THIS ASSIGNMENT AGREEMENT is dated the 15th day of March, 2023.

BETWEEN:

Grid Metals Corp.
3335 Yonge Street, Suite 304
Toronto, ON M4N 2M1

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

AND:

OF THE FIRST PART,

USHA RESOURCES LTD.
1575 Kamloops Street
Vancouver, BC V5K 3W1
(hereinafter referred to as the "**Assignee and/or "We"**")

OF THE SECOND PART.

WHEREAS the Assignor has executed three (3) options with 2758145 Ontario Ltd. (the "**WW Owners**") to the right to purchase an undivided 100% interest in 712 unpatented mining claims located in the Province of Ontario, more particularly described in Schedule "A" annexed hereto (the "**WW Property**"). These Options are collectively referred to as the "**WW Options** and/or **WW Option Agreements**".

WHEREAS the Assignor has executed one (1) option with 2758145 Ontario Ltd., Peter Gehrels, and Allan George Onchulenko (collectively, the "**Nym Owners**") to the right to purchase an undivided 100% interest in 8 unpatented mining claims located in the Province of Ontario, more particularly described in Schedule "B" annexed hereto (the "the **Nym Property**"). This Option is referred to as the "**Nym Option** and/or **Nym Option Agreement"**.

Collectively, the WW Property and Nym Property are referred to as the "**Property**" and comprise 720 unpatented mining claims.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for and in consideration of the mutual covenants, agreements, representations and warranties herein contained and the sum of $1.00, and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each party), it is hereby agreed by and between the Parties as follows that this letter agreement confirms the Assignor's grant to Usha Resources Ltd. ("Assignee" and/or "We") of the exclusive option (the "Option") to purchase their right to purchase 100% interest in and to 720 mineral claims (the "Property") located in the Thunder Bay Mining Division of Ontario through the various terms and conditions set forth below. The Assignor has renegotiated the terms of the underlying WW Option and Nym Option with the WW Owners and Nym Owners which provides it with the right to earn a 100% interest in the Property subject to the underlying royalty .

1. The closing of the transactions herein (the "Closing") will occur on the fifth day following acceptance by the TSX Venture Exchange of notice of the transactions described herein ("Regulatory Approval").

2. We will have exercised the Option and will have acquired from you 100% interest in and to your right to purchase the Property by ("Commitments"):

   a) making all payments of cash and shares to you as set out in paragraph 3 below,
   b) acknowledging the grant by the Nym Owners and the WW Owners to Grid Metals Corp. of a royalty (the "NSR Royalty") by agreement dated March 15, 2023 equal to 1.5% of Net Smelter Returns, as defined in Schedule "C" hereto, with respect to the Property which We will assume the payment obligations for upon acquiring a 100% interest in the Property, and
   c) delivering to you a notice stating that we have complied with all the requirements of this paragraph and assumed the payment obligation for the NSR Royalty.

3. We will pay or issue, as the case may be, to you:

   a) pay $20,000 to the Assignor within five days of regulatory approval of this Agreement;
   b) issue 350,000 Shares to the Assignor prior to March 24, 2023 to be held in escrow until Regulatory Approval of this Agreement;
   c) pay a further 500,000 Shares to the Assignor on or before the first anniversary of Regulatory Approval of this Agreement; and
   d) pay a further 750,000 Shares to the Assignor on or before the second anniversary of Regulatory Approval of this Agreement.

4. Upon exercise of the Option, you will convey your 100% interest in the right to purchase the Property to us free and clear of all encumbrances, except for the NSR Royalty.

5. We may purchase two-thirds of the NSR Royalty (i.e., 1%) from you at any time for the sum of $1,000,000.00 payable to you.

6. This letter agreement represents an option only. No act done, payment made or issuance of shares by us hereunder will obligate us to do any further act or make any further payment or issuance of shares, save for the performance of those of our obligations which were not satisfied on the effective date of termination of the Option.

7. During the currency of this letter agreement, we, our servants, agents, workers and any persons duly authorized by us, shall have the right of access to and from and the exclusive right to enter upon and take possession of and prospect, explore and develop the Property in such manner as we in our sole discretion may deem advisable.

