trust or loan that will or may result in any payment (whether of severance pay or otherwise), acceleration, forgiveness of indebtedness, vesting, distribution, increase in benefits or obligation to fund benefits with respect to any Employee or contractor of. Pershimex.
  - (iii) Pershimex:
    - A. is in compliance in all material respects with all Applicable Laws respecting employment, employment practices, terms and conditions of employment and wages and hours with respect to all of its Employees;

- B. has withheld all amounts required by Applicable Laws or by agreement to be withheld by it from the wages or salaries of, and other payments to, Employees;
  - C. is not liable for any arrears of wages, Taxes or any penalty for failure to comply with any of the foregoing;
  - D. is not liable for any payment to any trust or other fund or to any Governmental Authority with respect to unemployment compensation benefits, social security or other benefits for its Employees (other than routine payments to be made in the Ordinary Course and consistent with past practice);
  - E. has provided its Employees with all applicable wages, benefits, stock options, bonuses, incentives and all other compensation that are, or have become, the case being, due and payable through to the Closing; and
  - F. represents that in the last three years, no citation has been issued by any federal or provincial occupational safety and health board or agency against it, and no notice of any Proceeding involving it has been filed or is pending or, to its knowledge, threatened, against it under any Applicable Laws relating to occupational safety and health.
- (iv) No work stoppage, labour strike or other “concerted action” involving Employees of, or against, Pershimex is pending or, to the knowledge of Pershimex, threatened. Pershimex is not involved in, nor, to the knowledge of Pershimex, has been threatened with, any labour dispute, grievance, or litigation relating to labour, safety or discrimination matters involving any Employee of Pershimex, including, without limitation, charges of unfair labour practices or discrimination complaints, which, if adversely determined, would, individually or in the aggregate, result in a Material Adverse Effect on Pershimex.
- (v) Pershimex is not presently, nor has been in the past, a party to, or bound by, any collective bargaining agreement or union contract with respect to any Employees, and no collective bargaining agreement is being negotiated. There are no activities or Proceedings of a labour union to organize any of the Employees of Pershimex.
- (vi) Except for claims by Employees under any applicable workers’ compensation or similar legislation which, if adversely determined, would not, either individually or in the aggregate, have a Material Adverse Effect on Pershimex, there are no complaints, claims or charges pending or outstanding or, to the best of the knowledge of Pershimex, anticipated, nor are there any orders, decisions, directions or convictions currently registered or outstanding by any Governmental Authority against, or in respect of, Pershimex thereof under or in respect of any employment legislation.
- (x) **Taxes.** Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect with respect to Pershimex, to the knowledge of Pershimex:

- (i) Pershimex has duly and timely made or prepared all Tax Returns required to be made or prepared by it, has duly and timely filed all Tax Returns required to be filed by it with the appropriate Governmental Authority and has, in all material respects, completely and correctly reported all income and all other amounts or information required to be reported thereon;
  - (ii) Pershimex has: (A) duly and timely paid all Taxes due and payable by it, (B) duly and timely withheld all Taxes and other amounts required by Applicable Law to be withheld by it and has duly and timely remitted to the appropriate Governmental Authority such Taxes and other amounts required by Applicable Law to be remitted by it, and (C) duly and timely collected all amounts on account of sales or transfer taxes, including value added, goods and services, harmonized sales and sales taxes, required by Applicable Law to be collected by it and has duly and timely remitted to the appropriate Governmental Authority any such amounts required by Applicable Law to be remitted by it;
  - (iii) the charges, accruals and reserves for Taxes reflected on the Pershimex Financial Statements (whether or not due and whether or not shown on any Tax Return, but excluding any provision for deferred income taxes) are adequate under IFRS to cover Taxes with respect to Pershimex accruing through the Execution Date;
  - (iv) there are no Proceedings now pending or to the knowledge of Pershimex, threatened against Pershimex that propose to assess Taxes in addition to those reported in the Tax Returns;
  - (v) Pershimex has not received a refund of any Taxes to which it was not entitled;
  - (vi) all Liability of Pershimex for federal, state and provincial income and other Taxes has been assessed by the relevant Governmental Authority for all fiscal years up to and including the fiscal year ended February 28, 2022;
  - (vii) Pershimex is not liable for any Taxes of any other Person as a result of any indemnification provision or other contractual obligation or arrangement (but other than customary Tax indemnifications contained in credit or other commercial agreements the primary purpose of which does not relate to Taxes) or an express or implied obligation to assume or succeed to the Taxes or other Liability of another Person;
  - (viii) no power of attorney has been granted by Pershimex that is currently in force with respect to any matter relating to material Taxes; and
  - (ix) no waiver of any statute of limitations with respect to Taxes has been given or requested with respect to Pershimex.
- (y) **Interest in the Pershimex Properties**
- (i) Pershimex is the sole legal and beneficial owner, and has valid and sufficient right, title and interest, free and clear of any title defect or Lien: (i) to its concessions, claims, leases, licences, and all other rights relating in any manner whatsoever to

the interest in, or exploration for minerals on the Pershimex Properties and, in each case, as are necessary to perform the operation of its business as presently owned and conducted; (ii) to its real property interests including fee simple estate of and in real property, licences (from landowners and authorities permitting the use of land by Pershimex), leases, rights of way, occupancy rights, surface rights, mineral rights, easements and all other real property interests, and, in each case, as are necessary to perform the operation of its business as presently owned and conducted; and (iii) to, or is entitled to the benefits of, all of its properties and assets of any nature whatsoever and to all benefits derived therefrom and mineral rights including all the properties (including, without limitation, the Pershimex Properties), together with all additions thereto, and such properties and assets are not subject to any Lien or defect in title of any kind except as is specifically identified in the balance sheets forming part of the Financial Statements and in the notes thereto.

- (ii) All mineral property claims in which Pershimex has an interest or right, including the Pershimex Properties, have been validly located and recorded in accordance with all Laws and are valid and subsisting. Pershimex has all necessary surface rights, access rights and other rights and interests relating to its mineral properties, granting Pershimex the right and ability to conduct its business as currently conducted, with only such exceptions as do not materially interfere with the use made by Pershimex of the rights or interests so held, and each of the property interests or rights and each of the documents, agreements, instruments and obligations relating thereto and referred to above is currently in good standing in the name of Pershimex and free and clear of all material encumbrances.
- (iii) Pershimex has duly and timely satisfied all of the obligations required to be satisfied, performed and observed by it under, and there exists no default or event of default or event, occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default or event of default by Pershimex under any agreement pertaining to the Pershimex Properties or to the other assets or properties and each such lease, contract or other agreement is enforceable and in full force and effect.
- (iv) (i) Pershimex has the exclusive right to deal with the Pershimex Properties; (ii) no person or entity of any nature whatsoever other than Pershimex has any interest in the Pershimex Properties or any right to acquire or otherwise obtain any such interest; (iii) there are no back-in rights, earn-in rights, rights of first refusal, off-take rights or obligations, royalty rights, streaming rights, or other rights of any nature whatsoever which would affect Pershimex's interests in the Pershimex Properties and no such rights are threatened; (iv) Pershimex has not received any notice, whether written or oral, from any Governmental Authority or any other person of any revocation or intention to revoke, diminish or challenge its interest in the Pershimex Properties; and (v) the Pershimex Properties are in good standing under and comply with all Laws and all work required to be performed has been performed and all taxes, fees, expenditures and all other payments in respect thereof have been paid or incurred and all filings in respect thereof have been made.

- (v) There are no adverse claims, demands, actions, suits or proceedings that have been commenced or are pending or, to the knowledge of Pershimex, that are threatened, affecting or which could affect Pershimex's right, title or interest in the Pershimex Properties or the ability of Pershimex to explore or develop the Pershimex Properties, including the title to or ownership by Pershimex of the foregoing, or which might involve the possibility of any judgement or liability affecting the Pershimex Properties.
- (vi) none of the directors or officers of Pershimex holds any right, title or interest in, nor has taken any action to obtain, directly or indirectly, any right, title and interest in any of Pershimex Properties or in any permit, concession, claim, lease, licence or other right to explore for, exploit, develop, mine or produce minerals from or in any manner in relation to the Pershimex Properties and any other properties located within 20 kilometres of any of the Pershimex Properties.
- (vii) Pershimex has provided Abcourt with access to full and complete copies of all exploration information and data within its possession or control including, without limitation, all geological, geophysical and geochemical information and data (including all drill, sample and assay results and all maps) and all technical reports, feasibility studies and other similar reports and studies concerning the Pershimex Properties and Pershimex has the sole right, title and ownership of all such information, data, reports and studies.
- (z) **Expropriation.** Neither of the Pershimex Properties nor any other property or asset of Pershimex has been taken or expropriated by any Governmental Authority nor has any notice or proceeding in respect thereof been given or commenced nor, to the knowledge of Pershimex, is there any intent or proposal to give any such notice or to commence any such proceeding.
- (aa) **Technical Disclosure.** Pershimex is in compliance in all material respects with the provisions of NI 43-101 and has filed all technical reports required thereby.
- (bb) **Work Programs.** Pershimex has not entered into any joint venture, work program or made any other commitment or undertaking of any nature for which Pershimex will be required to pay greater than \$50,000 over the next three months.
- (cc) **First Nations Claims.** Pershimex has not received any written First Nations Claim which affects Pershimex nor, to the knowledge of Pershimex, has any First Nations Claim been threatened which relates to any of the Pershimex Properties, any Permits or the operation by Pershimex of its businesses in the areas in which such operations are carried on or in which any of the Pershimex Properties are located and Pershimex has no outstanding agreements, memorandums of understanding or similar arrangements with any First Nations Group. There are no ongoing or outstanding discussions, negotiations, or similar communications with or by any First Nations Group concerning Pershimex, or its business, operations or assets.
- (dd) **NGOs and Community Groups.** No dispute between Pershimex and any non-governmental organization, community, or community group exists or, to the knowledge

of Pershimex, is threatened or imminent with respect to any of the Pershimex Properties or Pershimex's operations.

