FORUM ENERGY METALS CORP.
Suite 615, 800 West Pender Street
Vancouver, BC V6C 2V6

December 12, 2021

Sassy Resources Corporation
Suite 400, 1681 Chestnut St.
Vancouver, B.C.V6J 4M6

Attention :Mark Scott

Dear Sirs:

Re: Optioning of Highrock Property

The purpose of this letter is to summarize the mutual understandings of Forum Energy Metals Corp. (the "Optionee") and Sassy Resources Corporation (the "Optionor") regarding the acquisition (the "Acquisition") by the Optionee of up to 100% of the Optionor's right, title and interest in and to that property known as the Highrock Property (the "Property") with the exception of a 1% net smelter returns royalty which is being retained by the Optionor (the "Optionor NSR"). This letter sets forth the basis upon which the parties have agreed to proceed with the Acquisition through the exercise of a series of four options, the terms of which are detailed herein (the "Options' and each an "Option"). The parties intend to negotiate and enter into a definitive agreement (a "Definitive Agreement") to cover the Acquisition however until such Definitive Agreement is executed this letter shall be binding upon the parties.

The Optionor has provided and it is contemplated will provide the Optionee with certain information which describes the Property (such information is herein referred to as the "Disclosure Information"). The transaction summarized in this letter assumes that the Disclosure Information is accurate and complete in all material respects.

Summary of Purchase

1. The following is an outline of the Acquisition:

   (a) on signing this Letter Agreement the Optionee will pay the Optionor $50,000 cash;

   (b) The Optionee can acquire a 20% interest in the Property (the "First Option") by:

      (i) paying the Optionor $50,000 cash;

      (ii) issuing to the Optionor 250,000 shares (subject to a statutory 4 month hold) of the Optionee (the "Shares") on February 2, 2022; and

      (iii) providing up to $1,000,000 to fund exploration of the Property for 2022, such funding is to be provided based upon cash calls received from time to time by the Optionor as operator of the exploration programs respecting the Property;

(c) if the Optionee exercises the First Option it may acquire an additional 31% interest in the Property (51% total) (the "Second Option") by:

(i) paying the Optionor $50,000 cash as of January 2, 2023;

(ii) issuing the Optionor 250,000 Shares (subject to a statutory 4 month hold) of the Optionee on or about January 2, 2023; and

(iii) providing up to $1,000,000 to fund exploration of the Property for 2023, such funding to be provided based upon cash calls received from time to time by the Optionor as operator of the exploration programs respecting the Property;

(d) if the Optionee exercises the Second Option it may acquire an additional 19% interest in the Property (70% total) (the "Third Option") by:

(i) paying the Optionor $50,000 cash as of January 2, 2024;

(ii) issuing the Optionor 250,000 Shares (subject to a statutory 4 month hold) of the Optionee on or about January 2, 2024; and

(iii) providing up to $1,500,000 to fund exploration of the Property for 2024, such funding to be provided based upon cash calls received from time to time by the operator of the exploration programs respecting the Property;

(e) if the Optionee exercises the Third Option it may acquire an additional 30% interest in the Property (100% total) (the "Fourth Option") by paying the Optionor $150,000 in cash and issuing the Optionor 3,000,000 Shares (subject to a statutory 4 month hold) on or before December 31, 2025;

(f) in circumstances where the Optionee exercises the Fourth Option it will pay the Optionor CAD $1,000,000 on delivery of a successful feasibility study recommending the Property proceed to advanced engineering, construction and eventual commercial production and pay the Optionor CAD $3,000,000 on commencement of commercial production;

Additional Terms Related to the Acquisition

2. In connection with the Acquisition the parties further agree as follows:

(a) upon exercise of the First Option, the Second Option or the Third Option, as the case may be, the Optionee shall have 30 days following such exercise to advise the Optionor in writing of its intention to proceed further with the Acquisition, failing which the parties shall proceed to enter into a joint venture agreement for the further exploration and development of the Property substantially in the form published by the Rocky Mountain Minerals Law Foundation, modified as appropriate (the "Joint Venture Agreement"). In this regard the parties' initial interests in the Joint Venture Agreement shall be Optionee 20%/Optionor 80% if the Joint Venture Agreement is entered into following exercise of the First Option; Optionee 51%/Optionor 49% if the Joint Venture Agreement is entered into following the exercise of the Second Option; and Optionee

