

PURCHASE AGREEMENT

THIS AGREEMENT is made as of the 12th day of December, 2019 (the “**Effective Date**”).

AMONG:

DNA CANADA INC., a Québec corporation with offices at 5151 Jean Talon Est, Suite 280, St. Léonard, Québec H1S 0A6

(“**DNA**”)

AND:

SECOVA METALS CORP., a Canadian corporation with offices at 488-1090 West Georgia Street, Vancouver, British Columbia V6E 3V7

(“**Secova**”)

WHEREAS:

- A. DNA is the legal and beneficial owner of a 100% interest in 152 mining claims and one mining concession comprising the Property (as defined herein), located in the County of Portneuf, Québec.
- B. DNA is the legal and beneficial owner of certain Immovable Assets (as defined herein) and Property Data;
- C. DNA has agreed to sell and Secova has agreed to purchase the Property, the Immovable Assets and the Property Data pursuant to the terms and conditions of this Agreement.

In consideration of the mutual promises, covenants, conditions, representations and warranties set out in this Agreement, the parties agree as follows:

1. INTERPRETATION

1.1 **Definitions.** For the purposes of this Agreement, the following words and phrases shall have the meaning as ascribed to each below:

- (a) “**Agreement**” means this purchase agreement, as may be amended from time to time.
- (b) “**Applicable Law**” means:
 - (i) any domestic (federal, provincial, territorial or municipal) statute, law (including common law), code, ordinance, rule, regulation, restriction or by-law (zoning or otherwise);

- (ii) any judgment, order, writ, injunction, directive, decision, ruling, decree or award;
- (iii) any regulatory policy, practice or guideline;
- (iv) any published administrative position; or
- (v) the rules and policies of the TSXV;

binding on the Person referred to in the context in which the term is used or binding on the property of that Person referred to in the context in which the term is used.

- (c) “**Assumed Liabilities**” mean the liabilities of DNA listed on Schedule “A”
- (d) “**Business Day**” means a day other than a Saturday or Sunday on which Canadian chartered banks are open for the transaction of regular business in the City of Vancouver, British Columbia.
- (e) “**Closing**” means the closing of the property sale and purchase transaction as contemplated under this Agreement.
- (f) “**Closing Date**” means the date on which Closing occurs.
- (g) “**Encumbrance**” means any charge, claim, mortgage, lien, option, pledge, security interest or other restriction of any kind and any agreement, right, option or privilege capable of becoming the foregoing.
- (h) “**Environmental Laws**” means laws aimed at or relating to reclamation or restoration of properties; abatement of pollution; protection of the environment; protection of wildlife, including endangered species; ensuring public safety from environmental hazards; protection of cultural or historic resources; management, treatment, storage, disposal or control of, or exposure to, Hazardous Substances; releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or Hazardous Substances, including ambient air, surface water and groundwater; and all other laws relating to the manufacturing, processing, distribution, use, treatment, storage, disposal, handling or transport of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes.
- (i) “**First Nations Claims**” means any and all claims (whether or not proven) by any person to or in respect of:
 - (a) rights, title or interests of any First Nations Group by virtue of its status as a First Nations Group;
 - (b) treaty rights;
 - (c) Métis rights, title or interests; or

- (d) specific or comprehensive claims being considered by the Government of Canada;

and includes any alleged or proven failure of the Crown to satisfy any of its duties to any claimant of any of the foregoing.

- (j) **“First Nations Group”** means any Indian band, first nation, Métis community or aboriginal group, tribal council, band council or other aboriginal organization in Canada;
- (k) **“Governmental Authority”** means any domestic government, whether federal, provincial, territorial, local, regional, municipal, or other political jurisdiction, and any agency, authority, instrumentality, court, tribunal, board, commission, bureau, arbitrator, arbitration tribunal or other tribunal, or any quasi-governmental or other entity, insofar as it exercises a legislative, judicial, regulatory, administrative, expropriation or taxing power or function of or pertaining to government.
- (l) **“Hazardous Substances”** means any waste or other substance that is prohibited, listed, defined, designated or classified as dangerous, hazardous, radioactive, corrosive, explosive, infectious, carcinogenic, mutation or toxic or a pollutant or a contaminant under or pursuant to, or that could result in liability under, any applicable Environment Laws including petroleum and all derivatives thereof or synthetic substitutes therefor, hydrogen sulphide, arsenic, cadmium, lead, mercury, polychlorinated biphenyls (“PCBs”), PCB-containing equipment and material, mold, asbestos, asbestos-containing material, urea-formaldehyde, urea-formaldehyde-containing material and any other material or substance that may impair the natural environment, the health of any individual, property or plant or animal life;
- (m) **“Immovable Assets”** means the buildings, immoveables and other assets and permits described in Schedule “D” hereof;
- (n) **“Notre-Dame de Montauban Liabilities”** means the amounts which are outstanding to the city of Notre-Dame de Montauban with regards to the current lease.
- (o) **“Person”** will be interpreted broadly to include individuals, firms, corporations, companies, partnerships, trusts, joint ventures, associations or other legal or business entities.
- (p) **“Property”** means those 152 mining claims and the mining concession described in Schedule “C” to this Agreement, together with the surface rights, mineral rights, personal property and permits associated therewith and shall include any renewal thereof and any other form of successor or substitute title thereto.
- (q) **“Property Data”** means all data related to the Property in the possession of DNA, including all digital data and paper form of information related to the Property and not limited to but including maps, surveys, section drawings, plots, assays, drilling

results, geophysical, geological, geochemical, geotechnical, metallurgical information, whether historical or from the work carried out by DNA on the Property.