- (ee) **Government Officials.** Pershimex, nor, to the knowledge of Pershimex, any director, officer, employee, agent or representative of Pershimex, has not taken or will not take any action in furtherance of an offer, payment, promise to pay, authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any "government official" (including any officer or employee of a government or government-owned or controlled entity, of a public international organization, or any Person acting in an official capacity for or on behalf of any of the foregoing, or any political party, party official or candidate for political office) to influence official action or secure an improper advantage, including in violation of the *Corruption of Foreign Public Officials Act*; and Pershimex has conducted its businesses in compliance with applicable anticorruption laws.
- (ff) **Anti-Money Laundering Laws.** The operations of Pershimex are and have been conducted, at all times, in material compliance with all applicable financial recordkeeping and reporting requirements of applicable anti-money laundering statutes of the jurisdictions in which Pershimex conduct or conducted business, the rules and regulations thereunder, and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority (collectively, the "**Anti-Money Laundering Laws**"), and no Proceeding by or before any Governmental Authority involving Pershimex or any of its Affiliates with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of Pershimex, threatened.
- (gg) **Full Disclosure.** To Pershimex's knowledge, the information and statements contained in this section 4.1 and disclosure letter are true and correct and constitute full and plain disclosure of all material facts relating to Abcourt and contain no misrepresentations.

#### 4.2. **Survival of Representations and Warranties of Pershimex**

The representations and warranties of Pershimex contained in this Agreement will survive the completion of the Transaction and will expire and be terminated on the date that is two years from the Execution Date.

### ARTICLE 5.

#### REPRESENTATIONS AND WARRANTIES OF ABCOURT AND NEWCO

##### 5.1. **Representations and Warranties of Abcourt and Newco**

As of the Execution Date and the Closing Date and except as set forth in the Abcourt Disclosure Statement or this Agreement, or as otherwise provided for in any certificate or other instrument delivered pursuant to this Agreement, Abcourt makes the following representations and warranties to Pershimex, and acknowledges and agrees that Pershimex is relying upon such representations and warranties, each of which is qualified in its entirety by the matters described in the Abcourt Disclosure Statement, in connection with the execution, delivery and performance of this Agreement:

- (a) **Organization and Qualification.** Abcourt is a corporation duly incorporated and organized and validly existing under the laws of Québec. Abcourt is validly existing under the *Business Corporations Act* (Québec) and the laws applicable in Canada, and has all necessary power, authority and capacity to own its property and assets as now owned and to conduct its affairs as now conducted. Newco is a corporation duly incorporated and

organized and validly existing under the CBCA and has all necessary power, authority and capacity to own its property and assets as now owned and to conduct its affairs as now conducted. Each of Abcourt and Newco:

- (i) has all Authorizations necessary to conduct its business substantially as now conducted, except where the failure to hold such Authorizations would not individually or in the aggregate have a Material Adverse Effect on it; and
- (ii) is duly registered or otherwise authorized and qualified to do business and is in good standing in each jurisdiction in which the character of its properties, owned, leased, licensed or otherwise held or the nature of its activities makes such qualification necessary, except where the failure to be so qualified or in good standing would not have a Material Adverse Effect on it.

(b) **Authorized and Issued Capital**

- (i) The authorized share capital of Abcourt consists of an unlimited number of Abcourt Shares without par value, voting and participating. As at the date hereof, there are 348,814,161 Abcourt Shares issued and outstanding.
- (ii) There are 3,800,000 options for Abcourt Shares (“**Abcourt Options**”) granted at exercise prices between \$0.05 and \$0.10 and expiring dates between October 2023 and November 2027, providing for the issuance of 3,800,000 Abcourt Shares.
- (iii) There are 39,600,000 warrants (“**Abcourt Warrants**”) issued and outstanding that entitle their holder to subscribe to an equivalent number of Abcourt Shares.
- (iv) The authorized share capital of Newco consists of an unlimited number of Newco Shares. As at the date hereof, there are 10 Newco Share issued and outstanding.
- (v) Other than the Abcourt Options and the Abcourt Warrants disclosed in Sections 5.1(b)(ii) and 5.1(b)(iii) of this Agreement, there are no other options, warrants, conversion privileges or other rights, shareholder rights plans or Contracts (pre-emptive, contingent or otherwise) of any character whatsoever requiring or which may require the issuance, sale or transfer by Abcourt or Newco of any Abcourt Shares or Newco Shares, or any securities or obligations convertible into, or exchangeable or exercisable for, or otherwise evidencing a right or obligation to acquire, any Abcourt or Newco Shares.
- (vi) All outstanding Abcourt Shares and Newco Shares have been duly authorized and validly issued, and are fully paid and non-assessable, and are not and will not be subject to, or issued in violation of, any preemptive rights. All Abcourt Shares, Newco Shares, Abcourt Options and Abcourt Warrants have been issued in compliance with all Applicable Laws.
- (vii) Other than the Abcourt Options and the Abcourt Warrants disclosed in Sections 5.1(b)(ii) and 5.1(b)(iii) of this Agreement, there are no securities of Abcourt or Newco outstanding which have the right to vote generally (or are convertible into or exchangeable for securities having the right to vote generally) with Abcourt

Shareholders or the shareholders of Newco, as applicable, on any matter. There are no outstanding contractual or other obligations of Abcourt or Newco to repurchase, redeem or otherwise acquire any of its securities, or with respect to the voting or disposition of any of its outstanding securities. There are no outstanding bonds, debentures or other evidences of indebtedness of Abcourt or Newco having the right to vote with Abcourt Shareholders or shareholders of Newco, as applicable, on any matters.

- (c) **Authorization Relative to this Agreement.** Each of Abcourt and Newco has the requisite power and authority to carry out its obligations hereunder. The execution, delivery and performance of this Agreement and the consummation by Abcourt and Newco of the Transaction have been, or will at Closing be, duly authorized by the Abcourt Board and the board of directors of Newco, respectively, and no other proceedings on the part of Abcourt or Newco are necessary to authorize the entry into this Agreement by Abcourt or Newco.
- (d) **Newco.** Newco was incorporated solely to effect the Amalgamation. It has not carried on any business and has no Employees.
- (e) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by each of Abcourt and Newco, and constitutes a legal, valid and binding agreement of Abcourt and Newco, enforceable against it in accordance with its terms, subject only to any limitation under Applicable Laws relating to: (i) bankruptcy, winding-up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other Applicable Laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
- (f) **Compliance with Applicable Laws.** Abcourt and Newco, and each of their respective directors and officers, as applicable:
  - (i) is and at all times has been in compliance with all Applicable Laws in all material respects;
  - (ii) has not received any correspondence or notice from any Governmental Authority, that has not been addressed to the satisfaction of such Governmental Authority, alleging or asserting material noncompliance with any Applicable Laws or any Authorizations;
  - (iii) possesses all material Authorizations reasonably required for the conduct of its business as currently conducted, and such Authorizations are valid and in full force and effect and it is not in violation of any material term of any such Authorizations;
  - (iv) has not received notice of any pending or threatened claim, suit, Proceeding or other action from any Governmental Authority or third party alleging that any of its operations or activities is in violation of any Applicable Laws or Authorizations, and has no knowledge or reason to believe that any such Governmental Authority or third party is considering any such Proceeding or other action;

- (v) has not received notice that any Governmental Authority has taken, is taking or intends to take action to limit, suspend, modify or revoke any material Authorizations and has no knowledge or reason to believe that any such Governmental Authority is considering such action;
  - (vi) has, or has had on its behalf, filed, declared, obtained, maintained or submitted all reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments as required by any Applicable Laws or Authorizations and all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were materially complete and correct on the date filed (or were corrected or supplemented by a subsequent submission); and
  - (vii) is not subject to any judgment, order, writ, injunction, decree or award of any Governmental Authority, which, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on Abcourt or Newco.
- (g) **Permits.**
- (i) Section 5.1(g) of the Abcourt Disclosure Statement sets out a complete and accurate list of all Permits (whether governmental, regulatory or similar type) relating to Abcourt's business.
  - (ii) To Abcourt's knowledge, any and all of the Permits relating to the Abcourt Properties are valid and subsisting permits, certificates, agreements, leases, licenses, documents or instruments in full force and effect, enforceable in accordance with terms thereof. All Permits are in good standing and there has been no material default under any such Permit.
  - (iii) To Abcourt's knowledge, all Permits set out in Section 5.1(g) of the Abcourt Disclosure Statement are in good standing and there has been no default under any such Permit, and all fees and other amounts required to be paid with respect to such Permits to the date hereof have been paid. There are no actions, proceedings or investigations, pending or threatened, against Abcourt or Newco, as the case may be, that could reasonably be expected to result in the suspension, loss or revocation of any such Permits.
  - (iv) Abcourt and Newco are in compliance with all Permits relating to the Abcourt Properties and to Abcourt's knowledge there are no other Permits necessary to conduct its current business at the Abcourt Properties as it is now being conducted (as described in the Abcourt Disclosure Statement).
- (h) **Intellectual Property**
- (i) Neither Abcourt nor Newco, as the case may be, has created or owns any Intellectual Property;