70%/Optionor 30% if the Joint Venture Agreement is entered into following the exercise of the Third Option;

(b) the Optionor shall act as operator in connection with the exploration to be carried out on the Property in connection with the First Option and the Second Option (and the Third Option if the Optionee so elects) (the "Exploration Activity") and as operator the Optionor shall be entitled to charge a 10% management fee on all expenditures incurred in connection with the Exploration Activity, which fee shall be included in the calculation of the exploration funding incurred by the Optionee in connection with the Acquisition;

(c) the Optionee may satisfy any of its obligations to fund exploration of the Property by paying the cash equivalent of such amount to the Optionor;

(d) any exploration funding incurred by the Optionee in connection with the exercise of an Option which is in excess of the amount required to exercise such Option will, at the Optionee's election be credited either towards the exploration funding required to exercise the ensuing Option or as an advance contribution under the Joint Venture Agreement;

(e) in circumstances where, at any time prior to that date which is two years from the date of issuance of the Shares in connection with the Fourth Option, the Optionor wishes to sell any Shares (the "Shares for Sale") it shall first give notice in writing (the "Selling Notice") to the Optionee detailing the number of Shares to be sold and the minimum price at which such Shares are to be sold (the "Selling Price") and the Optionee shall have 5 days in which to place the Shares for Sale with a bona fide purchaser and in such case the parties shall take such steps as shall be reasonably necessary to facilitate the sale. In circumstances where the Optionee is unable to place the Shares for Sale as provided for herein the Optionor may sell such Shares without notice to the Optionee during the next 30 days at a price no lower than the Selling Price.

Notwithstanding the generality of the foregoing, the above requirements shall not apply to ordinary course sales by the Optionor through the facilities of the Canadian Securities Exchange up to a maximum of 100,000 Shares in any five trading day period.

Due Diligence Investigations

3. During the 10-day period following the execution of this letter agreement (the "Due Diligence Period") the Optionee will have the right to conduct due diligence investigations in respect of the Property in connection with the Acquisition. For purposes of such investigations, the Optionor will give or cause to be given to the Optionee and its agents and representatives full access to all books, records, technical and operating data and other information concerning the Property as the Optionee and its agents and representatives may reasonably request. If, at any time, the Optionee determines that it is not satisfied, in its sole discretion, with the results of such investigations, it may elect not to proceed with the transactions contemplated hereby. In such instance, the Optionee will notify the Optionor of such fact and thereupon this letter will terminate and the parties hereto will have no further obligations hereunder except the obligations set forth in section 5 and 6 below.

Negotiation and Execution of Definitive Agreement

4. Following signing of this Letter Agreement the parties will negotiate in good faith to complete and execute a definitive agreement (the "Definitive Agreement") setting out in detail the terms and conditions of the Acquisition on or before January 31, 2022. The Definitive Agreement will incorporate the terms and conditions set out in this letter together with all other terms and conditions as the parties or their legal advisors consider necessary or desirable, including standard representations, warranties and covenants and indemnities from the parties relating to such representations, warrants and covenants, provided that unless and until such Definitive Agreement is entered into the parties shall be bound by the terms of this Letter Agreement.

Closing Conditions

5. The obligations of the parties to proceed with the Acquisition are subject to the satisfaction of the following conditions, in addition to the completion of a satisfactory due diligence review by the Optionee as contemplated by Section 2 hereof:

(a) all approvals, consents and waivers required so that the Acquisition will not:

(i) conflict with or result in a breach of any material contract (including any license) to which either the Optionor or the Optionee is party or subject or of which either party has any benefit or advantage or any applicable law, regulation or order;

(ii) result or possibly result in the termination, cancellation, acceleration, modification or suspension with respect to any such contract or any permit, license or the like held by the Optionor in respect of the Property; or

(iii) violate any governmental restrictions;

having been obtained; including but not limited to acceptance of the Acquisition by the TSX Venture Exchange and the Canadian Securities Exchange;