8. You have due and sufficient right and authority to enter into this letter agreement on the terms and conditions herein. Following the completion of the Assignment Agreement, no person,

firm, corporation other entity, other than us, has an interest in the Property or any agreement or right capable of becoming an agreement for the acquisition of an interest in the Property, and to your knowledge there is no basis for and there are no actions, suits, judgements, investigations or proceedings outstanding or pending or threatened, or charges, liens, encumbrances or obligations which might affect the Option or the Property. The Property is in good standing, free and clear of all liens, charges and encumbrances and no taxes or rentals are due in respect thereof.

9. To the best of your knowledge and belief, after having made reasonable enquiry, reclamation and rehabilitation of those parts of the Property which have been previously explored, developed or worked has been properly completed in compliance with all applicable laws, or if not so completed, you have used your best efforts to mitigate the damage to the environment resulting from such previous work.

10. You covenant and agree with us that:

    a) you will, within 14 days of the execution and delivery of this letter agreement, provide us with all material data and information in your possession or under your control relating to exploration activities on and in the vicinity of the Property;

    b) until such time as the Option is exercised or otherwise terminates, you will not deal or attempt to deal with your right, title and interest in and to the Property in any way that would or might affect our right to become absolutely vested in and to the Property, free and clear of any liens, charges and encumbrances; and

    c) you will perform such other duties and make such other filings as are reasonably required by the TSX Venture Exchange and other regulatory bodies having jurisdiction and to carry out effectually the intent of this letter agreement.

11. We covenant and agrees with you that until the Option is exercised or otherwise terminates, we will:

    a) keep the Property clear of liens and other charges arising from our operations thereon;

    b) carry on all operations on the Property in compliance with all applicable governmental regulations and restrictions;

    c) pay or cause to be paid any rates, taxes, duties, royalties, assessments or fees levied with respect to the Property or to our operations thereon;

    d) indemnify and save you harmless from any and all liabilities, costs, damages or charges arising from our failure to comply with the covenants contained in this paragraph or otherwise arising from our operations on the Property.

    e) allow you access at all reasonable times and intervals to all factual maps, reports, assay results and other factual technical data prepared or obtained by us in connection with our operations on the Property;

f) maintain in good standing those licenses, mineral claims, concessions or other interests comprising the Property by the doing and filing of assessment work or the making of payments in lieu thereof and the performance of all other actions which may be necessary in that regard and in order to keep such mineral claims, concessions or other interests free and clear of all liens and other charges arising from the Assignee's activities thereon except those at the time contested in good faith by the Assignee; and

g) do or cause to be done all work on the Property in a good and workmanlike fashion and in accordance with all applicable laws, regulations, orders and ordinances of any applicable governmental authority.

12. If we fail to make any payment or issue any shares, or fail to do any thing on or before the last day provided under this letter agreement, you may terminate the Option, but only if:

   a) you will have first given to us written notice of the failure; and

   b) we have not, within 30 days following receipt of your notice, given you notice that we have cured the failure.

13. We may terminate the Option at any time upon giving notice thereof in writing to you.

14. Upon termination of the Option, we forfeit any and all interest in the Property and will cease to be liable to you in debt, damages or otherwise, save for the performance of those of our obligations which were not satisfied on the effective date of termination. Notwithstanding any other provisions of this Agreement, in the event of termination of this Agreement, Assignee will:

   i) provide the Assignor with copies of all data and information related to the Property that were not provided to the Assignor prior to the termination of this Agreement, together with, if applicable, a final report on all work carried out by Assignee together with all drill cores and unprocessed assay samples;

   ii) have the right and obligation to remove from the Property within 180 days of the effective date of such termination all equipment erected, installed or brought upon the Property by or at the instance of Assignee;

   iii) perform all reclamation work on the Property required under applicable mining, exploration and environmental laws in Ontario, as a result of exploration or operations carried out by or on behalf of Assignee; and

   iv) leave the mineral claims and any other mineral tenures comprising the Property free and clear of encumbrances and in good standing under applicable laws in Ontario for at least nine months after the date of termination.

15. Upon termination of the Option by us, we will deliver to you, within 30 days of the effective date of termination of the Option, copies of all factual maps, reports, assay results and other factual data and documentation relating to our operations on the Property.