- (ii) Neither Abcourt nor Newco: (A) has any pending, unresolved notice of any Proceeding alleging that Abcourt or Newco is infringing upon, diluting, misappropriating or otherwise violating the Intellectual Property Rights of any Person, (B) has any pending, unresolved notice or Proceeding against any other Person alleging that such Person is infringing Intellectual Property Rights, or (C) is a party to any other Proceeding with respect to any Intellectual Property Rights; and
  - (iii) Abcourt has used its commercially reasonable efforts to protect, in all material respects: (A) the confidentiality of material confidential information of Abcourt and Newco, (B) personally identifiable information provided by Abcourt's customers and website users from unauthorized disclosure or use, and (C) the integrity and security of its information technology systems, and neither Abcourt nor Newco, has, as of the Execution Date, any Proceeding pending against it, or threat of such Proceeding, alleging any breach, violation, misuse or unauthorized disclosure of any of the foregoing.
- (i) **No Conflict.** The execution and delivery by each of Abcourt and Newco of, and performance by each of Abcourt and Newco of its respective obligations under, this Agreement and in connection with the completion of the Transaction, do not and will not:
- (i) constitute or result in a violation or breach of, or conflict with, any of the terms or provisions of its constating documents; or any other agreement or understanding with any party holding an ownership interest in Abcourt.
  - (ii) require any consent or other action by any Person under, constitute or result in a breach or violation of or conflict with, or, with or without notice or lapse of time or both, allow any Person to exercise any rights under, any of the terms or provisions of any Contracts to which Abcourt or Newco is a party or pursuant to which any of its assets or properties may be affected;
  - (iii) result in a breach of, or cause the termination or revocation of, any Authorization held by Abcourt or Newco; or
  - (iv) result in the violation of any Applicable Law applicable to it or any of its properties or assets.

which would, individually or in the aggregate, have a Material Adverse Effect on Abcourt, Newco, their properties or assets.

- (i) **Abcourt Affiliates.** Abcourt has no Affiliates and does not have any direct or indirect interests in any other Person other than Newco.
- (j) **Environmental Laws.** Abcourt, Newco, their respective assets and the operation of their respective business, have been and are in compliance with all Environmental Laws, without Environmental Claims. Neither Abcourt nor Newco is in violation of any regulation relating to the Release or threatened Release of Hazardous Substances. Each of Abcourt and Newco has complied in all material respects with all reporting and monitoring requirements under all Environmental Laws. Each of Abcourt and Newco has never

received any Environmental Claims or any notice of any material non-compliance in respect of any Environmental Laws. To the knowledge of each of Abcourt and Newco, there are no events or circumstances that might reasonably be expected to form the basis of an order for clean up or remediation, or an action, suit or proceeding by any private party or Governmental Authority, against or affecting Abcourt relating to Hazardous Substances or any Environmental Laws.

- (k) **Absence of Changes.** Other than the transactions contemplated in this Agreement, the business of Abcourt and each Affiliate thereof has been conducted in the Ordinary Course and there has not been any event, occurrence, development or state of circumstances or facts that has had, or would be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect on Abcourt or any Affiliate thereof.
- (l) **Required Authorizations.** There is no requirement for Abcourt or Newco to make any filing with, give any notice to, or obtain any Authorization of, any Governmental Authority as a condition to the execution and delivery of this Agreement, the performance of their respective obligations and the lawful completion of the transactions contemplated by this Agreement, except as pertains to obtaining the approval of the TSXV.
- (m) **Securities Laws Matters.** Abcourt is a “reporting issuer” under Applicable Laws in the Provinces of Québec, British Columbia, Alberta and Ontario and is not in default of any material requirements of any applicable Securities Authorities. No delisting, suspension of trading in, or cease trading order with respect to, Abcourt Shares is pending or, to the knowledge of Abcourt, threatened. The documents filed by Abcourt on SEDAR did not, at the respective times they were filed, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances under which they were made. Abcourt has timely filed with the Securities Authorities all material forms, reports, schedules, statements and other documents required to be filed by it with the Securities Authorities. To Abcourt’s knowledge, no inquiry, review or investigation (formal or informal) of Abcourt by any securities commission or similar regulatory authority under applicable Securities Laws or the TSXV is in effect or ongoing or expected to be implemented or undertaken. Except as set forth above in this Section 5.1(m), Abcourt is not subject to continuous disclosure or other public reporting requirements under any Securities Laws. The documents and information disclosed under the public disclosure record of Abcourt as at the respective dates they were filed, were in compliance with applicable Securities Laws and, where applicable, the rules and policies of the TSXV. Abcourt has publicly disclosed all information regarding any event, circumstance or action taken or failed to be taken which could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Abcourt is up-to-date in all forms, reports, statements and documents, including financial statements and management’s discussion and analysis, required to be filed by Abcourt under applicable Securities Laws and the rules and policies of the TSXV. Abcourt has not filed any confidential material change report that at the date hereof remains confidential.
- (n) **Auditors.** There has not been a reportable disagreement (within the meaning of Section 4.11 of National Instrument 51-102 – *Continuous Disclosure Obligations*) with Abcourt’s auditors.

(o) **Financial Statements.**

(i) The Abcourt Financial Statements were prepared in accordance with IFRS, consistently applied, and fairly present in all material respects the consolidated financial condition of Abcourt and each Affiliate thereof at the respective dates indicated and the results of operations of Abcourt and each Affiliate thereof for the periods covered on a consolidated basis. Neither Abcourt nor Newco has any Liability (including, without limitation, liabilities or obligations to fund any operations, to give any guarantees or for Taxes), whether accrued, absolute, contingent or otherwise, not reflected in the Abcourt Financial Statements, except Liabilities incurred in the Ordinary Course, which Liabilities would not reasonably be expected to have a Material Adverse Effect on Abcourt or any Affiliate thereof.

(ii) The Abcourt Financial Statements have been, and all financial statements of Abcourt which are publicly disseminated by Abcourt in respect of any subsequent periods prior to the Closing Date will be, prepared in accordance with IFRS applied on a basis consistent with those of previous periods and in accordance with applicable Laws. The Abcourt Financial Statements, together with the related management's discussion and analysis, present fairly, in all material respects, the assets, liabilities (whether accrued, absolute, contingent or otherwise) and financial condition of Abcourt, on a consolidated basis, as at the respective dates thereof and the losses, comprehensive losses, results of operations, changes in shareholders' equity and cash flows of Abcourt for the periods covered thereby. There are no outstanding loans made by Abcourt to any director or officer of Abcourt.

(iii) Abcourt is not a party to, or does not have any commitment to become a party to, any joint venture, off-balance sheet partnership or any similar contract where the result, purpose or effect of such contract is to avoid disclosure of any material transaction involving, or material liabilities of, Abcourt in the published financial statements or public disclosure record of Abcourt .

(iv) Management of Abcourt has designed a process of internal control over financial reporting (as such term is defined in NI 52-109) for Abcourt providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS and has otherwise complied with NI 52-109.

(v) Neither Abcourt nor any director, officer, employee, consultant, auditor, accountant or representative of Abcourt has received or otherwise had or obtained knowledge of any complaint, allegation, assertion, or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of Abcourt or any of its subsidiaries or their respective internal accounting controls, including any complaint, allegation, assertion, or Proceeding that Abcourt has engaged in questionable accounting or auditing practices, which has not been resolved to the satisfaction of the audit committee of Abcourt Board.

(p) **Abcourt Records.** The corporate records and minute books of Abcourt and Newco have been maintained in accordance with all Applicable Laws and are complete and accurate in all material respects. Financial books and records and accounts of Abcourt and Newco: (i) have been maintained in accordance with good business practices on a basis consistent with

prior years and past practice; (ii) are stated in reasonable detail and accurately and fairly reflect the transactions and acquisitions and dispositions of assets of Abcourt; and (iii) accurately and fairly reflect the basis for the consolidated financial statements of Abcourt, except in each case as same would not reasonably be expected to have a Material Adverse Effect on Abcourt.

- (q) **No Undisclosed Liabilities.** Neither Abcourt nor any Affiliate thereof has no outstanding material Liabilities to any Person or third parties and is not party to or bound by any suretyship, guarantee, indemnification or assumption agreement, or endorsement of, or any other similar commitment with respect to, the Liabilities of any Person, other than those specifically identified and adequately provided for in the Abcourt Financial Statements or incurred in the Ordinary Course and consistent with past practice.
- (r) **Material Contracts.** Except as would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect on Abcourt or any Affiliate thereof: (i) neither Abcourt nor any Affiliate thereof is in breach of or default under the terms of any Material Contract, (ii) as of the Execution Date, to the knowledge of Abcourt, no other party to any Material Contract is in breach of or default under the terms of any such Material Contract and (iii) each Material Contract is a valid and binding obligation of Abcourt and each other party thereto and is in full force and effect.
- (s) **No Material Adverse Effect.** Other than the transactions contemplated in this Agreement, the business of Abcourt and each Affiliate thereof has been conducted in the Ordinary Course and, there has not been any event, occurrence, development, change or state of facts or circumstances that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Abcourt or any Affiliate thereof.
- (t) **Compliance with Laws.** In all material respects, each of Abcourt and Newco has complied with all Applicable Laws.
- (u) **Litigation.** There is no claim, Environmental Claims, action, Proceeding or investigation pending, in progress or, to the knowledge of Abcourt and Newco, threatened against or relating to Abcourt or Newco affecting any of their respective properties or assets before any Governmental Authority. There is no bankruptcy, liquidation, winding-up or other similar Proceeding pending or in progress, nor, to the knowledge of Abcourt, threatened against or relating to Abcourt or Newco. Neither Abcourt nor Newco, nor any of their respective assets, is subject to any outstanding judgment, order, writ, injunction or decree that involves, or may involve, or restricts or may restrict, the right or ability of Abcourt or Newco to conduct their business in all material respects as it has been carried on or prior to the date hereof, or that would materially impede the consummation of the Transaction.
- (v) **Solvency.** There are reasonable grounds for believe that each of Abcourt and Newco is able to pay its liabilities as they become due and, at the time of the consummation of the Amalgamation, will be able to pay its liabilities as they become due.
- (w) **Creditors.** Each of Abcourt and Newco has reasonable grounds for believing that no creditor of Abcourt nor any of its Affiliates thereof will be materially prejudiced by the Amalgamation.

