

OPTION AGREEMENT

THIS AGREEMENT is executed and made effective the 11 day of August, 2020.

BETWEEN:

GREG EXPLORATION INC., of 223 Murdoch Avenue, Rouyn-Noranda, Quebec J9X 3E5

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

OF THE FIRST PART

AND:

MERIDIUS RESOURCES LIMITED of #789-999 West Hastings Street, Vancouver, B.C. V6C 2W2

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

OF THE SECOND PART

WHEREAS:

A. The Optionor is the legal, beneficial and registered holder of a 100% undivided right, title and interest in and to the King Tut Property, comprised of 120 mineral claims located in the Ligneris and Celoron Townships in the Province of Quebec, and covering 5,206 hectares, all as more particularly described in Schedule "A" hereto (the "**Property**");

B. The Optionor wishes to grant to the Optionee and the Optionee wishes to acquire an option (the "**Option**") to acquire up to a 100% interest in the Property; and

C. The parties hereby wish to enter into this Option Agreement with respect to the Option and the Property to formalize the parties' respective interests and ongoing rights and obligations subject to the terms and conditions herein.

NOW THEREFORE, this Option Agreement witnesses that for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Optionee and Optionor agree as follows:

ARTICLE 1 **INTERPRETATION**

1.1 **Number and gender.** Words importing the singular number shall include the plural and vice versa; words importing gender (or the lack thereof) shall include all genders of lack thereof interchangeably; and words importing persons shall include corporations and other business enterprises and vice versa.

1.2 **Currency.** Unless otherwise expressly stated, all references to currency in this Option Agreement are references to lawful currency of Canada.

1.3 **Headings.** The use of headings in this Option Agreement and the schedules hereto are solely for ease of reference and shall not affect the interpretation or the construction of any provision hereof.

1.4 **References.** Unless otherwise stated, a reference to an Article, Section or other organizational division shall refer to the respective Article, Section or other organizational division of this Option Agreement.

ARTICLE 2

GRANT OF OPTION

2.1 **Option grant.** Subject to Article 6 hereof, the Optionor hereby grants to the Optionee the Option.

2.2 **Option terms.** In order to exercise the Option and acquire up to an undivided 100% interest in the Property, the Optionee shall pay an aggregate of \$600,000 in cash to the Optionor as follows:

- (a) \$200,000 on signing of this Agreement (the “**Agreement Date**”);
- (b) \$100,000 on the 6 month anniversary of the Agreement Date;
- (c) \$100,000 on the 12 month anniversary of the Agreement Date;
- (d) \$100,000 on the 18 month anniversary of the Agreement Date; and
- (e) \$100,000 on the 24 month anniversary of the Agreement Date.

2.3 **Earning of 100% Interest and Transfer of Title.** Upon the Optionee paying an aggregate of \$600,000 pursuant to section 2.2 hereof, the Optionee will have acquired an undivided 100% right, title and interest in the Property. Immediately upon the Optionee earning the full 100% interest, the Optionor shall deliver to the Optionee such duly executed transfer documents respecting the Property in favour of the Optionee, as the Optionee or its counsel may reasonably deem necessary to transfer and assign to the Optionee a 100% legal, beneficial and recorded title to the Property. The parties acknowledge that the claims forming the Property as noted on Schedule “A” hereto are subject to a 2% net smelter return royalty in favor of the Optionor, and that 3 claims (CL-5218751, CL-5218753, CL-5245190) are subject to an additional 1% net smelter return royalty in favor of Globex Mining Entreprises Inc. The Optionor agrees that the Optionee shall have the right to acquire 1% of the net smelter royalty on claims CL-5218751, CL-5218753 and CL-5245190 at any time for a cash payment of \$1,000,000.

2.4 **Mineral Resource and Pre-feasibility Milestone Payments.** The Optionee also agrees to make the following milestone payments to the Optionor

- (a) Upon receipt by the Optionee of an independent technical report prepared in accordance with National Instrument 43-101 confirming the existence of a mineral resource on the Property containing at least 500,000 ounces of gold in the measured and indicated categories, the Optionee shall pay to the Optionor a payment of \$500,000 in cash, or, at the option of the Optionee, in common shares of the Optionee.