- (r) "TSXV" means the TSX Venture Exchange.
- (s) "TSXV Acceptance" means TSXV acceptance for filing of Secova related to this Agreement.
- (t) "Yacoub Royalty" means the 1% net smelter returns royalty payable to Fayz Yacoub in accordance with the terms listed on Schedule "E".

- 1.2 **Construction.** Where any representation, warranty or other statement in this Agreement is expressed to be made by DNA, to its knowledge or is otherwise expressed to be limited in scope to facts or matters known to DNA, or of which DNA is aware, it shall mean the actual knowledge of the President of DNA after due inquiry.
- 1.3 **Performance on Business Day.** If any action is required to be taken pursuant to this Agreement on or by a specified date that is not a Business Day, the action is validly taken if taken on or by the next succeeding Business Day.
- 1.4 **Currency.** All references in this Agreement to dollar amounts or "\$" are to Canadian dollars.
- 1.5 **Schedules.** The following Schedules attached to this Agreement are an integral part of this Agreement:

Schedule "A"	-	Assumed Liabilities
Schedule "B"	-	Notre-Dame de Montauban Liabilities
Schedule "C"	-	Property Description
Schedule "D"		Immovable Assets
Schedule "E"	-	Yacoub Royalty Terms

2. REPRESENTATIONS AND WARRANTIES

2.1 **DNA Representations and Warranties.** DNA represents and warrants to Secova as follows and acknowledge that Secova is relying on these representations and warranties in connection with the transactions contemplated by this Agreement and that Secova would not complete such transaction without these representations and warranties:

- (a) **Organization and Corporate Power.** DNA is duly incorporated and organized, and is validly subsisting, under the laws of the Province of Québec, and is up-to-date in the filing of all corporate and similar returns under the laws of that jurisdiction. DNA has all necessary corporate power and authority to own or lease or dispose of the Property, the Immovable Assets and the Property Data, to enter into this Agreement and all agreements, forms and instruments required by this Agreement to be delivered by it, and to perform its obligations hereunder and thereunder.

- (b) Authorization. All necessary corporate action has been taken by DNA to authorize its execution and delivery of this Agreement and all agreements, forms and instruments required by this Agreement to be delivered by it and the performance of its obligations hereunder and thereunder.
- (c) Enforceability. This Agreement constitutes a legal, valid and binding obligation of DNA except: (i) as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws of general application affecting enforcement of creditors' rights generally; and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.
- (d) Legal and Beneficial Ownership of Property. DNA is the legal and beneficial owner of a one hundred percent (100%) interest in and to mining claims and mining concession that comprise the Property and has good right, full power and authority to sell and deliver to Secova its legal and beneficial ownership in and to the Property, free and clear of all Encumbrances other than the Yacoub Royalty.
- (e) Legal and Beneficial Ownership of Immovable Assets. DNA is the Legal and beneficial owner of a one hundred percent (100%) interest in and to the Immovable Assets and has good right, full power and authority to sell and deliver to Secova its legal and beneficial ownership in and to the Immovable Assets, free and clear of all Encumbrances.
- (f) Access to Information. DNA has provided Secova with access to full and complete copies of all information in respect of the mining claims comprising the Property, including any scientific and technical data, assays, drill logs, samples, geophysical, geochemical and engineering data and DNA has the sole right, title and ownership of all such information, data, reports and studies.
- (g) No Violation. The execution, delivery and performance of this Agreement by DNA, and the completion of the transactions contemplated herein by DNA, will not constitute or result in a violation, breach or default under:
- (i) any term or provision of any of the constating documents of DNA;
 - (ii) any Applicable Law;
 - (iii) the terms of any indenture, agreement (written or oral), instrument or understanding or other obligation or restriction to which DNA is a party or by which it is bound;
 - (iv) give rise to any rights of first refusal or rights of first offer in respect of the Property; or
 - (v) result in the imposition of a lien upon the Property, the Immovable Assets or the Property Data.