- (x) **Bankruptcy.** No act or Proceeding has been taken by or against Abcourt or Newco in connection with the dissolution, liquidation, winding up, bankruptcy or reorganization of Abcourt or Newco nor, to the knowledge of Abcourt, is any threatened, or for the appointment of a trustee, receiver, manager or other administrator of Abcourt or Newco, or any of their respective assets. Neither Abcourt nor Newco has sought protection under the *Bankruptcy and Insolvency Act* (Canada) or the *Company Creditors Arrangement Act* (Canada) or applicable bankruptcy legislation outside Canada.
- (y) **Employment Matters**
- (i) Neither Abcourt nor Newco have, and has ever had, any Employee Plans;
- (ii) Each of Abcourt and Newco has made available to Pershimex correct and complete copies of all documents embodying each Employee Contract or contract with any consultant with respect to Abcourt and Newco, including all amendments thereto, and copies of all documents used in connection therewith, a list of which is included in Section 5.1 (y)(ii) of the Abcourt Disclosure Statement;
- (iii) The execution of this Agreement and the consummation of the transactions contemplated hereby will not (either alone or upon the occurrence of any additional or subsequent events) constitute an event under an Employee Contract or contract with any consultant, trust or loan that will or may result in any payment (whether of severance pay or otherwise), acceleration, forgiveness of indebtedness, vesting, distribution, increase in benefits or obligation to fund benefits with respect to any Employee or contractor of Abcourt or Newco.
- (iv) Each of Abcourt and Newco:
- A. is in compliance in all material respects with all Applicable Laws respecting employment, employment practices, terms and conditions of employment and wages and hours with respect to all of its Employees;
- B. has withheld all amounts required by Applicable Laws or by agreement to be withheld by it from the wages or salaries of, and other payments to, Employees;
- C. is not liable for any arrears of wages, Taxes or any penalty for failure to comply with any of the foregoing;
- D. is not liable for any payment to any trust or other fund or to any Governmental Authority with respect to unemployment compensation benefits, social security or other benefits for its Employees (other than routine payments to be made in the Ordinary Course and consistent with past practice);
- E. has provided its Employees with all wages, benefits, stock options, bonuses, incentives and all other compensation that are, or have become, due and payable through to the Closing; and

- F. represents that in the last three years, no citation has been issued by any federal or provincial occupational safety and health board or agency against it, and no notice of any Proceeding involving it has been filed or is pending or, to its knowledge, threatened, against it under any Applicable Laws relating to occupational safety and health.
- (v) No work stoppage, labour strike or other “concerted action” involving Employees of, or against, Abcourt or any Affiliate thereof is pending or, to the knowledge of Abcourt, threatened. Neither Abcourt nor any of its Affiliates is involved in, nor, to the knowledge of Abcourt or any Affiliate thereof, has been threatened with, any labour dispute, grievance, or litigation relating to labour, safety or discrimination matters involving any Employee of Abcourt or any Affiliate thereof, including, without limitation, charges of unfair labour practices or discrimination complaints, which, if adversely determined, would, individually or in the aggregate, result in a Material Adverse Effect on Abcourt or Newco.
- (vi) Except as set out in Section 5.1 (y)(vi) of the Abcourt Disclosure Statement, neither Abcourt nor any Affiliate thereof is presently, or has been in the past, a party to, or bound by, any collective bargaining agreement or union contract with respect to any Employees, and no collective bargaining agreement is being negotiated. There are no activities or Proceedings of a labour union to organize any of the Employees of Abcourt or Newco.
- (vii) There are no complaints, claims or charges pending or outstanding or, to the best of the knowledge of Abcourt, anticipated, nor are there any orders, decisions, directions or convictions currently registered or outstanding by any Governmental Authority against, or in respect of, Abcourt or Newco under or in respect of any employment legislation.
- (z) **Certain Contracts.** Neither Abcourt nor Newco is a party to or bound by any noncompetition agreement or any other agreement, obligation, judgment, injunction, order or decree that purports to: (i) limit the manner or the localities in which any portion of the business of Abcourt or Newco is conducted, (ii) limit any business practice of Abcourt or Newco, or (iii) restrict any acquisition or disposition of any property by Abcourt or Newco.
- (aa) **Taxes.** Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect with respect to Abcourt and Newco:
- (i) Abcourt has duly and timely made or prepared all Tax Returns required to be made or prepared by it, has duly and timely filed all Tax Returns required to be filed by it with the appropriate Governmental Authority, and has, in all material respects, completely and correctly reported all income and all other amounts or information required to be reported thereon;
- (ii) Abcourt has: (A) duly and timely paid all Taxes due and payable by it, (B) duly and timely withheld all Taxes and other amounts required by Applicable Law to be withheld by it and has duly and timely remitted to the appropriate Governmental Authority such Taxes and other amounts required by Applicable Law to be remitted by it, and (C) duly and timely collected all amounts on account of sales

or transfer taxes, including value added, goods and services, harmonized sales and sales taxes, required by Applicable Law to be collected by it and has duly and timely remitted to the appropriate Governmental Authority any such amounts required by Applicable Law to be remitted by it;

- (iii) the charges, accruals and reserves for Taxes reflected on the Abcourt Financial Statements (whether or not due and whether or not shown on any Tax Return, but excluding any provision for deferred income taxes) are adequate under IFRS to cover Taxes with respect to Abcourt accruing through the Execution Date;
- (iv) there are no proceedings, investigations, audits, assessments, reassessments or claims now pending or to the knowledge of Abcourt, threatened against Abcourt that propose to assess Taxes in addition to those reported in the Tax Returns;
- (v) Abcourt has not received a refund of any Taxes to which it was not entitled;
- (vi) all Liabilities of Abcourt for federal, state, provincial and foreign income and other Taxes has been assessed by the relevant Governmental Authority for all fiscal years up to and including the fiscal year ended June 30, 2022;
- (vii) Abcourt is not liable for any Taxes of any other Person as a result of any indemnification provision or other contractual obligation or arrangement (but other than customary Tax indemnifications contained in credit or other commercial agreements the primary purpose of which does not relate to Taxes) or an express or implied obligation to assume or succeed to the Taxes or other Liabilities of another Person;
- (viii) no power of attorney has been granted by Abcourt that is currently in force with respect to any matter relating to material Taxes;
- (ix) no waiver of any statute of limitations with respect to Taxes has been given or requested with respect to Abcourt; and
- (x) Abcourt is not a non-resident within the meaning of the Tax Act.

**(bb) Interest in the Abcourt Properties.**

- (i) Abcourt is the sole legal and beneficial owner, and has valid and sufficient right, title and interest, free and clear of any title defect or Lien: (i) to its concessions, claims, leases, licences, and all other rights relating in any manner whatsoever to the interest in, or exploration for minerals on the Abcourt Properties and, in each case, as are necessary to perform the operation of its business as presently owned and conducted; (ii) to its real property interests including fee simple estate of and in real property, licences (from landowners and authorities permitting the use of land by Abcourt), leases, rights of way, occupancy rights, surface rights, mineral rights, easements and all other real property interests, and, in each case, as are necessary to perform the operation of its business as presently owned and conducted; and (iii) to, or is entitled to the benefits of, all of its properties and assets of any nature whatsoever and to all benefits derived therefrom and mineral

rights including all the properties (including, without limitation, the Abcourt Properties), together with all additions thereto, and such properties and assets are not subject to any Lien or defect in title of any kind except as is specifically identified in the balance sheets forming part of the Financial Statements and in the notes thereto.

- (ii) To Abcourt's knowledge, all mineral property claims in which Abcourt has an interest or right, including the Abcourt Properties, have been validly located and recorded in accordance with all Laws and are valid and subsisting. Abcourt has all necessary surface rights, access rights and other rights and interests relating to its mineral properties, granting Abcourt the right and ability to conduct its business as currently conducted, with only such exceptions as do not materially interfere with the use made by Abcourt of the rights or interests so held, and each of the property interests or rights and each of the documents, agreements, instruments and obligations relating thereto and referred to above is currently in good standing in the name of Abcourt and free and clear of all material encumbrances.
- (iii) Abcourt has duly and timely satisfied all of the obligations required to be satisfied, performed and observed by it under, and there exists no default or event of default or event, occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default or event of default by Abcourt under any agreement pertaining to the Abcourt Properties or to the other assets or properties and each such lease, contract or other agreement is enforceable and in full force and effect.
- (iv) Except as set out in Section 5.1 (bb)(iv) of the Abcourt Disclosure Statement, (i) Abcourt has the exclusive right to deal with the Abcourt Properties; (ii) no person or entity of any nature whatsoever other than Abcourt has any interest in the Abcourt Properties or any right to acquire or otherwise obtain any such interest; (iii) there are no back-in rights, earn-in rights, rights of first refusal, off-take rights or obligations, royalty rights, streaming rights, or other rights of any nature whatsoever which would affect Abcourt's interests in the Abcourt Properties and no such rights are threatened; (iv) Abcourt has not received any notice, whether written or oral, from any Governmental Authority or any other person of any revocation or intention to revoke, diminish or challenge its interest in the Abcourt Properties; and (v) the Abcourt Properties are in good standing under and comply with all Laws and all work required to be performed has been performed and all taxes, fees, expenditures and all other payments in respect thereof have been paid or incurred and all filings in respect thereof have been made.
- (v) There are no adverse claims, demands, actions, suits or proceedings that have been commenced or are pending or, to the knowledge of Abcourt, that are threatened, affecting or which could affect Abcourt's right, title or interest in the Abcourt Properties or the ability of Abcourt to explore or develop the Abcourt Properties, including the title to or ownership by Abcourt of the foregoing, or which might involve the possibility of any judgement or liability affecting the Abcourt Properties.

