

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is dated effective May 20, 2022

BETWEEN:

SASSY RESOURCES CORPORATION, a corporation duly existing under the laws of the Province of British Columbia (**"Vendor"**)

AND:

GALLOPER GOLD CORPORATION, a corporation duly existing under the laws of the Province of British Columbia (**"Purchaser"**)

INTRODUCTION:

- A. The Vendor is the legal and beneficial owner of all of the issued and outstanding shares (the **"Shares"**) in the capital of Rocky Island Gold Corp. (**"RIG"**).
- B. RIG is the legal and beneficial owner of certain Mineral Rights in the properties identified in Schedule 1 hereto (collectively the **"Properties"** or individually a **"Property"**).
- C. The Vendor has agreed to sell, and the Purchaser has agreed to purchase, the Shares on the terms and conditions in this Agreement.

IN CONSIDERATION OF, among other things, the mutual promises contained in this Agreement, the Parties agree:

1. DEFINITIONS AND INTERPRETATION

1.1 Unless the context otherwise requires, in this Agreement:

- (1) **"Agreement"** means this Purchase and Sale Agreement, including any schedule or annexure to it;
- (2) **"Arm's Length"** has the meaning given to such term under the Tax Act;
- (3) **"Business Day"** means any day other than a Saturday, Sunday or a public or statutory holiday in the place where an act is to be performed or a payment is to be made;
- (4) **"Cash Consideration"** has the meaning given in Section 4.1(1);
- (5) **"Claim"** includes any claim, action, proceeding, damage, loss, liability, cost (including solicitor and client costs and disbursements), charge, expense, outgoing, penalty, payment or demand of any nature and whether present or future, fixed or

unascertained, actual or contingent and whether at law, in equity, under statute, contract or otherwise;

- (6) “**Closing**” means completion by the Parties of the sale and purchase of the Shares in accordance with section 8;
- (7) “**Closing Date**” has the meaning given in section 8.1;
- (8) “**Conditions Precedent**” has the meaning given in section 2.1;
- (9) “**Consideration Shares**” has the meaning given in Section 4.1(2);
- (10) “**Disclosure Material**” means any item of information or any document or communication (whether written or oral or embodied in tangible or electronic form) disclosed and provided by or on behalf of the Vendor to the Purchaser;
- (11) “**Effective Date**” means the date set out at the commencement of this Agreement;
- (12) “**Encumbrance**” means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), charge, title retention agreement or arrangement, option, license or license fee, royalty, production payment, restrictive covenant or other encumbrance of any nature or any agreement to give or create any of the foregoing;
- (13) “**Governmental Authority**” means any federal, provincial, territorial, regional, municipal or local government or authority, quasi government authority, fiscal or judicial body, government or self regulatory organization, commission, board, tribunal, organization, police force or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing;
- (14) “**Law**” includes:
 - (a) federal, state, provincial and local government legislation including regulations and by-laws;
 - (b) common law and equity;
 - (c) judgments, decrees, writs, administrative interpretations, guidelines, policies, injunctions, orders or the like, of any Governmental Authority with which a Party is legally required to comply; and
 - (d) Governmental Authority requirements and consents, certificates, licences, permits and approvals (including conditions in respect of those consents, certificates, licences, permits and approvals);
- (15) “**Mineral Rights**” means any prospecting license, exploration license, mining lease, mining license, mineral concession, mineral claim and other forms of mineral

tenure (including any application for the grant or issue of any of the foregoing) or other rights to minerals, or to work upon lands for the purpose of searching for, developing or extracting minerals under any form of mineral title recognized under applicable Law in Newfoundland and Labrador, whether contractual, statutory or otherwise;

- (16) **“Mining Information”** means all technical and other information and data held by the Vendor relating to the Properties including all geophysical, geological or geochemical information, data and reports, other technical reports and studies, files, surveys, maps, mosaics, aerial photographs, electromagnetic tapes, sketches, drawings, memoranda, drill cores, logs of drill cores, drilling and assay reports, drill maps, production reports, engineering data and permits;
- (17) **“Notice”** or **“notice”** has the meaning given in section 13.1;
- (18) **“Parties”** means the Vendor and the Purchaser and **“Party”** means any of them, as the context requires;
- (19) **“Person”** includes any individual, corporation, limited liability company, unlimited liability company, body corporate, partnership, limited partnership, limited liability partnership, firm, joint venture, syndicate, association, capital venture fund, trust, trustee, executor, administrator, legal personal representative, estate, government, Governmental Authority and any other form of entity or organization, whether or not having legal status;
- (20) **“Property”** and **“Properties”** have the meaning given to such term in the recitals to this Agreement;
- (21) **“Purchase Price”** has the meaning given in section 4.1;
- (22) **“Purchase Price Adjustment”** has the meaning given in section 4.2;
- (23) **“Regulated Substances”** means all pollutants, contaminants, chemicals, industrial, toxic, hazardous or noxious substances or wastes or any other materials or substances that are now or hereafter prohibited, controlled, prescribed or regulated by any Governmental Authority or applicable Law, or the presence or quantity of which now or hereafter requires reporting, monitoring, investigation, removal or remediation by any Governmental Authority or applicable Law;
- (24) **“Royalty Agreement”** means the royalty agreement executed by the Parties on the Closing Date attached hereto as Schedule 2;
- (25) **“Staking Deposit”** means any deposit paid by or on behalf of the Vendor to the Government of Newfoundland and Labrador in respect of the Properties;
- (26) **“Tax Act”** means the *Income Tax Act* (Canada); and

- (27) “**Taxes**” means all taxes, assessments, charges, dues, duties, fees, tariffs, rates, imposts, levies and similar charges of any kind levied, assessed or imposed by any Governmental Authority, together with any interest, penalties or additions thereto and any interest in respect of such penalties or additions, and any liability, including under any agreements or arrangements, for any such amounts imposed by any Governmental Authority in respect of the relevant entity with respect to any other Person including any predecessor of or transferor to the relevant entity.

1.2 Unless the context otherwise requires, in this Agreement:

- (1) the singular includes the plural and conversely and a gender includes all genders;
- (2) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (3) a reference to a person, corporation, trust, partnership, joint venture, unincorporated body or other entity includes any of them;
- (4) a reference to a section, schedule or annexure is a reference to a section of or a schedule or annexure to this Agreement;
- (5) a reference to a party to this Agreement or another agreement or document includes the Party’s successors and permitted assigns;
- (6) a reference to dollars and \$ is to the currency of Canada;
- (7) headings are for convenience only and do not form part of this Agreement or affect its interpretation; and
- (8) a provision of this Agreement must not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement.