16. We may at any time, prior to exercise of the Option, abandon any one or more of the claims comprising the Property, and such claims shall upon notice to you be deemed to be thereafter excluded from the Property. Any such abandoned claims shall be in good standing for a period of not less than six months at the time such notice of abandonment is provided.

17. All our obligations under this letter agreement are subject to the acceptance by the TSX Venture Exchange of notice of the transactions described herein.

18. This letter agreement is governed by and construed in accordance with the laws of the Province of Ontario which is deemed to be the proper law hereof.

19. All questions or matters in dispute with respect to this Agreement will be submitted to arbitration pursuant to the terms hereof. It will be a condition precedent to the right of any party to submit any matter to arbitration pursuant to the provisions hereof, that any party intending to refer any matter to arbitration gives not less than 30 days' prior written notice of its intention so to do to the other party together with particulars of the matter in dispute. On the expiration of such 30 days, the party who gave such notice may proceed to refer the dispute to arbitration. The party desiring arbitration will appoint one arbitrator, and will notify the other party of such appointment, and the other party will, within 15 days after receiving such notice, appoint an arbitrator, and the two arbitrators so named, before proceeding to act, will, within 15 days after the appointment of the last appointed arbitrator, unanimously agree on the appointment of a third arbitrator to act with them and be chairman of the arbitration herein provided for. If the other party will fail to appoint an arbitrator within 15 days after receiving notice of the appointment of the first arbitrator, and if the two arbitrators appointed by the parties will be unable to agree on the appointment of the chairman, the chairman will be appointed under the provision of the Commercial Arbitration Act (British Columbia) (the "Act"). Except as specifically otherwise provided in this paragraph, the arbitration herein provided for will be conducted in accordance with the Act. The chairman, or in the case where only one arbitrator is appointed, the single arbitrator, will fix a time and place in Vancouver, British Columbia, for the purpose of hearing the evidence and representations of the parties, and he will preside over the arbitration and determine all questions of procedure not provided for under the Act or this paragraph. After hearing any evidence and representations that the parties may submit, the single arbitrator, or the arbitrators, as the case may be, will make an award and reduce it to writing, and deliver one copy thereof to each of the parties. The expense of the arbitration will be paid as specified in any award. The parties agree that the award of a majority of the arbitrators, or in the case of a single arbitrator, of such arbitrator, will be final and binding upon each of them.

20. Any demand, notice or other communication (a "Communication") to be given in connection

with this Agreement shall be given in writing to the Parties at their respective addresses set forth on the first page of this Agreement or to such other address or telecopier number the Parties may notify each other in writing from time to time and may be given by personal delivery, by registered mail or by transmittal by telecopier or other form of electronic communication, except in the event of a disruption in the mail delivery service, in which event the Communication shall be delivered personally or by telecopier. Any Communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the third business day following the deposit thereof in the mail and, if given by telecopier or other form of electronic communication, on the day of transmittal thereof.

21. The Assignor agrees that it shall not disclose to any third party any information concerning this Agreement, the Property or the activities thereon, without the written consent of the Assignee.

22. Time is of the essence in this letter agreement.

23. This Agreement is subject to Regulatory Approval.

24. Unless otherwise indicated, all dollar amounts referred to in this Agreement are expressed in Canadian funds.

25. Any party may dispose of all or any part of its interest in and to the Property and this letter agreement to any third party (the "Assignee") provided that the Assignee shall, prior to and as a condition precedent to such disposition, deliver to the non-assigning party its covenant with and to the non-assigning party that:

    a) to the extent of the disposition, the Assignee agrees to be bound by the terms and conditions of this letter agreement as if it had been an original party hereto; and

    b) it will subject any further disposition of the interest acquired to the restrictions contained in this paragraph.

26. Should any part of this letter agreement be declared or held invalid for any reason, such validity shall not affect the validity of the remainder which shall continue in full force and effect and be construed as if this letter agreement had been executed without the invalid portion and it is hereby declared the intention of the parties hereto that this letter agreement would have been executed without reference to any portion which may, for any reason, be hereafter declared or held invalid.

27. No condoning, excusing or waiver by any party hereto of any default, breach or non-observance by any other party hereto at any time or times in respect of any covenant, proviso or condition herein contained shall operate as a waiver of that party's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of that party in respect of any such continuing or subsequent

default, breach or non-observance, and no waiver shall be inferred from or implied by anything done or omitted to be done by the party having those rights.