- (vi) none of the directors or officers of Abcourt holds any right, title or interest in, nor has taken any action to obtain, directly or indirectly, any right, title and interest in any of Abcourt Properties or in any permit, concession, claim, lease, licence or other right to explore for, exploit, develop, mine or produce minerals from or in any manner in relation to the Abcourt Properties and any other properties located within 20 kilometres of any of the Abcourt Properties.
- (vii) Abcourt has provided Pershimex with access to full and complete copies of all exploration information and data within its possession or control including, without limitation, all geological, geophysical and geochemical information and data (including all drill, sample and assay results and all maps) and all technical reports, feasibility studies and other similar reports and studies concerning the Abcourt Properties and Abcourt has the sole right, title and ownership of all such information, data, reports and studies.
- (cc) **Expropriation.** Neither of the Abcourt Properties nor any other property or asset of Abcourt has been taken or expropriated by any Governmental Authority nor has any notice or proceeding in respect thereof been given or commenced nor, to the knowledge of Abcourt, is there any intent or proposal to give any such notice or to commence any such proceeding.
- (dd) **Technical Disclosure.** Abcourt is in compliance in all material respects with the provisions of NI 43-101 and has filed all technical reports required thereby.
- (ee) **Work Programs.** Except as set out in Section 5.1 (ee) of the Abcourt Disclosure Statement, Abcourt has not entered into any joint venture, work program or made any other commitment or undertaking of any nature for which Abcourt will be required to pay greater than \$50,000 over the next three months.
- (ff) **First Nations Claims.** Abcourt has not received any written First Nations Claim which affects Abcourt nor has any First Nations Claim been threatened which relates to any of the Abcourt Properties, any Permits or the operation by Abcourt of its businesses in the areas in which such operations are carried on or in which any of the Abcourt Properties are located and Abcourt has no outstanding agreements, memorandums of understanding or similar arrangements with any First Nations Group. There are no ongoing or outstanding discussions, negotiations, or similar communications with or by any First Nations Group concerning Abcourt, or its business, operations or assets.
- (gg) **NGOs and Community Groups.** No dispute between Abcourt and any non-governmental organization, community, or community group exists or is threatened or imminent with respect to any of the Abcourt Properties or Abcourt's operations.
- (hh) **Compliance with Laws.** Each of Abcourt and Newco has complied with all Applicable Laws, orders, judgments and decrees, other than any non-compliance which would, individually or in the aggregate, not have a Material Adverse Effect on Abcourt or Newco.
- (ii) **Authorizations.** Each of Abcourt and Newco has all requisite Authorizations necessary or appropriate for carrying on its business as currently carried on and all such Authorizations are valid and subsisting and in good standing in all material respects.

- (jj) **No Agent's Commission.** Other than as set forth in this Agreement, either Abcourt nor Newco has entered into any agreement that would entitle any Person to any valid claim against Abcourt or Newco for an agent's commission, finder's fee or any like payment in respect of the Transaction or any other matter contemplated by this Agreement.
- (kk) **Government Officials.** Neither Abcourt nor Newco, nor, to the knowledge of Abcourt, any director, officer, employee, agent or representative of Abcourt or Newco, has taken or will take any action in furtherance of an offer, payment, promise to pay, authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any "government official" (including any officer or employee of a government or government-owned or controlled entity, of a public international organization, or any Person acting in an official capacity for or on behalf of any of the foregoing, or any political party, party official or candidate for political office) to influence official action or secure an improper advantage, including in violation of the *Corruption of Foreign Public Officials Act*; and Abcourt and Newco have conducted their businesses in compliance with applicable anti-corruption laws.
- (ll) **Conduct of business.** Since its incorporation, each Abcourt and Newco has not conducted any business operations outside the Ordinary Course.
- (mm) **Anti-Money Laundering Laws.** The operations of Abcourt and Newco are and have been conducted, at all times, in material compliance with all applicable Anti-Money Laundering Laws, and no Proceeding by or before any Governmental Authority involving Abcourt or Newco with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of Abcourt, threatened.
- (nn) **Full Disclosure.** To Abcourt's knowledge, the information and statements contained in this section 5.1 and disclosure letter are true and correct and constitute full and plain disclosure of all material facts relating to Abcourt and contain no misrepresentations.

## 5.2. Survival of Representations and Warranties of Abcourt and Newco

The representations and warranties of Abcourt and Newco contained in this Agreement will survive the completion of the Transaction and will expire and be terminated on the date that is two years from the Execution Date.

## ARTICLE 6. STANDSTILL AND ALTERNATIVE TRANSACTION FEE

### 6.1. Meaning of Alternative Transaction Proposal

For the purposes of this Agreement, the term "**Alternative Transaction Proposal**" means, other than the Transaction, any bona fide offer, proposal or inquiry made with respect to either Pershimex or Abcourt (as applicable, the "**Offered Party**") or any Affiliate of the Offered Party by any Person other than Pershimex or Abcourt, whichever is not the Offered Party (the "**Non-Offered Party**") or an Affiliate of the Non-Offered Party with respect to:

- (a) any take-over bid, exchange offer, plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution, winding-up or exclusive license involving the Offered Party or any Affiliate thereof;

- (b) any acquisition or purchase (or any lease, long-term supply agreement or other arrangement having the same economic effect as a sale), direct or indirect, in a single transaction or a series of related transactions, of all or a significant portion of the assets of, or more than 20% of any class of the share capital, voting securities or other equity interests in, the Offered Party or any Affiliate thereof;
- (c) any other similar transaction or series of transactions involving the Offered Party or any Affiliate thereof; or
- (d) any other transaction, the consummation of which could reasonably be expected to impede, interfere with, prevent or materially delay the transactions contemplated by this Agreement, or which could reasonably be expected to materially reduce the benefits to the Non-Offered Party under this Agreement.

## 6.2. Standstill

- (a) From the Execution Date until the Closing or the earlier termination of this Agreement in accordance with Article 9, neither of Pershimex or Abcourt (each, a “**Standstill Party**”) will, directly or indirectly, through any Representative, or otherwise, and will not permit any of its Representatives to:
  - (i) solicit, initiate, encourage or otherwise facilitate any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Alternative Transaction Proposal or potential Alternative Transaction Proposal, including by way of furnishing or providing copies of, access to, or disclosure of, any information, properties, facilities, books or records of such Standstill Party or any Affiliate thereof, or entering into any form of agreement, arrangement or understanding;
  - (ii) enter into, or otherwise engage or participate in, any discussions or negotiations with any Person (other than the other Party) regarding any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Alternative Transaction Proposal or potential Alternative Transaction Proposal; or
  - (iii) accept or approve, or propose to accept or approve, any Alternative Transaction Proposal.
- (b) Each Standstill Party will, and will cause its Representatives to, immediately cease and terminate any solicitation, encouragement, discussion, negotiations or other activities commenced prior to the Execution Date with any Person (other than the other Standstill Party) with respect to any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Alternative Transaction Proposal or potential Alternative Transaction Proposal, and in connection therewith will:
  - (i) discontinue access to and disclosure of all information related to such Standstill Party and each Affiliate thereof, including any data room and any non-public or confidential information, properties, facilities, books and records of such Standstill Party and each Affiliate thereof; and

- (ii) request, and exercise all rights it has to require: (A) the return or destruction of all copies of any information regarding such Standstill Party or any Affiliate thereof provided to any Person other than the other Standstill Party, and (B) the destruction of all material including, incorporating or otherwise reflecting any information regarding such Standstill Party or any Affiliate thereof, using all necessary efforts to ensure that such requests are fully complied with in accordance with the terms of such rights or entitlements.
- (c) Each Standstill Party represents and warrants that it has not waived any confidentiality, standstill or similar agreement or restriction to which it is a party, and further covenants and agrees that: (i) it will take all necessary action to enforce each confidentiality, standstill or similar agreement or restriction to which it is a party, and (ii) neither it, nor any of its respective Representatives, have or will, without the prior written consent of the other Standstill Party (which may be withheld or delayed in the other Party's sole and absolute discretion), release any Person from, or waive, amend, suspend or otherwise modify, such Person's obligations respecting it under any confidentiality, standstill or similar agreement or restriction to which it is a party.