2. **CONDITIONS PRECEDENT**

2.1 This Agreement and the obligations of the Parties under it are subject to each of the following conditions (“**Conditions Precedent**”) being satisfied or waived on or before the Closing Date:

- (1) the Vendor obtaining any required approval, consent or acceptance of any applicable Governmental Authority in connection with this Agreement or its subject matter;
- (2) the Vendor and the Purchaser obtaining all necessary third party approvals or consents in respect of the transfer of the Shares contemplated by this Agreement, including any consent or approval that is required under applicable Law or by virtue of a condition or covenant of any Mineral Right forming part of the Properties (on terms and conditions satisfactory to the Vendor and the Purchaser); and

- (3) the Vendor having received all required approvals and consents from the applicable stock exchange in respect of the issuance of the Consideration Shares;
- 2.2 The Conditions Precedent in section 2.1(1) and section 2.1(2) are for the benefit of each Party and cannot be waived or extended unless agreed in writing by each Party. The Conditions Precedent in section 2.1(3) is for the benefit of the Purchaser only and may only be waived in writing by the Purchaser.
- 2.3 If a Condition Precedent is not satisfied or waived by the Closing Date any Party may:
 - (1) by notice to each other Parties terminate this Agreement; or
 - (2) extend the Closing Date with the written consent of the other Parties on one or more occasions but by no more than twenty (20) Business Days in total.
- 2.4 Subject to the provisions of section 10.4, if this Agreement is terminated under section 2.3(1) then, in addition to any rights, powers or remedies provided by Law:
 - (1) this Agreement will be at an end; and
 - (2) each Party is released from its obligation to further perform its obligations under this Agreement except those provisions imposing obligations of confidentiality.

3. SALE AND PURCHASE

- 3.1 In consideration for the payment of the Purchase Price, the Vendor agrees to and hereby does sell, assign, transfer and convey to the Purchaser, and the Purchaser agrees to and hereby does purchase and accept from the Vendor, the Vendor's entire right, title and interest in and to the Shares, to have and to hold the same absolutely, free and clear of all Encumbrances, in accordance with and subject to the terms of this Agreement.

4. PURCHASE PRICE

- 4.1 The purchase price ("**Purchase Price**") to be paid to the Vendor for the Shares, subject to the Purchase Price Adjustment in section 4.2 is:
 - (1) The sum of seven hundred thousand (\$700,000) dollars (the "**Cash Consideration**");
 - (2) the issuance from treasury of eight million (8,000,000) common shares in the capital of the Purchaser (the "**Consideration Shares**"); and
 - (3) the grant by the Purchaser to the Vendor of a one percent (1%) net smelter royalty on the terms and conditions contained in the Royalty Agreement, in addition to the 1% net smelter royalty held by Vulcan Minerals Inc. on the claims attached hereto in Part A of Schedule 1.

The Parties acknowledge they are relying on the prospectus exemption within section 2.16 of National Instrument 45-106 - *Prospectus Exemptions*.

4.2 In addition to the payment referred to in section 4.1, the the Purchaser shall pay additional consideration for the sale of the Shares as follows:

- (1) an additional one million (\$1,000,000) dollars shall be paid to the Vendor upon completion of a positive feasibility that shows that placing a Property or part thereof into production is feasible and economic;
- (2) an additional one million (\$1,000,000) dollars shall be paid to the Vendor upon the declaration of a five hundred thousand (500,000) ounce gold equivalent resource proven, measured, indicated and inferred (“**PMII**”) on any Property; and
- (3) an additional one million (\$1,000,000) dollars shall be paid to the Vendor upon the declaration of a one million (1,000,000) ounce gold equivalent resource PMII on any Property;

(the “**Purchase Price Adjustment**”).

4.3 The Vendor covenants and agrees with the Purchaser that it shall:

- (1) not sell more than 20% of its Consideration Shares in any three month period, except with the prior written consent of the Purchaser; and
- (2) give the Purchaser not less than three days advance notice of the Vendor’s intention to sell any of the Consideration Shares.

4.4 The Cash Consideration shall be payable by the Purchaser to the Vendor on the Closing Date by way of wire transfer of immediately available funds to the trust account of the legal counsel to the Vendor.

4.5 At the request of Vendor, the Purchaser will jointly elect with the Vendor under subsection 85(1) of the Tax Act with respect to the sale of the Shares. Such election will be prepared by the Vendor and filed by the Vendor and Purchaser in the form and manner and within the time prescribed by the Tax Act and the regulations thereunder. The agreed amount for the purposes of paragraph 85(1)(a) of the Tax Act in respect of each such property will be such amount as is determined jointly by the Vendor and the Purchaser within the limits prescribed in the Tax Act.

5. REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser that:

- (1) it is duly formed, incorporated, amalgamated or continued (as the case may be) and validly exists under the law of its place of formation, incorporation, amalgamation or continuance;

- (2) it is in good standing under the legislation under which it was formed, incorporated, amalgamated or continued (as the case may be);
- (3) the execution and delivery of this Agreement has been properly authorized by all necessary corporate action of the Vendor;
- (4) it is qualified to hold Mineral Rights in Newfoundland and Labrador;
- (5) it has full corporate power and lawful authority to execute and deliver this Agreement and to consummate and perform or cause to be performed its obligations under this Agreement and each transaction contemplated by this Agreement to be performed by it;
- (6) this Agreement constitutes a legal, valid and binding obligation of the Vendor, enforceable in accordance with its terms by appropriate legal remedy subject to laws generally affecting creditors' rights and to principles of equity;
- (7) the execution, delivery and performance by the Vendor of this Agreement and each transaction contemplated by this Agreement does not or will not (with or without the lapse of time, the giving of notice or both) contravene, conflict with or result in a breach of or default under:
 - (a) any provision of the articles or by-laws of the Vendor;
 - (b) any material term or provision of any security arrangement, undertaking, agreement or deed applicable to the Vendor; or
 - (c) any writ, order or injunction, judgment, law, rule or regulation to which the Vendor is a party or is subject or by which the Vendor is bound;
- (8) no litigation, arbitration, mediation, conciliation or administrative proceedings are taking place, pending or, to the Vendor's knowledge, threatened against it which if adversely decided could, in the reasonable opinion of the Vendor, have a material adverse effect on the Vendor's business, assets (including the Properties) or financial condition such as to materially impair its ability to perform its obligations under this Agreement;
- (9) no liquidator, trustee in bankruptcy, receiver or receiver and manager or other external administrator is currently appointed in relation to the Vendor or any of the Vendor's Properties;
- (10) to the Vendor's knowledge, there are no facts, matters or circumstances which give any person the right to appoint or to apply to appoint (as the case may be) a liquidator, trustee in bankruptcy, receiver or receiver and manager or other external administrator to the Vendor or any of its property;
- (11) subject to section 2.1, no authorization, approval, order, license, permit or consent of any Governmental Authority or other third person, and no registration,

declaration or filing by the Vendor with any such Governmental Authority is required in order for the Vendor:

- (a) to consummate the transactions contemplated by this Agreement;
 - (b) to execute and deliver all of the documents and instruments to be delivered by the Vendor under this Agreement;
 - (c) to duly perform and observe the terms and provisions of this Agreement;
and
 - (d) to render this Agreement legal, valid, binding and enforceable;
- (12) it is the sole legal and beneficial owner of the number of Shares;
 - (13) other than those restrictions on transfer, if any, contained in the articles of the Vendor or in any unanimous shareholder agreements applicable thereto, the Shares held by it are free and clear of any and all Encumbrances;
 - (14) no Person, other than the Purchaser, has any commitment, agreement, option or understanding, or any right or privilege capable of becoming such, for the purchase, lease or other acquisition of any interest in the Vendor's Shares;
 - (15) it has not incurred any liability, contingent or otherwise, for brokers' or finders' fees for this transaction for which the Purchaser will have any obligation or liability;
and
 - (16) it is not a non-resident of Canada within the meaning of Section 116 of the Tax Act.
 - (17) the Properties is properly and accurately described in Schedule 1 and Schedule 2;
 - (18) the Vendor is the legal and beneficial and registered or recorded owner of a 100% undivided interest in the Properties;
 - (19) the assets of the Vendor are free and clear of any Encumbrance (other than the royalty interests referenced herein);
 - (20) all of the Mineral Rights comprising the Properties are current and in good standing and have been validly and properly located, staked, tagged and recorded (as the case may be) in accordance with the laws of the jurisdiction in which the Properties are located and there are no disputes, threatened or now existing, as to title to or the staking or recording of, those Mineral Rights;
 - (21) there are no outstanding agreements, options or other arrangements to acquire or purchase the Properties or any interest in the Properties and no person has any royalty or other interest whatsoever in production or profits from the Properties;
 - (22) to the knowledge of the Vendor there are no actual, alleged, or potential or future adverse claims, challenges, suits, actions, prosecutions, investigations or

proceedings against or to, the ownership of, or title to, the Properties or of any challenge to the Vendor's right, title or interest in the Properties nor to its knowledge is there any basis for any of the foregoing;

- (23) the Vendor has no notice or knowledge of any proposal to terminate or vary the terms of or rights attaching to, the Mineral Rights comprising the Properties from any Governmental Authority;
- (24) the Disclosure Material that was provided by or on behalf of the Vendor in respect of the Properties was provided in good faith and in so doing the Vendor have not:
 - (a) omitted anything material to the Properties from such Disclosure Material that has not separately been disclosed in writing to the Purchaser; or
 - (b) included anything materially misleading in such Disclosure Material;
- (25) the Vendor is not aware of any material facts or circumstances that have not been disclosed in this Agreement, which should be disclosed to the Purchaser in order to prevent the representations and warranties in this section 5.1 from being materially misleading.

5.2 The Purchaser represents and warrants to the Vendor that:

- (1) it is duly formed, incorporated, amalgamated or continued (as the case may be) and validly exists under the law of its place of formation, incorporation, amalgamation or continuance;
- (2) it is in good standing under the legislation under which it was formed, incorporated, amalgamated or continued (as the case may be);
- (3) it is, or will be on the Closing Date, qualified to do business in Newfoundland and Labrador and lawfully authorized to hold Mineral Rights in Newfoundland and Labrador;
- (4) the execution and delivery of this Agreement has been properly authorized by all necessary corporate action of the Purchaser;
- (5) the Purchaser has full corporate power and lawful authority to execute and deliver this Agreement and to consummate and perform or cause to be performed its obligations under this Agreement and each transaction contemplated by this Agreement to be performed by it;
- (6) this Agreement constitutes a legal, valid and binding obligation of the Purchaser, enforceable in accordance with its terms by appropriate legal remedy subject to laws generally affecting creditors' rights and to principles of equity;
- (7) the Consideration Shares issuable pursuant to the terms of this Agreement will, when issued to the Vendor in accordance with the terms of this Agreement, be

validly issued and outstanding as fully paid and non-assessable common shares in the capital of the Purchaser;

- (8) all necessary steps and proceedings will have been taken to permit the Consideration Shares to be duly and regularly issued and registered in the name of the Vendor as fully paid and non-assessable;
- (9) the Consideration Shares will be issued in compliance with all applicable Laws including, without limitation, applicable securities Laws;
- (10) the execution, delivery and performance by the Purchaser of this Agreement and each transaction contemplated by this Agreement does not or will not (with or without the lapse of time, the giving of notice or both) contravene, conflict with or result in a breach of or default under:
 - (a) any provision of the articles or by-laws of the Purchaser;
 - (b) any material term or provision of any security arrangement, undertaking, agreement or deed; or
 - (c) any writ, order or injunction, judgment, law, rule or regulation to which it is a party or is subject or by which it is bound;
- (11) no litigation, arbitration, mediation, conciliation or administrative proceedings are taking place, pending or, to its knowledge, threatened against it which if adversely decided could, in the reasonable opinion of the Purchaser's management, have a material adverse effect on the Purchaser's business, assets (including the Properties) or financial condition such as to materially impair its ability to perform its obligations under this Agreement;
- (12) no liquidator, trustee in bankruptcy, receiver or receiver and manager or other external administrator is currently appointed in relation to it or any of its property;
- (13) to its knowledge, there are no facts, matters or circumstances which give any person the right to appoint or to apply to appoint (as the case may be) a liquidator, trustee in bankruptcy, receiver or receiver and manager or other external administrator to it or any of its property;
- (14) all necessary corporate action will have been taken by the Closing Date by the Purchaser so as to validly create, authorize and issue the Consideration Shares as fully paid and non-assessable securities in the capital of the Purchaser; and
- (15) it is unaware of any material facts or circumstances that have not been disclosed in this Agreement, which should be disclosed to the Vendor in order to prevent the representations and warranties in this section 5.2 from being materially misleading.

5.3 Each of the representations and warranties given under sections 5.1 and 5.2:

- (1) is given as at the date of this Agreement and as at the time immediately before Closing; and
 - (2) will remain in full force and effect after the Closing Date despite Closing for a period of two (2) years from Closing (without regard to any waiver or similar document filed by the Purchaser extending such period, unless the Vendor have consented in writing to the filing of such waiver or similar document).
- 5.4 Each of the Purchaser, on the one hand, and the Vendor, on the other hand, must indemnify, and keep indemnified, the other from and against any Claim which the other suffers, sustains or incurs arising out of or in connection with a breach of any representation or warranty given or made by the indemnifying Party or Parties (as the case may be), or of any covenant or obligation of the indemnifying Party or Parties (as the case may be) under, this Agreement.

