

ASSIGNMENT OF OPTION AGREEMENT & CONSENT TO ASSIGNMENT

THIS AGREEMENT is dated for reference the 21st day of November, 2022 (the “**Effective Date**”).

AMONG:

GILBERT LAMOTHE, residing at [redacted]

(“**Lamothe**”)

AND:

PETER H. SMITH, residing at [redacted]

(together with Lamothe, the “**Optionors**”)

AND:

OPUS ONE GOLD CORP., a corporation existing under the laws of Canada and having an address at 18 Piccadilly Close, Stillwater Lake, Nova Scotia B3Z 1N2

(the “**Assignor**”)

AND:

CLARITY GOLD CORP., a corporation existing under the laws of British Columbia and having an address at Suite 1680 – 355 Burrard Street, Vancouver, British Columbia V6C 2G8

(the “**Assignee**”)

WHEREAS:

- A. Pursuant to an Option Agreement dated June 20, 2016, as amended on September 29, 2020 (collectively, the “**Option Agreement**”), the Optionors granted the Assignor the sole and exclusive right and option to acquire a 100% interest in the property known as the Fecteau Property located in the Province of Quebec as more particularly described in the Option Agreement attached as Schedule A hereto (the “**Property**”);
- B. Pursuant to the Option Agreement, the Optionors will be granted 2% net smelter return royalty (the “**Royalty**”) which Royalty will be reduced to 1% by payment of \$1,500,000 to the Optionors;
- C. Pursuant to the Option Agreement, the Assignor may assign its interest in the Option Agreement with the approval of the Optionors; and
- D. Subject to the terms and conditions set out herein, the Assignor wishes to assign all of its right, title and interest in and to the Option Agreement and the Property to the Assignee

(the “**Assignment**”) and the Assignee wishes to accept such Assignment and assume all obligations thereunder on the terms and conditions set out herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and promises contained herein (the sufficiency whereof is hereby acknowledged by the parties hereto), the parties hereby agree to and with each other as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Option Agreement.
2. In connection with the execution of this Agreement and as consideration for the Assignment, the Assignee shall pay to the Assignor a cash payment of \$60,000, payable to the Assignor within 15 days of the Effective Date.
3. As of the Effective Date, the Assignor assigns and transfers to the Assignee and sets over absolutely and unconditionally to the Assignee all right, title and interest in and to the Option Agreement, and the Assignee accepts the Assignment.
4. As of the Effective Date, the Assignee agrees and covenants to assume, observe, perform and discharge all obligations of the Assignor in the Option Agreement and to be bound by and liable under all of the terms of the Option Agreement in the same manner and to the same extent as if the Assignee was a party to the Option Agreement in place and stead of the Assignor.
5. The Assignor represents and warranties, as of the Effective Date, that:
 - (a) the Option Agreement, except as modified herein, is in full force and effect;
 - (b) the Assignor has not transferred, sold or assigned any right or obligation thereunder to any person;
 - (c) the Property is in good standing; and
 - (d) the Property is free and clear of all encumbrances.
6. The Optionors represent and warrant, as of the Effective Date, that:
 - (a) the Option Agreement, except as modified herein, is in full force and effect;
 - (b) the Optionors have not transferred, sold or assigned any right or obligation thereunder to any person (other than the Assignor);
 - (c) the Property is in good standing; and
 - (d) the Property is free and clear of all encumbrances.
7. Each of the Optionors hereby consents to the Assignment and acknowledges and agrees that the Assignee has assumed all obligations with respect to the Option Agreement as of the Effective Date.
8. Each of the Assignor and Assignee represents and warrants to the other parties that:

- (a) it is duly formed and validly existing under the laws of its jurisdiction of formation and is in good standing with respect to the filing of returns;
 - (b) it has the power and capacity to enter into this Agreement and to observe and perform all its covenants and obligations herein set forth; and
 - (c) this Agreement constitutes a legal, valid and binding obligation of the party enforceable against such party in accordance with its terms and it has taken all necessary action to authorize the execution, delivery and performance of this Agreement.
9. As of the Effective Date, the Assignor and each of the Optionors confirms that the remaining outstanding Option Payments and Exploration Expenditures in accordance with Section 4.1 of the Option Agreement are as described in the Payment Schedule attached as Schedule B hereto.
10. The Option Agreement will be deemed to be amended with all the necessary changes being made to incorporate and give effect to the provisions of this Agreement. Except as amended in accordance with this Agreement, the parties hereto do in all other respects hereby acknowledge and confirm that the Option Agreement is in full force and effect.
11. This Agreement will be exclusively governed by and construed in accordance with the laws of Quebec.
12. Each of the parties hereto covenants and agrees from time to time and at all times hereafter, at the request of another party hereto, to execute such further documents and do such further acts as may reasonably be required for the purpose of fully implementing the terms and conditions of this Agreement.
13. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns.
14. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original and such counterparts together shall constitute one and the same agreement. Any party (or all of the parties) hereto may execute and deliver an executed counterpart of this Agreement by facsimile or other electronic transmission which shall be sufficient to bind such party.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the Effective Date.

OPUS ONE RESOURCES CORP.	CLARITY GOLD CORP.
Per: <u>“signed”</u> Authorized Signatory	Per: <u>“James Rogers”</u> Authorized Signatory
<u>“Peter H. Smith”</u> PETER H. SMITH	<u>“Gilbert Lamothe”</u> GILBERT LAMOTHE

SCHEDULE A
THE OPTION AGREEMENT

FECTEAU PROPERTY

OPTION AGREEMENT

made between

GILBERT LAMOTHE & PETER H. SMITH

and

GFK RESOURCES INC.

Dated as of June 20, 2016

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PROPERTY OPTION AGREEMENT

THIS AGREEMENT is dated as of the ___ day of June <@>, 2016 (the “**Effective Date**”).

BETWEEN:

GILBERT LAMOTHE, residing at <@>;

(hereinafter referred to as “**GL**”)

AND:

PETER H. SMITH, residing at <@>;

(hereinafter referred to as “**PHS**”)

(GL and PHS are hereinafter referred to as the “**Optionors**”)

OF THE FIRST PART

AND:

GFK RESOURCES INC., a corporation duly existing under the laws of Canada, having its registered office at 3650 Hammonds Plains Road, Suite 348, Upper Tantallon, Nova Scotia, B3Z 4R3;

(hereinafter referred to as the “**Optionee**”)

OF THE SECOND PART

WHEREAS GL and PHS are each the legal and registered owners of a 50% undivided interest in and to the property known as the Fecteau Property located in the Province of Québec, more specifically defined in the table attached hereto as Schedule “A” (the “**Property**”);

WHEREAS the Parties (as defined herein) entered into a letter of intent (the “**LOI**”) on April 11, 2016 providing for the grant by the Optionors to the Optionee, subject to the conditions outlined in the LOI, of an exclusive option to acquire a 100% interest in and to the Property;

