

THWART ISLAND OPTION AMENDING AGREEMENT

THIS AMENDING AGREEMENT is made May 12, 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)

("Wildwood")

AND:

SASSY RESOURCES CORPORATION, a corporation incorporated under the laws of British Columbia and having its head office at Suite 400, 1681 Chestnut Street, Vancouver, British Columbia V6J 4M6 (Fax: 604-685-6905; mark.scott@sassyresources.ca)

(the "Optionee")

WHEREAS:

A. Pursuant to an option agreement (the "**Thwart Island 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 Option Agreement as the Thwart Island Property;

B. Under the terms of the Thwart Island 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 \$500,000 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 Thwart Island Property totalling \$2,000,000 over a five-year period (the "**Expenditures**");

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

D. The parties wish to amend the terms of the Thwart Island Option Agreement to add additional mining claims to the Thwart Island 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 Thwart Island Option Agreement.

1.2 **Option Agreement.** This Amending Agreement is an amendment to the Thwart Island Option Agreement. Unless the context of this Amending Agreement otherwise requires, the Thwart Island Option Agreement and this Amending Agreement shall be read together and shall have effect as if the provisions of the Thwart Island Option Agreement and this Amending Agreement were contained in one agreement. The term "Option Agreement" when used in the Thwart Island Option Agreement means the Thwart Island 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 Thwart Island Property is hereby amended to include, in addition to those Licence Number listed in Schedule A to the Thwart Island Option Agreement (the "**Original Claims**"), 3,503 mineral claims, consisting of those Licences shown on the map attached hereto as Appendix "A", and described as Licence Numbers 32541M, 32542M, 32543M, 32544M, 32545M, 32446M, 32547M, 32548M, 32549M, 32550M, 32551M, 32552M, 32553M, 32554M, 32555M (the "**Peyton Add On Claims**"). For the purposes of the Thwart Island Option Agreement, the Thwart Island Property comprises the Original Claims and the Peyton Add On Claims.

SECTION 2 – OPTION AMENDMENTS

2.1 The parties acknowledge and agree that the Peyton Add On Claims form part of the Thwart Island Option Agreement, and are subject to all terms set forth therein, and in particular the Royalty and the Advance Royalty. In consideration of the inclusion of the Peyton Add On Claims, the Optionee shall, in addition to the Cash Payments and the Common Share Issuance, and in order to maintain the Thwart Island Option Agreement in good standing and exercise the Option:

- (a) subject to section 2.2, pay to Wildwood 100% of staking costs, including deposits, incurred for the Peyton Add On Claims, being a payment of \$227,695 within twenty business days after the date of Exchange acceptance for filing of this Amending Agreement;
- (b) allot, issue and deliver to Ryan, an aggregate of 2,500,000 fully paid and non-assessable Common Shares, as follows:
 - (i) 500,000 common shares of the Optionee within five business days after the date of Exchange acceptance for filing of this Amending Agreement;
 - (ii) an additional 500,000 common shares of the Optionee on or before the first anniversary of the date of the Thwart Island Option Agreement;
 - (iii) an additional 500,000 common shares of the Optionee on or before the second anniversary of the date of the Thwart Island Agreement;
 - (iv) an additional 500,000 common shares of the Optionee on or before the third anniversary of the date of the Thwart Island Option Agreement; and
 - (v) an additional 500,000 common shares of the Optionee on or before the fourth anniversary of the date of the Thwart Island Option Agreement;
- (c) pay to Wildwood an aggregate of \$100,000 in cash payments, as follows:

- (i) \$25,000 on or before the first anniversary of the date of the Thwart Island Option Agreement;
 - (ii) \$25,000 on or before the second anniversary of the date of the Thwart Island Option Agreement;
 - (iii) \$25,000 on or before the third anniversary of the date of the Thwart Island Option Agreement; and
 - (iv) \$25,000 on or before the fourth anniversary of the date of this Thwart Island Option Agreement;
- (d) incur additional Expenditures of \$200 per Add On Claim on or before January 15, 2022, for an aggregate of \$700,600 (the “**Additional Expenditures**”).

2.2 The parties acknowledge and agree that Wildwood has paid the refundable deposit required for all of the Peyton Add On Claims, of \$50 per claim, being \$175,150 in the aggregate to the Newfoundland government (the “**Claims Deposit**”). Provided that the Optionee has incurred all of the Additional Expenditures, 100% of the Claims Deposit will be refundable to the Optionee, to be payable by Wildwood within 15 days of reimbursement of the Claims Deposit by the Newfoundland government to Wildwood. The Optionee acknowledges and agrees that the Claims Deposit can only be refunded on completion by the Optionee of the Additional Expenditures, filing the necessary forms for assessment work, and approval by the Newfoundland government for the Additional Expenditures.

2.3 In further consideration for the addition of the Add On Claims to the Thwart Island Option Agreement, the Area of Interest provisions of the Thwart Island Option Agreement, being sections 7.1, 7.2 and 7.3, are hereby deleted, and of no further force or effect, such that none of the Thwart Island Property is subject to any area of interest or influence, notwithstanding anything else contained in the Thwart Island 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 Thwart Island 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 Thwart Island 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

Appendix "A" – Thwart Island Add On Claims Area Map