(b) the Optionor shall confirm title to the Property to the satisfaction of the Optionee, acting reasonably and shall confirm that the only royalties on the Property are the Optionor NSR, a 1% net smelter royalty on claim S-113362 in favour of Seagrove Capital Corporation and A Resource Management Inc, each as to 50% (0,5%) and a 2% net smelter royalty on claim MC00013262 in favour of Ryan Kalt;

(c) the Optionor shall provide the Optionee with any net smelter royalty agreements or other agreements respecting the Property and, without limiting the generality of the foregoing, the Optionor will provide the Optionee with an agreement providing for the right of the Optionee to purchase one-half of the Optionor NSR at any time following exercise of the Fourth Option but prior to the commencement of commercial production on the Property (0.5%) for $1,000,000 and an agreement with the holders of the net smelter royalty on claim S-113362 providing for the right of the Optionee, at any time

following exercise of the Fourth Option, to acquire one-half of such net smelter royalty (0.5%) for $1,000,000;

(d) the Optionor shall have secured the necessary permits to conduct an exploratory drill program on the Property in 2022, approved by the Optionee, acting reasonably and shall have engaged a drilling contractor to carry out such drill program;

(e) during the period that the Optionor acts as operator the Optionor shall carry out exploration activity on the Property pursuant to exploration programs approved by the Optionee acting reasonably and in this regard such exploration programs shall be generated at least annually and shall be provided to the Optionee at least 30 days prior to the commencement of such exploration program.

The parties will cooperate with each other in obtaining satisfaction of such conditions on or before January 31, 2022, or such later date as the parties may agree to, failing which either party may terminate this Letter Agreement.

Transaction Costs and Brokerage; Indemnity

6. Each party shall be responsible for all its own costs including but not limited to legal fees and expenses incurred in connection with the transactions contemplated hereby.

Confidentiality Agreements

7. During the period before the satisfaction of the conditions set out in section 5 hereof (and for an indefinite period if closing of the Acquisition does not occur), the Optionee and the Optionor will use their best efforts to prevent public disclosure or knowledge of the transaction contemplated hereby, without the prior approval of the other, and will maintain the confidentiality of the negotiations regarding such transaction and the Disclosure Information. The foregoing will not restrict or otherwise affect the right of the Optionee or the Optionor to make or permit any disclosure:

(a) to consultants, legal advisors, financial institutions, business associates and others in connection with the transaction provided such disclosure is not intended for broad dissemination to the public;

(b) which the legal advisors for either party advise is required or advisable to ensure compliance with applicable securities laws and regulations; or

(c) as may be otherwise required by law.

The obligations of the parties under this section 6 will survive the termination of this letter of intent. If the transactions contemplated by this letter agreement are not consummated, the Optionee will return all Disclosure Information to the Optionor and will destroy any electronic records combining copies or analysis relating to such Disclosure Information.

Upon any breach of the provisions of this section, the nonbreaching party shall be entitled to injunctive relief, including a temporary restraining order. Any such breach may result in harm to the nonbreaching party that may not be adequately remedied in an action at law.

General

8. This letter agreement will be governed by and construed in accordance with the laws of the Province of British Columbia. The parties submit to the jurisdiction of the courts of the Province of British Columbia with respect to any matters arising out of this letter agreement.

This letter agreement constitutes the entire agreement between the parties on the subject matter hereof and supercedes all prior oral and written agreements between the parties. This letter agreement may only be amended in writing signed by both parties.

This letter agreement may be executed in any number of counterparts, by facsimile or otherwise, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same document.

This letter agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This letter agreement may be assigned by either party with the written consent of the other party, not to be unreasonably withheld.

Please confirm that this letter accurately sets forth your understanding of the terms of our agreement with respect to the acquisition of the Property and the other matters discussed herein by signing a copy of this letter below and returning it to us at your earliest convenience.

Yours very truly,

FORUM ENERGY METALS CORP.

Per: *"Rick Mazur"*
Rick Mazur, CEO

Confirmed and agreed to this 12th day of December, 2021.

SASSY RESOURCES CORPORATION

Per: *"Mark Scott"*
Mark Scott, CEO