### **6.3. Notification of Alternative Transaction Proposal**

If, prior to the earlier of the Closing or the earlier termination of this Agreement in accordance with Article 9, either Standstill Party or any of its Representatives receives, or otherwise becomes aware of, any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Alternative Transaction Proposal, or any request for copies of, access to, or disclosure of, information relating to such Standstill Party or any Affiliate thereof, including, but not limited to, information, access or disclosure relating to the properties, facilities, books or records of such Standstill Party or any Affiliate thereof, such party will immediately notify the other Standstill Party, at first orally, and then promptly, and in any event within 24 hours, in writing, of:

- (a) such Alternative Transaction Proposal, inquiry, offer or request, including a description of its material terms and conditions, the identity of all Persons making the Alternative Transaction Proposal, inquiry, offer or request, and copies of all documents, correspondence or other material received in respect of, from or on behalf of, any such Person; and
- (b) the status of developments and negotiations with respect to such Alternative Transaction Proposal, inquiry, offer or request, including any changes, modifications or other amendments to any such Alternative Transaction Proposal, inquiry, offer or request.

### **6.4. Termination Fee**

If, prior to the earlier of the Closing or the earlier termination of this Agreement in accordance with Article 9:

- (a) a Party elects to terminate this Agreement for any reason other than for reasons of insolvency or bankruptcy as defined in the *Bankruptcy and Insolvency Act*;
- (b) there has been a breach or failure to perform any covenant or agreement of this Agreement by a Party that would result in the Transaction not being completed (other than such breach or failure being caused by the action or inaction of the other Party);

- (c) Abcourt fails to obtain the required approval for the Consolidation Resolution; or
- (d) a Party accepts or enters into an agreement with respect to, or the Pershimex Board (or any committee thereof) or the Pershimex Shareholders approve or recommend, or publicly announce an intention (whether or not conditional) to make an Alternative Transaction Proposal;

(in any case, a “**Termination Event**”)

then such Party will, within one business day after the occurrence of such Termination Event, pay to the other Party a fee equal to \$250,000 (the “**Termination Fee**”) in immediately available funds. The obligation to pay the Termination Fee shall survive a termination of this Agreement. Notwithstanding anything contained herein to the contrary, it is being agreed between the Parties that no Termination Fee will be payable by Pershimex to Abcourt if the Pershimex Shareholders vote against the Resolution, and no Closing occurs.

## **ARTICLE 7. OTHER COVENANTS**

### **7.1. Public Announcements**

The timing and content of all announcements regarding any aspect of this Agreement or the Amalgamation to the financial community, Governmental Authorities, employees or the general public shall be mutually agreed upon in advance by the Parties; provided that each Party hereto may make any such announcement which it in good faith believes, based on advice of counsel, is required by law. Notwithstanding the foregoing, each Party shall use its reasonable best efforts to consult with the other Parties prior to any such announcement to the extent practicable, and shall in any event promptly provide the other Parties hereto with copies of any such announcement.

### **7.2. Covenants of Pershimex Regarding the Conduct of Business**

Pershimex agrees that, without the prior written consent of Abcourt, which consent will not be unreasonably withheld, conditioned or delayed, Pershimex will not:

- (a) offer or negotiate any settlements for any outstanding Liabilities of Pershimex or any Affiliate thereof without Abcourt’s written approval for amounts exceeding \$50,000 individually and \$100,000 in the aggregate, except for expenses incurred in connection with the Transaction, provided that Pershimex shall promptly provide Abcourt with a summary of such expenses upon request;
- (b) (i) make any change in the articles of Pershimex other than as contemplated herein or as disclosed to Abcourt; (ii) effect any recapitalization, reclassification, repurchase, purchase, redemption or like change in the equity capitalization of Pershimex; or (iii) split, combine, reclassify or otherwise amend any terms of any shares of Pershimex;
- (c) other than as contemplated herein, enter into, terminate, assign, amend or take any similar action in respect of, any agreement or the making of any offer or the granting of any right capable of becoming an agreement to allot or issue any shares or convertible securities of Pershimex or any Affiliate thereof, except for such allotments or issuances as may be provided in the Stock Option Plan;

- (d) take any action which may have, lead to or result in a Material Adverse Effect on the business of Pershimex;
- (e) enter into, terminate, assign, amend or take any similar action in respect of any Material Contract or the giving of any security with any officer, director, Employee, consultant, shareholder or any other Person not dealing at arm's length with Pershimex, other than as contemplated herein;
- (f) enter into, terminate, assign, amend or take any similar action in respect of any Material Contract for the making of, directly or indirectly, loans or advances to, or the giving of security for or the guaranteeing of the debts of, any Person;
- (g) take any steps to dissolve, wind-up, terminate, merge or amalgamate the corporate existence of Pershimex other than as contemplated herein;
- (h) enter into, terminate, assign, amend or take any similar action in respect of any agreement for the sale, lease, exchange or disposition of the entire undertaking or Pershimex Properties or assets of Pershimex or any substantial part thereof;
- (i) engage in any business enterprise or other activity different from that carried on or contemplated as of the date hereof;
- (j) except in the Ordinary Course, take any action to sell, agree to sell or otherwise dispose of any of the assets of Pershimex;
- (k) make any declaration, payment or distribution of any dividend of any kind, or cause any properties or assets of Pershimex to be distributed to the Pershimex Shareholders, except for such payments or distributions that may have been declared but unpaid prior to the date hereof, if any;
- (l) take, hold, subscribe for or agree to any purchase or acquire securities in the capital of any other Person, other than as contemplated herein;
- (m) increase in any material respect the level of compensation payable to any Employee, grant any additional rights to severance or termination pay to any Employee, director or officer, or establish, adopt, enter into, materially amend or terminate any benefit plan;
- (n) waive, release, forgive, cancel, incur or otherwise acquire, or modify in any material respect the terms of, any debt for borrowed money (other than, for purposes of curing any default); issue or sell any debt securities or rights to acquire any debt securities; or assume, guarantee or endorse, or otherwise become responsible for, the debt or indebtedness of any Person; or enter into any interest rate, currency, equity or commodity swaps, hedges, derivatives, forward sales contracts or similar financial instruments;
- (o) enter into, terminate, assign, amend or take any similar action in respect of any agreement for the amalgamation, merger or consolidation of Pershimex with any other Person, other than as contemplated herein; or

- (p) except in the Ordinary Course, incur any Liabilities or make any payment in respect thereof, other than as contemplated herein.

### **7.3. Covenants of Pershimex Connection with the Transaction**

Pershimex agrees that it shall:

- (a) not take any action, or refrain from taking any action or permit any action to be taken or not taken (subject to a commercially reasonable efforts qualification), inconsistent with the provisions of this Agreement or that would reasonably be expected to materially impede the completion of the transactions contemplated hereby or would render, or that could reasonably be expected to render, any representation or warranty made by Pershimex in this Agreement untrue or inaccurate in any material respect at any time on or before the Effective Time if then made or that would or could have a Material Adverse Effect on Pershimex; and
- (b) promptly notify Abcourt of:
- (i) any Material Adverse Effect, or any change, event, occurrence or state of facts that could reasonably be expected to become or to have a Material Adverse Effect, in respect of the business or in the conduct of the business of Pershimex;
  - (ii) any material Governmental Entity or third person complaints, investigations or hearings (or communications indicating that the same may be contemplated);
  - (iii) any breach by Pershimex of any covenant or agreement contained in this Agreement; and
  - (iv) any event occurring subsequent to the date hereof that would render any representation or warranty of Pershimex contained in this Agreement, if made on or as of the date of such event or the Closing Date, to be untrue or inaccurate.

### **7.4. Covenants of Abcourt Regarding the Conduct of Business**

Abcourt agrees that, without the prior written consent of Pershimex, which consent will not be unreasonably withheld, none of the following actions will be taken by Abcourt or Newco:

- (a) offer or negotiate any settlements for any outstanding Liabilities of Abcourt without Pershimex's written approval for amounts exceeding \$50,000 individually and \$100,000 in the aggregate, except for expenses incurred in connection with the Transaction, provided that Abcourt shall promptly provide Pershimex with a summary of such expenses upon request;
- (b) (i) make any change in the articles of Abcourt or Newco other than as contemplated herein or as disclosed to Pershimex; (ii) effect any recapitalization, reclassification, repurchase, purchase, redemption or like change in the equity capitalization of Abcourt; or (iii) split, combine, reclassify or otherwise amend any terms of any shares of Abcourt;
- (c) other than as contemplated herein, enter into, terminate, assign, amend or take any similar action in respect of, any agreement or the making of any offer or the granting of any right

capable of becoming an agreement to allot or issue any shares or convertible securities of Abcourt or any Affiliate thereof;

- (d) take any action which may have, lead to or result in a Material Adverse Effect on the business of Abcourt or Newco;
- (e) enter into, terminate, assign, amend or take any similar action in respect of any Contract or the giving of any security with any officer, director, Employee, consultant, shareholder or any other Person not dealing at arm's length with Abcourt, other than as contemplated herein;
- (f) enter into, terminate, assign, amend or take any similar action in respect of any Contract for the making of, directly or indirectly, loans or advances to, or the giving of security for or the guaranteeing of the debts of, any Person;
- (g) take any steps to dissolve, wind-up, terminate, merge or amalgamate the corporate existence of Abcourt or Newco other than as contemplated herein;
- (h) enter into, terminate, assign, amend or take any similar action in respect of any agreement for the sale, lease, exchange or disposition of the entire undertaking or property or assets of Abcourt or Newco, or any substantial part thereof;
- (i) engage in any business enterprise or other activity different from that carried on or contemplated as of the date hereof;
- (j) except in the Ordinary Course, take any action to sell, agree to sell or otherwise dispose of any of the assets of Abcourt, other than as contemplated herein;
- (k) make any declaration, payment or distribution of any dividend of any kind, or cause any properties or assets of Abcourt to be distributed to Abcourt Shareholders;
- (l) take, hold, subscribe for or agree to any purchase or acquire securities in the capital of any other Person, other than as contemplated herein;
- (m) increase in any material respect the level of compensation payable to any Employee; grant any additional rights to severance or termination pay to any Employee, director or officer; or establish, adopt, enter into, materially amend or terminate any benefit plan;
- (n) waive, release, forgive, cancel, incur or otherwise acquire, or modify in any material respect the terms of, any debt for borrowed money (other than, for purposes of curing any default); issue or sell any debt securities or rights to acquire any debt securities; or assume, guarantee or endorse, or otherwise become responsible for, the debt or indebtedness of any Person; or enter into any interest rate, currency, equity or commodity swaps, hedges, derivatives, forward sales contracts or similar financial instruments;
- (o) enter into, terminate, assign, amend or take any similar action in respect of any agreement for the amalgamation, merger or consolidation of Abcourt or Newco with any other Person, other than as contemplated herein; or

- (p) except in the Ordinary Course, incur any Liabilities or make any payment in respect thereof, other than as contemplated herein.