6. CONDITIONS PRECEDENT TO THE OBLIGATIONS OF VENDOR

- 6.1 The obligations of the Vendor to complete the transactions contemplated in this Agreement are subject to the satisfaction of, or compliance with, at or before the Closing Date, each of the following conditions precedent:
- (1) **Representations and Warranties:** each of the representations and warranties of the Purchaser made in or pursuant to this Agreement will be true and correct in all material respects (other than those representations and warranties that are qualified by materiality which must be true and correct in all respects) as and when made and at and as of the Closing Date as though such representations and warranties were made at and as of the Closing Date (except, in any case, those representations and warranties that expressly speak of a specific time need only be true and correct as of such specified date or time);
 - (2) **Covenants:** the Purchaser will have performed and complied with all agreements, covenants and conditions required by this Agreement to be performed or complied with by the Purchaser before or at Closing;
 - (3) **Certificate of Purchaser:** the Purchaser will have delivered to the Vendor a certificate from a senior officer of the Purchaser certifying that the conditions in section 6.1(1) and section 6.1(2) have been satisfied in accordance with section 8.3(4);
 - (4) **Purchase Price:** the Cash Consideration will have been paid by the Purchaser to the Vendor and the Consideration Shares will have been issued by the Purchaser to the Vendor;
 - (5) **No Orders or Proceedings:** no injunction or restraining order of any court or administrative tribunal of competent jurisdiction will be in effect prohibiting the transactions contemplated by this Agreement and no action or proceeding will have been instituted or be pending before any court or administrative tribunal to restrain

or prohibit the transactions between the Parties contemplated by this Agreement;
and

- (6) **Other Documentation:** the Purchaser will have delivered to the Vendor such other documents as the Vendor may reasonably require pursuant to the transactions contemplated under this Agreement.

6.2 The conditions in section 6.1 are for the exclusive benefit of the Vendor and any such condition may be waived in whole or in part by the Vendor at or before Closing by delivering to the Purchaser a written waiver to that effect signed by the Vendor.

7. CONDITIONS PRECEDENT TO THE OBLIGATIONS OF PURCHASER

7.1 The obligations of the Purchaser to complete the transactions contemplated in this Agreement are subject to the satisfaction of, or compliance with, at or before the Closing Date, each of the following conditions precedent:

- (1) **Representations and Warranties:** each of the representations and warranties of the Vendor made in or pursuant to this Agreement or in any Closing Document delivered pursuant to this Agreement are true and correct in all material respects (other than those representations and warranties that are qualified by materiality which must be true and correct in all respects) as and when made and at and as of the Closing Date as though such representations and warranties were made at and as of the Closing Date (except, in any case, those representations and warranties that expressly speak of a specific time need only be true and correct as of such specified date or time);
- (2) **Covenants:** the Vendor will have performed and complied with all agreements, covenants and conditions required by this Agreement to be performed or complied with by the Vendor before or at Closing;
- (3) **Certificate of Vendor:** the Vendor will deliver to the Purchaser a certificate personally or, if applicable, from a senior officer of the Vendor certifying that the conditions of section 7.1(1) and section 7.1(2) have been satisfied in accordance with section 8.2(3);
- (4) **No Orders or Proceedings:** no injunction or restraining order of any court or administrative tribunal of competent jurisdiction shall be in effect prohibiting the transactions contemplated by this Agreement and no action or proceeding will have been instituted or be pending before any court or administrative tribunal to restrain or prohibit the transactions between the Parties contemplated by this Agreement;
and
- (5) **Other Documentation:** the Purchaser has delivered to the Vendor such other documents as the Vendor may reasonably require pursuant to the transactions contemplated under this Agreement.

- 7.2 The conditions in section 7.1 are for the exclusive benefit of the Purchaser and any such condition may be waived in whole or in part by the Purchaser at or before Closing by delivering to the Vendor a written waiver to that effect signed by the Purchaser.

8. CLOSING

- 8.1 The sale and purchase of the Shares contemplated by this Agreement will be completed June 16, 2022 or such other date as the Parties may agree in writing (“**Closing Date**”) at such time or location as may be agreed upon in writing by the Parties.

- 8.2 At Closing the Vendor will deliver or cause to be delivered to the Purchaser:

- (1) the Mining Information;
- (2) a certificate of status (or the equivalent) for the Vendor;
- (3) the certificate referred to in section 7.1(3);
- (4) a share certificate representing the Shares registered in the name of the Purchaser;
- (5) a receipt for the payment of the Purchase Price, duly executed by the Vendor; and
- (6) such further documents as may be contemplated by this Agreement or as the Purchaser may reasonably require.

- 8.3 At Closing the Purchaser will deliver or cause to be delivered to the Vendor:

- (1) a certificate of status (or the equivalent) for the Purchaser;
- (2) the Cash Consideration;
- (3) the Consideration Shares;
- (4) the certificate referred to in section 6.1(3); and
- (5) such further documents as may be contemplated by this Agreement or as the Vendor may reasonably require.

9. LIABILITY AND INDEMNITY

- 9.1 The Vendor shall be liable for, and shall indemnify the Purchaser and its directors, officers, employees and shareholders, and each of their respective heirs, executors, successors and assigns, from and against any and all Claims of any kind which are caused by, arise out of, are incurred in connection with or relate in any way to:

- (1) the breach by the Vendor of any of its covenants or obligations hereunder; or
- (2) any inaccuracy or misrepresentation in any representation or warranty set forth in section 5.1 as it relates to the Vendor.

9.2 The Purchaser shall be liable for, and shall indemnify the Vendor and its respective directors, officers, employees and shareholders, and each of their respective heirs, executors, successors and assigns, from and against any and all Claims of any kind which are caused by, arise out of, are incurred in connection with or relate in any way to:

- (1) the breach by the Purchaser of any of its covenants or obligations hereunder; or
- (2) any inaccuracy or misrepresentation in any representation or warranty set forth in section 5.2.

10. TERMINATION

10.1 If Closing does not occur on the Closing Date due to a failure by the Purchaser to fulfill its obligations under this Agreement, then the Vendor may give written notice to the Purchaser of its intention to terminate this Agreement. If Closing does not occur within five (5) Business Days after the notice is given by the Vendor under this section 10.1, then upon the giving of a further written notice by the Vendor, this Agreement will terminate.

10.2 If Closing does not occur on the Closing Date due to a failure by the Vendor to fulfill any of their obligations under this Agreement, then the Purchaser may give written notice to the Vendor of its intention to terminate this Agreement. If Closing does not occur within five (5) Business Days after the notice is given by the Purchaser under this section 10.2, then upon the giving of a further written notice by the Purchaser, this Agreement will terminate.

