

OPTION AGREEMENT

THIS AGREEMENT is dated **April 23, 2021**

BETWEEN:

MAX POWER MINING CORP., a company incorporated pursuant to the laws of British Columbia with an address at 550 Burrard Street, Suite 2900, Vancouver, BC V6C 0A3

(the “**Optionee**”)

AND:

SASSY RESOURCES CORPORATION, a company incorporated pursuant to the laws of British Columbia with an address at Suite 400 – 1681 Chestnut Street, Vancouver, BC V6J 4M6

(the “**Optionor**”)

WHEREAS:

(A) The Optionor is the registered and beneficial owner of certain mineral claims known as the “Nicobat” project located in Ontario, as more particularly described on Schedule A hereto (the “**Property**”);

(B) The Optionor wishes to grant an exclusive option to the Optionee to acquire a 100% interest in and to the Property, on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties covenant and agree as follows:

PART 1

DEFINITIONS AND INTERPRETATION

Definitions

1.1 For the purposes of this Agreement, except as otherwise expressly provided herein, the following words and phrases have the following meanings:

- (a) “**Affiliate**” has the meaning given to that term in the *Business Corporations Act* (British Columbia);
- (b) “**Agreement**” means this agreement and all of the schedules hereto, as may be amended from time to time;
- (c) “**AOI Tenure**” has the meaning ascribed therein in Section 11.1;
- (d) “**Area of Interest**” has the meaning given to it in Section 11.1;
- (e) “**Business Day**” means a day, other than a Saturday, Sunday or statutory holiday in Vancouver, British Columbia;
- (f) “**Board**” means the board of directors of the Optionee;
- (g) “**Effective Date**” means the date first written above;
- (h) “**Encumbrance**” means any privilege, mortgage, hypothec, lien, charge, pledge, security interest or adverse claim;
- (i) “**Environmental Damage**” means damage or threatened damage to the air, soil, surface waters, ground water or other natural resources on, about or in the general vicinity of the Property;
- (j) “**Existing Royalty**” means the 2% net smelter returns royalty payable to Emerald Lake Development Corp. over the Property;
- (k) “**Environmental Laws**” means all applicable Laws relating to: abatement of pollution; protection of the environment; ensuring public safety from environmental hazards; management, storage or control of Hazardous Substances; release or threatened release of Hazardous Substances as wastes into the environment, including without limitation, land, ambient air, surface water and ground water; site reclamation; and manufacturing, processing, distribution, use, treatment, storage, disposal, handling or transport of Hazardous Substances;
- (l) “**Exchange**” means the Canadian Securities Exchange or the TSX Venture Exchange, as the case may be;
- (m) “**Expenditures**” means all costs, expenses, obligations and liabilities of whatever kind or nature spent or incurred directly or indirectly by the Optionee, including, without limiting the generality of the foregoing, monies expended in connection with:
 - (i) in doing geophysical, geochemical, land, airborne, environmental and geological examinations, assessments, assays, audits and surveys;
 - (ii) title research work pertaining to the Property;
 - (iii) in linecutting, mapping, trenching and staking;

- (iv) in searching for, digging, trucking, sampling, working, developing, mining and extracting ores, Minerals and metals;
 - (v) in conducting diamond and other drilling;
 - (vi) in obtaining, providing, installing and erecting mining, milling and other treatment plant, ancillary facilities, buildings, machinery, tools, appliances and equipment;
 - (vii) in constructing access roads and other facilities on or for the benefit of the Property or any part thereof;
 - (viii) in transporting personnel, supplies, mining, milling and other treatment plant, ancillary facilities, buildings, machinery, tools, appliances and equipment in, to or from the Property or any part thereof;
 - (ix) in paying any taxes, fees, charges, payments and rentals (including payments made in lieu of assessment work) or otherwise incurred to transfer the Property or any part thereof or interest therein pursuant to this Agreement and to keep the Property or any part thereof in good standing;
 - (x) in acquiring access and surface rights to the Property;
 - (xi) in carrying out any negotiations and preparing, settling and executing any Agreements and other documents relating to environmental or indigenous peoples' claims, requirements or matters;
 - (xii) in obtaining all necessary or appropriate approvals, permits, consents and permissions relating to the carrying out of work, including environmental permits, approvals and consents;
 - (xiii) in carrying out reclamation and remediation;
 - (xiv) in improving, protecting and perfecting title to the Property or any part thereof;
 - (xv) in carrying out Mineral, soil, water, air and other testing;
 - (xvi) in preparing engineering, geological, financing, marketing and environmental studies and reports and test work related thereto; and
 - (xvii) in preparing one or more feasibility studies including any work and reports preliminary or supplementary thereto;
- (n) **“Exercise Date”** has the meaning set forth in Section 4.5;
- (o) **“Governmental Authority”** means any federal, provincial, state, municipal, or other local government or quasi-governmental or private body exercising any statutory,

regulatory, expropriation or taxing authority under the authority of any of the foregoing governments or any Laws and includes any ministry, department, commission, bureau, board, administrative or other agency or regulatory body or instrumentality thereof, and any judicial, quasi-judicial, arbitration or administrative court, tribunal, commission, board or panel acting under the authority of any of the foregoing persons or any Laws;

(p) “**Hazardous Substance**” means any substance which is deemed to be, alone or in any combination, hazardous, hazardous waste, toxic, radioactive, a pollutant, a deleterious substance, a contaminant or a source of pollution or contamination under any Environmental Law, whether or not such substance is defined as hazardous under such Environmental Law;

(q) “**Laws**” means all federal, provincial, state, municipal and local: constitutions; statutes; codes; ordinances; decrees; rules; regulations; by-laws; treaties; judicial, arbitral, administrative, departmental or regulatory judgements, orders, decisions, rulings or awards; policies; voluntary restraints; guidelines; general principals of common law and equity; and any provisions of such Laws, binding on or affecting the person referred to in the context in which such word is used; and “**Law**” means any one of such Laws;

(r) “**Listing Date**” means the date the Shares are listed for trading on the Exchange;

(s) “**Mine**” means workings established and assets acquired, including development headings, plant and concentrator installations, infrastructure, housing, airport and other facilities to bring the Property into commercial production of Minerals;

(t) “**Notice**” has the meaning given to it in Section 14.6;

(u) “**NSR**” means the 1% net smelter returns royalty which may be granted to the Optionor over the Property pursuant to this Agreement;

(v) “**Operations**” means every kind of work done by or under the direction of the Optionee on or in respect of the Property pursuant to this Agreement which the Optionee, may in its sole discretion, deem appropriate to determine the presence, location, quantity and value of Minerals contained in, on or under the Property and to determine the feasibility of developing and constructing a Mine;

(w) “**Option**” means the exclusive option granted by the Optionor to the Optionee to acquire a 100% interest in the Property, all on the terms and conditions set forth herein;

(x) “**Optionee**” means Max Power Mining Corp.;

(y) “**Optionor**” means Sassy Resources Corporation;

(z) “**Option Period**” means the period from the Effective Date to and including the earliest of the Exercise Date, and the termination hereof pursuant to Part 10;

(aa) “**Ownership Percentage**” means, at any time, the Optionor’s percentage ownership interest in the equity capital of the Optionee, which shall be calculated by

dividing (y) the number of Shares held, directly or indirectly, by the Optionor, by (z) the total number of Shares issued and outstanding at such time; provided that in the case of both (y) and (z), the number of Shares used in the calculation will assume the exercise and/or conversion, by the Optionor only, of any convertible securities held by the Optionor at such time (regardless of the exercise or conversion price);

(bb) “**Property**” has the meaning given to it in Recital (A); and

(cc) “**Shares**” means common shares in the capital of the Optionee; and

(dd) “**Warrants**” means common share purchase warrants in the capital of the Optionee, each exercisable to acquire one Share at a price of \$0.25 for a period of 36 months from the date of issuance.