#### **7.5. Covenants of Abcourt in Connection with the Transaction**

Abcourt agrees that it shall:

- (a) not take any action, or refrain from taking any action or permit any action to be taken or not taken (subject to a commercially reasonable efforts qualification), inconsistent with the provisions of this Agreement or that would reasonably be expected to materially impede the completion of the transactions contemplated hereby or would render, or that could reasonably be expected to render, any representation or warranty made by Abcourt in this Agreement untrue or inaccurate in any material respect at any time on or before the Closing Date if then made or that would or could have a Material Adverse Effect on Abcourt ; and
- (b) promptly notify Pershimex of:
  - (i) any Material Adverse Effect, or any change, event, occurrence or state of facts that could reasonably be expected to become a or to have a Material Adverse Effect, in respect of the business or in the conduct of the business of Abcourt;
  - (ii) any material Governmental Entity or third person complaints, investigations or hearings (or communications indicating that the same may be contemplated);
  - (iii) any breach by Abcourt of any covenant or agreement contained in this Agreement; and
  - (iv) any event occurring subsequent to the date hereof that would render any representation or warranty of Abcourt contained in this Agreement, if made on or as of the date of such event or the Closing Date, to be untrue or inaccurate.

#### **7.6. Covenant to Obtain Approval**

Pershimex covenants and agrees with Newco and Abcourt that it will use reasonable commercial efforts to obtain, in a timely manner prior to the Closing Date, all necessary shareholder approvals required to complete the Transaction.

#### **7.7. Actions to Satisfy Conditions**

- (a) Pershimex shall take all such actions as are within its power to control and use commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the applicable conditions precedent in favour of Abcourt as set forth in this Agreement.
- (b) Abcourt shall take all such actions as are within its power to control and use commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the applicable conditions precedent in favour of Pershimex; as set forth in this Agreement.

#### **7.8. Notice and Cure Provisions**

- (a) Each Party will give prompt notice to the other Party of the occurrence, or failure to occur, at any time from the Execution Date until the earlier to occur of the termination of this

Agreement and the Effective Time, of any event or state of facts which occurrence or failure would, or would be likely to:

- (i) cause any of the representations or warranties of such Party contained herein to be untrue or inaccurate in any material respect at any time from the Execution Date to the Effective Time; or
  - (ii) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such Party hereunder.
- (b) No Party will elect not to complete the transactions contemplated hereby pursuant to the conditions set forth herein or will exercise any termination right arising therefrom unless, forthwith, and in any event prior to the Effective Time, the Party intending to rely thereon has delivered a written notice to the other Parties specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which the Party delivering such notice is asserting as the basis for the termination right. If any such notice is delivered, provided that a Party is proceeding diligently to cure such matter and such matter is capable of being cured, no Party may exercise such termination right until the earlier of (i) the Outside Date, and (ii) the date that is 10 Business Days following receipt of such notice by the Parties to whom the notice was delivered, if such matter has not been cured by such date.

#### **7.9. Regulatory Approvals**

Subject to the terms and conditions of this Agreement, each Party will use its commercially reasonable efforts to take or cause to be taken all actions, and to do or cause to be done all things, necessary, proper or advisable under Applicable Laws to consummate the transactions contemplated by this Agreement as soon as practicable, including:

- (a) using its commercially reasonable efforts to obtain and maintain all Regulatory Approvals required to be obtained from any Governmental Authority or other Person that are necessary, proper or advisable to consummate the transactions contemplated by this Agreement;
- (b) using its commercially reasonable efforts to oppose or rescind any injunction, restraining or other order seeking to stop, or otherwise adversely affecting its ability to consummate, the Transaction, and to defend or cause to be defended any proceedings to which it is a party or which is brought against it or its directors or officers challenging this Agreement or the consummation of the transactions contemplated hereby; and
- (c) using commercially reasonable efforts to comply promptly with all requirements which Applicable Laws may impose on it or its Affiliates, with respect to the transactions contemplated hereby.

#### **7.10. Access to Information; Confidentiality**

- (a) From the Execution Date until the earlier of the Effective Time and the termination of this Agreement, subject to compliance with Applicable Laws, each Party will, and will direct its Representatives and Affiliates and their respective Representatives, as applicable, to:

- (i) give the other Parties and their Representatives reasonable access to the offices, properties, books and records of such Party; and
  - (ii) furnish to the other Parties and their Representatives such financial and operating data and other information as such Persons may reasonably request.
- (b) Any investigation pursuant to this Section 7.10 will be conducted during normal business hours and in such manner as not to interfere unreasonably with the conduct of the business of the other Party or any Affiliate thereof, as the case may be.
- (c) From the Execution Date until the Effective Time, each Party will, and will direct its Representative and Affiliates and their respective Representatives, to hold, in strict confidence, all data and information obtained from any other Party or from any Affiliate or Representative thereof, whether pertaining to the financial condition, assets, results of operations or method of operation thereof or otherwise, except any of the same which:
- (i) was or is in the public domain;
  - (ii) is required to be disclosed by any such Person in connection with any Proceeding before, or the regulatory requirements of, any Governmental Authority, or in connection with securing any consent required hereunder; or
  - (iii) thereafter, other than through an act or failure to act on the part of a Party, becomes information generally available to the public,

provided that if the Transaction is not consummated, such Party shall return or cause to be returned to the other Parties all data, information or other written material respecting each such Party obtained by any of the foregoing Persons from each such other Party or from any Affiliate or Representative thereof in connection with the negotiation or consummation of this Agreement or other matters contemplated by this Agreement.

#### **7.11. Indemnification and Insurance**

- (a) The Parties agree that all rights to indemnification existing in favour of the present and former directors and officers of Pershimex (each such present or former director or officer of Pershimex being herein referred to as an “**Indemnified Party**” and such persons collectively being referred to as the “**Indemnified Parties**”) as provided by contracts or agreements to which Pershimex is a party and in effect as of the date hereof will survive and will continue in full force and effect and without modification, and Abcourt and any successor to Pershimex (including Amalco and the Resulting Issuer) shall continue to honour such rights of indemnification and indemnify the Indemnified Parties pursuant thereto, with respect to actions or omissions of the Indemnified Parties occurring prior to the Effective Time, for three years following the Effective Date.
- (b) Prior to the Effective Time, notwithstanding any other provision hereof, Abcourt shall purchase prepaid non-cancellable run-off directors’ and officers’ liability insurance (“**D&O Insurance**”), at a cost not exceeding 200% of the Pershimex’s current annual aggregate premium for directors’ and officers’ liability policies currently maintained by Pershimex, providing coverage for a period of three years from the Effective Date with

respect to claims arising from or related to facts or events which occur on or prior to the Effective Date.

## **ARTICLE 8. CONDITIONS**

### **8.1. Conditions Precedent to the Obligations of Abcourt**

The obligations of Abcourt to complete the Transaction contemplated by this Agreement will be subject to the satisfaction or waiver of each of the following conditions precedent (each of which is for the exclusive benefit of Abcourt):

- (a) Pershimex will have entered into any necessary Transaction Documents which are required in connection with, and are not inconsistent with the terms of, this Agreement on terms and conditions reasonably satisfactory to Abcourt;
- (b) the representations and warranties of Pershimex set forth in this Agreement and in any other Transaction Documents will be deemed to be made again as at the Effective Time and will be true and correct in all material respects as of all relevant dates, and Abcourt will have received a certificate of a senior officer of Pershimex addressed to Abcourt and dated as of the Effective Time confirming the same, such certificate to be in a form and substance satisfactory to Abcourt, acting reasonably;
- (c) no Material Adverse Effect will have occurred for Pershimex, between the Execution Date and the Effective Time;
- (d) each of Loïc Bureau, Roger Bureau and Robert Gagnon shall have entered into an Pershimex support agreement with Abcourt on the date of this Agreement, none of such Pershimex support agreement shall have been terminated;
- (e) all required approvals and consents for the Transaction, the Transaction Documents and all related matters will have been obtained, including, without limitation, the approval of:
  - (i) the Pershimex Board for any Transaction Document to which Pershimex may be a party, to the extent that such Transaction Document varies from or adds to the terms of this Agreement or otherwise is material;
  - (ii) the Pershimex Shareholders for the Amalgamation Resolution; and
  - (iii) the TSXV (conditional);
- (f) the Closing occurring on or before the Outside Date; and
- (g) there will be no material breach of the covenants of Pershimex contained herein or in any other Transaction Document.