- (b) Upon completion and delivery of a positive pre-feasibility study on the Property, the Optionee shall also pay to the Optionor \$500,000, in cash, or, at the option of the Optionee, in common shares of the Optionee.

ARTICLE 3

MATTERS RELATING TO THE PROPERTY

3.1 **Possession and working right.** During the currency of the Option, the Optionee shall be the exclusive operator of the Property and shall have the exclusive working right to enter on, have exclusive and quiet possession thereof and conduct exploration, prospecting, development and any other operations on the Property as the Optionee in its sole discretion may decide, including but not limited to the right:

- (i) to erect, bring and install on the Property all buildings, plant, machinery, equipment, tools, appliances or supplies as the Optionee shall deem necessary and proper; and
- (ii) to remove from the Property reasonable quantities of rocks, minerals, ores, metals, diamonds and other gems, and to transport them for the purposes of sampling, metallurgical testing and assaying.

3.2 **Conduct of operations.** All operations conducted by the Optionee shall be in accordance with good exploration, development, mining and reclamation practice, and in compliance with all applicable legislation.

3.3 **Maintenance of Property.** During the currency of the Option, the Optionee shall maintain the Property in good standing; shall prepare and file the annual assessment reports in cooperation with the Optionor, to comply with the assessment requirements in Quebec. The Optionor shall pay any and all taxes, assessments and other charges lawfully levied or assessed against the Property. The Optionor shall promptly transmit to the Optionee any and all notices pertaining to any and all taxes, assessments and other charges lawfully levied or assessed against the Property, and the Optionee shall reimburse the Optionor for any and all costs associated with the applicable reports and filings within 15 days of receiving such notice.

3.4 **Access to operations.** During the currency of the Option, the Optionor may, at its own risk and expense, and at reasonable times agreed to by the Optionee, enter on the Property and examine the Optionee's operations thereon, always provided that the Optionor will not, in the opinion of the Optionee, interfere with same.

3.5 **Records and Further Assurances.** Upon execution of this Option Agreement, the Optionor shall make available to the Optionee all available technical data, geotechnical reports, maps, digital files and other data with respect to the Property, provide all such consents or other documentation and do all such things as may be reasonably requested by the Optionee in connection with completing the transactions contemplated under this Option Agreement.

3.6 **Perimeter.** Any mining claims or properties acquired by either the Optionor or Optionee during the term of this Agreement within 5 kilometers of the current boundaries of the Property will fall within the terms of this Option Agreement and constitute a part of the Property.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

4.1 **Optionor's representations and warranties.** The Optionor hereby represents and warrants to the Optionee that:

- (a) it is a company duly and validly subsisting under the laws of its jurisdiction of incorporation, and all necessary approvals of its directors, officers, shareholders and others, and any further approvals that may be required in connection therewith, have been obtained or will have been obtained on or prior to the Agreement Date to authorize the entering into and delivery of this Option Agreement and the taking of all actions required pursuant hereto by the Optionor;
- (b) they are, and during the time of the Option and until the interest is transferred to the Optionee in accordance with section 2.4, will be the legal, registered and beneficial holders of 100% undivided interest in the Property, free and clear of any and all defects, charges, liens and encumbrances of any nature or kind whatsoever, whether written or oral, direct or indirect;
- (c) it (i) has not transferred or encumbered, (ii) has not agreed to transfer or encumber, or (iii) will not agree to transfer or encumber all or any of its right, title or interest in and to the Property, except as provided for in this Option Agreement;
- (d) the Property has been duly and validly staked, located and recorded in accordance with the applicable laws, and is in good standing, free and clear of all assessments, charges, liens and encumbrances of any nature or kind whatsoever, whether written or oral, direct or indirect;
- (e) there are no actions, suits, claims, proceedings, litigation or investigations pending, or to the best of the Optionor's knowledge after due investigation, threatened, or any judgments outstanding and unsatisfied, against or affecting, any part or all of the Property;
- (f) no other person has any agreement or other right to acquire any interest in the Property;
- (g) there is no existing, contemplated or threatened governmental prohibition or moratorium on exploration or development work on the Property;
- (h) conditions on and relating to the Property and all previous work or operations conducted by the Optionor thereon are in compliance with all applicable laws, regulations or orders relating to environmental matters including, without limitation, waste disposal and storage and neither they, nor to their knowledge any person, have received any notice of any breach of any such laws, and they have no knowledge of any facts which would lead a well-informed operator in the mining industry to believe there are any environmental liabilities associated with the Property, and there are no environmental audits, evaluations, assessments or studies relating to the Property;
- (i) to the best of their knowledge, information and belief, there are no outstanding orders or directions relating to environmental matters requiring any work, repairs, construction or capital expenditures with respect to the Property and the conduct of operations related