- (h) Regulatory Approvals. DNA is not required to obtain any regulatory approvals prior to the completion of the transactions contemplated under this Agreement.
- (i) No Consents. No consent, approval, order, registration, notice, declaration or filing with, any Governmental Authority, or other Person is required to be obtained by DNA in connection with the execution and delivery of this Agreement or any of the agreements, forms and instruments contemplated hereby, or the consummation by DNA of the transactions contemplated hereby or thereby.
- (j) Other Agreements. DNA is not currently in any discussions or negotiations with any other Person with respect to the sale or other disposition of its interest in and to the Property, the Immovable Assets or the Property Data and DNA has not entered into any other agreement with respect to its interest in and to the Property, the Immovable Assets or the Property Data that is currently valid and outstanding. There is no other contract, option or any other right of another Person binding upon or at some future date, may become binding on DNA to sell, transfer, assign, pledge, charge, mortgage or in any other way dispose of or encumber the Property, the Immovable Assets or the Property Data other than pursuant to the provisions of this Agreement.
- (k) Outstanding Claims or Challenges. There are no claims or challenges against or to the ownership of or title to the Property, the Immovable Assets or the Property Data. Further, there are no outstanding obligations or any agreements or options to acquire or purchase the Property or any portion thereof. DNA is not aware of any defects, failures or impairments in the title to the Property. There is no action, suit, proceeding or inquiry pending or threatened by any Person. DNA has not received any notice, whether written or oral, from any Governmental Authority of any revocation or intention to revoke any interest of DNA in the Property or the Immovable Assets.
- (l) Royalty Interests. There does not exist any royalty or other interest whatsoever, in the non-precious metals or the precious metals contained in or from any part of the Property other than the Yacoub Royalty.
- (m) Bankruptcy. DNA is not an insolvent Person under the *Bankruptcy and Insolvency Act* (Canada) and has not made an assignment in favour of its creditors or a proposal in bankruptcy to its creditors or any class thereof, and no petition for a receiving order has been presented in respect of it. DNA has not initiated proceedings with respect to a compromise or arrangement with its creditors or for its winding up, liquidation or dissolution. No receiver or interim receiver has been appointed in respect of it or any of DNA's undertakings, property or assets (including the Property, the Immovable Assets or the Property Data) and no execution or distress has been levied on any of its undertakings, property or assets (including the Property, the Immovable Assets or the Property Data), nor have any proceedings been commenced in connection with any of the foregoing.

- (n) Material Information. DNA has advised Secova of all of the material information relating to, and has provided all material documentation that is in the possession of DNA in respect of the Property, the Immovable Assets and the Property Data.
- (o) Proceedings. There are no actions, suits, proceedings, inquiries or investigations existing, pending or, to the knowledge of DNA after due inquiry, threatened against or which adversely affect DNA or to which any of DNA's assets are subject, at law or equity, or before or by any Governmental Authority.
- (p) Payments. All taxes, assessments, rentals, levies or other payments related to the Property to be made to any Governmental Authority have been made.
- (q) Mining Claims and Mining Concession Comprising the Property. The Property is accurately described in Schedule "D" to this Agreement.
- (r) Shareholder Approval. DNA represents and warrants that it has obtained shareholder approval in order to complete the transactions contemplated by this Agreement.
- (s) Property Assessment Work. All assessment work has been performed and filed, all taxes, royalties, rentals, fees, expenditures and other payments in respect thereof have been paid or incurred and all filings in respect thereof have been made to maintain the Property in good standing until the applicable claim expiry dates as set out in Schedule "C" to this Agreement. Notwithstanding for foregoing, DNA represents and warrants that for the claims (the "Expired Claims"), referenced on Schedule "D" that have an expiry date prior to the Closing Date have had all assessment work performed and filed by DNA in order to keep the Expired Claims in good standing. DNA represents and warrants that the Expired Claims will continue to be in good standing once processed by the Quebec Ministry of Energy and Natural Resources.
- (t) Outstanding Obligations and Liabilities. DNA is not aware of any outstanding obligations or liabilities, contingent or otherwise, under any applicable environmental laws, mining or other law, including reclamation or rehabilitation work, associated with the Property or arising out of past exploration, development and/or mining activities carried out thereon other than ongoing obligations for claim maintenance fees.
- (u) Environmental Matters. (i) DNA and its subsidiaries have carried on their operations on the Property in compliance with all applicable Environmental Laws and the Property complies with all applicable Environmental Laws. (ii) The Property is not subject to any contingent or other liability relating to (a) the restoration or rehabilitation of land, water or any other part of the environment, or (b) non-compliance with Environmental Laws. (iii) The Property has not been used to generate, manufacture, refine, treat, recycle, transport, store, handle, dispose of, transfer, produce or process Hazardous Substances, except in compliance in all material respects with all Environmental Laws. Neither DNA nor any of its

subsidiaries has caused or permitted the Release of any Hazardous Substances at, in, on, under or from the Property, except in compliance, individually or in the aggregate, with all Environmental Laws. All Hazardous Substances handled, recycled, disposed of, treated or stored on or off site of the Property by DNA or its subsidiaries have been handled, recycled, disposed of, treated and stored in material compliance with all Environmental Laws. There are no Hazardous Substances at, in, on, under or migrating from the Property, except in material compliance with all Environmental Laws. (iv) Neither DNA nor its subsidiaries has treated or disposed of, or arranged for the treatment or disposal of, any Hazardous Substances at any location: (a) listed on any list of hazardous sites or sites requiring remedial action issued by any Governmental Authority; (b) to the knowledge of DNA, proposed for listing on any list issued by any Governmental Authority of hazardous sites or sites requiring Remedial Action, or any similar federal, state or provincial lists; or (c) which is the subject of enforcement actions by any Governmental Authority that creates the reasonable potential for any proceeding, action, or other claim against DNA or its subsidiaries. The Property is not proposed for listing on any list issued by any Governmental Authority of hazardous sites or sites requiring Remedial Action or is the subject of Remedial Action. (v) Neither DNA nor any of its subsidiaries has caused or permitted the Release of any Hazardous Substances on or to the Property in such a manner as: (a) would reasonably be expected to impose Liability for cleanup, natural resource damages, loss of life, personal injury, nuisance or damage to other property, except to the extent that such Liability would not have a Material Adverse Effect on DNA or its subsidiaries; or (b) would be reasonably expected to result in imposition of a lien, charge or other encumbrance or the expropriation of the Property. (vi) Neither DNA nor any of its subsidiaries has received from any Person or Governmental Authority any notice, formal or informal, of any proceeding, action or other claim, Liability or potential Liability arising under any Environmental Law that is pending as of the date of this Agreement.