WHEREAS the LOI is subject to, notably, the completion by the Optionee, by no later than June 10, 2016 (the “**Due Diligence Period**”), of a satisfactory due diligence on the Property;

WHEREAS the Optionee has advised the Optionors that it is satisfied with its due diligence on the Property;

WHEREAS the LOI is subject to the execution of a formal option agreement between the Parties;

THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and premises contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement bracketed words and phrases have the meanings assigned to them where they appear in this Agreement, and, unless there is something in the subject matter or extent inconsistent therewith:

- (a) “**Affiliate**” shall have the meaning ascribed to that term in the *Canada Business Corporations Act*, as amended;
- (b) “**Agreement**” means this property option agreement including all schedules attached hereto;
- (c) “**Area of Interest**” means that area which has as its external boundary a line which is 2 kilometres from the external boundary of the Property, but does not include any Mining Rights currently held by the Optionee or the Optionors within such area;
- (d) “**Business Day**” means a day other than a Saturday or Sunday, on which the principal commercial banks located in the Provinces of Québec or Nova Scotia are opened for business during normal business hours;
- (e) “**Due Diligence Period**” has the meaning ascribed thereto in the recitals;
- (f) “**Effective Date**” has the meaning ascribed thereto in the recitals;
- (g) “**Exchange**” means the TSX Venture Exchange;
- (h) “**Exploration Expenditures**” means all costs and expenses of whatsoever kind or nature, incurred or funded by the Optionee in connection with the exploration and/or development of the Property;
- (i) “**Globex Royalty**” means a royalty of 1% gross royalty payable in favour of Globex Mining Enterprises Inc. on certain Mining Rights identified in Schedule “A”;
- (j) “**Interest**” shall have the meaning ascribed thereto in Section 7.1;
- (k) “**LOI**” has the meaning ascribed thereto in the recitals;
- (l) “**Minerals**” means all unconsolidated materials, stone, ores, solutions and concentrates or metals derived from them, containing precious, base or industrial minerals (including gems and uranium) which are found in, on or under the Property and may lawfully be explored for, mined and sold under the Mining Rights and other instruments of title under which the Property is held;
- (m) “**Mining Act**” means the *Mining Act*, CQLR c. M-13.1, and the regulations adopted thereunder, as amended;
- (n) “**Mining Rights**” means all exploration and mining licenses, permits, leases, easements, rights-of-way, certificates and other mining interest and approvals obtained by any person before or after the date of this Agreement and necessary or desirable for the exploration and development of the Property;

- (o) “**Net Smelter Returns**” shall have the meaning ascribed thereto in Schedule “B”;
- (p) “**Option**” has the meaning ascribed thereto in the recitals;
- (q) “**Option Exercise Date**” shall have the meaning ascribed thereto in Section 4.3;
- (r) “**Option Exercise Notice**” shall have the meaning ascribed thereto in Section 4.3;
- (s) “**Option Payments**” shall have the meaning ascribed thereto in Section 4.1;
- (t) “**Option Period**” shall have the meaning ascribed thereto in Section 4.1;
- (u) “**Parties**” means the Optionors and the Optionee, and “**Party**” means GL, PHS or the Optionee, as the context dictates;
- (v) “**Property**” means the Mining Rights described in Schedule “A” hereto, which form part of the Property;
- (w) “**Royalty**” shall have the meaning ascribed thereto in Section 5.1;

1.2 Certain Rules of Interpretation

In this Agreement:

- (a) **Time** - time is of the essence in the performance of the Parties' respective obligations;
- (b) **Currency** - unless otherwise specified, all references to money amounts are to Canadian dollars;
- (c) **Headings** - descriptive headings of Articles and Sections are inserted solely for convenience of reference only and are not intended as completed or accurate descriptions of the content of such Articles or Sections;
- (d) **Singular, etc.** - use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such person or persons or circumstances as the context otherwise permits;
- (e) **Business Day** - whenever payment is to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next Business Day following such day;
- (f) **Inclusion** - where the words "including" or "includes" appear in this Agreement, they mean "including (or includes) without limitation";
- (g) Any reference to a law is a reference to such law as in force from time to time, including (i) modifications thereto, (ii) any regulation, decree, order or ordinance enacted thereunder and (iii) any law that may be passed which has the effect of supplementing, re-enacting or superseding the law to which it is referred; and
- (h) Any reference to a numbered or lettered section in this Agreement is a reference to the section bearing that number or letter in this Agreement and a reference to "this" section means the section in which such reference appears.

1.3 Severability

If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, it shall be deemed not to affect or impair the validity of any other provision of this Agreement.

1.4 Entire Agreement

Upon the Parties' execution of this Agreement, this Agreement shall constitute the entire agreement between the Parties pertaining to the subject matter of this Agreement and shall supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, including, without limitation, the LOI. There are no warranties, representations or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the Party to be bound thereby.

1.5 Applicable Law

This Agreement and all matters arising hereunder will be governed by the laws of the Province of Québec and the laws of Canada applicable therein. The Parties submit to the exclusive jurisdiction of the Courts of the Province of Québec, in the judicial district of Montreal, in respect of all matters arising out of or relating to this Agreement, its performance or subject matter.

2. REPRESENTATIONS AND WARRANTIES OF THE OPTIONORS

2.1 The Optionors represent and warrant to the Optionor that:

- (a) GL and PHS have each obtained all required authorizations, if any, for the execution of this Agreement and for the performance of its obligations under this Agreement;
- (b) as at the date hereof, GL and PHS are each the legal and registered owner of an undivided 50% right, title and interest in and to the Property, free and clear of all liens, charges, encumbrances and adverse claims whatsoever, save and except for the Globex Royalty;
- (c) the mining claims forming part of the Property have been legally and validly staked and recorded pursuant to all applicable laws, and are in good standing under all applicable laws until the dates recorded in Schedule "A";
- (d) all fees, taxes, assessments, renewal fees and other governmental charges applicable to, or imposed on, the Property, which were due to be paid on or before the Effective Date, have been paid in full;
- (e) to their knowledge, there are no obligations or commitments for reclamation, closure or other environmental corrective, clean-up or remediation action directly or indirectly relating to the Property;
- (f) to their knowledge, there is no adverse claim or challenge against or to the ownership of or title to the Property, including without limitation native land claims, nor to their knowledge is there any basis therefore;

- (g) there are no outstanding agreements or options to acquire or purchase the Property or any portion thereof, and no person has any royalty, net profits or other interest whatsoever, absolute or contingent, on the Property, except for the Globex Royalty;
- (h) they have good and sufficient right and authority to grant the Option to the Optionee, and to sell, transfer and assign a 100% interest in and to the Property to the Optionee;
- (i) the consummation of the transaction contemplated by this Agreement will not conflict with or result in any indenture, agreement or other instrument whatsoever to which each of GL and PHS is a Party or by which each of GL and PHS is bound or to which each of GL and PHS's interest in the Property may be subject;
- (j) each of GL and PHS is not a "non-resident" of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada); and
- (k) it is not aware of any facts relating to the Property which, if known to the Optionee, could reasonably be expected to cause the Optionee to decide not to enter into this Agreement or not to proceed to exercise the Option.