thereto, they have not received any notice of the same and they are not aware of any basis on which any such order or direction could be made;

- (j) full and complete copies of all available exploration information and data, including all geological, geophysical and geochemical information and data (including all drill, sample and assay results and all maps) concerning the Property in its possession or control have been provided to the Optionee;
- (k) it has all material permits, authorizations, licences, registrations and certificates necessary to carry on its business as currently conducted and as contemplated by this Option Agreement;
- (l) it has the full and undisputed power, right and authority to enter into and deliver this Option Agreement, to perform and observe the covenants and conditions on its part to be performed and observed herein, and to deal with the Property as provided for in this Option Agreement;
- (m) neither the execution or delivery of this Option Agreement, nor the performance or observance of the provisions hereof, will conflict with or result in the violation, contravention or breach of, or constitute or result in a default under:
 - (i) any of the terms and provisions of any law applicable to the Optionor;
 - (ii) any agreement, written or oral, to which the Optionor may be a party or by which the Optionor are or may be bound; or
 - (iii) the constating documents of the Optionor or of any resolution of its directors or shareholders;
- (n) this Option Agreement has been duly executed and delivered by the Optionor and it constitutes a valid, legal and binding agreement enforceable against the Optionor in accordance with its terms;
- (o) the Optionor is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada); and
- (p) the Optionor is not aware of any material fact or circumstance which has not been disclosed to the Optionee, which should be disclosed in order to prevent the representations and warranties in this section from being misleading or which may be material in the Optionee's decision to enter into this Option Agreement.

4.2 **Optionee's representations and warranties.** The Optionee represents and warrants to the Optionor that:

- (a) it is a company duly and validly subsisting under the laws of British Columbia, and all necessary approvals of its directors and officers, and any further approvals that may be required in connection therewith, have been or will have been obtained to authorize the entering into and delivery of this Option Agreement and the taking of all actions required pursuant hereto by the Optionee;

- (b) it has the full and undisputed power, right and authority to enter into and deliver this Option Agreement, to perform and observe the covenants and conditions or its part to be performed and observed herein, and to deal with the Property as provided for in this Option Agreement;
- (c) neither the execution or delivery of this Option Agreement, nor the performance or observance of the provisions hereof, will conflict with or result in the violation, contravention or breach of, or constitute or result in a default under:
 - (i) any of the terms and provisions of any law applicable to the Optionee;
 - (ii) any agreement, written or oral, to which the Optionee may be a party or by which the Optionee is or may be bound; or
 - (iii) the constating documents of the Optionee or of any resolution of its directors or shareholders;
- (d) this Option Agreement has been duly executed and delivered by the Optionee and it constitutes a valid, legal and binding agreement enforceable against the Optionee in accordance with its terms; and
- (e) the Optionee is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).

ARTICLE 5

SECURITIES LAWS

5.1 **Technical Report.** If required pursuant to applicable securities laws, the parties shall use their best efforts to deliver and produce a technical report in compliance with National Instrument 43-101 with respect to the Property (the “**Report**”), at the cost of the Optionee.

ARTICLE 6

DEFAULT AND TERMINATION

6.1 **Event of Default and Termination by Optionor.** If the Optionee shall be in default in making any payments within the times required under section 2.2 hereof, the Optionor shall have the right to terminate this Option Agreement if written notice of such default has been provided by the Optionor to the Optionee and such default has not been rectified within 30 days from the date of receipt of such notice.