Interpretation

1.2 For the purposes of this Agreement except as otherwise expressly provided herein:

(a) the words “**herein**”, “**hereof**”, and “**hereunder**” and other words of similar import refer to this Agreement as a whole and not to any particular Part, clause, subclause or other subdivision or Schedule;

(b) a reference to a Part means a Part of this Agreement and the symbol Section followed by a number or some combination of numbers and letters refers to the section, paragraph or subparagraph of this Agreement so designated;

(c) the headings are for convenience only, do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions;

(d) the word “**including**”, when following a general statement, term or matter, is not to be construed as limiting such general statement, term or matter to the specific items or matters set forth or to similar items or matters (whether or not qualified by non-limiting language such as “without limitation” or “but not limited to” or words of similar import) but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its possible scope;

(e) a reference to currency means lawful currency of Canada; and

(f) words importing the masculine gender include the feminine or neuter, words in the singular include the plural, words importing a corporate entity include individuals, and vice versa.

Schedules

1.3 The following Schedules are attached to and form an integral part of this Agreement:

Schedule A	Property
Schedule B	Net Smelter Returns Royalty

PART 2

THE PROPERTY

The Property

2.1 The Property is comprised of the mineral claims more particularly described in Schedule A and will include any additional mineral claims that become part of the Property pursuant to Section 11.1, including any mineral claims staked within the Property and all mining leases and other mining interests derived from any such mineral claims. Any reference to any mineral claim comprising the Property includes any mineral lease or other interest into which such mineral claim may be converted.

PART 3

GRANT OF OPTION

Grant of Option

3.1 The Optionor hereby gives and grants to the Optionee the sole and exclusive irrevocable right and option to acquire from the Optionor an undivided 100% right, title and interest in and to the Property, free and clear of all Encumbrances (other than the Existing Royalty) such option to be exercisable by the Optionee on the following basis:

- (a) issuing 5,000,000 Shares and 1,000,000 Warrants to the Optionor within two Business Days of the Listing Date;
- (b) incurring Expenditures on the Property of not less than an aggregate of \$1,000,000 as follows:
 - (i) \$100,000 on or before the 12-month anniversary of the Effective Date;
 - (ii) an additional \$200,000 on or before the 24-month anniversary of the Effective Date;
 - (iii) an additional \$300,000 on or before the 36-month anniversary of the Effective Date; and
 - (iv) an additional \$400,000 on or before the 48-month anniversary of the Effective Date.

Resale Restrictions on Shares

3.2 In addition to resale restrictions under applicable Law, any Shares issued to the Optionor pursuant to this Agreement will be restricted from resale as follows:

- (a) 1,000,000 Shares will be restricted for a period of six months following the Listing Date;
- (b) 1,000,000 Shares will be restricted for a period of 12 months following the Listing Date;
- (c) 1,000,000 Shares will be restricted for a period of 18 months following the Listing Date;
- (d) 1,000,000 Shares will be restricted for a period of 24 months following the Listing Date; and
- (e) 1,000,000 Shares will be restricted for a period of 36 months following the Listing Date.

All share certificates representing such Shares will bear all restrictive legends required under applicable Law and to give effect to this Agreement.

Vesting of Warrants

3.3 In addition to resale restrictions under applicable Law, any Warrants issued to the Optionor pursuant to this Agreement will vest as follows:

- (a) 25% of the Warrants will vest six months after the Listing Date;
- (b) an additional 25% of the Warrants will vest 12 months after the Listing Date;
- (c) an additional 25% of the Warrants will vest 18 months after the Listing Date; and
- (d) an additional 25% of the Warrants will vest 24 months after the Listing Date.

PART 4

Payment in Lieu of Expenditures

4.1 Notwithstanding the provisions of Section 3.1(b), if the Optionee fails to incur the required Expenditures within the time frame set out in Section 3.1(b), the Optionee may make a cash payment to the Optionor in lieu of the deficiency in such required Expenditures at any time within a period of 30 days immediately following the final date for completion of such required Expenditures. Any cash payment so made will be deemed to have been Expenditures duly and properly incurred and the Option will remain in full force and effect.

Notice and Right to Cure

4.2 If the Optionee fails to complete the Securities Issuance or fails to incur the required Expenditures within the time frame set out in Section 3.1(b), the Optionee will retain its right to exercise the Option unless the Optionor delivers notice to the Optionee specifying the nature of such default and the Optionee does not use reasonable efforts in good faith to rectify such default within 30 days of the receipt of notice of such default from the Optionor.

Determination of Expenditures

4.3 Expenditures will be deemed to have been incurred by the Optionee when the Optionee has expended funds or has received goods or services from third parties for which the Optionee has an obligation to make payment, whether or not payment has been made. Where Expenditures are charged to the Optionee by an Affiliate of the Optionee for services rendered by such Affiliate, such Expenditures will not exceed the fair market value of the services rendered. A certificate of an officer of the Optionee setting forth the Expenditures incurred by the Optionee in reasonable detail will be prima facie evidence of the same.

Acceleration of Expenditures

4.4 The Optionee may at its sole discretion at any time accelerate incurrence of the Expenditures.

Exercise of Option

4.5 If the Optionee incurs the Expenditures and completes the Securities Issuance, it will, without further act or payment, have and be deemed for all purposes to have exercised the Option and earned, subject to the NSR reserved to the Optionor, a 100% interest in and to the Property, free and clear of all Encumbrances, except the Existing Royalty and the NSR. The date on which the Optionee incurs the Expenditures and completes the Securities Issuance will be referred to herein as the "**Exercise Date**".

Transfer of Property

4.6 As soon as practicable after the Exercise Date, but in any event not later than five days following the Exercise Date, the Optionor will apply for and complete transfer of the Property to the Optionee. The costs of recording such transfers will be borne by the Optionee.

Option Only

4.7 This Agreement is an option only and nothing herein contained will be construed as obligating the Optionee to do any acts or make any payments hereunder, and any act or acts or payment or payments as will be made hereunder will not be construed as obligating the Optionee to do any further act or make further payment or payments.

PART 5

ROYALTY MATTERS

Net Smelter Return Royalty

5.1 The transfer of the Property by the Optionor is subject to the Optionor retaining the NSR with respect to the production from the Property. The terms and conditions of the NSR will be as set forth in Schedule B.

5.2 The Optionee will have the right (the “**Right of Repurchase**”) at any time upon notice being given to the Optionor, to repurchase 100% of the NSR for \$1,000,000 in cash.

5.3 The terms and conditions of the Right of Repurchase will be as follows:

- (a) the Optionee will deliver the election to exercise the Right of Repurchase by delivering written notice (the “**Repurchase Notice**”) to the Optionor 30 days prior to the intended date of acquisition;
- (b) the purchase of the NSR will take place on the 30th day following the delivery of the Repurchase Notice;
- (c) the conveyance and transfer documents for the purchase and sale of the NSR will be prepared by the Optionee; and
- (d) the NSR will be free and clear of all Encumbrances (other than the Existing Royalty), and the Optionor will have good and marketable title thereto.