2.2 The representations and warranties contained in section 2.1 are provided for the exclusive benefit of the Optionee and any misrepresentations or breach of warranty may be waived by the Optionee in whole or in part at any time without prejudice to its rights in respect of any other misrepresentation or breach of the same or any other representation or warranty; and the representations and warranties contained in section 2.1 shall survive the execution and performance of this Agreement.

3. REPRESENTATIONS AND WARRANTIES OF THE OPTIONEE

3.1 The Optionee represents and warrants to the Optionors that:

- (a) it validly exists as a corporation in good standing under the laws of Canada;
- (b) it has duly obtained all corporate authorizations for the execution of this Agreement and for the performance of its obligations under this Agreement;
- (c) the consummation of the transaction contemplated by this Agreement will not conflict with or result in any breach of any of its constating documents or any indenture, agreement or other instrument whatsoever to which it is a Party or by which it is bound or to which it may be subject; and
- (d) it is not aware of any material facts or circumstances that have not been disclosed in this Agreement, which should be disclosed to the Optionors in order to prevent the representations and warranties in this section 3.1 from being materially misleading.

3.2 The representations and warranties contained in section 3.1 are provided for the exclusive benefit of the Optionors and a misrepresentation or breach of warranty may be waived by the Optionors in whole or in part at any time without prejudice to their rights in respect of any other misrepresentation or breach of the same or any other representation or warranty, and the representations and warranties contained in section 3.1 shall survive the execution hereof.

4. GRANT OF OPTION

- 4.1 The Optionors hereby grant to the Optionee the exclusive right and option to acquire, on or before June 10, 2020 (the “**Option Period**”), a 100% interest in the Property (the “**Option**”) by paying to the Optionors a total amount of \$355,000 in cash (with GL and PHS each receiving 50% of this amount) (the “**Option Payments**”) and by incurring Exploration Expenditures for a total amount of \$1,200,000 on the Property, as follows:
- (a) on or before the date that is the later of ten (10) days after completion of the Due Diligence Period or the date of Exchange approval, if required, the Optionee will pay to the Optionors an amount of \$25,000 (\$12,500 payable to GL and \$12,500 payable to PHS);
 - (b) on or before June 10, 2017, the Optionee will pay to the Optionors an additional amount of \$30,000 (\$15,000 payable to GL and \$15,000 payable to PHS) and incur Exploration Expenditures in the amount of \$150,000;
 - (c) on or before June 10, 2018, the Optionee will pay to the Optionors an additional amount of \$50,000 (\$25,000 payable to GL and \$25,000 payable to PHS) and incur Exploration Expenditures for an additional amount of \$200,000;
 - (d) on or before June 10, 2019, the Optionee will pay to the Optionors an additional amount of \$100,000 (\$50,000 payable to GL and \$50,000 payable to PHS) and incur Exploration Expenditures for an additional amount of \$350,000; and
 - (e) on or before June 10, 2020, pay to the Optionors an additional amount of \$150,000 (\$75,000 payable to GL and \$75,000 payable to PHS) and incur Exploration Expenditures for an additional amount of \$500,000;
- 4.2 The Parties agree that Exploration Expenditures which exceed the minimum required expenditures for any period referred to in Section 4.1 shall be carried forward and credited to the following period or periods. An Exploration Expenditure deficiency of up to 20% of the amount required to be incurred in any one or more of the periods referred to in Section 4.1 may be satisfied by a cash payment of the Optionee to the Optionors.
- 4.3 Upon the Optionee having made the Option Payments and incurred the Exploration Expenditures in accordance with Section 4.1 on or before the expiry of the Option Period, the Optionee shall deliver a written notice to the Optionors confirming the exercise of the Option (the “**Option Exercise Notice**”). Upon delivery of the Option Exercise Notice (the “**Option Exercise Date**”), the Optionee shall have earned a 100% right, title and interest in and to the Property.
- 4.4 This Agreement represents an option only and no act done or payment made by the Optionee hereunder shall obligate the Optionee to do any further act or make any further payment, with respect to the Property, unless and until it is deemed to have exercised the Option hereunder, subject to the provisions of Article 11.
- 4.5 The Optionee will, subject to any restrictions contained in the Mining Act, have the unfettered right at any time and from time to time prior to the exercise of the Option to surrender all or a portion of the Mining Rights forming part of the Property (the “**Surrendered Portions**”) by delivering a notice of its intention to do so to the Optionors, accompanied by copies of all relevant information not previously delivered to the Optionors with respect to such Surrendered Portions. Upon delivery of such notice to the Optionors, the Optionee will have no further

obligations in respect of the Surrendered Portions which shall thereafter be deemed to not form part of the Property for the purposes of the Option.

5. ROYALTY

- 5.1** Following the exercise of the Option by the Optionee, and in addition to the Option Payments made and Exploration Expenditures incurred hereunder, the Optionee shall grant the Optionors a royalty equal to 2% (the “**Royalty**”) of the Net Smelter Returns resulting from the extraction and production of any Minerals on the Property (with each of GL and PHS receiving 50% of any proceeds payable under the Royalty). The Parties however agree that the Royalty shall be reduced to a 1% net smelter returns on the twenty-eight (28) Mineral Rights forming part of the Property which are already subject to the Globex Royalty, which the Optionee shall assume payment thereof following the exercise of the Option.
- 5.2** The Royalty, including the right of the Optionee to purchase a portion thereof (1%), shall be subject to the terms and conditions outlined in Schedule “B”.

6. OPERATORSHIP

- 6.1** During the Option Period, the Optionee shall have the right to be the operator of all the exploration programs on the Property. As operator, the Optionee shall be responsible in its reasonable discretion for carrying out and administering exploration and development on the Property. As operator, the Optionee shall have the sole, exclusive and immediate right to enter upon and work the Property and have quiet and exclusive possession of the Property, subject to the rights of the Optionor under this Agreement to enter in, upon or under the Property to inspect same.

