

CAPE RAY OPTION AMENDING AGREEMENT

THIS AMENDING AGREEMENT is made April 7TH, 2021.

BETWEEN:

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

(“**Ryan**”)

AND:

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

(“**Wildwood**”)

AND:

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

(the “**Optionee**”)

WHEREAS:

A. Pursuant to an option agreement (the “**Cape Ray 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 Cape Ray Option Agreement as the Cape Ray Property;

B. Under the terms of the Cape Ray 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 \$400,000 over a five-year period (the “**Cash Payments**”)
- (b) pursuant to section 3.2(b), issue to Ryan an aggregate of 3,000,000 common shares of the Optionee (the “**Common Share Issuance**”); and
- (c) pursuant to section 3.2(c), incur exploration expenditures on the Cape Ray Property totalling \$1,800,000 over a five-year period (the “**Expenditures**”);

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

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

1.2 **Option Agreement.** This Amending Agreement is an amendment to the Cape Ray Option Agreement. Unless the context of this Amending Agreement otherwise requires, the Cape Ray Option Agreement and this Amending Agreement shall be read together and shall have effect as if the provisions of the Cape Ray Option Agreement and this Amending Agreement were contained in one agreement. The term “Option Agreement” when used in the Cape Ray Option Agreement means the Cape Ray 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 Cape Ray Property is hereby amended to include, in addition to Licence Numbers 031670M, 031671M and 031672M (the “**Original Claims**”), those claims shown on the map attached hereto as Appendix “A”, and described as Licence Numbers 032394M, 032395M, 032396M and 032397M (the “**Add On Claims**”). For the purposes of the Option Agreement, the Cape Ray Property comprises the Original Claims and the Add On Claims.

SECTION 2 – OPTION AMENDMENTS

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

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

- (a) subject to section 2.3, pay to Wildwood 100% of staking costs, including deposits, incurred for the Add On Claims being a payment of \$52,455 within five business days after the date of Exchange acceptance for filing of this Amending Agreement; and
- (b) allot, issue and deliver to Ryan, an aggregate of 500,000 fully paid and non-assessable Common Shares, with 250,000 Common Shares of the Optionee deliverable within five business days after the date of Exchange acceptance for filing of this Amending Agreement and 250,000 Common Shares of the Optionee deliverable on or before the first anniversary of the date of the Option Agreement.

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

SECTION 3 - GENERAL

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

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

"Shawn Ryan"
 SHAWN RYAN

Witness: "Cathy Wood"
 (Signature) Cathy Wood
 (Print Name)

WILDWOOD EXPLORATION INC.

By: "Shawn Ryan"
 Shawn Ryan

SASSY RESOURCES CORPORATION

By: "Mark Scott"
 Authorized Signatory
 MARK SCOTT
 PRESIDENT & CEO.