- (t) First Nations Claims. DNA has not received any written First Nations Claim which affects the Property, nor to the knowledge of DNA has any First Nations Claim been threatened which relates to the Property. DNA and its subsidiaries have no outstanding agreements, memorandums of understanding or similar arrangements with any First Nations Group. There are no ongoing or outstanding discussions, negotiations, or similar communications with or by any First Nations Group concerning DNA or the Property.
- (u) NGOs. No dispute between DNA or any of its subsidiaries and any non-governmental organization, community, or community group exists or, to the knowledge of DNA, is threatened or imminent with respect to the Property.
- (v) Liabilities. The Assumed Liabilities do not exceed \$100,000. The Notre-Dame de Montauban Liabilities are as more fully outlined in Schedule B hereto.

2.2 Secova Representations and Warranties. Secova represents and warrants to DNA as follows and acknowledges that DNA is relying on these representations and warranties in connection with the transaction contemplated by this Agreement and that DNA would not complete such transactions without these representations and warranties:

- (a) Organization and Corporate Power. Secova is a corporation duly incorporated and organized, and is validly subsisting, under the laws of Canada and is up-to-date in the filing of all corporate and similar returns under the laws of that jurisdiction and is in good standing under the laws of such jurisdiction. Secova has all necessary corporate power and authority to acquire the Property, the Immovable Assets and the Property Data, to enter into this Agreement, and to perform its obligations hereunder and thereunder.
- (b) Authorization. All necessary corporate action has been taken by Secova to authorize its execution and delivery of this Agreement and the agreements, forms and documentation required by this Agreement to be delivered by it and the performance of its obligations hereunder and thereunder.
- (c) Enforceability. This Agreement constitutes a legal, valid and binding obligation of Secova except (i) as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws of general application affecting enforcement of creditors' rights generally and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.
- (d) No Violation. The execution, delivery and performance of this Agreement by Secova, and the completion of the transactions contemplated hereby, will not constitute or result in a violation, breach or default under:
 - (i) any term or provision of any of the constating documents of Secova;
 - (ii) any Applicable Law; or
 - (iii) the terms of any indenture, agreement (written or oral), instrument or understanding or other obligation or restriction to which Secova is a party or by which it is bound.

2.3 Covenants of DNA. DNA hereby acknowledge, agree and covenant with and to Secova that it will provide Secova with at least 48 hours' notice with respect to any public disclosure being made relating to the matters covered by this Agreement. Secova shall be given an opportunity to make reasonable comments on such disclosure and DNA will consider inclusion of such comments, acting reasonably. DNA further agrees to use best efforts to satisfy the conditions precedent set forth in section 6 in an expedient manner following the date hereof and to refrain from taking any actions which may render the representations and warranties contained in this agreement untrue.

3. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

3.1 The respective representations, warranties and covenants of each of the parties as set out in Part 2 of this Agreement, will be true and correct as of both the Effective Date and the Closing Date and each such representation, warranty and covenant will survive and shall continue in full force and effect for a period of two years following the Closing Date.

4. SALE OF THE PROPERTY

4.1 DNA hereby agrees to sell to Secova, one hundred percent (100%) of the undivided legal and beneficial right, title, and interest in and to (i) the Property, together with all improvements, rights, and privileges incidental or belonging to the Property; (ii) the Immovable Assets; and (iii) the Property Data; free and clear of all Encumbrances.

5. PURCHASE PRICE

5.1 In consideration for an undivided one hundred percent (100%) interest in and to the Property, the Immovable Assets and the Property Data, Secova hereby agrees to:

- (a) Deliver 15,000,000 Secova Shares to DNA on the date that is four months and one day following the Closing Date (the “**First Tranche Shares**”);
- (b) Deliver 15,000,000 Secova Shares to DNA on the date that is eight months following the Closing Date; (the “**Second Tranche Shares**”)
- (c) Deliver 20,000,000 Secova Shares to DNA on the date that is 12 months following the Closing Date (the “**Third Tranche Shares**”); and
- (d) Assume the Assumed Liabilities up to \$100,000 and the Notre-Dame de Montauban Liabilities.

5.2 \$969,000 of the purchase price will be allocated to the Immovable Assets in the amounts set forth at Schedule “D”. The remainder of the purchase price will be allocated to goodwill.

5.3 DNA covenants and agrees with Secova that it will distribute the First Tranche Shares, the Second Tranche Shares and the Third Tranche Shares to its shareholders within 90 days of the issuance of each tranche by Secova. The parties agree that if the distribution of a particular tranche of shares will result in the creation of a new “Insider” (as such term is defined in the TSXV Corporate Finance Manual) of Secova, that further issuances will be delayed until the TSXV accepts the creation of such new Insider.