7. AREA OF INTEREST

- 7.1** If at any time during the currency of this Agreement, the Optionors (collectively or individually) stake or otherwise acquire any right or title to or any legal or registered interest in any Mining Rights (an “**Interest**”) located wholly or partly within the Area of Interest, they will give notice of such acquisition to the Optionee and:
- (a) if the Optionee elects within 90 days of receipt of such notice and all relevant information respecting the Interest, by notice in writing, to acquire such Interest, then upon the Optionee reimbursing the Optionors for the acquisition costs incurred by the Optionors to acquire such Interest, such Interest will thereafter be and will be deemed for all purposes to be part of and comprised in the Property, and the acquisition costs so reimbursed to the Optionors will be and be deemed for all purposes to be Exploration Expenditures incurred by the Optionee in connection with the exercise of the Option; and
 - (b) if the Optionee does not so elect, the Optionors will be entitled to retain the Interest for their own benefit.
- 7.2** If at any time during the currency of this Agreement, the Optionee stakes or otherwise acquires any Interest in any Mining Rights located wholly or partly within the Area of Interest, it will give notice of such acquisition to the Optionors and such Interest will thereafter be and will be deemed for all purposes to be part of and comprised in the Property; provided that the acquisition costs incurred by the Optionee to acquire such Interest will constitute and be deemed for all purposes to constitute Exploration Expenditures.

8. TRANSFER OF TITLE

- 8.1** On the Option Exercise Date, the Optionors shall deliver to the Optionee a duly executed mining transfer form evidencing the transfer of a 100% interest in the Mining Rights forming part of the Property in favour of the Optionee, in the form prescribed by the Mining Act, together with any other document necessary or useful for such transfer of title, the whole to the Optionee's satisfaction. The Optionee shall be responsible to pay any statutory or administrative fee or duty in relation to such transfer and registration of such Mining Rights.

9. COVENANTS OF THE OPTIONORS

- 9.1** The Optionors hereby covenants with and to the Optionee that:

- (a) they will, within ten (10) days of the date of this Agreement, provide the Optionee with all of the data and information in their possession or under its control not yet provided to the Optionee and relating to the mineral potential of the Property and to the Optionors' exploration and operation activities thereon, including, but not limited to, all reports, maps and surveys; and
- (b) until such time as the Option is exercised or otherwise terminates, they will not deal, or attempt to deal with its right, title and interest in and to the Property in any way that would or might affect the right of the Optionee to become absolutely vested in a 100% interest in and to the Property, free and clear of any liens, charges and encumbrances, except as provided herein.

10. COVENANTS OF THE OPTIONEE

- 10.1** The Optionee covenants and agrees with the Optionors that until the Option is exercised or terminated it shall:

- (a) keep the Property in good standing at all times during the Option Period;
- (b) carry out and record or cause to be carried out and recorded all such assessment work upon the Property as may be required in order to maintain the Property in good standing at all times;
- (c) file all exploration work as assessment work to the maximum allowable extent;
- (d) keep the Property clear of liens and other charges arising from its operations thereon;
- (e) carry on all operations on the Property in compliance with all applicable governmental regulations and restrictions;
- (f) not do any act or thing which would or might in any way adversely affect the rights of the Optionor to the Property or any other rights of the Optionor hereunder;
- (g) conduct all work on or with respect to the Property in a careful and minerlike manner and in compliance with all applicable federal, provincial and local laws, rules, orders and regulations, and indemnify and save the Optionor harmless from any and all claims, suits, actions made or brought against him as a result of work done by the Optionee on or with respect to the Property;

- (h) pay or cause to be paid any rates, taxes, duties, royalties, assessments or fees levied with respect to the Property or the Optionee's operations thereon;
- (i) allow the Optionors or any duly authorized agent or representative of the Optionors to inspect the Property upon giving the Optionee a twenty four (24) hours written notice; PROVIDED HOWEVER that it is agreed and understood that the Optionors or any such agent or representative shall not interfere with the Optionee's activities on the Property and shall be at their own risk and that the Optionee shall not be liable for any loss, damage or injury incurred by the Optionors or their agent or representative arising from its inspection of the Property, however caused;
- (j) provide to the Optionors with annual reports, including interpretations thereof and annual progress reports, including interpretations, in writing, with respect to its operations on the Property; and
- (k) provide the Optionors copies of any and all documents filed by the Optionee to record assessment work on the Property.

10.2 The Optionee covenants and agrees with the Optionors that it will indemnify and hold the Optionors harmless from any and all liabilities, costs, damages or charges arising from the failure of the Optionee to comply with the covenants contained in this Agreement or otherwise arising from its operations on the Property.

11. TERMINATION

11.1 This Agreement may be terminated:

- (a) by mutual written consent of the Parties at any time; or
- (b) upon written notice by the Optionee to the Optionors; or
- (c) by the Optionors should the Optionee fail to complete any of the Option Payments or Exploration Expenditures on the date upon which such payments or expenditures are due in accordance to Section 4.1, subject to the provisions of paragraph 11.2.

11.2 In addition to termination of this Agreement pursuant to paragraph 11.1, if the Optionee fails to do any thing on or before the last day provided for such performance under this Agreement, the Optionors may terminate this Agreement only if:

- (a) it shall have first given to the Optionee written notice of the failure containing particulars of the act which the Optionee has not performed; and
- (b) subject always to the provisions of Article 11, the Optionee has not, within thirty (30) days following delivery of such notice, given notice to the Optionors that it has cured such failure.

Should the Optionee fail to deliver the notice provided for in subparagraph 11.2(b) within the time provided above, this Agreement shall be deemed to have terminated on the day following the last day provided for the performance, the failure of which by the Optionee caused the Optionors to issue the notice referred to in this subparagraph 11.2 hereof.

11.3 If the Option is terminated, the Optionee shall:

- (a) ensure that the Mining Rights forming part of the Property are in good standing for at least one (1) year following the date of termination of the Option;
- (b) deliver to the Optionors, at no cost to the Optionors, copies of all reports, maps, assay results and other relevant technical data in the possession of the Optionee with respect to the Property; and
- (c) perform or secure the performance of all reclamation and environmental rehabilitation as may be required by all applicable legislation following the work incurred by the Optionee on the Property.

12. FORCE MAJEURE

12.1 If a Party is at any time prevented from or delaying in complying with any provision of this Agreement by reason of strikes, lock-outs, labour shortages, power shortages, fuel shortages, inability to obtain equipment, fires, acts of war, insurrection or terrorism, inclement weather, acts of God, governmental regulations restricting normal operations, shipping or other transportation delays, delays in obtaining required governmental or regulatory approvals or permits, aboriginal or other land claims, environmental claims or notices (or inability to obtain or delays in obtaining environmental consents) or any other reason or reasons beyond the control of the Party (except those caused by its own lack of funds), the time limited for the performance by such Party of its obligations hereunder shall be extended by a period of time equal in length to the period of such prevention or delay.

12.2 The Party shall give prompt notice to the other Parties of the force majeure under section 12.1 and upon cessation of such event shall furnish the other Parties with notice to that effect together with particulars of the number of delays by which the obligations of the Party hereunder have been extended by virtue of such event of force majeure and all proceeding events of force majeure.