10.3 If this Agreement terminates under section 10.1 or section 10.2, then in addition to any other rights provided by law:

- (1) each Party is released from its obligations under this Agreement, except those imposing obligations of confidentiality; and
- (2) termination of this Agreement will not derogate from, affect or prejudice any rights or remedies of a Party whether arising under this Agreement or at law that have accrued prior to the date of, or arise as a consequence of, termination.

10.4 If a Party exercises its right of termination under section 10.1 or 10.2, as applicable, because of a material breach of this Agreement by the other Party or because a condition for the benefit of the terminating Party has not been satisfied because the other Party failed to perform any of its obligations or covenants under this Agreement that are reasonably capable of being performed or caused to be performed by the other Party, any rights, remedies or causes of action the terminating Party may have based upon the other Party's breach will continue unimpaired. A Party that is in breach of this Agreement will be taken not to be in breach of this Agreement to the extent that the breach arises or subsists solely because of the failure of the other Party to perform one or more of its obligations under this Agreement.

11. CONFIDENTIAL INFORMATION

- 11.1 Each Party must keep confidential any information (whether embodied in tangible or electronic form) about the existence and terms of this Agreement and any draft of this Agreement and must not disclose such information to any person except:
- (1) any affiliate of the Party that has a clear need to use that information;
 - (2) any director, officer, employee, financier or adviser of the Party who has a clear need to use that information;
 - (3) pursuant to any applicable Law, or to any regulatory body or Governmental Authority, or pursuant to the rules of any stock exchange; or
 - (4) to the extent necessary to obtain any consent or approval contemplated by this Agreement.
- 11.2 Section 11.1 does not restrict the disclosure or use of information for the purposes of, and to the extent required in connection with, legal action to enforce rights under, or to seek remedies in connection with, this Agreement.
- 11.3 Neither the Purchaser, on the one hand, nor the Vendor, on the other hand, will make any public or press announcement or statement concerning this Agreement or Closing without the prior approval of the other Party (such approval not to be unreasonably withheld). If applicable, the Parties must in good faith agree at or before Closing the form or forms of press announcement or public statements that they will each make, including any disclosure which is required pursuant to any applicable Law, or to any regulatory body or Governmental Authority, or pursuant to the rules of any stock exchange or stock market.
- 11.4 The obligations of confidentiality of the Parties under this section 11 are terminated with effect upon the expiration of two (2) years from the Closing Date.

12. VENDOR'S POST-CLOSING COVENANT

- 12.1 The Vendor covenants and agrees that it has a right to receive any Staking Deposit back from the Government of Newfoundland and Labrador once all required first year assessment work is completed.

13. NOTICES

- 13.1 Any notice, demand, consent or other communication (“**Notice**” or “**notice**”) given or made pursuant to this Agreement must be in writing and delivered by hand or by prepaid, registered or certified mail to the address or if sent electronically as an attachment to an email to the email or other internet address specified (in each case) in section 13.4 or as notified in writing from time to time.
- 13.2 A Notice is effective:

- (1) if delivered by hand, on the date it is delivered to the addressee;
- (2) if mailed to an address in the city of postage, on the date which is three (3) Business Days after the date of postage;
- (3) if mailed to a city in Canada (other than the city of postage), on the date which is seven (7) Business Days after the date of postage; or
- (4) if sent electronically:
 - (a) at the time shown in the delivery confirmation report generated by the sender's email system; or
 - (b) if the sender's email system does not generate a delivery confirmation report within 12 hours after the time the email is sent, unless the sender receives a return email notification that the email was not delivered, undeliverable or similar, at the time which is 12 hours from the time the email was sent,

unless a later time is specified in the Notice.

13.3 A Notice received after 5 pm (recipient's time) is taken to be received on the next Business Day in the place of receipt.

13.4 Each Party's delivery address and electronic mail address are:

- (1) in the case of the Vendor:

Sassy Resources Corporation
400 – 1681 Chestnut Street
Vancouver, British Columbia V6J 4M6

Attention: Mark Scott
Email: [REDACTED]

- (2) in the case of the Purchaser:

Galloper Gold Corporation
550 Burrard St #2900
Vancouver, British Columbia V6C 0A3

Attention: Rav Mlait
Email: [REDACTED]

14. GENERAL

14.1 Each Party must pay its own costs and outlays connected with the preparation, negotiation and execution of this Agreement.

- 14.2 This Agreement is governed by the law in force in the Province of British Columbia (excluding its conflict of laws rules) and the laws of Canada applicable in British Columbia.
- 14.3 Each Party:
- (1) irrevocably and unconditionally submits to and accepts the exclusive jurisdiction of the courts exercising jurisdiction in British Columbia, and any court that may hear appeals from any of those courts, for any proceeding in connection with this Agreement, subject to the right to enforce a judgement obtained in any of those courts in any other jurisdiction; and
 - (2) irrevocably waives any objection to the venue of any legal process commenced in the courts of British Columbia on any basis including that the process has been brought in an inconvenient forum.
- 14.4 If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.
- 14.5 This Agreement constitutes the entire agreement between the Parties in respect of its subject matter and supersedes all prior agreements, understandings, representations, warranties, promises, statements, negotiations, letters and documents in respect of its subject matter (if any) made or given prior to the date of this Agreement.
- 14.6 An amendment or variation to this Agreement is not effective unless it is in writing and signed by each Party.
- 14.7 Time is of the essence of this Agreement. If the Parties agree to vary a time requirement, then the time requirement so varied is of the essence of this Agreement. An agreement to vary a time requirement must be in writing.
- 14.8 The Vendor, on the one hand, and the Purchaser, on the other hand, must promptly at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this Agreement and the transactions contemplated by it.
- 14.9 A Party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right. A waiver is not effective unless it is in writing. Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.
- 14.10 This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 14.11 This Agreement may be executed in any number of counterparts. Each counterpart is an original, but the counterparts together are one and the same document. This Agreement is binding on the Parties on the exchange of counterparts. A copy of a counterpart sent by electronic mail:

- (1) must be treated as an original counterpart;
- (2) is sufficient evidence of the execution of the original; and
- (3) may be produced in evidence for all purposes in place of the original.