6. CONDITIONS PRECEDENT

6.1 The obligations of the parties under this Agreement are first subject to Secova obtaining the TSXV Acceptance.

- 6.2 The representations and warranties of DNA and Secova contained in this agreement and in any certificates delivered pursuant to or in connection with this agreement, must be true and correct in all material respects at the time of closing, with the same force and effect as if made on and as at the time of closing, after giving effect to the transactions contemplated by this Agreement, as evidenced by a certificate of a senior officer of DNA and Secova, respectively.
- 6.3 The obligations of Secova under this Agreement are subject to Secova having obtained any surface rights it reasonably requires (but in accordance with past practice of DNA) in order to access the Property and the Immovable Assets, including, but not limited to a new lease with Notre-Dame-de-Montauban.

7. CLOSING ARRANGEMENTS

- 7.1 The parties will hold the Closing on the Closing Date, at such time as agreed to by DNA and Secova and at the offices of Secova in Vancouver, British Columbia or at such other place as agreed to by DNA and Secova.
- 7.2 At Closing, DNA will deliver the following to Secova:
- (a) a transfer form, in a form acceptable to Secova for the express purpose of transferring registered title to the Property into the name of Secova or a nominee designated by Secova;
 - (b) a favourable title opinion addressed to Secova in respect of the Property;
 - (c) any evidence regarding the ownership and transfer of the Immovable Assets as Secova may reasonably request and customary to similar type transaction;
 - (d) evidence representing the amount outstanding under the Assumed Liabilities and the Notre-Dame de Montauban; and
 - (e) any and all Property Data, not provided to Secova prior to Closing.
- 7.3 Once the transfer form referred to in section 7.2(a) is properly registered Secova will, at its option, assume the accounts representing the Assumed Liabilities, or pay them out. In all cases, the total liability of Secova under this section 7.3 shall not exceed \$100,000.

8. POST-CLOSING CONDITIONS

- 8.1 Within 20 Business Days of the Closing, Secova shall file the transfer form with the office of the public register of real and immovable mining rights kept at the Quebec Ministry of Energy and Natural Resources and have registered title to the quartz mining claims comprising the Property transferred into the name of Secova or a designated nominee of Secova in accordance with the provisions of the Quebec Mining Act, RSQ, c M-13 and all applicable Quebec legislation. All fees related to such transfer shall be borne by Secova.

9. TERMINATION

9.1 Unless otherwise agreed to in writing by the parties, Secova may terminate this Agreement if the Closing has not occurred on or before March 31, 2020.

9.2 In the event of termination of this Agreement, pursuant to Section 9.1, this Agreement will immediately become void and have no effect, without any liability or obligation on the part of any of the parties, provided, that no such termination will relieve any party from any liability or damages resulting from a pre-termination breach of this Agreement or fraud, in which case the non-breaching parties will be entitled to all rights and remedies available at law or in equity.

10. CONFIDENTIAL INFORMATION

10.1 Effective at Closing, the Property Data will become the exclusive property of Secova and thereafter DNA and its respective employees, agents or representatives shall treat all Property Data as confidential and subject to Section 10.2 hereof, shall not disclose, divulge, publish, transcribe, or transfer all or any portion of the Property Data, to any other party.

10.2 The confidentiality provisions of Section 10.1 shall not apply to:

- (a) Previous Disclosure. The disclosure of Property Data made by DNA prior to Closing as part of its continuous disclosure requirements under applicable securities laws and the policies of the TSXV.
- (b) Post-Closing Disclosure. Any disclosure of Property Data made by DNA following Closing:
 - (i) as part of its continuous disclosure requirements under applicable securities laws and the policies of the TSXV; and
 - (ii) as required to be made to a Governmental Authority for but not limited to, corporate or taxation purposes, in the normal course of business.
- (c) Third Party Disclosure. Such portion of the Property Data that becomes generally disclosed to the public, other than as a consequence of a breach of Section 10.1 hereof by DNA.

10.3 On the Closing Date, DNA will request all third parties which have Property Data to destroy or return such information to DNA forthwith. DNA will use commercially reasonable efforts to enforce the return or destruction of such Property Data by third parties.

10.4 Notwithstanding the provisions of Section 10.1 or Section 10.2 hereof, each of DNA, and Secova agree to provide the other parties with the text of any proposed news release related to this Agreement at least five (5) Business Days prior to the public dissemination of such news release. The parties receiving such proposed news release shall review and comment on the text thereof within two (2) Business Days of receipt. The party proposing the news release shall in good faith

review the comments provided and shall take reasonable steps to modify the news release to incorporate any such comments.

11. NOTICES

11.1 Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, by registered mail or transmitted by other means of recorded electronic communication (such as e-mail or portable document format), addressed as follows:

In the case of DNA:

DNA Canada Inc.
5151 Jean Talon Est., Suite 280
Montréal, Québec H1S 0A6

Attention: Peter Comito, President
e-mail: peter.comito@dnacanadainc.ca

In the case of Secova:

Secova Metals Corp
488-1090 West Georgia Street,
Vancouver, British Columbia V6E 3V7

Attention: Brad Kitchen, President
e-mail: pbkitchen@gmail.com

Any such notice or other communication shall be deemed to have been given and received on the Business Day on which it was delivered (in the case of personal delivery or delivery by registered mail) or transmitted (in the case of delivery by email or other means of recorded electronic communication); *provided that* if such notice or other communication is delivered after 5:00 p.m. on a Business Day in the place of receipt, it shall be treated as having been received on the next Business Day immediately following the date of delivery. Any party may change its address, facsimile number or email address for service from time to time by giving notice to the other parties in accordance with this Section 11.1.