12.3 The Party subject to a force majeure will make a continuous effort to mitigate the cause of such force majeure.

13. NOTICES

13.1 Any notice, election, consent or other writing required or permitted to be given hereunder shall be deemed to be sufficiently given if delivered or if mailed by registered air mail or by electronic transmission, addressed as follows:

In the case of the Optionors:

GILBERT LAMOTHE

Tel. No.: 819-762-2223

Email :

PETER H. SMITH

Tel. No.: 514-481-8943

Email :

In the case of the Optionee:

GFK RESOURCES INC.

3650 Hammonds Plains Road, Suite 348
Upper Tantallon, Nova Scotia, B3Z 4R3

Attention: President

Fax No: 902-826-2250

Email :

13.2 The date of receipt of any notice, demand or other communication shall be the date of delivery thereof if delivered, the date of transmission if communicated by telex, telecopy or e-mail, or, if given by registered mail as aforesaid, shall be deemed conclusively to be the third day after the same shall have been so mailed except in the case of interruption of postal services for any reason whatsoever, in which case the date of receipt shall be the date on which the notice, demand or other communication is actually received by the addressee.

13.3 Either Party may at any time and from time to time notify the other Parties in writing of a change of address and the new address to which notice shall be given to it thereafter until further change.

14. CONFIDENTIAL INFORMATION

14.1 Information concerning this Agreement or any matters arising from or in connection herewith 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 Parties, 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 13.1) shall be given forthwith to the other Parties.

15. GENERAL

15.1 No consent or waiver expresses or implied, by either Party in respect of any breach or default by the other in the performance by such other of its obligations hereunder shall be deemed or construed to be a consent to or a waiver of any other breach or default.

15.2 The Parties hereto agree to do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to complete consummation of the transactions herein contemplated.

- 15.3** This Agreement may not be amended, modified, varied or supplemented except in writing and signed by the Parties.
- 15.4** This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 15.5** Time shall be of the essence in the performance of this Agreement.
- 15.6** This Agreement may be executed in any number of counterparts and by facsimile with the same effect as if all Parties to this Agreement had signed the same document and all counterparts will be construed together and will constitute one and the same instrument and any facsimile signature shall be taken as an original.
- 15.7** The parties acknowledge having expressly required that this Agreement and all documents relating thereto be drawn up in English. *Les parties aux présentes déclarent avoir expressément requis que la présente convention et tous les documents s'y rapportant soient rédigés en anglais.*

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date.

"Gilbert Lamothe"

Gilbert Lamothe

"Peter H. Smith"

Peter H. Smith

GFK RESOURCES INC.

Per:

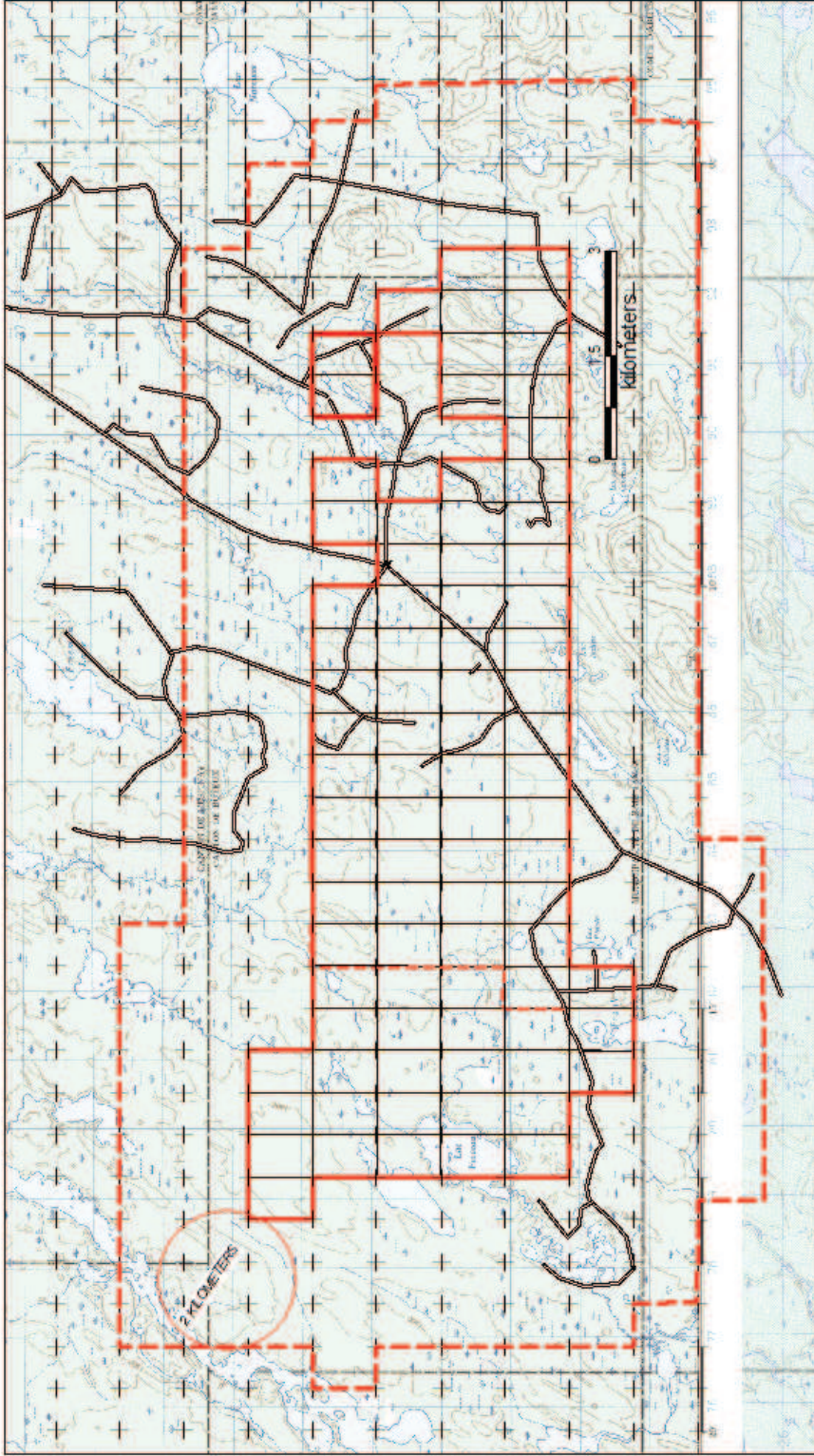
"Louis Morin"

Louis Morin
Chief Executive Officer

**SCHEDULE A
PROPERTY**

MAP & LIST OF CLAIMS

See attached.