6.2 **Termination by Optionee.** The Optionee shall be entitled to terminate this Option Agreement without further liability at any time by giving thirty (30) days written notice of termination to the Optionor.

6.3 **Optionee's Responsibilities on Termination.** If this Option Agreement is terminated prior to the Optionee earning an interest in the Property hereunder:

- (a) the Optionee shall remove from the Property, within three (3) months of the effective date of termination, all exploration, mining and other facilities erected, installed or

brought upon the Property by or at the instance of the Optionee, and any exploration, mining or other facilities remaining on the Property after the expiration of such six (6) month period shall, without compensation to the Optionee, become the property of the Optionor;

- (b) on the request of the Optionor, the Optionee shall allow the Optionor, at the Optionor's risk, cost and expense, to take possession of all drill cores and cuttings and assay pulps produced from the Property by the Optionee; and
- (c) the Optionee shall leave the claims comprising the Property in good standing under the applicable mineral claims legislation of the Province of Quebec at the time of termination of this Option Agreement, with a minimum of \$500,000 in exploration expenditures incurred on the Property so the Property will remain in good standing for a period of at least one year from the date of termination of this Agreement.

ARTICLE 7

FORCE MAJEURE

7.1 **Force Majeure.** If the Optionee is prevented or delayed in complying with any provisions of this Option Agreement by reason of strikes, lockouts, labour shortages, power shortages, floods, fires, wars, pandemics, acts of God, governmental regulations restricting normal operations or any other reason or reasons beyond the control of the Optionee, the time limited for the performance of the various provisions of this Option Agreement as set out above shall be extended by a period of time equal in length to the period of such prevention and delay. The Optionee, insofar as is possible, shall promptly give written notice to the Optionor of the particulars of the reasons for any prevention or delay under this section and shall take all reasonable steps to remove the cause of such prevention or delay as soon as reasonably practicable, and shall give notice to the Optionor as soon as such cause ceases to subsist.

ARTICLE 8

INDEMNITIES

8.1 **Mutual Indemnity.** Each party hereto shall and does hereby indemnify and save harmless the other, as well as the other's directors, officers, employees, servants, agents, contractors and shareholders, from and against any and all claims, demands, actions, suits, proceedings, liabilities, losses, damages, costs, expenses, fees, fines, penalties, interests and deficiencies of any nature or kind whatsoever arising by virtue of or in respect of any inaccuracy, misstatement, misrepresentation, act or omission made by such party in connection with any matter set out herein, and any and all claims, demands, actions, suits, proceedings, liabilities, losses, damages, costs, expenses, fees, fines, penalties, interests and deficiencies of any nature or kind whatsoever related or incidental thereto.

8.2 **Survival of Indemnities.** Notwithstanding any other provision of this Option Agreement, the indemnities provided herein shall remain in full force and effect until all possible liabilities of the persons indemnified thereby are extinguished by the operation of law and will not be limited to or affected by any other indemnity obtained by such indemnified persons from any other person.

8.3 **No Waiver.** No investigation made by or on behalf of either of the parties hereto at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by the other party herein or pursuant hereto. No waiver by either of the

parties hereto of any provision herein, in whole or in part, shall operate as a waiver of any other provision herein.

ARTICLE 9

LIMITATION OF OBLIGATIONS OF OPTIONEE

9.1 **Limitation.** It is understood and agreed that nothing contained in this Option Agreement, nor any payment made or incurred by the Optionee on or in connection with the Property or part of it, nor the doing of any act or thing by the Optionee under this Option Agreement shall obligate the Optionee to do anything else under this Option Agreement other than to make payments to the extent that it may have expressly undertaken to do so pursuant to the terms of this Option Agreement.

