

PROPERTY PURCHASE AGREEMENT

This Property Purchase Agreement is made as of the 9th day of May, 2017.

BETWEEN:

BEJA RESOURCES INC., 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

(“Beja”)

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 Exploration Corp. was the registered owner of the Millen Mountain Property (the “**Property**”) comprised of certain 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 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 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 in accordance with the terms and conditions set out herein;
- E. Rheingold transferred the License into Legion’s name, effective May 3, 2017.

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. SALE OF LICENSE AND PROPERTY BY BEJA TO LEGION

2.1 Beja agrees to sell to Legion, and Legion agrees to purchase from Beja, all of Beja's right, title and interest in and to the License and the Property, and all information, data, records, exploration results and exploration expenditures with respect to the Property, for a purchase price of \$150,000 (the "**Purchase Price**").

2.2 Legion shall pay the Purchase Price by issuing an aggregate of 1,500,000 common shares of Legion (the "**Shares**") at a price per share of \$0.10 to Beja or as Beja directs. Beja acknowledges and agrees that the Shares will be subject to such hold periods as are imposed by applicable law.

2.3 The parties acknowledge and agree that Rheingold transferred the License into Legion's name, effective May 3, 2017.

3. GENERAL

3.1 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.

3.2 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.

3.3 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.

3.4 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.

3.5 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.

3.6 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.

3.7 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.

3.8 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.

3.9 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.

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

BEJA RESOURCES INC.

Per: “Paul Pedersen”
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