PART 6

REPRESENTATIONS AND WARRANTIES

Representations and Warranties of the Optionor

6.1 The Optionor hereby represents and warrants to and in favour of the Optionee that as of the date hereof and at the Effective Date:

- (a) it has the power and capacity to hold an interest in the Property, to enter into this Agreement and all documents and agreements contemplated by this Agreement to which he will be a party, and to perform its obligations under this Agreement and all documents and agreements contemplated by this Agreement to which it will be a party;
- (b) this Agreement has been duly executed and delivered by each Optionor and constitutes a legal, valid and binding agreement enforceable against each Optionor in accordance with its terms;

(c) the execution and delivery of this Agreement and all documents and agreements contemplated by this Agreement to which the Optionor will be a party, and the performance by the Optionor of its obligations hereunder and thereunder will not conflict with or result in the breach of, constitute a default under, or result in the creation of any Encumbrance under the provisions of:

(i) any Law applicable to an Optionor; or

(ii) any agreement, arrangement, commitment, understanding or other instrument of any kind or nature to which an Optionor is a party or by which the Optionor or the Property may be bound or to which the Optionor or the Property may be subject;

(d) the Optionor owns and possesses good and marketable title to the Property free and clear of all Encumbrances other than the Existing Royalty;

(e) without limiting the generality of Section 5.1(d), the date of grant, total area, registration and expiry date of the mineral claims which comprise the Property are accurately described in Schedule A;

(f) the mineral claims which comprise the Property were properly located and denounced, all required location and validation was properly performed and the location notices and certificates were properly recorded and filed with appropriate Governmental Authorities;

(g) all filings required to maintain the Property in good standing have been properly and timely recorded and filed with appropriate Governmental Authorities;

(h) other than this Agreement, the Optionor is not a party to any outstanding agreement, arrangement, commitment or understanding, oral or written, in relation to the Property or the sale of any Minerals to be extracted from the Property, nor to the best of its knowledge, information and belief have any third parties, including the Optionor's predecessors in beneficial title to the Property, entered into any outstanding agreement, arrangement, commitment or understanding, whether oral or written, in relation to the Property or the sale of any Minerals to be extracted from the Property;

(i) there is no adverse claim against or challenge to the Optionor's beneficial ownership of or title to the Property, nor to the best of its knowledge, information and belief, is there any basis therefor;

(j) there has been no act or omission by either Optionor or, to the best of his knowledge, information and belief, any of his predecessors in beneficial interest or title to the Property which could by notice, or lapse of time, or by both notice and lapse of time, result in a breach, termination, abandonment, forfeiture, relinquishment or other premature termination of the Optionor's rights or title to the Property;

(k) other than ongoing assessment work or tax payments that are required for the Optionor to maintain the mineral claims which comprise the Property in good standing,

there are no rents, royalties, taxes, fees or other monies payable or required to be paid to any person or Governmental Authority with regards to the Property;

(l) the Optionor has the sole and exclusive right and authority to permit the Optionee access to and the right to enter upon the Property for purposes of conducting Operations;

(m) the Optionor has not granted any person, other than the Optionee, access to, or the right to conduct Operations on the Property;

(n) to the best of the Optionor's knowledge, information and belief:

(i) the conditions existing on or in respect of the Property, and the air, soil, surface waters, ground waters or other natural resources on, about or in the general vicinity of the Property, and the Optionor's ownership and interest in the Property or any parts thereof are not: (A) in violation of any Laws, including, without limitation, any Environmental Laws; or (B) causing or permitting any damage, including Environmental Damage, or impairment to the health, safety, comfort or enjoyment of any person at the Property or in the general vicinity of the Property;

(ii) other than as disclosed in writing to the Optionee, there has been no past violation of any Environmental Law or other Law affecting or pertaining to the Property, nor the past creation of Environmental Damage at or on the Property or in its general vicinity;

(o) to the best of the Optionor's knowledge, information and belief there are no cemeteries, burial grounds, sites of archaeological interest or heritage sites located on the Property;

(p) concurrently with the execution of this Agreement, the Optionor has delivered to the Optionee all scientific and technical data in its possession pertaining to the Property, including maps, surveys, technical reports, records, studies, assays, core, samples or logs;

(q) the Optionor has not employed any broker or finder and has not incurred any liability for any brokerage fees, commissions, or finders' fees in connection with the transactions contemplated by this Agreement for which the Optionee, any of the Optionee's Affiliates will have any responsibility whatsoever;

(r) there are no actions, suits, claims, proceedings, litigation or investigations pending or threatened, nor any judgments outstanding and unsatisfied against the Optionor or, to the best of the Optionor's knowledge, information and belief, any of its predecessors in interest and title to the Property, relating to the Property or any part thereof, whether at Law or in equity, or in arbitration, or before or by any Governmental Authority. To the best of the Optionor's knowledge, information and belief there are no facts or circumstances upon which such action, suit, claim, proceeding, litigation or investigation could be based;

(s) to the best of the Optionor's knowledge, information and belief there are no requirements or restrictions under any Laws or issued by any Governmental Authority which could materially and adversely affect the ability of the Optionee to conduct Operations on the Property as contemplated by this Agreement;

(t) the Optionor is not aware of any material facts or circumstances not disclosed in writing to the Optionee which could materially and adversely affect the ability of the Optionee to conduct Operations on the Property as contemplated by this Agreement; and

(u) the Optionor is not aware of any material facts or circumstances not disclosed in writing to the Optionee, the disclosure of which is necessary to prevent the representations and warranties in this Section from being misleading or which would cause a prudent purchaser not to exercise the Option.

Waiver

6.2 The representations and warranties contained in Section 6.1 are provided for the exclusive benefit of the Optionee and a misrepresentation 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.

Survival

6.3 The parties acknowledge and agree that the representations and warranties of the Optionor in Section 6.1 will not merge with any deed, conveyance, transfer instrument or other agreement giving effect to this Agreement and will survive the execution of this Agreement, the exercise of the Option.

Representations and Warranties of the Optionee

6.4 The Optionee hereby represents and warrants to and in favour of the Optionor that as of the date hereof and at the Effective Date:

(a) it validly exists as a corporation in good standing pursuant to the laws of British Columbia;

(b) it has the corporate power and capacity to carry on its business, to enter into this Agreement and all documents and agreements contemplated by this Agreement to which it will be a party, and to perform its obligations under this Agreement and all documents and agreements contemplated by this Agreement to which it will be a party;

(c) this Agreement and all documents and agreements contemplated by this Agreement to which the Optionee will be a party, their execution and delivery and the performance by the Optionee of its obligations hereunder and thereunder have been duly and validly authorized by all necessary corporate action on the Optionee's part;

(d) this Agreement has been duly executed and delivered by the Optionee and constitutes a legal, valid and binding agreement enforceable against the Optionee in accordance with its terms;

(e) the execution and delivery of this Agreement and all documents and agreements contemplated by this Agreement to which the Optionee will be a party, and the performance by the Optionee of its obligations hereunder and thereunder will not conflict with or result in the breach of, constitute a default under, or result in the creation of any Encumbrance under the provisions of:

(i) the constating documents of the Optionee;

(ii) any shareholders' or directors' resolution of the Optionee;

(iii) any Law applicable to the Optionee; or

(iv) any agreement, arrangement, commitment, understanding or other instrument of any kind or nature to which the Optionee is a party or by which the Optionee may be bound or to which the Optionee may be subject;

(f) the Optionee has not employed any broker or finder and has not incurred any liability for any brokerage fees, commissions, or finders' fees in connection with the transactions contemplated by this Agreement for which the Optionor or any of the Optionor's Affiliates will have any responsibility whatsoever;

(g) there are no actions, suits, claims, proceedings, litigation or investigations pending or threatened, nor any judgments outstanding and unsatisfied against the Optionee, whether at Law or in equity, or in arbitration, or before or by any Governmental Authority. To the best of the Optionee's knowledge, information and belief there are no facts or circumstances upon which such action, suit, claim, proceeding, litigation or investigation could be based; and

(h) the Optionee is not aware of any material facts or circumstances not disclosed in writing to the Optionor, the disclosure of which is necessary to prevent the representations and warranties in this Section from being misleading.