ARTICLE 10

GENERAL

10.1 **Notices.** All notices, communications and other documents required or permitted to be given hereunder shall be in writing and shall be personally delivered or sent by prepaid registered mail, electronic mail or by facsimile transmission (with confirmed receipt) to the recipient as follows:

(a) in the case of the Optionee:

Meridius Resources Limited
#789-999 West Hastings Street,
Vancouver, BC V6C 2W2
Attention: Dylan Sidoo

(b) in the case of the Optionor:

GREG Exploration Inc.
223 Murdoch Avenue,
Rouyn-Noranda, Quebec J9X 3E5
Attention: Steve Labranche, CEO
Steve@gregx.ca

and shall be deemed to be validly given and received (i) if personally delivered or sent by electronic mail or by facsimile transmission (with confirmed receipt), on the date of delivery or transmission if delivered or transmitted during normal business hours and on the next business day following the date of delivery or transmission if delivered or transmitted after normal business hours; and (ii) if sent by prepaid registered mail, on the date which is five (5) business days after the date of mailing excluding all days in which postal service is disrupted. Either party may from time to time change its address by notice to the other in accordance with this Section.

10.2 **Entire agreement.** This Option Agreement sets forth the entire agreement between the parties, and any persons who have in the past or who are now representing either of the parties, with respect to the subject matter hereof and supersedes all prior communications, understandings and agreements between the parties or any of them with respect to the subject matter hereof.

10.3 **Further Assurances.** Each party hereto agrees to execute and deliver, or cause to be executed and delivered, such further instruments and assurances, and to do such further acts and things, as

may be necessary or desirable to give effect to this Option Agreement, including but not limited to such as may be required for registering or recording changes in the ownership interests in the Property.

10.4 **Assignment.** During the currency of the Option, neither party may assign or otherwise transfer all or part of its interest in and to this Option Agreement to any third party without prior consent of the other party. Any assignment shall be subject to the assignee entering into an agreement, in form and substance satisfactory to counsel for the other party, to be bound by this Option Agreement.

10.5 **Encumbrances.** During the currency of the Option, the parties shall not pledge, mortgage, charge or otherwise encumber their rights and obligations under this Option Agreement or their beneficial interest in and to the Property without the consent of the other party, which consent shall not be unreasonably withheld.

10.6 **Enurement.** This Option Agreement shall enure to the benefit of and be binding on the parties and their respective executors, heirs, administrators, successors and permitted assigns.

10.7 **Confidentiality.** The parties agree to maintain the highest level of confidentiality with respect to this Option Agreement and all matters relating to the Property, except for matters required to be publicly disclosed by law or the rules or policies of any regulatory authority, stock exchange or quotation system.

10.8 **Arbitration.** Any dispute or conflict between the parties under this Option Agreement which cannot be settled by them shall be submitted to a mutually agreeable mediator who will have no authority to bind the parties and, in the event that mediation efforts are unsuccessful, to a single arbitrator pursuant to the provisions of the *Commercial Arbitration Act* (British Columbia) or, if the parties cannot agree upon a single arbitrator, to three arbitrators, one appointed by the Optionee, one appointed by the Optionor and a third appointed by the arbitrators appointed by the parties. Arbitration proceedings shall take place in Vancouver, British Columbia, at such place that the arbitrator or arbitrators shall determine.

10.9 **Governing law.** This Option Agreement and the rights and obligations and relations of the parties shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein. The parties agree that the courts of Québec shall have sole jurisdiction to entertain any action or other legal proceedings based on any provisions of this Option Agreement, and the parties agree to attorn to the jurisdiction of such courts.

10.10 **Construction.** This Option Agreement has been negotiated and approved by counsel on behalf of each of the parties hereto and, notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty will not be construed against any party hereto by reason of the authorship thereof.

10.11 **Counterparts and delivery.** The parties may execute this Option Agreement in counterparts and deliver same by facsimile, each facsimile being deemed to be an original and such counterparts, if any, being deemed to form one and the same instrument bearing the date set forth above notwithstanding the date of actual execution.

10.12 **Time.** Time shall be of the essence hereof.

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

MERIDIUS RESOURCES LIMITED



Per: _____
Director

GREG EXPLORATION INC.



