

GANDER EAST OPTION AMENDING AGREEMENT

THIS AMENDING AGREEMENT is made April 7TH, 2021.

BETWEEN:

SHAWN RYAN, a businessperson having an address at 40 Drift Drive, Whitehorse, Yukon Territory, Y1A 0B2 (Fax: 867-667-7127; email sryan@ryanwoodexploration.com)

(“**Ryan**”)

AND:

WILDWOOD EXPLORATION INC., a Yukon corporation with a business address at 40 Drift Drive, Whitehorse, Yukon Territory, Y1A 0B2 (Fax: 867-667-7127; email sryan@ryanwoodexploration.com)

(“**Wildwood**”)

AND:

SASSY RESOURCES CORPORATION, a corporation incorporated under the laws of British Columbia and having its head office at Suite 804, 750 West Pender Street, Vancouver, British Columbia V6C 2T7 (Fax: 604-685-6905; mark.scott@sassyresources.ca)

(the “**Optionee**”)

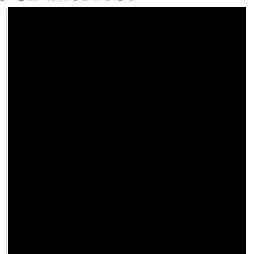
WHEREAS:

A. Pursuant to an option agreement (the “**Gander East Option Agreement**”) dated March 12, 2021, between Ryan, Wildwood and the Optionee, the Optionee has an option (the “**Option**”) to acquire a 100% undivided right title and interest in certain mining claims located in Newfoundland, described in the Gander East Option Agreement as the Gander East Property;

B. Under the terms of the Gander East Option Agreement, in order to exercise the Option, the Optionee is required to:

- (a) pursuant to section 3.2 (a), pay to Wildwood an aggregate of \$600,000 over a five-year period (the “**Cash Payments**”)
- (b) pursuant to section 3.2(b), issue to Ryan an aggregate of 3,500,000 common shares of the Optionee (the “**Common Share Issuance**”); and
- (c) pursuant to section 3.2(c), incur exploration expenditures on the Gander East Property totalling \$2,760,000 over a five-year period (the “**Expenditures**”);

C. As a further term of the Gander East Option Agreement, the parties agreed to an Area of Interest as set forth in section 7 of the Gander East Option Agreement (the “**Area of Interest**”); and



D. The parties wish to amend the terms of the Gander East Option Agreement to add additional mining claims to the Gander East Property, on the terms and conditions provided for herein.

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, the parties hereby agree as follows:

SECTION 1 – INTERPRETATION

1.1 **Definitions.** All capitalized terms used in this Amending Agreement and not otherwise defined or modified herein shall have the meaning ascribed thereto in the Gander East Option Agreement.

1.2 **Option Agreement.** This Amending Agreement is an amendment to the Gander East Option Agreement. Unless the context of this Amending Agreement otherwise requires, the Gander East Option Agreement and this Amending Agreement shall be read together and shall have effect as if the provisions of the Gander East Option Agreement and this Amending Agreement were contained in one agreement. The term “Option Agreement” when used in the Gander East Option Agreement means the Gander East Option Agreement as amended, supplemented or modified from time to time (including as amended by this Amending Agreement).

1.3 **Properties.** The description of the Gander East Property is hereby amended to include, in addition to Licence Numbers 031763M, 031764M, 031689M, 031690M, 031691M and 031692M (the “**Original Claims**”), those claims shown on the map attached hereto as Appendix “A”, and described as Licence Numbers 032344M, 032345M and 032346M (the “**Add On Claims**”) and those claims comprising the Licence Number 032343M (the “**Area of Interest Claims**”), also as shown on Appendix “A”. For the purposes of the Option Agreement, the Gander East Property comprises the Original Claims, the Area of Interest Claims, and the Add On Claims.

SECTION 2 – OPTION AMENDMENTS

2.1 The parties acknowledge and agree that the staking of the Area of Interest Claims were paid for by the Optionor, and shall be part of the costs set forth in section 2.3, and that the Area of Interest Claims form part of the Gander East Option Agreement and are subject to all terms set forth therein, and in particular the Royalty and the Advance Royalty.

2.2 The parties acknowledge and agree that the Add On Claims form part of the Option Agreement and are subject to all terms set forth therein, and in particular the Royalty and the Advance Royalty.

2.3 In consideration of the inclusion of the Add On Claims, the Optionee shall, in addition to the Cash Payments and the Common Share Issuance, and in order to maintain the Option Agreement in good standing and exercise the Option:

- (a) subject to section 2.4, pay to Wildwood 100% of staking costs, including deposits, incurred for the Area of Interest Claims and the Add On Claims being a payment of \$54,275 within five business days after the date of Exchange acceptance for filing of this Amending Agreement; and
- (b) allot, issue and deliver to Ryan, an aggregate of 1,000,000 fully paid and non-assessable Common Shares, with 250,000 Common Shares of the Optionee deliverable within five business days after the date of Exchange acceptance for filing of this Amending Agreement, and issue 250,000 Common Shares of the Optionee deliverable on or before the first, second and third anniversaries, respectively, of the date of the Option Agreement, provided however, if a transaction contemplated by section 3.8 of the Option Agreement takes place before any such respective anniversary, any share issuances shall be by the new entity.

2.4 In further consideration for the addition of the Add On Claims to the Option Agreement, the Area of Interest provisions of the Gander East Option Agreement, being sections 7.1 and 7.2, are hereby deleted, and of no further force or effect, such that none of the Gander East Property is subject to any area of interest or influence, notwithstanding anything else contained in the Gander East Option Agreement.

SECTION 3 - GENERAL

- 3.1 Ryan and Wildwood acknowledge that the parties have entered into this Amending Agreement conditional upon the acceptance for filing of this Amending Agreement on behalf of the Optionee by the Exchange in accordance with its policies and the issuance of any Common Shares being exempt from the prospectus requirements under the *Securities Act* (British Columbia), and any other applicable securities laws. Consequently, any issuance of Common Shares pursuant to this Amending Agreement will be subject to statutory resale restrictions in Canada and may be subject to Exchange imposed resale restrictions and other restrictions on disposition in the jurisdiction of residence of Ryan and Ryan acknowledges that legends will be endorsed on the certificates representing the common shares. Ryan covenants and agrees with the Optionee to abide by all such resale restrictions.
- 3.2 The parties acknowledge and agree that the intent and wording of the Option Agreement be and is hereby amended for such incidental changes as may be required to give effect to the amendments contemplated under this Amending Agreement. Except as hereby amended, the Cape Option Agreement shall remain in full force and effect.
- 3.3 This Amending Agreement may be validly executed and delivered by the parties in any number of separate counterparts and all counterparts, when executed and delivered, will together constitute one and the same instrument. Executed copies of the signature pages of this Agreement sent by facsimile or transmitted electronically in either Tagged Image Format Files (TIFF) or Portable Document Format (PDF) will be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment.

The Parties hereto intending to be legally bound have executed this Agreement as of the date and year first written above.

"Shawn Ryan"
Shawn Ryan

Witness:

"Cathy Wood"
Cathy Wood

WILDWOOD EXPLORATION INC.

Per:

"Shawn Ryan"
Shawn Ryan, Authorized Signatory

SASSY RESOURCES CORPORATION

Per:

"Mark Scott"
Mark Scott, President and CEO