Waiver

6.5 The representations and warranties contained in Section 6.4 are provided for the exclusive benefit of the Optionor and a misrepresentation or breach of warranty may be waived by the Optionor in whole or in part at any time without prejudice to his rights in respect of any other misrepresentation or breach of the same or any other representation or warranty.

Survival

6.6 The parties acknowledge and agree that the representations and warranties of the Optionee in Section 6.4 will not merge with any deed, conveyance, transfer instrument or other

agreement giving effect to this Agreement and will survive the execution of this Agreement, the exercise of the Option.

PART 7

INDEMNIFICATION

Indemnification

7.1 Each party will indemnify and save harmless the other party from and against all actions, suits, claims, proceedings, litigation or investigation whatsoever and any damages, losses (other than loss of profit), costs, fines, penalties, liabilities or expenses, including legal fees on a solicitor-and-own-client basis, disbursements and all costs incurred in investigation or pursuing any of the foregoing or any proceeding related thereto, made or brought against such party or which such party suffers or incurs, directly or indirectly, as a result of or in connection with any breach of any representation, warranty, covenant or agreement by the other party.

Survival

7.2 The parties acknowledge and agree that the provisions of this Part 7 will survive any termination of this Agreement.

PART 8

BOARD OF DIRECTORS

Nomination Right

8.1 As of the Listing Date and for so long as either the Optionor's Ownership Percentage is at least 15% of the issued and outstanding shares of the Optionee, or, the Option has not been terminated, the Optionor shall be entitled to designate one nominee to serve as a director of the Optionee, provided that any such nominee consents in writing to serve as a director and is eligible under applicable corporate law to serve as a director (the "Optionor Nominee"), for election or appointment to the Board.

8.2 The Optionee covenants and agrees, upon ten days' written notice by the Optionor to the Optionee, to forthwith take all necessary steps, including increasing the size of the Board or causing the resignation of a director, to cause the appointment of the individual selected by the Optionor to serve on the Board as the Optionor Nominee until the next annual meeting of the Optionee's shareholders, and in the event that it is necessary to seek shareholder approval for the election of the Optionor Nominees, the Optionee shall call and hold a meeting of its shareholders to consider the election of the Optionor Nominee as soon as reasonably practicable.. Notwithstanding the foregoing, if the Exchange objects to an Optionor Nominee, such Optionor Nominee will resign as a director of the Optionee. The Optionee shall advise the Optionor of the date on which proxy solicitation materials are to be mailed for the purpose of any meeting of shareholders at which directors of the Optionee are to be elected.

Management to Endorse and Vote

8.3 The Optionee shall use commercially reasonable efforts to ensure that the Optionor Nominee is elected to the Board.

8.4 The Optionee agrees that management of the Optionee shall, in respect of every meeting of the shareholders at which directors of the Optionee are to be elected, and at every reconvened meeting following an adjournment thereof or postponement thereof, endorse and recommend the Optionor Nominee identified in the proxy materials for election to the Board, and shall vote the Shares and any other shares of the Optionee entitled to vote in the election of directors in respect of which management is granted a discretionary proxy in favour of the election of the Optionor Nominee to the Board at every such meeting, and the Optionee shall use its commercially reasonable efforts to cause management to vote their Shares and any other shares of the Optionee entitled to vote in the election of directors in favour of the election of the Optionor Nominee to the Board at every such meeting.

Director Compensation and Expenses

8.5 The Optionee shall reimburse all directors (including the Optionor Nominee) for all reasonable out-of-pocket expenses incurred in connection with the attendance at meetings of the Board and any committees thereof, including without limitation, travel, lodging and meal expenses.

8.6 The Optionee will extend director liability insurance to all directors if the Optionee purchases such insurance.

8.7 The Optionee shall provide customary director indemnities as permitted by applicable corporate law to all directors including the Optionor Nominee.

PART 9

RIGHTS AND OBLIGATIONS DURING OPTION PERIOD

Work Programs During Option Period

9.1 The Optionee will have the exclusive right to manage and operate all work programs carried out on the Property for so long as the Option remains outstanding, and all work programs will be in the sole discretion of the Optionee.

Additional Rights

9.2 For so long as the Option is outstanding, the Optionee and its employees, representatives, agents and independent contractors will have the right:

- (a) to access to all information in the possession or control of the Optionor relating to prior operations on the Property including all geological, geophysical and geochemical data and drill results;

(b) to enter upon the Property and carry out such exploration and development work thereon and thereunder as the Optionee considers advisable, including removing material from the Property for the purpose of testing; and

(c) to bring upon and erect upon the Property such structures, machinery and equipment, facilities and supplies as the Optionee considers advisable.

Optionor's Access

9.3 Prior to the Exercise Date, the Optionor will have access to the Property, concurrently with the Optionee, at all reasonable times, at the Optionor's own risk and expense, for the purpose of inspecting the work being done by the Optionee, provided such inspection does not unduly interfere with any work being carried out by or on behalf of the Optionee.

Optionee Obligations

9.4 For so long as the Option is outstanding, the Optionee will:

(a) record all assessment work done by it on the Property;

(b) keep the Property free and clear of all Encumbrances arising from its operations under this Agreement (except Encumbrances for taxes not yet due, other inchoate Encumbrances and Encumbrances contested in good faith by the Optionee) and to contest or discharge any such Encumbrance that is filed;

(c) obtain and maintain, and cause any contractor engaged by it to obtain and maintain, such insurance as the Optionee reasonably considers appropriate in the circumstances, with both the owner and the Optionee being named as insured in such policies; and

(d) conduct all work in a careful and miner-like manner and in compliance with all applicable Laws.

Reporting Obligations

9.5 For so long as the Option is outstanding, the Optionee will:

(a) furnish the Optionor with annual reports containing a reasonably complete description and results of the work done by the Optionee during the previous year, such reports to include a reasonably detailed statement of Expenditures incurred, a summary of the results of such work and a summary of the Optionee's interpretation of such results; and

(b) give the Optionor access, at its own risk and expense and at reasonable times, to all preliminary and final technical data relating to work done on the Property, including all results and raw data received by the Optionee from laboratories and other independent contractors retained to provide technical analysis and interpretation.

Limitation on Property Information

9.6 Notwithstanding anything expressed or implied in this Agreement, prior to termination the Optionor will not have access to any interpretive data, reports or results generated in respect of the Property for the internal use of the Optionee or its Affiliates nor will the Optionor have access to any of the Optionee's proprietary techniques.

Surrender

9.7 The Optionee may at any time and from time to time while the Option is outstanding, abandon, surrender, allow to lapse, reduce the area of or otherwise deal with any part or parts of the Property as it may determine, provided that the Optionee will give to the Optionor not less than 60 days' notice of its intention to do so and will, if requested by the Optionor by notice to the Optionee within such 60 day period, deliver forthwith to the Optionor duly executed transfers of the part or parts of the Property so intended to be dealt with. Any part or parts of the Property so dealt with will cease to be included in the Property and will cease to be subject to this Agreement for all purposes.