Per: _____
Authorized Signatory

Schedule "A"

Description of the Property

Claim Number	Hectares	Good to Date
2369270	2.66	04/11/2021
2369272	3.56	04/11/2021
2362765	24.24	04/09/2021
2342056	24.26	01/09/2021
2342057	24.31	01/09/2021
2362766	24.35	04/09/2021
2342055	32.88	01/09/2021
2561957	39.98	14/04/2022
5218751	40.00	04/11/2023
5218753	40.00	04/11/2023
5245190	40.00	20/01/2023
2561958	40.25	14/04/2022
2406992	42.31	08/07/2021
2406991	42.40	08/07/2021
2402721	42.41	21/04/2023
2362770	42.42	04/09/2021
2402720	42.42	21/04/2021
2402719	42.50	21/04/2021
2362767	42.51	04/09/2021
2341752	42.53	01/09/2021
2402722	42.54	21/04/2023
2362771	42.58	04/09/2021

Claim Number	Hectares	Good to Date
2362769	42.60	04/09/2021
2362772	42.60	04/09/2021
2362768	42.63	04/09/2021
2561956	48.72	14/04/2022
2362764	53.90	04/09/2021
2561959	55.28	14/04/2022
2570576	56.49	28/06/2022
2570577	56.49	28/06/2022
2570578	56.49	28/06/2022
2570579	56.49	28/06/2022
2570554	56.50	28/06/2022
2570556	56.50	28/06/2022
2570573	56.50	28/06/2022
2570574	56.50	28/06/2022
2570575	56.50	28/06/2022
2570555	56.51	28/06/2022
2570564	56.51	28/06/2022
2570565	56.51	28/06/2022
2570566	56.51	28/06/2022
2570561	56.52	28/06/2022
2570562	56.52	28/06/2022
2570563	56.52	28/06/2022
2570558	56.53	28/06/2022
2570559	56.53	28/06/2022
2570560	56.53	28/06/2022

Claim Number	Hectares	Good to Date
2570557	56.54	28/06/2022
2369273	56.55	04/11/2021
2570536	56.55	28/06/2022
2570537	56.55	28/06/2022
2570552	56.55	28/06/2022
2570553	56.55	28/06/2022
2362763	56.56	04/09/2021
2369271	56.56	04/11/2021
2570534	56.56	28/06/2022
2570535	56.56	28/06/2022
2570548	56.56	28/06/2022
2570549	56.56	28/06/2022
2570550	56.56	28/06/2022
2570551	56.56	28/06/2022
2570571	56.56	28/06/2022
2570572	56.56	28/06/2022
2570544	56.57	28/06/2022
2570545	56.57	28/06/2022
2570546	56.57	28/06/2022
2570547	56.57	28/06/2022
2570569	56.57	28/06/2022
2570570	56.57	28/06/2022
2570541	56.58	28/06/2022
2570542	56.58	28/06/2022
2570543	56.58	28/06/2022

Claim Number	Hectares	Good to Date
2570568	56.58	28/06/2022
2570539	56.59	28/06/2022
2570540	56.59	28/06/2022
2570538	56.60	28/06/2022
2570567	56.60	28/06/2022
2556802	56.61	27/02/2023
2556803	56.61	27/02/2023
2556804	56.61	27/02/2023
2560563	0.15	25/03/2023
2560285	4.79	11/03/2023
2566085	5.01	27/05/2022
2566091	10.54	27/05/2022
2566084	13.74	27/05/2022
2566082	13.77	27/05/2022
2566083	13.77	27/05/2022
2560286	13.93	11/03/2023
2560287	13.99	11/03/2023
2566088	20.62	27/05/2022
2560562	28.69	25/03/2023
2566089	28.83	27/05/2022
2566090	28.85	27/05/2022
2560565	35.45	25/03/2023
2422207	42.65	02/02/2022
2566086	56.52	27/05/2022
2566087	56.52	27/05/2022

Claim Number	Hectares	Good to Date
2560564	56.53	25/03/2023
2560561	56.54	25/03/2023
2560289	56.55	11/03/2023
2560288	56.56	11/03/2023
2560207	9.63	11/03/2023
2560208	12.75	11/03/2023