12. GENERAL PROVISIONS

12.1 No consent or waiver expressed or implied by any party in respect of any breach or default by any other party in the performance by such other of its obligations hereunder shall be deemed or construed to be a consent to or a waiver of any other breach or default.

12.2 No investigation made by or on behalf of any party to this Agreement or any of their respective advisors or agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation or warranty made or incorporated by reference herein

by a party hereto or made pursuant thereto. No waiver by any party hereto of any condition, in whole or in part, shall operate as a waiver of any other condition.

12.3 Notwithstanding the right of any party hereto to fully investigate the affairs of the others, and notwithstanding any knowledge of facts determined or determinable by any other party hereto pursuant to such investigation or right of investigation, each of the parties hereto has the right to rely fully upon the representations, warranties, covenants and agreements of the other parties contained or otherwise incorporated by reference in this Agreement and of such other parties' officers, directors and agents delivered pursuant to this Agreement.

12.4 All statements contained in any certificate or other instrument delivered by or on behalf of any party pursuant hereto or in connection with the transactions contemplated by this Agreement shall be deemed to be made by such party hereunder.

12.5 DNA and Secova as the case may be (hereinafter referred to as the "Indemnifying Party"), hereby covenant and agree to indemnify and save harmless the others (herein referred to as the "Indemnified Parties"), effective as and from the date hereof, from and against any claims, demands, actions, causes of action, damage, loss, costs, liability or expense, including reasonable legal expenses (hereinafter in this Section 12.5 called "Claims") which may be made or brought against the Indemnified Parties and/or which it may suffer or incur as a result of, in respect of or arising out of any non-fulfillment of any covenant or agreement on the part of the Indemnifying Party under this Agreement or any incorrectness in or breach of any representation or warranty of the Indemnifying Party contained or incorporated by reference herein or in any certificate or other document furnished by the Indemnifying Party pursuant to or in relation hereto. The foregoing obligation of indemnification in respect of such claims shall be subject to the requirement that the Indemnifying Party shall, in respect of any Claim made by any third party, be afforded an opportunity at its sole expense to resist, defend and compromise the same in a timely manner.

12.6 The parties shall promptly execute or cause to be executed all documents, deeds, conveyances and other instruments of further assurance and do such further and other acts which may be reasonably necessary or advisable to carry out fully and effectively the intent and purpose hereof or to record wherever appropriate the respective interests from time to time of the parties in the Property.

12.7 This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns

12.8 In the event that one or more of the provisions of this Agreement is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

12.9 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

12.10 Time shall be of the essence in this Agreement.

12.11 The preamble and Schedules attached hereto shall be deemed to be incorporated in, and to form part of, this Agreement.

12.12 Wherever the neuter and singular is used in this Agreement it shall be deemed to include the plural, masculine and feminine, as the case may be.

12.13 Nothing contained in this Agreement shall be deemed to constitute any party hereto the partner of another, nor, except as otherwise herein expressly provided, to constitute any party as the agent or legal representative of the others. It is not the intention of the parties hereto to create, nor shall this Agreement be construed to create, any mining, commercial or other partnership. None of the parties hereto shall have any authority to act for or to assume any obligation or responsibility on behalf of the other parties, except as otherwise expressly provided herein.


12.14 This Agreement may be signed by the parties in counterparts and may be delivered by email or other means of recorded electronic communication, each of which when delivered will be deemed to be an original and all of which together will constitute one instrument.

[EXECUTION PAGE TO FOLLOW]

IN WITNESS WHEREOF the parties to this Agreement have executed this Agreement as of the day and year first above written.

DNA CANADA INC.

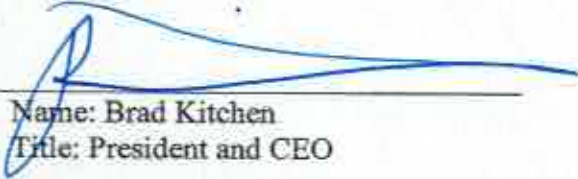
By:



Name: Peter Comito
Title: President

SECOVA METALS CORP.

By:



Name: Brad Kitchen
Title: President and CEO

SCHEDULE "A"
ASSUMED LIABILITIES

Schedule A

Assumed Liabilities

*Hydro Quebec (plant for transformer set-up)	20,000\$
*Revenue Quebec (mining credit claimed after opposition)	18,000\$
Petrie Raymond (company auditor)	25,000\$
Dunton Fairville (corporate lawyer Michel Lebouf)	10,000\$
*CLD (balance of \$150K loan against building)	27,000\$
Total	100,000\$

*Outstanding due amounts listed are approximate values and will be confirmed by DNA Canada Inc. Any amount greater than individual listed values will be covered by DNA Canada Inc.

SCHEDULE "B"

NOTRE DAME DE MONTAUBAN LIABILITIES

Schedule B - Notre-Dame-de-Montauban Liabilities



Municipalité de Notre-Dame-de-Montauban
555 avenue des Loisirs
Notre-Dame-de-Montauban
G0X 1W0 Tél : 418-336-2640

11 septembre 2019

PROPRIÉTAIRE : DNA Canada inc.
a/s Peter Conito

ADRESSE: 5151 Jean Talon Est
Suite 280
St-Léonard H1S 1K8

ADRESSE DE L'IMMEUBLE: Lot 144 & 145

OBJET: RAPPEL ANICAL

A qui de droit.