14.12 Each person signing this Agreement as an authorized officer of a Party hereby represents and warrants that he or she is duly authorized to sign this Agreement for that Party and that this Agreement will, upon having been so executed, be binding on that Party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

SASSY RESOURCES CORPORATION

Per: "Mark Scott"

Mark Scott
President and Chief Executive Officer

GALLOPER GOLD CORPORATION

Per: "Ravinder Mlait"

Rav Mlait
Director

SCHEDULE 1

PROPERTY: LIST OF MINERAL RIGHTS

Part A:

Property	Licence No.	Claims
Gander East	032803M	256
Gander East	032804M	184
Gander East	032955M	256
Gander East	032956M	256
Gander East	032957M	172
Glover Island	033016M	225
Glover Island	033017M	29
Triple Point	033015M	110
Triple Point	033014M	256
Triple Point	033013M	256
Long Range	033871M	184
Long Range	033870M	256
TOTAL		2,440

Part B:

Property	License	Claims	Hectares	Cost	Issue Date
Gander East	33259M	256	6400	16640	2021-08-16
Gander East	33260M	256	6400	16640	2021-08-16
Gander East	33261M	190	4750	12350	2021-08-16
Gander East	33262M	256	6400	16640	2021-08-16
Gander East	33264M	200	5000	13000	2021-08-16
Gander East	33265M	119	2975	7735	2021-08-16
Gander East	33266M	50	1250	3250	2021-08-16
		1327	33175	86255	
Gander East	033370M	106	2650	6890	2021-09-06
Gander East	033371M	252	6300	16380	2021-09-06
Gander East	033372M	64	1600	4160	2021-09-06
Gander East	033373M	55	1375	3575	2021-09-06
Gander East	033374M	108	2700	7020	2021-09-06
Gander East	033377M	138	3450	8970	2021-09-06
Gander East	033378M	150	3750	9750	2021-09-06
Gander East	033375M	256	6400	16640	2021-09-06
Gander East	033381M	155	3875	10075	2021-09-06
Gander East	033441M	222	5550	14430	2021-09-23
		1506	37650	97890	

SCHEDULE 2

ROYALTY AGREEMENT

THIS AGREEMENT made as of _____, 20__.

BETWEEN:

GALLOPER GOLD CORPORATION, a corporation duly existing under the laws of the Province of British Columbia

(the “**Grantor**”)

- and -

SASSY RESOURCES CORPORATION, a corporation duly existing under the laws of the Province of British Columbia

(the “**Grantee**”)

WHEREAS upon the transfer to the Grantor of the Grantee’s interest in the Property (as hereinafter defined) pursuant to a purchase and sale agreement dated _____, 20__, the “**Purchase Agreement**”), and as partial consideration for such transfer, the Grantor has agreed to grant the Grantee a royalty on and subject to the terms and conditions hereinafter contained.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT for good and valuable consideration the receipt and sufficiency whereof being acknowledged by each of the parties hereto, the parties hereto do hereby covenant and agree as follows:

1. DEFINITIONS

1.1 In this Agreement, including in the recitals hereto, the following terms shall have the following meanings:

- (a) “**Affiliate of the Grantor**” means any person, partnership, venture, corporation or other form of enterprise which directly or indirectly controls, is controlled by, or is under common control with, the Grantor;
- (b) “**Agreement**”, “**this Agreement**”, “**hereto**”, “**hereof**”, “**herein**”, “**hereunder**”, “**hereby**” and similar expressions refer, unless otherwise expressly stated, to this Agreement, including the recitals and any schedules or appendices hereto, as it may from time to time be supplemented or amended by one or more agreements entered into pursuant to the applicable provisions hereof, and not to any particular article, section, subsection, subparagraph or other subdivision hereof;

- (c) **“Effective Date”** shall mean the date of execution of this agreement as it appears on the face page hereof;
- (d) **“Gross Value”** shall mean the consideration actually received by the Grantor from the sale or other disposition of Minerals, provided that where the Grantor's sale or disposition is based upon a contract for the sale of Minerals that fixes a selling price for metals on other than a market price of the product on the date of delivery to the purchaser (less deductions normally negotiated as a part of such contracts), specifically including without limitation, forward sales, futures trading or commodity options trading and any other price hedging, price protection and speculative arrangements not involving physical delivery of Minerals produced from ores mined from the Property, Minerals shall be deemed to have been sold only at the time that refined metal attributable to such Minerals is physically delivered by the Grantor in satisfaction of such commitments. Gross Value of Minerals shall be based on the contained metal value of the Minerals actually delivered, calculated by dividing the sum of all such prices reported for each respective metal on each day of the calendar month by the number of days for which such prices were reported for the month in which the sale occurred, as such prices are quoted on the London Metal Exchange (LME) p.m. fix. The Royalty payable to the Grantee shall be based upon such Gross Value, net of the deductions more fully set forth below. In the event of cessation or suspension of quotations for a period of more than five (5) consecutive days in a given month, the parties hereto shall agree on a reputable substitute quotation mechanism for each affected metal. If the Grantor terminates any of such price protection arrangements without actual physical delivery of Minerals, the Grantee shall not share in any profits or losses therefrom;
- (e) **“Mineral Rights”** means any prospecting license, exploration license, mining lease, mining license, mineral concession, mineral claim and other forms of mineral tenure (including any application for the grant or issue of any of the foregoing) or other rights to minerals, or to work upon lands for the purpose of searching for, developing or extracting minerals under any form of mineral title recognized under applicable law in Newfoundland and Labrador, whether contractual, statutory or otherwise;
- (f) **“Minerals”** shall mean raw ores, concentrates, precipitates, leach liquor, metals, ore and mineral materials of every kind and character and all other naturally-occurring products contained within the Property which are sold by the Grantor to third parties (including sand and gravel and other common non-metallic materials);
- (g) **“Net Returns”** shall mean the Gross Value received by the Grantor from the sale or other disposition of Minerals, less the following expenses incurred by the Grantor with respect to such Minerals after they leave the Property, as the case may be:

- (i) actual charges for treatment in the smelting and refining process (including handling, assaying, processing, penalties, impurity charges, metal losses and other processor deductions);
- (ii) actual sales, marketing and brokerage costs;
- (iii) any sales, severance, gross production, privilege or similar taxes assessed on or in connection with the sale or other disposition of Minerals, except any income taxes, either Federal or Provincial, based on the value of the Minerals; and
- (iv) actual costs of transportation (including freight, insurance, security charges, transaction taxes, import and export duties, levies, imposts, handling, port, demurrage, delay, stowage and forwarding expenses incurred by reason of or in the course of such transportation) of such Minerals, to the mill, smelter or other purchaser, user or customer.