PART 10

TERMINATION

Termination

10.1 This Agreement will terminate:

- (a) on December 31, 2021, if the Listing Date does not occur by such date;
- (b) if the Optionee gives 60 days' written notice of termination to the Optionor, which the Optionee will be at liberty to do at any time after the execution of this Agreement;
- (c) if the Optionee defaults with respect to any of its covenants and agreements contained herein, the Optionor delivers notice to the Optionee specifying the nature of such default and the Optionee does not use reasonable efforts in good faith to rectify such default within 30 days of the receipt of notice of such default from the Optionor, upon the Optionor giving written notice of termination to the Optionee; or
- (d) if the Optionee exercises the Option.

Consequences of Termination

10.2 Upon termination of this Agreement pursuant to Section 10.1, the Optionee will:

- (a) ensure that the Property is left in good standing with respect to the filing of annual assessment work and the payment of rental fees for a period of at least six months from the effective date of termination;

(b) cease to be liable to the Optionor under or in relation to this Agreement, except as provided in this Section 10.2 and for the performance of those of its agreements or covenants under this Agreement which should have been performed prior to such termination;

(c) deliver at no cost to the Optionor, not later than 90 days after the termination of this Agreement, copies of all information and data in its possession pertaining to the Property and results of operations on the Property not already provided to the Optionor, including maps, surveys, reports, records, studies, assays, core samples or logs in electronic or printed form, as applicable and available;

(d) deliver a quitclaim deed or other instrument necessary for the conveyance to the Optionor of any AOI Tenures;

(e) be entitled for a period of 180 days after the date of termination of this Agreement to remove from the Property any building, plant, equipment, machinery, tools, appliances, camp facilities, supplies and other assets which were placed on the Property by or on behalf of the Optionee. If the Optionee fails to do so, the Optionor will be entitled to:

(i) assume all right, title and interest in and to any buildings, plant, equipment, machinery, tools, appliances, camp facilities, supplies and other assets not so removed; or

(ii) require the Optionee to remove such buildings, plant, equipment, machinery, tools, appliances, camp facilities, supplies and other assets at the Optionee's sole risk and expense; and

(f) deliver to the Optionor all material interpretive data, reports or results generated by the Optionee in respect of the Property.

10.3 Upon termination of this Agreement pursuant to Section 10.1(d), the terms and provisions of this Agreement, except those which this Agreement expressly states will survive termination, will be of no further force and effect.

PART 11

AREA OF INTEREST

Area of Interest

11.1 If either party or any of its Affiliates stakes or otherwise acquires any interest in mineral claims or any other form of mineral tenure (the "**AOI Tenure**") located wholly or partly in an area (the "**Area of Interest**") within five kilometres from any portion of the Property as it exists at the Effective Date, the acquiring party (the "**Acquiring Party**") will forthwith give notice to the other party (the "**Non-Acquiring Party**") of such staking or acquisition, the costs thereof and all details in its possession with respect to the nature of the AOI Tenure and the

known mineralization thereon. Upon delivery of such notice, the Non-Acquiring Party may elect by notice to the Acquiring Party to require that such AOI Tenure be included in and thereafter form part of the Property. If the Non-Acquiring Party so elects and if such AOI Tenure was staked or acquired by the Optionee or any of its Affiliates, the staking or acquisition costs will constitute Expenditures. If the Non-Acquiring Party so elects and if such AOI Tenure was staked or acquired by the Optionor or any of its Affiliates, the Optionee will reimburse the Optionor for the staking or acquisition costs, which reimbursed costs will also constitute Expenditures. Mineral properties held by the Optionee prior to the Effective Date will be excluded from the Area of Interest.

PART 12

CONFIDENTIALITY

Confidentiality

12.1 All information concerning this Agreement and any matters arising from or in connection herewith (including all information relating to the Property received by the Optionee from the Optionor pursuant to Section 9.2(a) or otherwise or received by the Optionor from the Optionee pursuant to Section 9.5 or otherwise) will be treated as confidential by the parties and will not be disclosed by either party to any other person (other than to an Affiliate or to the directors, officers or employees of the disclosing party or its Affiliate or to any legal, accounting, financial or other professional advisor of the disclosing party or its Affiliate, provided that such persons are under obligation to maintain confidentiality with respect to such information) without the prior written consent of the other party, such consent not to be unreasonably withheld, except to the extent that such disclosure may be necessary for observance of applicable Laws for the accomplishment of the purposes of this Agreement.

News Releases and Other Documents

12.2 Each party will provide the other with a copy of any news release or other document containing exploration results or other information about the Property or this Agreement which it proposes to publish (including on any website or other electronic media) prior to publication of the same for the other party's consent which will not be unreasonably withheld or delayed in view of any timely disclosure obligations which may be applicable. Each party will use reasonable efforts to respond to any request by the other party for such consent within two Business Days.

Survival of Confidentiality Obligations

12.3 The provisions of this 11.1 will survive any termination of the Option and this Agreement and the acquisition of any interest in the property by the Optionee hereunder.

PART 13

FORCE MAJEURE

Force Majeure

13.1 No party will be liable to the other party hereto and no party will be deemed in default hereunder for any failure to perform or delay in performing any of its obligations under this Agreement or in incurring Expenditures caused by or arising out of any event (a “**force majeure event**”) beyond the reasonable control of such party, excluding lack of funds but including lack of rights or permission by Governmental Authorities or indigenous peoples’ groups to enter upon the Property to conduct exploration, development and mining operations thereon, war conditions, actual or potential, earthquake, fire, storm, flood, explosion, strike, labour trouble, accident, riot, pandemics, unavoidable casualty, act of restraint, present or future, of any lawful authority, act of God, protest or demonstrations by environmental lobbyists or indigenous peoples’ groups, act of the public enemy, delays in transportation, breakdown of machinery, inability to obtain necessary materials in the open market or unavailability of equipment. No right of a party will be affected for failure or delay of a party to perform any of its obligations under this Agreement or to incur Expenditures, if the failure or delay is caused by a force majeure event. All times provided for in this Agreement will be extended for the period equal to the period of delay. The affected party will take all reasonable steps to remedy the cause of the delay attributable to the events referred to above, provided that nothing contained in this section will require any party to settle any labour dispute, protest or demonstration, or to question or test the validity of any governmental order, regulation, Law or claim of right by indigenous peoples’ groups. The affected party will promptly give notice to the other party of the commencement and termination of each period of force majeure.

PART 14

GENERAL

Relationship

14.1 Nothing in this Agreement will be deemed to constitute either party the partner, agent or legal representative of the other or to create any fiduciary relationship between them, for any purpose whatsoever.

Independent Legal Advice

14.2 THE OPTIONOR ACKNOWLEDGES, CONFIRMS AND AGREES THAT IT HAS HAD THE OPPORTUNITY TO SEEK AND WAS NOT PREVENTED OR DISCOURAGED BY ANY PARTY HERETO FROM SEEKING INDEPENDENT LEGAL ADVICE PRIOR TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT AND THAT, IN THE EVENT THAT IT DID NOT AVAIL ITSELF WITH THAT OPPORTUNITY PRIOR TO SIGNING THIS AGREEMENT, IT DID SO VOLUNTARILY WITHOUT ANY UNDUE PRESSURE AND AGREES THAT ITS FAILURE TO OBTAIN INDEPENDENT

LEGAL ADVICE SHALL NOT BE USED BY IT AS A DEFENCE TO THE ENFORCEMENT OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

Other Activities

14.3 Nothing in this Agreement will restrict in any way the freedom of either party, except with respect to its interest in the Property, to conduct as it sees fit any business or activity whatsoever including the exploration for, or the development, mining, production or marketing of any Mineral, without any accountability to the other party. No party which is the owner or operator of another mining property, mill or other facility will be obliged to mill, beneficiate or handle any material from the Property.