LOCALISATION DES CLAIMS
 AREA OF MUTUAL INTEREST 2 Km

PROPRIÉTÉ "FECTEAU"
GILBERT LAMOTHE / PETER H. SMITH

ÉCHELLE 1: 75,000 27 MAI 2016
 par Gilbert Lamothe

32G 03

Row/Block	Column/ Lot	Polygon Area	No title	Expiration Date	Number of Renewals	Surplus	Required Work
4	32	56,43	61218	2018-04-25	6	21175,3	1625
4	33	56,43	61219	2018-04-25	6	0	1625
4	34	56,43	61220	2018-04-25	6	0	1625
4	35	56,43	61221	2018-04-25	6	0	1625
5	34	56,42	61222	2018-04-25	6	0	1625
5	35	56,42	61223	2018-04-25	6	0	1625
6	34	56,41	61224	2018-04-25	6	0	1625
6	37	56,41	2214136	2018-04-25	3	0	1170
3	31	56,44	2214646	2018-04-25	3	44546,82	1170
3	32	56,44	2214649	2018-04-25	3	41508,43	1170
3	33	56,44	2214651	2018-04-25	3	488,74	1170
3	34	56,44	2214653	2018-04-25	3	0	1170
3	35	56,44	2214655	2018-04-25	3	0	1170
3	36	56,44	2214657	2018-04-25	3	0	1170
4	36	56,43	2214659	2018-04-25	3	0	1170
5	32	56,42	2214661	2018-04-25	3	0	1170
6	32	56,41	2214663	2018-04-25	3	0	1170
6	35	56,41	2214665	2018-04-25	3	0	1170
4	39	56,43	2226363	2018-04-25	3	0	1170
5	38	56,42	2226365	2018-04-25	3	0	1170
4	37	56,43	2226831	2018-04-25	3	0	1170
4	38	56,43	2227108	2018-04-25	3	0	1170
5	36	56,42	2227109	2018-04-25	3	0	1170
7	26	56,4	2334787	2018-03-06	2	0	780
7	27	56,4	2334788	2018-03-06	2	0	780
7	28	56,4	2334789	2018-03-06	2	0	780
7	29	56,4	2334790	2018-03-06	2	0	780
2	29	56,45	2340152	2018-04-02	2	0	780
2	30	56,45	2340153	2018-04-02	2	0	780
2	31	56,45	2340154	2018-04-02	2	0	780
3	27	56,44	2340155	2018-04-02	2	0	780
3	28	56,44	2340156	2018-04-02	2	31113,6	780
3	29	56,44	2340157	2018-04-02	2	0	780
3	30	56,44	2340158	2018-04-02	2	36291,6	780
4	27	56,43	2340159	2018-04-02	2	0	780
4	28	56,43	2340160	2018-04-02	2	0	780
4	29	56,43	2340161	2018-04-02	2	0	780
4	30	56,43	2340162	2018-04-02	2	0	780
4	31	56,43	2340163	2018-04-02	2	320	780
5	27	56,42	2340164	2018-04-02	2	0	780

Row/Block	Column/ Lot	Polygon Area	No title	Expiration Date	Number of Renewals	Surplus	Required Work
5	28	56,42	2340165	2018-04-02	2	43806,4	780
5	29	56,42	2340166	2018-04-02	2	107089,5	780
5	30	56,42	2340167	2018-04-02	2	38648,55	780
5	31	56,42	2340168	2018-04-02	2	0	780
6	27	56,41	2340169	2018-04-02	2	0	780
6	28	56,41	2340170	2018-04-02	2	0	780
6	29	56,41	2340171	2018-04-02	2	0	780
6	30	56,41	2340172	2018-04-02	2	0	780
6	31	56,41	2340173	2018-04-02	2	0	780
6	33	56,41	2340836	2018-04-11	2	0	780
5	33	56,42	2340838	2018-04-25	2	0	780
5	37	56,42	2340839	2018-04-25	2	405	780
5	39	56,42	2398486	2018-01-29	1	0	780
5	41	56,42	2402366	2018-04-07	1	0	780
6	38	56,41	2402367	2018-04-07	1	0	780
3	39	56,44	2402368	2018-04-07	1	0	780
3	40	56,44	2402369	2016-04-07	0	0	780
3	37	56,44	2405668	2018-06-10	1	0	780
3	38	56,44	2405669	2018-06-10	1	0	780
5	40	56,42	2405670	2018-06-10	1	0	780
6	36	56,41	2405671	2018-06-10	1	0	780
6	40	56,41	2405672	2018-06-10	1	0	780
6	42	56,41	2409754	2016-08-20	0	0	780
4	40	56,43	2411650	2016-09-08	0	0	780
5	42	56,42	2411651	2016-09-08	0	0	780
6	39	56,41	2411652	2016-09-08	0	0	780
6	45	56,41	2411653	2016-09-08	0	0	780
3	41	56,44	2412675	2016-09-28	0	0	780
3	42	56,44	2412676	2016-09-28	0	0	780
3	43	56,44	2412677	2016-09-28	0	0	780
3	44	56,44	2412678	2016-09-28	0	0	780
3	45	56,44	2412679	2016-09-28	0	0	780
3	46	56,44	2412680	2016-09-28	0	0	780
3	47	56,44	2412681	2016-09-28	0	0	780
4	41	56,43	2412682	2016-09-28	0	0	780
4	42	56,43	2412683	2016-09-28	0	0	780
4	43	56,43	2412684	2016-09-28	0	0	780
4	45	56,43	2412685	2016-09-28	0	0	780
4	46	56,43	2412686	2016-09-28	0	0	780
4	47	56,43	2412687	2016-09-28	0	0	780

Row/Block	Column/ Lot	Polygon Area	No title	Expiration Date	Number of Renewals	Surplus	Required Work
4	48	56,43	2412688	2016-09-28	0	0	780
3	48	56,44	2426302	2017-04-09	0	0	780
5	47	56,42	2426303	2017-04-09	0	0	780
6	46	56,41	2429278	2017-06-16	0	0	780
6	43	56,41	2438057	2018-03-13	0	0	780

SCHEDULE B ROYALTY

Any capitalized terms not herein specifically defined shall have the meaning ascribed to it in the Option Agreement between Gilbert Lamothe, Peter H. Smith and GFK Resources Inc. dated June ___, 2016, (the “**Agreement**”) to which this Schedule B is attached.

1. Interpretation

For the purpose of this Schedule C, “**Owner**” shall mean the party paying a percentage of Net Smelter Returns pursuant to the Agreement, “**Holder**” shall mean the party or parties receiving a percentage of Net Smelter Returns pursuant to the Agreement.

