

## PROPERTY TRANSFER AGREEMENT

This Property Transfer Agreement is made as of the 5th day of April, 2017.

### BETWEEN:

**RHEINGOLD EXPLORATION CORP.**, a company incorporated under the provincial laws of British Columbia and having its registered and records office at 1090 West Georgia Street, Suite 600, Vancouver, British Columbia, V6E 3V7 email: paul@greywood.ca

(“**Rheingold**”)

### AND:

**LEGION METALS CORP.**, a company incorporated under the provincial laws of British Columbia and having its registered and records office at 1090 West Georgia Street, Suite 600, Vancouver, British Columbia, V6E 3V7 email: ifgsmith@yahoo.ca

(“**Legion**”)

### WHEREAS:

- A.** Rheingold is the registered owner of the Millen Mountain Property (the “**Property**”) comprised of exploration licence 10577 (the “**License**”) located in the Province of Nova Scotia, as more particularly described in Schedule A hereto;
- B.** Pursuant to a previous agreement between Beja Resources Inc. (“**Beja**”) and Rheingold, Beja earned all right, title and interest in and to the Property and the License by conducting exploration activities on the Property;
- C.** Since Beja earned all right, title and interest in and to the Property and the License, Rheingold has held the Property and the License as bare trustee for Beja;
- D.** Beja has agreed to sell all of its right, title and interest in and to the Property and the License to Legion;
- E.** The parties hereto wish to transfer all right, title and interest in and to the Property from Rheingold to Legion in accordance with the terms and conditions set out herein.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and the agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **1. REPRESENTATIONS AND WARRANTIES**

1.1 Each of the parties hereto represents and warrants to the other parties that:

- (a) it is a body corporate duly incorporated, organized and validly subsisting under the laws of its incorporating jurisdiction and it has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement;

- (b) neither the execution and delivery of this Agreement, nor any of the agreements or transactions referred to herein or contemplated hereby, will conflict with, result in the breach of or accelerate the performance required by any agreement to which it is a party; and
- (c) the execution and delivery of this Agreement and the agreements and transactions contemplated hereby will not violate or result in the breach of the laws of any jurisdiction applicable or pertaining thereto or of its constating documents.

## **2. CONFIDENTIALITY**

Information concerning this Agreement or any matters arising from or in connection therewith (including without limitation that Rheingold is holding any License which is to be transferred to Legion) shall be treated as confidential by the parties and shall not be disclosed by any party to any other person (other than an Affiliate or any legal, accounting, financial or other professional advisor of the disclosing party or its Affiliate) except as permitted hereby without the prior written consent of the other party, such consent not to be unreasonably withheld, except to the extent that such disclosure may be necessary for observance of all applicable laws or stock exchange requirements or for accomplishment of the purposes of this Agreement. A copy of all information disclosed by a party (whether or not requiring permission pursuant to this section) shall be given forthwith to the other parties.

## **3. TRANSFER OF LICENSE AND PROPERTY TO LEGION**

3.1 Rheingold acknowledges that pursuant to a previous agreement between Beja and Rheingold, Beja earned all right, title and interest in and to the Property and the License by conducting exploration activities on the Property.

3.2 Upon execution of this Agreement, on the direction of the principals of Beja, Rheingold shall take all commercially reasonable steps to transfer the License and the Property to Legion, free and clear of any liens or encumbrances, other than liens or encumbrances to which either Beja or Legion has granted its prior consent. Legion shall at its expense prepare and register the necessary transfer documentation and shall be responsible for all transfer and registration fees, stamp duties and other amounts payable pursuant to applicable law in connection with such transfer. Rheingold shall execute all necessary transfer documentation promptly on receipt from Legion.

3.3 At Legion's request Rheingold shall deliver to Legion transfers of the License in a form registrable with the registry under applicable law.

3.4 If for any reason a License cannot be transferred or registered in the name of Legion, then Rheingold will be deemed to hold such License in trust for Legion upon terms and conditions acceptable to Legion.

## **4. TERMS OF HOLDING OF LICENSE PRE-TRANSFER**

4.1 No Transfer or Encumbrance – Until the License is successfully transferred to Legion under this Agreement, Rheingold shall not:

- (a) mortgage, hypothecate, charge or otherwise encumber; or
- (b) except pursuant to this Agreement, sell, assign, transfer or otherwise dispose of,

all or any part of its interest in or title to any License without the prior written consent of Legion.