Assignment

14.4 Subject to Section 14.5, neither party will sell, transfer, assign or convey this Agreement, the Property, or any of its respective rights, benefits, privileges or obligations hereunder to a third party, without the prior written consent of the other party.

14.5 The Optionee may sell, transfer, assign or convey this Agreement, the Property, or any of its respective rights, benefits, privileges or obligations hereunder to an Affiliate without the prior written consent of the Optionor.

Notices

14.6 Any notice, commitment, election, consent or any communication required or permitted to be given hereunder by one party hereto to the other party, in any capacity (a "Notice") will be in writing and will be deemed to have been given if mailed by prepaid registered mail return receipt requested or delivered to the address of the other party set out below:

If to the Optionee:

Max Power Mining Corp.
550 Burrard Street, Suite 2900
Vancouver, BC V6C 0A3

Attention: Rav Mlait, CEO
Email Address: rav@maxpowermining.com

If to the Optionor:

Sassy Resources Corporation
Suite 400 – 1681 Chestnut Street
Vancouver, BC V6J 4M6

Attention: Mark Scott
Email Address: mark.scott@sassyresources.ca

or to such substitute address as such party may from time to time direct in writing, and any such Notice will be deemed to have been received, if mailed, on the date noted on the return receipt, if faxed, on the first Business Day after the date of transmission, and if delivered, upon the day of delivery or if such day is not a Business Day, then on the first Business Day thereafter.

Waiver of Right of Partition

14.7 Each party waives the benefit of all provisions of law as now in effect or as enacted in future relating to actions of partition of real and personal property and agrees that for so long as this Agreement is in effect it will not resort to any action in law or in equity to partition the Property or any other real or personal property subject to this Agreement.

Interpretation

14.8 For purposes of this Agreement, headings are for convenience of reference only and are not intended to interpret, define or limit the scope of this Agreement or any provision hereof. The singular of any term includes the plural and vice versa, and use of any term is generally applicable to either gender and where applicable, a body corporate, firm or other entity. The word “including” is not limiting whether or not non-limiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto. Unless otherwise indicated, all dollar references are to United States dollars.

Further Assurances

14.9 The parties hereto will from time to time do such further acts and things and execute such further documents and instruments as may be reasonably required in order to carry out and implement this Agreement.

Amendments

14.10 No modification, variation or amendment of this Agreement will be effective unless evidenced in writing, executed by both of the parties.

Severance

14.11 If any provision of this Agreement will be invalid, illegal or unenforceable in any respect under any applicable law, such provision may be severed from this Agreement, and the validity, legality and enforceability of the remaining provisions hereof will not be affected or impaired by reason thereof.

Time

14.12 Time will be of the essence of this Agreement.

Governing Law

14.13 This Agreement shall be governed by and construed according to the Laws of the Province of British Columbia, in each case without regard for any conflict of laws or choice of

laws principle that would permit or require the application of the Laws of another jurisdiction. The parties irrevocably submit to the jurisdiction of the courts of the Province of British Columbia.

Entire Agreement

14.14 This Agreement contains the entire understanding between the parties hereto dealing with the subject matter hereof and supersedes and replaces all negotiations, correspondence and prior agreements or understandings relating thereto.

Enurement

14.15 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

Counterparts

14.16 This Agreement may be executed in as many counterparts as may be necessary or by facsimile and each such counterpart agreement or facsimile so executed are deemed to be an original and such counterparts and facsimile copies together will constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF the parties have executed this agreement as of the day and year first set forth above.

MAX POWER MINING CORP.

Per: "*Rav Mlait*"

Authorized Signatory

SASSY RESOURCES CORPORATION

Per: "*Mark Scott*"

Mark Scott, CEO

SCHEDULE A**PROPERTY**

Count	Tenure ID	Owner	Tenure Type	Township / Area	Due Date
1	100432	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford, Potts	2/12/2022
2	100433	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford, Mather, Potts	2/12/2022
3	100462	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	2/12/2022
4	100463	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	2/12/2022
5	100464	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford, Mather	2/12/2022
6	100465	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	2/12/2022
7	100466	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	2/12/2022
8	101096	Sassy Resources Corp.	Single Cell Mining Claim	Potts	2/12/2022
9	101781	Sassy Resources Corp.	Single Cell Mining Claim	Mather	2/10/2022
10	101782	Sassy Resources Corp.	Single Cell Mining Claim	Mather	2/10/2022
11	101783	Sassy Resources Corp.	Single Cell Mining Claim	Mather	2/10/2022
12	101847	Sassy Resources Corp.	Single Cell Mining Claim	Mather, Potts	2/16/2022
13	101918	Sassy Resources Corp.	Single Cell Mining Claim	Mather	1/6/2022
14	101919	Sassy Resources Corp.	Single Cell Mining Claim	Mather	1/6/2022
15	101979	Sassy Resources Corp.	Single Cell Mining Claim	Mather	3/11/2022
16	112981	Sassy Resources Corp.	Single Cell Mining Claim	Carpenter, Kingsford	12/22/2021
17	112982	Sassy Resources Corp.	Single Cell Mining Claim	Carpenter	12/22/2021
18	112983	Sassy Resources Corp.	Single Cell Mining Claim	Carpenter	12/22/2021
19	115648	Sassy Resources Corp.	Single Cell Mining Claim	Carpenter	12/22/2021
20	115649	Sassy Resources Corp.	Single Cell Mining Claim	Carpenter	12/22/2021
21	115650	Sassy Resources Corp.	Single Cell Mining Claim	Carpenter	12/22/2021
22	115651	Sassy Resources Corp.	Single Cell Mining Claim	Carpenter	12/22/2021
23	115652	Sassy Resources Corp.	Single Cell Mining Claim	Carpenter	12/22/2021
24	117095	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	2/12/2022
25	117116	Sassy Resources Corp.	Single Cell Mining Claim	Mather	1/6/2022
26	117117	Sassy Resources Corp.	Single Cell Mining Claim	Mather	1/6/2022
27	117118	Sassy Resources Corp.	Single Cell Mining Claim	Mather	1/6/2022
28	117168	Sassy Resources Corp.	Single Cell Mining Claim	Mather	2/12/2022
29	117237	Sassy Resources Corp.	Single Cell Mining Claim	Mather	1/6/2022
30	117849	Sassy Resources Corp.	Single Cell Mining Claim	Dobie	11/27/2021
31	117850	Sassy Resources Corp.	Single Cell Mining Claim	Dobie	11/27/2021
32	121757	Sassy Resources Corp.	Single Cell Mining Claim	Potts	2/16/2022
33	123101	Sassy Resources Corp.	Single Cell Mining Claim	Potts	2/12/2022
34	127621	Sassy Resources Corp.	Single Cell Mining Claim	Dobie	2/12/2022
35	128262	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	2/12/2022
36	128263	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	2/12/2022
37	128322	Sassy Resources Corp.	Single Cell Mining Claim	Mather, Potts	2/12/2022
38	128323	Sassy Resources Corp.	Single Cell Mining Claim	Mather	2/12/2022
39	135241	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	12/22/2021