The Grantor shall be permitted to sell concentrates in the form usually commercially marketable to an Affiliate of the Grantor provided that such sales shall be considered, solely for the purpose of computing Net Returns, to have been sold at prices and on terms no less favourable than those which would be extended to an unaffiliated third party in a *bona fide* arm's length transaction under similar circumstances. Similarly, if the Grantor or an Affiliate of the Grantor incurs costs that are deductible or treats the Minerals in a smelter that the Grantor or the Affiliate of the Grantor owns or controls, the Grantor or the Affiliate of the Grantor may deduct treatment charges and costs, but only to the extent they are no more than the amount that the Grantor or the Affiliate of the Grantor would have charged an unaffiliated third party in a *bona fide* arm's length transaction under similar circumstances;

- (h) **“Place of Delivery”** means the place directed by the Grantee in writing;
- (i) **“Produced”** shall mean the mining, saving, extraction from the soil or other creation of a marketable product containing Minerals from the Property;
- (j) **“Property”** shall mean the Mineral Rights described in Schedule “A” hereto or any portion thereof or derived therefrom;
- (k) **“Royalty”** means 1% of Net Returns from the Property;
- (l) **“Transfer”** when used as a verb, shall mean to sell, grant, assign, encumber, pledge or otherwise commit or dispose of, directly or indirectly, including through mergers, consolidations or asset purchases. When used as a noun, **“Transfer”** shall mean a sale, grant, assignment, pledge or disposal or the commitment to do any of the foregoing, directly or indirectly, including through mergers, consolidations or asset purchases;

2. ROYALTY INTEREST

- (a) **Grant of Royalty.** The Grantor does hereby grant the Royalty to the Grantee in perpetuity, subject to the terms and conditions of this Agreement. The Royalty shall run with the Property, and shall be registered by the Grantee against title to the Property.
- (b) **Direct Real Property Interest.** The Grantor hereby acknowledges and agrees that the Royalty is an interest in land and a direct real property interest in the Property and the Minerals (while contained in the Property), and in the Grantor's estate, right, title and interest therein granted by the Grantor, in favour of the Grantee, provided that such interest shall be satisfied in respect of any particular Mineral by the payment to the Grantee of the Royalty in respect thereof. The Royalty shall continue in perpetuity, it being the intent of the Parties that the Royalty will constitute a covenant running with the Property and the Minerals (while contained in the Property) and all successions thereof (whether created privately or through governmental action), and will be binding upon and enure to the benefit of the Parties and their respective successors and assigns.
- (c) **Expropriation.** In the event that the Property, or any part thereof, is affected by an expropriation or notice or advice from any Governmental Authority of an intention to expropriate or a sale in lieu of expropriation, or any intention from any Governmental Authority to revoke, limit, suspend or refuse to renew any mining right, the Grantor undertakes to notify the Grantee in writing within three (3) Business Days of such receipt. Unless the Grantor, after having informed the Grantee of its intention to do so, contests forthwith upon receipt of such notice and in order to protect its own and Grantee's interests in the Property, the Grantor further authorizes the Grantee to make representations before any Governmental Authority in order to protect the Grantee's interest in the Property.
- (d) **Reacquired Interest.** In the event the Grantor or any of its Affiliates or any successor or assignee of it surrenders, allows to lapse or otherwise terminates its interest in any portion or all of the Property, and at any time from and after the date of such surrender, lapse or other termination, reacquires a direct or indirect interest in respect of the lands covered by the former property, then the Royalty shall apply to such interest so reacquired. The Grantor shall give written notice to the Grantee within ten (10) days of any acquisition or reacquisition thereof and shall take all steps required to register the Royalty against the new mineral titles.
- (e) **Assignment of Property Interest By the Grantor.** The Grantor shall not assign any of its interests in Property without first obtaining a novation agreement from the assignee acknowledging the royalty interests of the Grantee therein and agreeing to be bound by the terms of this Agreement as if it were the "Grantor".

3. GRANTOR'S OPERATIONS

- (a) **Further Processing.** The Grantor may, but is not obligated to, beneficiate, mill, sort, concentrate, refine, smelt or otherwise process or upgrade the Minerals Produced from ores mined from the Property prior to sale, transfer, or conveyance to a purchaser, user or consumer other than the Grantor. The Grantor shall not be liable for mineral values lost in such processing except for losses resulting from the bad faith or gross negligence of the Grantor.
- (b) **Weighing and Sampling – Commingling.** All ores, materials or products containing Minerals shall be weighed or measured, sampled and analyzed in accordance with the Grantor's standard mining and metallurgical practices. After such weights, measurements or samples are taken, at its discretion, the Grantor may mix or commingle such ores, materials or products with ores, materials or products from other properties or sources.
- (c) **Information to Grantee.** All payments of the Royalty hereunder shall be accompanied by a smelter settlement sheet or other evidence of sale indicating the weight of materials received, contained mineral values and a statement of the Grantor as to the deductions made. If no Royalty is due to the Grantee for any pay period, the Grantor shall nonetheless provide the Grantee with a statement showing in reasonable detail the quantities of Minerals Produced from the Property.
- (d) **Mining Methods – No Implied Covenants.** The Grantor shall have the sole and exclusive right to determine the timing and the manner of any production from the Property and all related exploration, development, operational and mining activities. Nothing in this Agreement shall require the Grantor to explore, develop or mine or continue operations on the Property or to process ores from the Property. The Grantor shall not be responsible for nor be obliged to make any Royalty payments for values lost in any mining or processing of the Minerals conducted pursuant to customary mining practices. The Grantor shall not be required to mine or to preserve or protect the Minerals which under customary mining practices cannot be mined or shipped at a reasonable profit at the time mined.
- (e) **Retention of Inventory.** The Grantor may, but is not obligated to, retain ore or treated ore products containing Minerals as inventory for any length of time and for any reason. At the Grantee's reasonable request, the Grantor shall deliver to the Grantee a monthly statement of such inventory, but the Grantee shall have no right to any Royalty payments until the Grantor actually delivers and sells the Minerals. Raw Minerals stockpiles are not subject to the Royalty until treated and the products are delivered and sold.
- (f) **Insurance Proceeds for Loss.** In the event the Grantor or any of its Affiliates receives insurance proceeds for loss of Minerals from the Property or in connection with business interruption relating to operations pertaining to the Property, the Grantor shall pay to the Grantee the relevant Royalty percentage of any such insurance proceeds, which are received by the Grantor or any of its Affiliates for

such loss of production. The Grantor shall pay such amount in cash within ten (10) days of the Grantor receiving such insurance proceeds in cash by wire transfer to an account to be designated by the Grantee and notified to the Grantor in writing at least three (3) Business Days prior to the payment date. The gross proceeds received by Grantor on account of: (a) the lost or damaged Minerals; or (b) loss relating to business interruption, shall be conclusively determined by the final, uncontested insurance settlement documents.

4. ROYALTY TRANSFER

The Grantee shall have the right to Transfer all or any part of the Royalty and its rights under this Agreement to any person without prior notice to, or the consent of, the Grantor. The Grantee shall provide notice in writing to the Grantor of any such Transfer.