2. Net Smelter Returns Calculation

2.1 For the purposes hereof, the term “**Net Smelter Returns**” shall, subject to paragraph 2.2, 2.3, 2.4, 3 and 4 below, mean gross revenues received from the sale by the Owner of all ore mined from the Property and from the sale by the Owner of concentrate, doré, metal and products derived from ore mined from the Property, after deduction of the following:

- (a) all smelting and refining costs, sampling, assaying and treatment charges and penalties including but not limited to metal losses, penalties for impurities and charges for refining, selling and handling by the smelter, refinery or other purchaser (including price participation charges by smelters and/or refiners, interest and provisional settlement fees); and
- (b) costs of handling, transporting, securing and insuring such material from the Property or from a concentrator, whether situated on or off the Property, to a smelter, refinery or other place of treatment, including loading, freight, delay and forwarding expenses incurred in the course of transportation and in the case of gold or silver concentrates or doré, security costs; and
- (c) sales and other taxes based upon sales or production, but not income taxes pursuant to federal, provincial or territorial tax legislation; and
- (d) marketing costs, including sales commissions, incurred in selling ore mined from the Property and from concentrate, doré, metal and products derived from ore mined from the Property.

2.2 Where revenue otherwise to be included under this Schedule B is received by the Owner in a transaction with a party with whom it is not dealing at arm’s length, the revenue to be included shall be based on the fair market value under the circumstances and at the time of the transaction.

2.3 Where a cost otherwise deductible under this Schedule B is incurred by the Owner in a transaction with a party with whom it is not dealing at arm’s length, the cost to be deducted shall be the fair market cost under the circumstance and at the time of the transaction.

2.4 For the purpose of determining Net Smelter Returns, all receipts and major disbursements in a currency other than Canadian shall be converted into Canadian currency on the day of receipt or disbursement, as the case may be, and all other disbursements in a currency other than Canadian

shall be converted into Canadian currency at the average rate for the month of disbursement determined using the Bank of Canada noon rates.

3. Hedging

The Owner may, but shall not be under any duty to, engage in price protection (hedging) or speculative transactions such as futures contracts and commodity options in its sole discretion covering all or part of production from the Property. None of the revenues, costs, profits or losses from such transactions shall be taken into account in calculating Net Smelter Returns or any interest therein.

4. Multiple Property/Allocation

If the Property is brought into production, it may be operated as a single operation with other mining properties owned by third parties or in which the Owner has an interest, in which event, the parties agree that (notwithstanding separate ownership thereof) ores mined from the mining properties (including the Property) may be blended at the time of mining or at any time thereafter, provided, however, that the respective mining properties shall bear and have allocated to them their proportionate part of costs described in paragraph 2.1(a) to 2.1(d) above incurred relating to the single operation, and shall have allocated to each of them the proportionate part of the revenues earned relating to such single operation. In making any such allocation, effect shall be given to the tonnages and location of ore and other material mined and beneficiated and the characteristics of such material including the metal content of ore removed from, and to any special charges relating particularly to ore, concentrates or other products or the treatment thereof derived from, any of such mining properties.

The Owner shall ensure that practices and procedures in accordance with industry practice are adopted and employed for weighing, determining moisture content, sampling and assaying and determining recovery factors.

5. Time and Method of Payment

Payments of a percentage of Net Smelter Returns shall be made to the Holder within 30 days after the end of each calendar quarter in which Net Smelter Returns, as determined on the basis of final adjusted invoices, are received by the Owner. All such payments shall be made in Canadian dollars.

6. Record of Calculations

After the year in which production is commenced on the Property, the Holder receiving a percentage of Net Smelter Returns from the Owner shall be provided annually on or before March 31st with a copy of the calculation of Net Smelter Returns, determined in accordance with this Schedule B, for the preceding calendar year, certified correct by a senior officer of the Owner.

7. Audit

The Holder may, on or before April 30th of any year, give written notice to the Owner requiring an audit. The Owner shall then arrange for the external auditors of the Owner to carry out an audit at the sole expense of the Holder subject to reimbursement as described below and a copy of the auditor's report shall be provided to the Owner and Holder promptly upon completion of the audit. The auditor's report shall be subject to such qualifications the auditor wishes to make, if any, and shall cover the calendar year ending on December 31 of the year immediately preceding the year of the notice.

If it is determined that the amount of Net Smelter Returns which should have been paid by the Owner to the Holder is different from the amount of Net Smelter Returns determined and paid to the Holder in accordance with this paragraph, the calculation of Net Smelter Returns for the audited period shall be amended to agree with the auditor's determination; and:

- (a) if the result is a net increase in payment due to the Holder in respect of the interest in Net Smelter Returns, the Owner shall pay promptly the amount of such net increase to the Holder and reimburse the Holder for the costs of the audit; and
- (b) if the result is a net decrease in payment due to the Holder, the Holder shall refund promptly such overpayment to the Owner.

8. Books and Records

The Owner shall retain the books and records relating to the Property for the current year and for the three calendar years prior to the current year. In the event of the termination of the interest in Net Smelter Returns, the Owner shall, for a period of thirty-six months following the date of such termination, retain the books and records relating to the Property for the year in which termination occurs and the three immediately prior calendar years. The Owner's books and records no longer required to meet the obligations of this paragraph may be destroyed.

9. No Property Right

Nothing contained in the Agreement or any Schedule attached thereto shall be construed as conferring upon the Holder any right to or interest in the Property. The right to receive a percentage of Net Smelter Returns from the Owner as and when due is and shall be deemed to be a contractual right only. Furthermore, the right to receive a percentage of Net Smelter Returns by the Holder from the Owner as and when due shall not be deemed to constitute the Owner the partner, agent or legal representative of the Holder or to create any fiduciary relationship between them for any purpose whatsoever.

10. No Restrictions on Owner

The Owner shall be entitled to (i) make all operational decisions with respect to the methods and extend of mining and processing of ore, concentrate, doré, metal and products produced from the Property (for example, without limitation, the decision to process by heap leaching rather than conventional milling), (ii) make all decisions relating to sales of such ore, concentrate, doré, metal and products produced and (iii) make all decisions concerning temporary or long-term cessation of operations.

11. Assignment by Holder

Subject to paragraph 13, the Holder may convey or assign all but not less than all of the Royalty payable provided that such assignment will not be effective against the Owner until the assignee has delivered to the Owner a written and enforceable acknowledgment on the terms and conditions herein detailed.

12. Assignment by Owner

The Owner may transfer, sell, assign or otherwise dispose of all or any portion of its interest in the Property provided that such disposition will not be effective as against the Holder until the purchaser has delivered to the Holder a written and enforceable acknowledgement of all of the terms and conditions herein detailed.

13. Option to Purchase

The Owner shall have the right exercisable at any time in its sole discretion to purchase 50% of the Royalty by notice in writing to the Holder at the most recent address which it has advised the Owner to deliver any information or notices required to be delivered in connection with the Royalty, by paying to the Holder \$1,500,000 (50% payable to GL and 50% payable to PHS) by way of cash, certified cheque or bank draft, and upon delivering such payment to the address referred to above the Royalty shall be deemed, without any further action on the part of the Holder or the Owner, to be reduced accordingly.