40	135242	Sassy Resources Corp.	Single Cell Mining Claim	Carpenter	12/22/2021
41	141198	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	12/22/2021
42	141199	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	12/22/2021
43	141293	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	12/22/2021
44	141294	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	12/22/2021
45	141488	Sassy Resources Corp.	Single Cell Mining Claim	Carpenter	12/22/2021
46	141997	Sassy Resources Corp.	Single Cell Mining Claim	Carpenter	12/22/2021
47	141998	Sassy Resources Corp.	Single Cell Mining Claim	Carpenter	12/22/2021
48	143441	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford, Potts	2/12/2022
49	143460	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	2/12/2022
50	143477	Sassy Resources Corp.	Single Cell Mining Claim	Mather	1/6/2022
51	154265	Sassy Resources Corp.	Single Cell Mining Claim	Carpenter	12/22/2021
52	154266	Sassy Resources Corp.	Single Cell Mining Claim	Carpenter	12/22/2021
53	154267	Sassy Resources Corp.	Single Cell Mining Claim	Carpenter	12/22/2021
54	154767	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	12/22/2021
55	154768	Sassy Resources Corp.	Single Cell Mining Claim	Carpenter	12/22/2021
56	154769	Sassy Resources Corp.	Single Cell Mining Claim	Carpenter	12/22/2021
57	154770	Sassy Resources Corp.	Single Cell Mining Claim	Carpenter	12/22/2021
58	157570	Sassy Resources Corp.	Single Cell Mining Claim	Mather	1/6/2022
59	163599	Sassy Resources Corp.	Single Cell Mining Claim	Mather	1/6/2022
60	163634	Sassy Resources Corp.	Single Cell Mining Claim	Mather	2/12/2022
61	166884	Sassy Resources Corp.	Single Cell Mining Claim	Potts	2/16/2022
62	166885	Sassy Resources Corp.	Single Cell Mining Claim	Potts	2/16/2022
63	168214	Sassy Resources Corp.	Single Cell Mining Claim	Potts	2/12/2022
64	170027	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	12/22/2021
65	179727	Sassy Resources Corp.	Single Cell Mining Claim	Potts	2/16/2022
66	181044	Sassy Resources Corp.	Single Cell Mining Claim	Potts	2/12/2022
67	181813	Sassy Resources Corp.	Single Cell Mining Claim	Dobie	11/27/2021
68	187888	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	12/22/2021
69	187889	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	12/22/2021
70	187890	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	12/22/2021
71	199905	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	12/22/2021
72	199923	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	12/22/2021
73	200104	Sassy Resources Corp.	Single Cell Mining Claim	Carpenter	12/22/2021
74	202733	Sassy Resources Corp.	Single Cell Mining Claim	Dobie	2/12/2022
75	203382	Sassy Resources Corp.	Single Cell Mining Claim	Mather	2/10/2022
76	203383	Sassy Resources Corp.	Single Cell Mining Claim	Mather	1/6/2022
77	204046	Sassy Resources Corp.	Single Cell Mining Claim	Mather	3/11/2022
78	204921	Sassy Resources Corp.	Single Cell Mining Claim	Mather	2/10/2022
79	204941	Sassy Resources Corp.	Single Cell Mining Claim	Mather	2/10/2022
80	205580	Sassy Resources Corp.	Single Cell Mining Claim	Potts	2/12/2022
81	207917	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	12/22/2021
82	208027	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	12/22/2021

83	210793	Sassy Resources Corp.	Boundary Cell Mining Claim	Dobie	2/12/2022
84	210794	Sassy Resources Corp.	Single Cell Mining Claim	Dobie	2/12/2022
85	211473	Sassy Resources Corp.	Single Cell Mining Claim	Mather	3/11/2022
86	211474	Sassy Resources Corp.	Single Cell Mining Claim	Mather	1/6/2022
87	211514	Sassy Resources Corp.	Single Cell Mining Claim	Mather	2/12/2022
88	211515	Sassy Resources Corp.	Single Cell Mining Claim	Mather	2/12/2022
89	212148	Sassy Resources Corp.	Single Cell Mining Claim	Mather	3/11/2022
90	214821	Sassy Resources Corp.	Single Cell Mining Claim	Mather, Potts	2/16/2022
91	215062	Sassy Resources Corp.	Single Cell Mining Claim	Potts	2/16/2022
92	215063	Sassy Resources Corp.	Single Cell Mining Claim	Potts	2/16/2022
93	222852	Sassy Resources Corp.	Single Cell Mining Claim	Dobie	2/12/2022
94	222975	Sassy Resources Corp.	Single Cell Mining Claim	Fleming, Kingsford, Potts	2/12/2022
95	222997	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	2/12/2022
96	222998	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	2/12/2022
97	223519	Sassy Resources Corp.	Single Cell Mining Claim	Mather	1/6/2022
98	223520	Sassy Resources Corp.	Single Cell Mining Claim	Mather	1/6/2022
99	223568	Sassy Resources Corp.	Single Cell Mining Claim	Mather	2/12/2022
100	227003	Sassy Resources Corp.	Single Cell Mining Claim	Carpenter	12/22/2021
101	229610	Sassy Resources Corp.	Single Cell Mining Claim	Dobie	2/12/2022
102	230284	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford, Mather	2/12/2022
103	230322	Sassy Resources Corp.	Single Cell Mining Claim	Mather	2/12/2022
104	233586	Sassy Resources Corp.	Single Cell Mining Claim	Potts	2/16/2022
105	235734	Sassy Resources Corp.	Boundary Cell Mining Claim	Dobie	11/27/2021
106	236496	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	12/22/2021
107	254567	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	12/22/2021
108	254568	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	12/22/2021
109	254569	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	12/22/2021
110	255165	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	12/22/2021
111	255166	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	12/22/2021
112	258938	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford, Mather	2/12/2022
113	259500	Sassy Resources Corp.	Single Cell Mining Claim	Mather, Potts	2/16/2022
114	259501	Sassy Resources Corp.	Single Cell Mining Claim	Mather	2/12/2022
115	262957	Sassy Resources Corp.	Boundary Cell Mining Claim	Mather	2/10/2022
116	263611	Sassy Resources Corp.	Single Cell Mining Claim	Potts	2/12/2022
117	266657	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	12/22/2021
118	271570	Sassy Resources Corp.	Single Cell Mining Claim	Potts	2/12/2022
119	271604	Sassy Resources Corp.	Single Cell Mining Claim	Potts	2/12/2022
120	273927	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	12/22/2021
121	273928	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	12/22/2021
122	274014	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	12/22/2021
123	274142	Sassy Resources Corp.	Single Cell Mining Claim	Carpenter	12/22/2021