Il est regrettable de constater que nous n'avons pas
reçu le paiement final de votre compte.

Loyer 2014	27,352.68
Loyer 2015	28,518.40
Loyer 2016	29,084.08
Loyer 2017	27,952.71
Intérêts	59,592.32

173,100.19

TOTAL DÙ

Espérant recevoir votre paiement d'ici le 30 septembre
2019.


Manon Frenette,
Coordonnateur aux services administratif

SCHEDULE C

PROPERTY DESCRIPTION

Schedule C

Property Description

Claim	Expiration Date	Surface (Ha)	Required \$
CDC2190140	Sep 27, 2019	29.39	130.50
CDC2388118	Sep 27, 2019	58.91	130.50
CDC2388119	Sep 27, 2019	53.24	130.50
CDC2388120	Sep 27, 2019	58.90	130.50
CDC2388121	Sep 27, 2019	16.03	66.50
CDC2388122	Sep 27, 2019	3.72	66.50
CDC2388123	Sep 27, 2019	58.67	130.50
CDC2388125	Sep 27, 2019	38.81	130.50
CDC2388126	Sep 27, 2019	58.90	130.50
CDC2388130	Sep 27, 2019	58.90	130.50
CDC2388131	Sep 27, 2019	58.90	130.50
CDC2503588	Oct 10, 2019	0.51	66.50
CDC2191456	Oct 13, 2019	26.61	130.50
CDC2191457	Oct 13, 2019	24.86	66.50
CDC2191512	Oct 13, 2019	31.45	130.50
CDC2506222	Nov 26, 2019	59.03	130.50
CDC2506223	Nov 26, 2019	59.03	130.50
CDC2506224	Nov 26, 2019	59.03	130.50
CDC2506225	Nov 26, 2019	59.02	130.50
CDC2506226	Nov 26, 2019	59.02	130.50
CDC2506227	Nov 26, 2019	59.02	130.50
CDC2506228	Nov 26, 2019	59.01	130.50
CDC2506229	Nov 26, 2019	59.01	130.50
CDC2506230	Nov 26, 2019	59.01	130.50
CDC2506231	Nov 26, 2019	59.00	130.50
CDC2506232	Nov 26, 2019	59.00	130.50
CDC2506233	Nov 26, 2019	59.00	130.50
CDC2506234	Nov 26, 2019	58.99	130.50
CDC2506235	Nov 26, 2019	58.99	130.50
CDC2506236	Nov 26, 2019	58.99	130.50
CDC2195875	Nov 29, 2019	27.39	130.50
CDC2395241	Dec 02, 2019	32.86	130.50
CDC2395242	Dec 02, 2019	32.44	130.50
CDC2395243	Dec 02, 2019	31.08	130.50
CDC2395244	Dec 02, 2019	29.20	130.50
CDC2395245	Dec 02, 2019	29.06	130.50
CDC2395246	Dec 02, 2019	26.89	130.50
CDC2395247	Dec 02, 2019	32.25	130.50

CDC2395248	Dec 02, 2019	32.53	130.50
CDC2397363	Jan 13, 2020	21.58	66.50
CDC2397489	Jan 13, 2020	32.58	130.50
CDC2398022	Jan 20, 2020	10.96	66.50
CDC2398023	Jan 20, 2020	11.14	66.50
CDC2398024	Jan 20, 2020	11.79	66.50
CDC2398025	Jan 20, 2020	11.87	66.50
CDC2398026	Jan 20, 2020	9.22	66.50
CDC2398027	Jan 20, 2020	8.47	66.50
CDC2398028	Jan 20, 2020	6.63	66.50
CDC2398029	Jan 20, 2020	3.83	66.50
CDC2398030	Jan 20, 2020	4.64	66.50
CDC2331339	Feb 08, 2020	19.54	33.25
CDC2331340	Feb 08, 2020	21.35	33.25
CDC2331341	Feb 08, 2020	20.93	33.25
CDC2331342	Feb 08, 2020	21.90	33.25
CDC2513065	Feb 22, 2020	59.00	65.25
CDC2513066	Feb 22, 2020	59.00	65.25
CDC2513067	Feb 22, 2020	58.99	65.25
CDC2513068	Feb 22, 2020	58.99	65.25
CDC2513069	Feb 22, 2020	58.99	65.25
CDC2513070	Feb 22, 2020	58.99	65.25
CDC2513071	Feb 22, 2020	58.98	65.25
CDC2513072	Feb 22, 2020	58.98	65.25
CDC2513073	Feb 22, 2020	58.98	65.25
CDC2513074	Feb 22, 2020	58.98	65.25
CDC2513075	Feb 22, 2020	58.98	65.25
CDC2513076	Feb 22, 2020	58.98	65.25
CDC2513077	Feb 22, 2020	58.98	65.25
CDC2513078	Feb 22, 2020	58.97	65.25
CDC2513079	Feb 22, 2020	58.97	65.25
CDC2513080	Feb 22, 2020	58.97	65.25
CDC2513081	Feb 22, 2020	58.97	65.25
CDC2513082	Feb 22, 2020	58.97	65.25
CDC2513083	Feb 22, 2020	58.97	65.25
CDC2513084	Feb 22, 2020	58.97	65.25
CDC2513085	Feb 22, 2020	58.78	65.25
CDC2513086	Feb 22, 2020	59.02	65.25
CDC2513087	Feb 22, 2020	59.02	65.25
CDC2513088	Feb 22, 2020	59.02	65.25
CDC2513089	Feb 22, 2020	59.03	65.25
CDC2513090	Feb 22, 2020	59.03	65.25
CDC2513091	Feb 22, 2020	59.03	65.25