### **8.2. Conditions Precedent to the Obligations of Pershimex**

The obligations of Pershimex to complete the Transaction contemplated by this Agreement will be subject to the satisfaction or waiver of each of the following conditions precedent:

- (a) Abcourt and Newco will have entered into any necessary Transaction Documents which are required in connection with, and are not inconsistent with the terms of, this Agreement on terms and conditions reasonably satisfactory to Pershimex;
- (b) the representations and warranties of Abcourt and Newco set forth in this Agreement and in any other Transaction Documents will be deemed to be made again as at the Effective Time and will be true and correct in all material respects as of all relevant dates, and Pershimex will have received a certificate of a senior officer of Abcourt addressed to Pershimex and dated as of the Effective Time confirming the same, such certificate to be in a form and substance satisfactory to Pershimex, acting reasonably;
- (c) no Material Adverse Effect will have occurred for Abcourt or Newco, between the Execution Date and the Effective Time;
- (d) each of Pascal Hamelin, François Mestrallet, Nicole Veilleux, René Branchaud and Daniel Adam shall have entered into an Abcourt Support Agreement with Pershimex on the date of this Agreement, none of such Abcourt Support Agreement shall have been terminated;
- (e) all required approvals and consents for the Transaction and all related matters will have been obtained on terms and conditions acceptable to the Pershimex Board, including without limitation:
  - (i) the approval of the Abcourt Board for any Transaction Document to which Abcourt may be a party, to the extent that such Transaction Document varies from or adds to the terms of this Agreement or otherwise is material,
  - (ii) the approval of the Consolidation Resolution and Name Change Resolution by the Abcourt Shareholders,
  - (iii) the approval of the TSXV of the listing of the Consideration Securities to compliance with the usual requirements of the TSXV, without any hold period, and
  - (iv) the approval of any other Person from whom Abcourt must obtain consent;
- (f) the Consideration Securities will be issued as fully paid and non-assessable Resulting Issuer Shares, Resulting Issuer Options or Resulting Issuer Warrants, free and clear of any and all Liens, charges and demands of whatsoever nature under Applicable Laws;
- (g) the nomination of one Pershimex Appointee to the Abcourt Board, which shall be composed of not more than seven persons;
- (h) neither Abcourt nor Newco will be in material breach of any covenant of Abcourt or Newco contained herein or in any other Transaction Document.

### **8.3. Satisfaction of Conditions**

The conditions precedent set out in Section 8.1 are inserted for the sole benefit of Abcourt, and the conditions set out in Section 8.2 are inserted for the sole benefit of Pershimex. Either Party may refuse to proceed with the Closing if the conditions precedent inserted for its benefit are not fulfilled to its reasonable

satisfaction prior to the Effective Time, and it will incur no liability to the other Party by reason of such refusal.

#### **8.4. Right of Waiver**

The conditions precedent set out in Sections 8.1 and 8.2 may be waived in whole or in part by the Party for whose benefit they are inserted, in such Party's absolute discretion. No such waiver will be of any effect unless it is in writing signed by the Party granting the waiver or if such Party determines to proceed with the Closing.

### **ARTICLE 9. TERM AND TERMINATION**

#### **9.1. Term**

Subject to Section 9.3, this Agreement will be effective from the Execution Date until the earlier of the Effective Time and the termination of this Agreement in accordance with its terms.

#### **9.2. Termination**

This Agreement will terminate:

- (a) in the event that a condition precedent set out in Sections 8.1 or 8.2 has not been met or is incapable of being met and the Party in whose favour such condition precedent exists does not waive such condition precedent in accordance with Section 8.4;
- (b) on the date on which the Parties mutually agree, in writing, to terminate this Agreement;
- (c) by Pershimex if there is a Termination Event and Pershimex has paid the Termination Fee to Abcourt at the time of such termination;
- (d) by Abcourt if there is a Termination Event and Abcourt has paid the Termination Fee to Pershimex at the time of such termination; or
- (e) on the Outside Date.

#### **9.3. Effect of Termination**

If this Agreement is terminated in accordance with Section 9.2, this Agreement will forthwith become void and of no further force or effect and no Party will have any further obligations hereunder, except as provided in Sections 4.2, 5.2, 7.1, 7.10, 9.3, 10.2, 10.5, 10.6, 10.7, 10.8, 10.9 and 10.13, or as provided in Article ARTICLE 6, and as otherwise expressly contemplated hereby, provided that neither the termination of this Agreement nor anything contained in Section 9.2 will relieve any Party from any liability for any willful breach by it of this Agreement.

### **ARTICLE 10. GENERAL PROVISIONS**

#### **10.1. Amendments**

Subject to any requirements imposed by Applicable Laws, this Agreement may be amended by mutual written agreement of the Parties, at any time and from time to time, before or after the holding of the Pershimex Meeting, but not later than the Effective Time, and any such amendment may, without limitation:

- (a) change the time for performance of any of the obligations or acts of the Parties;
- (b) modify any representation, term or provision contained herein or in any document delivered pursuant hereto; or
- (c) modify any of the conditions precedent referred to in Article 8 or any of the covenants herein contained or modify performance of any of the obligations of the Parties.

## 10.2. Notices

Any notice, direction or other communication regarding the matters contemplated by this Agreement (each a “**Notice**”) must be in writing, sent by personal delivery, courier, facsimile or electronic mail, and addressed:

- (a) to Abcourt or Newco at:

Abcourt Mines Inc.  
475, avenue de l’Église  
Rouyn-Noranda, Québec, J0Z 1Y1

Attention: Pascal Hamelin, President and CEO  
Email: phamelin@abcourt.com

- (b) to Pershimex at:

Pershimex Resources Corporation / Corporation Ressources Pershimex  
147, avenue Perreault  
Val-d’Or, Québec J9P 2G9

Attention:  
Loïc Bureau, President, Special Committee  
Email: **Personal Information**  
Robert Gagnon, President and CEO  
Email: **Personal Information**

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

Langlois Lawyers LLP  
3030, Le Carrefour Blvd, Suite 1002  
Laval (Québec) H7T 2P5

Attention: Pierre-Hubert Séguin  
Email: pierre-hubert.seguin@langlois.ca

A notice will be deemed to be given and received: (i) if sent by personal delivery, electronic means or same day courier, on the date of delivery or sending if it is a Business Day and the delivery was made, or email transmission was sent, prior to 5:00 p.m. (Québec time) and otherwise on the next Business Day, or (ii) if sent by overnight courier, on the next Business Day. A Party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice must be sent to the Party at its changed address. Any element of a Party’s address that is not specifically changed in a notice will be assumed not to be changed.

**10.3. Further Assurances**

Each Party will execute and deliver all such further documents and instruments and do all acts and things as the other Parties may, either before or after the Effective Time, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

**10.4. Time of the Essence**

Time is of the essence to this Agreement.

**10.5. Expenses**

Each of the Parties shall be responsible for its own costs and charges incurred with respect to the transactions contemplated herein, including all costs and charges incurred prior to the date of this Agreement and all legal and accounting fees and disbursements relating to preparing the Transaction Documents or otherwise relating to the transactions contemplated herein.

**10.6. Injunctive Relief**

The Parties agree that irreparable harm may occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached. The Parties accordingly agree that nothing contained herein will preclude any Party from seeking injunctive relief from a competent tribunal to restrain any breach or threatened breach of the covenants or agreements of any other Party set forth in this Agreement or otherwise obtaining specific performance of any of such acts, covenants or agreements, without the necessity of posting a bond or security in connection therewith.

**10.7. Waiver**

No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right.

**10.8. Third Party Beneficiaries**

Except for the rights of the Pershimex Securityholders to receive the Consideration Securities following the Effective Time (for which purpose Pershimex hereby confirms that it is acting as agent on behalf of the Pershimex Securityholders), Pershimex and Abcourt intend that this Agreement will not benefit or create any right or cause of action in favour of any Person, other than the Parties and that no Person, other than the Parties, shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

**10.9. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior agreements and understandings between the Parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties except as expressly set forth in this Agreement.

**10.10. Benefit of the Agreement**

This Agreement will enure to the benefit of and be binding upon the respective heirs, executors, administrators, other legal representatives, successors and permitted assigns of the Parties.

**10.11. No Assignment**

Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any Party hereto, in whole or in part (whether by operation of law or otherwise), without the prior written consent of the other Parties.

**10.12. Severability**

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

**10.13. Governing Law**

This Agreement will be governed by and interpreted and enforced in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein. Each Party irrevocably attorns and submits to the exclusive jurisdiction of the courts of competent jurisdiction of the Province of Québec in any proceeding hereunder and waives objection to the venue of any Proceeding in such court or that such court provides an inconvenient forum.

**10.14. Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

**10.15. Electronic Execution**

Delivery of an executed signature page to this Agreement by any Party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by such Party.

**10.16. Language**

The parties have agreed that this Agreement and other contracts, documents or notices relating hereto be prepared in English. *Les parties ont convenu que la présente convention et autres contrats, documents ou avis y afférents ou accessoires soient rédigés en langue anglaise.*

*[Signature page follows.]*

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

**ABCOURT MINES INC.**

By: Signed (Pascal Hamelin)  
\_\_\_\_\_  
Pascal Hamelin, President and CEO

**PERSHIMEX RESOURCES  
CORPORATION / CORPORATION  
RESSOURCES PERSHIMEX**

By: Signed (Loïc Bureau)  
\_\_\_\_\_  
Loïc Bureau, President Special Committee

By: Signed (Robert Gagnon)  
\_\_\_\_\_  
Robert Gagnon, President and CEO

**14536924 CANADA INC.**

By: Signed (Pascal Hamelin)  
\_\_\_\_\_  
Pascal Hamelin, President and CEO