124	277469	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	2/12/2022
125	277470	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	2/12/2022
126	277485	Sassy Resources Corp.	Single Cell Mining Claim	Mather	2/10/2022
127	277486	Sassy Resources Corp.	Single Cell Mining Claim	Mather	1/6/2022
128	278094	Sassy Resources Corp.	Single Cell Mining Claim	Mather	1/6/2022
129	279563	Sassy Resources Corp.	Single Cell Mining Claim	Mather	2/12/2022
130	279622	Sassy Resources Corp.	Single Cell Mining Claim	Mather	1/6/2022
131	279680	Sassy Resources Corp.	Single Cell Mining Claim	Mather	3/11/2022
132	283033	Sassy Resources Corp.	Boundary Cell Mining Claim	Mather	2/10/2022
133	286278	Sassy Resources Corp.	Single Cell Mining Claim	Carpenter	12/22/2021
134	286279	Sassy Resources Corp.	Single Cell Mining Claim	Carpenter	12/22/2021
135	290376	Sassy Resources Corp.	Boundary Cell Mining Claim	Mather	2/10/2022
136	291011	Sassy Resources Corp.	Single Cell Mining Claim	Potts	2/12/2022
137	295654	Sassy Resources Corp.	Single Cell Mining Claim	Dobie	2/12/2022
138	296304	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford, Potts	2/12/2022
139	302599	Sassy Resources Corp.	Single Cell Mining Claim	Carpenter	12/22/2021
140	302600	Sassy Resources Corp.	Single Cell Mining Claim	Carpenter	12/22/2021
141	303772	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	12/22/2021
142	310525	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	12/22/2021
143	310526	Sassy Resources Corp.	Single Cell Mining Claim	Carpenter, Kingsford	12/22/2021
144	310613	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	12/22/2021
145	310614	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	12/22/2021
146	313399	Sassy Resources Corp.	Single Cell Mining Claim	Dobie	2/12/2022
147	313400	Sassy Resources Corp.	Single Cell Mining Claim	Dobie	2/12/2022
148	314059	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford, Mather	2/12/2022
149	314074	Sassy Resources Corp.	Single Cell Mining Claim	Mather	1/6/2022
150	314075	Sassy Resources Corp.	Single Cell Mining Claim	Mather	1/6/2022
151	320692	Sassy Resources Corp.	Single Cell Mining Claim	Carpenter	12/22/2021
152	322858	Sassy Resources Corp.	Single Cell Mining Claim	Carpenter	12/22/2021
153	323268	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	12/22/2021
154	323284	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	12/22/2021
155	323361	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	12/22/2021
156	326113	Sassy Resources Corp.	Single Cell Mining Claim	Mather	3/11/2022
157	326114	Sassy Resources Corp.	Single Cell Mining Claim	Mather	1/6/2022
158	330256	Sassy Resources Corp.	Single Cell Mining Claim	Potts	2/12/2022
159	330787	Sassy Resources Corp.	Single Cell Mining Claim	Potts	2/12/2022
160	334015	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	12/22/2021
161	334016	Sassy Resources Corp.	Single Cell Mining Claim	Carpenter, Kingsford	12/22/2021
162	334098	Sassy Resources Corp.	Single Cell Mining Claim	Kingsford	12/22/2021
163	341276	Sassy Resources Corp.	Single Cell Mining Claim	Potts	2/16/2022
164	341277	Sassy Resources Corp.	Single Cell Mining Claim	Potts	2/16/2022
165	342621	Sassy Resources Corp.	Single Cell Mining Claim	Potts	2/12/2022

SCHEDULE B

NET SMELTER RETURNS ROYALTY

1. The NSR will be equal to 1% Net Smelter Returns (as hereinafter defined) (subject to adjustment in accordance with the Agreement) from the sale of any Product, as defined in Section 3(a), following the Commencement of Commercial Production (as hereinafter defined), that is derived from the Property.
2. **“Commencement of Commercial Production”** means the last day of the first period of 30 consecutive days during which ore has been shipped from the Property on a reasonably regular basis for the purpose of earning revenues.
3. **“Net Smelter Returns”** means:
 - (a) the actual proceeds received by the Optionee from any mint, smelter, refinery or other purchaser from the sale of ores, minerals, mineral substances, metals (including bullion) or concentrates (collectively **“Product”**) produced from the Property and sold or proceeds received from an insurer in respect of Product, after deducting from such proceeds the following charges to the extent that they were not deducted by the purchaser in computing payments:
 - (i) smelting and refining charges;
 - (ii) penalties, smelter assay costs and umpire assay costs;
 - (iii) cost of freight and handling of ores, metals or concentrates from the Property to any mint, smelter, refinery, or other purchaser;
 - (iv) marketing costs;
 - (v) costs of insurance in respect of Product;
 - (vi) customs duties, severance tax, royalties, ad valorem or mineral taxes or the like and export and import taxes or tariffs payable in respect of the Product; and
 - (b) if the Optionee is not the operator but holds a net smelter return royalty, the same as the net smelter return royalty held by the Optionee.
4. The NSR will be:
 - (a) calculated and paid on a quarterly basis within 45 days after the end of each quarter of the fiscal year for the mine (an **“Operating Year”**), based on the Net Smelter Returns for such quarter;
 - (b) each payment of NSR will be accompanied by an unaudited statement indicating the calculation of the NSR hereunder in reasonable detail and the Optionor will receive,

within three months of the end of each Operating Year, an annual summary unaudited statement (an “**Annual Statement**”) showing in reasonable detail the calculation of the NSR for the last completed Operating Year and showing all credits and deductions added to or deducted from the amount due to the Optionor;

(c) the Optionor will have 45 days from the time of receipt of the Annual Statement to question the accuracy thereof in writing and, failing such objection, the Annual Statement will be deemed to be correct and unimpeachable thereafter;

(d) if the Annual Statement is questioned by the Optionor, and if such questions cannot be resolved between the Optionee and the Optionor, the Optionor will have 12 months from the time of receipt of the Annual Statement to have such audited, which will initially be at the expense of the Optionor;

(e) the audited Annual Statement will be final and determinative of the calculation of the NSR for the audited period and will be binding on the parties and any overpayment of NSR will be deducted by the Optionee from the next payment of NSR and any underpayment of NSR will be paid forthwith by the Optionee;

(f) the costs of the audit will be borne by the Optionor if the Annual Statement was accurate within 5% or overstated the NSR payable by greater than 5% and will be borne by the Optionee if such statement understated the NSR payable by greater than 5%. If the Optionee is obligated to pay for the audit it will forthwith reimburse the Optionor for any of the audit costs which it had paid;

(g) the Optionor will be entitled to examine, on reasonable notice and during normal business hours, such books and records as are reasonably necessary to verify the payment of the NSR to it from time to time, provided however that such examination will not unreasonably interfere with or hinder the Optionee’s operations or procedures; and

(h) if the Optionee’s interest in the Property is a Net Smelter Returns royalty, the Optionee’s accounting and reporting obligations to the Optionor under this Section 4 will be limited to the delivery of such documentation as the Optionee receives from the operator of the Property in respect of the payment by such operator of such Net Smelter Returns royalty to the Optionee.

5. The determination of the NSR hereunder is based on the premise that production will be developed solely from the Property. If the Property is incorporated in a single mining project and metals, ores or concentrates pertaining to each are not readily segregated on a practical or equitable basis, the allocation of actual proceeds received and deductions therefrom will be negotiated between the parties and, if the parties fail to agree on such allocation, such will be referred to arbitration. In such arbitration the arbitrators will make reference to the Agreement and to practices used in mining operations that are of a similar nature. The arbitrators will be entitled to retain such independent mining consultants as he considers necessary. The decision of the arbitrators will be final and binding on the parties.

6. The holding of the NSR will not confer upon the holder thereof any legal or beneficial interest in the Property. The right to receive a percentage of Net Smelter Returns as

and when due is and will be deemed to be a contractual right only. The right to receive a percentage of Net Smelter Returns as and when due will not be deemed to constitute the Optionor the partner, agent or legal representative of the Optionee.

7. The Optionee may, if it is the operator of the Property, but will 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 and, except in the case where Products are actually delivered and a sale is actually consumed under such price protection or speculative transactions, none of the revenues, costs, profits or losses from such transaction will be taken into account in calculating the Net Smelter Returns or any interest therein; provided however, that if the Optionee delivers Product under a price protection or speculative program where the proceeds derived therefrom are less than those that would have been received had the Product been sold at the spot price in effect at the time of sale, the NSR payable to the Optionor will be based on such spot price.

8. The operator of the Property, whether or not it is the Optionee, will be entitled to:
- (a) make all operational decisions with respect to the methods and extent of mining and processing of ore, concentrate, doré, metal and products produced from the Property;
 - (b) make all decisions relating to sales of such concentrate, doré, metal and products produced; and
 - (c) make all decisions concerning temporary or long-term cessation of operations.