14. Dispute Resolution

Any dispute, controversy or claim arising out of or relating to this Schedule B or the breach, termination or invalidating thereof, shall be settled by arbitration of a single arbitrator and such arbitration shall be conducted under Sections 2638 and following of the *Civil Code of Québec* and of Sections 940 and following of the *Code of Civil Procedure of Québec*. The Parties waive any rights under any applicable law to appeal any arbitration proceedings or award. The place of arbitration shall be Montréal, Province of Québec. The arbitrator shall be a person acceptable to both parties and have expertise in the subject matter of the dispute. The language of the arbitration shall be English.

15. Confidential Information

All information, data, reports, records, feasibility studies and test results relating to the Property and the activities of the Owner or any other party thereon and the terms and conditions of this Agreement, all of which will hereinafter be referred to as "confidential information", will be treated by the Holder as confidential and will not be disclosed to any person not a Party to this Agreement, except in the following circumstances:

- (a) the Holder may disclose confidential information to its auditors, legal counsel, institutional lenders, brokers, underwriters and investment bankers, provided that such non-party users are advised of the confidential nature of the confidential information, undertake to maintain the confidentiality thereof and are strictly limited in their use of the confidential information to those purposes necessary for such non-party users to perform the services for which they were retained by the Holder;
- (b) the Holder may disclose confidential information where that disclosure is necessary to comply with its disclosure obligations and requirements under any securities law, rules or regulations or stock exchange listing agreements, policies or requirements or in relation to proposed credit arrangements, provided that the proposed disclosure is limited to factual matters and that the Holder will have availed itself of the full benefits of any laws, rules, regulations or contractual rights as to disclosure on a confidential basis to which it may be entitled; or
- (c) with the approval of the Owner.

Any confidential information that becomes part of the public domain by no act or omission in breach of this paragraph 15 will cease to be confidential information.

AMENDING AGREEMENT

THIS AGREEMENT is made as of 29th day of September, 2020 (the "**Effective Date**").

BETWEEN:

OPUS ONE RESOURCES INC.

(hereinafter referred to as the "**Optionee**")

- and -

GILBERT LAMOTHE & PETER H. SMITH

(collectively hereinafter referred to as the "**Optionors**")

WHEREAS:

- A. The Optionee (under its previous name GFK Resources Inc.) and the Optionors entered into an option agreement dated June 20, 2016 (the "**Option Agreement**") pursuant to which the Optionee was granted by the Optionors the sole and exclusive right and option to acquire a 100% interest in the property known as the Fecteau Property located in the Province of Québec (the "**Property**").
- B. The parties wish to amend the Option Agreement to, notably, extend the Option Period and the terms and conditions of the Option Payments and the Exploration Expenditures.
- C. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Option Agreement.

NOW, THEREFORE, in consideration of mutual covenants and undertakings contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto have agreed as follows:

- 1. In connection with the execution of this Amending Agreement, the Optionee shall pay to the Optionors an amount of \$50,000 (with GL and PHS each receiving 50% of this amount), 50% of which shall be paid in common shares of the Optionee promptly following the receipt of the required approval from the TSX Venture Exchange (the "**Exchange**"), at a price per share equal to the closing price of such common shares on the Exchange on the trading day immediately before the date of announcement of this Amending Agreement..
- 2. As at the Effective Date of this Amending Agreement, the Parties hereby confirm that the Optionee has completed its obligations under Section 4.1 (a) to (d) of the Option Agreement. The Parties also hereby confirm that the remaining Option Payments and Exploration Expenditures of the Optionee shall be as follows:
 - (a) *on or before January 31, 2021, the Optionee will pay to the Optionors an additional amount of \$75,000 (\$37,500 payable to GL and \$37,500 payable to PHS);*
 - (b) *on or before December 31, 2021, the Optionee will incur Exploration Expenditures for an additional amount of \$150,000;*

- (c) *on or before January 31, 2022, the Optionee will pay to the Optionors an additional amount of \$75,000 (\$37,500 payable to GL and \$37,500 payable to PHS);*
- (d) *on or before December 31, 2022, the Optionee will incur Exploration Expenditures for an additional amount of \$150,000;*
- (e) *on or before January 31, 2023, the Optionee will pay to the Optionors an additional amount of \$75,000 (\$37,500 payable to GL and \$37,500 payable to PHS); and*
- (f) *on or before December 31, 2023, the Optionee will pay to the Optionors an additional amount of \$25,000 (\$12,500 payable to GL and \$12,500 payable to PHS) and incur Exploration Expenditures in the amount of \$200,000.*

Furthermore, the Parties confirm that 50% of the Option Payments shall be paid in common shares of the Optionee, at a price per share equal to the closing price of such common shares on the Exchange on the trading day immediately before the date of issuance.

- 3. As amended and modified by this Amending Agreement, the Option Agreement is in all respects ratified and confirmed as being in full force and effect on the date hereof, unamended except as provided herein, and the Option Agreement and this Amending Agreement shall be read, taken and construed as one and the same agreement. The Parties hereby covenant and agree to sign such further and other documents and to do and perform and cause to be done and performed such further and other things as may be necessary or desirable in order to give full effect to this Amending Agreement and every part hereof. This Amending Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.
- 4. This Agreement shall be construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.
- 5. This agreement and the transactions contemplated herein are subject to the Optionee obtaining the required approvals from the Exchange.
- 6. This Agreement may be executed by the parties hereto in any number of separate counterparts and all of the said counterparts taken together shall be deemed to constitute one and the same instrument. The parties agree that this Agreement may be executed by facsimile or in pdf format by e-mail transmission and that such executions shall be treated for all purposes as executions in original form.

[signature page follows]

IN WITNESS WHEREOF the Parties have executed and delivered this Amending Agreement as of the date first mentioned above.

"Gilbert Lamothe"

Gilbert Lamothe

"Peter H. Smith"

Peter H. Smith

OPUS ONE RESOURCES INC.

Per:

"Louis Morin"

Louis Morin, Chief Executive Officer

**SCHEDULE B
PAYMENT SCHEDULE**

Pursuant to Section 4.1 of the Option Agreement, and the amendment thereto, the remaining Option Payments and Exploration Expenditures of the Assignee following the Assignment shall be as follows:

- (a) on or before December 31, 2022, the Assignee will incur Exploration Expenditures for an additional amount of \$180,880;
- (b) on or before January 31, 2023, the Assignee will pay to the Optionors an additional amount of \$75,000 (\$37,500 payable to each Optionor); and
- (c) on or before December 31, 2023, the Assignee will pay to the Optionors an additional amount of \$25,000 (\$12,500 payable to each Optionor) and incur Exploration Expenditures for an additional amount of \$200,000.

For certainty, subject to applicable securities laws and the policies of the Canadian Securities Exchange (the "CSE"), the parties confirm that 50% of the Option Payments shall be paid in common shares in the capital of the Assignee, at a price per share equal to the closing price of such common shares on the CSE on the trading day immediately before the date of issuance.