4.2 Possession and Work on Mineral Interests – Until the License is successfully transferred to Legion under this Agreement, Legion shall:

- (a) have the sole and exclusive possession, supervision, management and control of such License including any access, water, surface or other rights appurtenant thereto or associated therewith with full power and authority to its servants, agents and contractors to sample, survey, examine, diamond drill, prospect, explore, and do other investigative work on the License in search of minerals in such manner as Legion may in its sole discretion determine, including the right to erect, bring and install thereon and remove therefrom all such buildings, machinery, equipment and supplies as Legion shall deem reasonable and proper and to remove therefrom reasonable quantities of ores, minerals or metals for assay and testing purposes; and
- (b) do all work on the License in a good and miner-like fashion in accordance with recognized engineering practices and Legion's standard safety and environmental standards, and in accordance with all applicable laws.

## 5. GENERAL

5.1 Assignment – No party shall assign any of its rights or obligations under this Agreement to any third party without the prior written consent of the other parties hereto, which consent may be withheld at the sole discretion of each other party.

5.2 Waiver – Any waiver of a party's rights, powers, privileges or remedies must be in writing and signed by that party, and any such waiver given by a party shall only relate to the particular event for which it is given.

5.3 Amendment – This Agreement shall not be modified, supplemented or amended except by written document expressly made to modify, supplement or amend this Agreement and executed by the parties hereto.

5.4 Notice – Any notice, commitment, election, consent or any communication required or permitted to be given hereunder by any party hereto to another party, in any capacity (hereinafter called a "Notice") shall be in writing and shall be deemed to have been well and sufficiently given if mailed by prepaid registered mail return receipt requested, emailed or delivered, to the address of such other party set forth above. All notices shall be deemed duly given on the date of receipt, if delivered in person or by courier, or upon receipt of transmission, if delivered by email. Either party may change its address for purposes hereof by giving notice to the other party.

5.5 Governing Law – This Agreement and its application and interpretation will be governed by and interpreted in accordance with the laws of the Province of British Columbia.

5.6 Entire Agreement – This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior agreements, understandings and negotiations, written or unwritten, between the parties as to such subject matter.

5.7 Severance – If any provision of this Agreement, or the application thereof to any party, is held illegal, null, void, unenforceable or otherwise invalid under applicable law, such holding shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the parties agree that the provisions of this Agreement are and shall be severable.

5.8 Further Assurances – Each party shall at the request of any of the other parties execute and deliver all further documents and instruments and do all further acts and things as the other party may reasonably

require to evidence, carry out and give full effect to the terms, conditions, intent and meaning of this Agreement and to carry out the transactions contemplated in this Agreement.

5.9 Enurement – This Agreement shall enure to the benefit of and be binding upon each of the parties to this Agreement and their successors and permitted assigns.

5.10 Independent Legal Advice – The parties acknowledge and agree that Beadle Raven LLP is general legal counsel for each of the parties hereto but not for this document, such is recognized by the parties, all parties waive conflict thereof, the parties have received actual and specific legal counsel from separate counsel in regard to this matter or have waived their right to such counsel, and the parties are executing this Agreement without any reliance or expectation whatever of Beadle Raven LLP.

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

**RHEINGOLD EXPLORATION CORP.**

Per: “Richard Robins”  
Authorized Signatory

**LEGION METALS CORP.**

Per: “Peter Smith”  
Authorized Signatory

## SCHEDULE A

### MILLEN MOUNTAIN PROPERTY

The Property is comprised of Exploration Licence 10577 located in the Province of Nova Scotia, which contains the following claims:

MAP 11E3A TRACTS 80 CLAIMS N,O

MAP 11E3A TRACTS 81 CLAIMS P,Q

MAP 11E3A TRACTS 88 CLAIMS A,B

MAP 11E3A TRACTS 89 CLAIMS C,D,E,F,G,H,J,K,L,P,Q

MAP 11E3A TRACTS 90 CLAIMS K,L,M,N,O,P,Q

MAP 11E3A TRACTS 91 CLAIMS N

MAP 11E3A TRACTS 102 CLAIMS C,D,E,F,G,H,J,K,L,M,N,O,P,Q

MAP 11E3A TRACTS 103 CLAIMS A,B,C,D,F,G,H,J,K

MAP 11E3D TRACTS 4 CLAIMS L,M,O,P

MAP 11E3D TRACTS 5 CLAIMS A,B,C,D,F,G,H,J

MAP 11E3D TRACTS 6 CLAIMS A

MAP 11E3A TRACTS 101 CLAIMS L,M,N,O,P,Q

MAP 11E3D TRACTS 4 CLAIMS D,E,F

MAP 11E3D TRACTS 3 CLAIMS N,O

MAP 11E3D TRACTS 4 CLAIMS J,K,Q

MAP 11E3D TRACTS 21 CLAIMS A

MAP 11E3D TRACTS 22 CLAIMS C,D,E,F