5. PAYMENT OF ROYALTY

- (a) **Frequency of Payment of Royalty.** The Royalty shall be due and payable within thirty (30) days after the end of each calendar quarter in which the Gross Value accrues. The Grantee shall not have the right to take its Royalty “in kind”.
- (b) **Method of Making Payments.** All Royalty payments required to be made hereunder shall be mailed, delivered to the Place of Delivery or paid by direct deposit to the Grantee's bank account. Payments shall be made in full without set off or counterclaim and free of and without deductions or withholdings for any taxes, unless such withholdings are required by applicable law.
- (c) **Default and Interest.** In the event that any payment required to be made to the Grantor or the Grantee hereunder is not made when due, then all unpaid amounts shall bear interest at the rate equal to 5.0%, compounded quarterly on the last day of each quarter until such credit/payment and accrued interest is paid in full.
- (d) **Records and Inspection.** All books and records used by the Grantor to calculate the Royalty shall be kept in accordance with generally accepted accounting principles. The Grantee may, upon reasonable notice to the Grantor, inspect such books and records used to calculate the Royalty. No inspections taken hereunder shall be in derogation of the Grantee's right to make objections as described in Section 5(d).
- (e) **Objections.** All Royalty payments shall be considered final and in full satisfaction of all obligations of the Grantor with respect thereto, unless the Grantee gives the Grantor written notice describing and setting forth a specific objection to the calculation thereof within one hundred eighty (180) days after receipt by the Grantee of the quarterly statement provided for herein. If an audit of production records is timely requested by the Grantee, then for up to a period of ninety (90) days following receipt of the Grantee's objection, such audit shall be performed of the Grantor's records and accounts relating to the Royalty calculation by an independent certified public accountant acceptable to the Grantor at reasonable times and upon reasonable notice to the Grantor. If such audit determines that there

has been a deficiency or an excess in the payment made to the Grantee such deficiency or excess shall be resolved by adjusting the next quarterly Royalty payment due hereunder. The Grantee shall pay all costs of such audit unless a deficiency in the payment made to the Grantee is determined to exist, in which event the Grantor shall pay such costs. Failure on the part of the Grantee to make claim on the Grantor for adjustment in the one hundred eighty (180) day period referenced above shall conclusively establish the correctness of the statement and preclude the filing of exceptions thereto or the making of any claim for adjustment thereon for the calendar quarter in question.

- (f) **Application to Reprocessed and Other Materials.** If the Grantor reprocesses any mill tailings or any residues from the Property, the Royalty shall be payable only upon any Minerals recovered therefrom. The Grantee shall not be entitled to any royalties on ores or minerals produced from other properties which are otherwise processed at the Property by the Grantor.

6. NOTICES

All notices required or permitted to be given hereunder shall be given in writing and shall be sent by the parties by e-mail to the address set forth below or to such other e-mail address as either party may later designate by like notice to the other:

- (i) to the Grantor at:

Galloper Gold Corporation
550 Burrard St #2900
Vancouver, British Columbia V6C 0A3

Attention: Rav Mlait, Director

Email: [REDACTED]

- (ii) to the Grantee at:

Sassy Resources Corporation
Suite 400 - 1681 Chestnut Street
Vancouver, British Columbia V6J 4M6

Attention: Mark Scott, President and Chief Executive Officer

Email: [REDACTED]

All notices required or permitted to be given hereunder shall be deemed to have been given on the day sent by e-mail, or if such day is not a business day, the next business day.

7. INTERPRETATION

- (a) **Governing Law.** This Agreement shall be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein (without regard to its laws relating to any conflicts of laws). The courts of the Province of British

Columbia shall have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

- (b) **Performance.** The failure of the Grantee or the Grantor to insist on the strict performance of any provision of this Agreement or to exercise any right, power or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit the Grantee's or the Grantor's right thereafter to enforce any provision or exercise any right hereunder. A waiver of any provision of this Agreement shall not be effective unless in writing and signed by the party against whom it is to be enforced.
- (c) **Invalidity of Provisions.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.
- (d) **Enurement.** This Agreement shall be binding on and shall enure to the benefit of the respective heirs, executors, administrators, legal representatives, successors and permitted assigns of the Grantee and the Grantor.
- (e) **Currency.** Unless explicitly indicated otherwise, all dollar amounts or "\$" referred to in this Agreement are in lawful currency of Canada.
- (f) **Rule Against Perpetuities.** If any right, power or interest of either party under this Agreement would violate the rule against perpetuities or equivalent rule under applicable law, then the term or other provision of such right, power or interest shall automatically be revised and reformed as necessary to comply with the rule under applicable law, and this Agreement shall not be terminated solely as a result of a violation of the rule against perpetuities or equivalent rule under applicable law.

8. GENERAL

- (a) **Modifications in Writing.** No modification or amendment of this Agreement shall be valid unless made in writing and duly executed by the Grantee and the Grantor.
- (b) **Recording.** This Agreement shall be registered in the Confidential Agreements Registry maintained by the Mineral Claims Recorder for the Province of Newfoundland and Labrador.
- (c) **No Prior Agreements.** This Agreement and the Option Agreement contains the entire understanding of the Grantee and the Grantor and supersedes all prior

agreements and understandings between the Grantee and the Grantor relating to the subject matter hereof.

- (d) **Counterparts.** This Agreement may be executed in several counterparts by original or telefacsimile signature, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date and year first above written.

GALLOPER GOLD CORPORATION

Per:

Rav Mlait
Director

I have authority to bind the Corporation

SASSY RESOURCES CORPORATION

Per:

Mark Scott
President and Chief Executive Officer

I have authority to bind the Corporation

SCHEUDLE “A”

PROPERTY: LIST OF MINERAL RIGHTS

Property	License	Claims	Hectares	Cost	Issue Date
Gander East	33259M	256	6400	16640	2021-08-16
Gander East	33260M	256	6400	16640	2021-08-16
Gander East	33261M	190	4750	12350	2021-08-16
Gander East	33262M	256	6400	16640	2021-08-16
Gander East	33264M	200	5000	13000	2021-08-16
Gander East	33265M	119	2975	7735	2021-08-16
Gander East	33266M	50	1250	3250	2021-08-16
		1327	33175	86255	
Gander East	033370M	106	2650	6890	2021-09-06
Gander East	033371M	252	6300	16380	2021-09-06
Gander East	033372M	64	1600	4160	2021-09-06
Gander East	033373M	55	1375	3575	2021-09-06
Gander East	033374M	108	2700	7020	2021-09-06
Gander East	033377M	138	3450	8970	2021-09-06
Gander East	033378M	150	3750	9750	2021-09-06
Gander East	033375M	256	6400	16640	2021-09-06
Gander East	033381M	155	3875	10075	2021-09-06
Gander East	033441M	222	5550	14430	2021-09-23
		1506	37650	97890	

Property	Licence No.	Claims
Gander East	032803M	256
Gander East	032804M	184
Gander East	032955M	256
Gander East	032956M	256
Gander East	032957M	172
Glover Island	033016M	225
Glover Island	033017M	29
Triple Point	033015M	110
Triple Point	033014M	256
Triple Point	033013M	256
Long Range	033871M	184
Long Range	033870M	256
TOTAL		2,440