28. This letter agreement may be executed in several parts in the same form and such parts as so executed will together constitute one original agreement, and such parts, if more than one, will be read together as if all the parties hereto had executed one copy of this letter agreement.

29. This letter agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements, understandings and representations, oral or written, by and between any of the parties hereto with respect to the subject matter hereof, and there are no representations not expressly set out in this letter agreement.

If the foregoing is in accordance with your understanding and is acceptable to you, please indicate by signing this letter and returning a copy to us. The Agreement will be considered executed once it has been signed and approved by both parties.

Yours truly,

"Deepak Varshney"

Usha Resources Ltd.
per Deepak Varshney, Chief Executive Officer

Accepted and agreed to this 15th day of March, 2023 by:

Grid Metals Corp.

"Robin Dunbar"
Robin Dunbar, Authorized Signatory

SCHEDULE “A”

Mineral Claims Comprising the WW Property

White Willow Claim Numbers
712 Single Claim Units **Claim Holder: 2758145 Ontario Ltd**
740298 740299 740300 740301 740302 740303 740304 740305 740306 740342
740307 740343 740344 740345 740579 740580 740474 740475 740476 740477
740478 740479 740480 740481 740465 740466 740467 740468 740469 740470
740471 740472 740346 740347 740348 740349 740350 740351 740352 740353
740354 740355 740356 740473 740482 740574 740575 740576 740577 740401
740400 740402 740403 740404 740405 740406 740246 740247 740248 740249
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701865 701866 701867 701868 701869 701870 740255 740256 740257 740258
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740544 740545

SCHEDULE "B"

Mineral Claims Comprising the Nym Property

Nym Claim Numbers
8 Single Claim Units **Claim Holder: 2758145 Ontario Ltd**
562181, 562182, 562183, 562184, 526617, 562618, 562619, 562620

SCHEDULE “C”

Net Smelter Returns Royalty

1. The Assignee shall pay to the Assignors a 1.5% NSR Royalty on all Mineral Products sold from the Property to the Assignor.

2. For the purposes of the NSR Royalty, Net Smelter Returns shall be calculated as follows:

Gross Revenue from the sale of Mineral Products less,

(a) Transportation costs incurred in connection with the transportation of Mineral Products,

(b) All umpire charges which the purchaser of Mineral Products may require or be required to pay,

(c) All charges, costs and commissions of marketing and selling Mineral Products,

(d) All taxes (excluding for certainty, income taxes) and assessments enacted both before and after the date hereof including without limitation, any severance, royalty, net proceeds tax, production, or other similar or related charge, payment or fee that is or may in the future be assessed by any federal, provincial, territorial, municipal or other government, entity or other authority with respect to the sale of Mineral Products,

(e) Sampling and assay costs,

(f) Insurance costs,

(g) Smelter and refining charges, ore treatment charges, penalties and all charges made by the purchaser of Mineral Products if not deducted directly by the Assignee.

3. The accounting records of the Assignee shall be maintained to provide data for items set out in paragraph 2 in this Schedule “B”.

4. A year-end statement shall be provided by the Assignee providing a detailed summary of the aggregate amount of NSR Royalty payable to the Assignor during the relevant year certified correct by a senior officer of the Assignee.

~~5.~~ The NSR Royalty shall be paid on a quarterly basis within forty-five days after the end of each quarter in respect of the proceeds received in such quarter.

6. The NSR Royalty shall be paid by cheque or certified cheque in Canadian currency. An NSF cheque shall be a non-payment. Any overpayment shall be deducted from any future NSR Royalty payments.

7. The NSR Royalty shall become effective at the Effective Date of this Agreement.

8. The NSR Royalty incorporates and is subject to all the terms and conditions of this Agreement.

9. To the extent permitted under applicable law, the NSR Royalty creates a direct real property interest in the Property and constitutes a covenant running with the Property. The holder of the NSR Royalty shall be entitled to register the NSR Royalty against the Property. Any expense associated with establishing, registering or perfecting the NSR Royalty as a real property interest shall be for the account of the Assignor.

10. The Assignor and the Assignee may assign their interest in the NSR Royalty upon written approval of the other Party, and such approval shall not be unreasonably withheld.