CDC2513092	Feb 22, 2020	59.03	65.25
CDC2513093	Feb 22, 2020	59.03	65.25
CDC2513094	Feb 22, 2020	59.03	65.25
CDC2513095	Feb 22, 2020	59.03	65.25
CDC2513096	Feb 22, 2020	59.01	65.25
CDC2513097	Feb 22, 2020	59.01	65.25
CDC2513098	Feb 22, 2020	59.02	65.25
CDC2513099	Feb 22, 2020	59.02	65.25
CDC2513100	Feb 22, 2020	59.02	65.25
CDC2513101	Feb 22, 2020	59.02	65.25
CDC2513102	Feb 22, 2020	59.02	65.25
CDC2513103	Feb 22, 2020	59.02	65.25
CDC2513104	Feb 22, 2020	59.02	65.25
CDC2513105	Feb 22, 2020	59.02	65.25
CDC2513106	Feb 22, 2020	59.01	65.25
CDC2513107	Feb 22, 2020	59.01	65.25
CDC2513108	Feb 22, 2020	59.01	65.25
CDC2513109	Feb 22, 2020	59.01	65.25
CDC2513110	Feb 22, 2020	59.01	65.25
CDC2513111	Feb 22, 2020	59.01	65.25
CDC2513112	Feb 22, 2020	59.01	65.25
CDC2513113	Feb 22, 2020	51.53	65.25
CDC2513114	Feb 22, 2020	58.85	65.25
CDC2513115	Feb 22, 2020	49.35	65.25
CDC2513116	Feb 22, 2020	11.71	33.25
CDC2513117	Feb 22, 2020	58.72	65.25
CDC2513118	Feb 22, 2020	0.41	33.25
CDC2336204	Mar 15, 2020	21.87	33.25
CDC2516949	Apr 22, 2020	56.49	65.25
CDC2516950	Apr 22, 2020	55.50	65.25
CDC2516951	Apr 22, 2020	47.44	65.25
CDC2516952	Apr 22, 2020	50.90	65.25
CDC2517548	May 07, 2020	12.18	33.25
CDC2517549	May 07, 2020	20.59	33.25
CDC2517550	May 07, 2020	3.33	33.25
CDC2517551	May 07, 2020	10.24	33.25
CDC2517552	May 07, 2020	1.40	33.25
CDC2517655	May 07, 2020	0.17	33.25
CDC2517656	May 07, 2020	0.59	33.25
CDC2517657	May 07, 2020	0.11	33.25
CDC2426431	Jun 06, 2020	56.53	65.25
CDC2426429	Jul 03, 2020	20.87	33.25
CDC2426430	Jul 03, 2020	58.47	65.25

CDC2408129	Jul 24, 2020	26.74	65.25
CDC2408130	Jul 24, 2020	27.22	65.25
CDC2408131	Jul 24, 2020	25.37	65.25
CDC2408132	Jul 24, 2020	26.01	65.25
CDC2408133	Jul 24, 2020	27.00	65.25
CDC2408134	Jul 24, 2020	25.41	65.25
CDC2408135	Jul 24, 2020	21.83	33.25
CDC2408136	Jul 24, 2020	31.11	65.25
CDC2408137	Jul 24, 2020	35.82	65.25
CDC2408138	Jul 24, 2020	34.68	65.25
CDC2408139	Jul 24, 2020	33.16	65.25
CDC2408140	Jul 24, 2020	33.27	65.25
CDC2408141	Jul 24, 2020	20.92	33.25
CDC2408142	Jul 24, 2020	21.11	33.25
CDC2408143	Jul 24, 2020	21.49	33.25
CDC2408144	Jul 24, 2020	19.47	33.25
CDC2408145	Jul 24, 2020	22.56	33.25
CDC2408146	Jul 24, 2020	20.95	33.25
CDC2408147	Jul 24, 2020	26.24	65.25
CDC2408148	Jul 24, 2020	28.70	65.25
CDC2408612	Jul 28, 2020	30.63	65.25
CDC2456371	Aug 07, 2020	36.81	65.25
CDC2456372	Aug 07, 2020	32.77	65.25
CDC2456373	Aug 07, 2020	28.99	65.25
CDC2456374	Aug 07, 2020	33.41	65.25
CDC2456375	Aug 07, 2020	31.21	65.25
CDC2388127	Sep 27, 2021	58.89	65.25
CDC2388128	Sep 27, 2021	58.90	65.25

Expiry date	Renewal cost
upto Jan 31	renewal in progress
Feb 08, 2020	133.00
Feb 22, 2020	3,459.50
Mar 15, 2020	33.25
Apr 22, 2020	261.00
May 07, 2020	266.00
Jun 06, 2020	65.25
Jul 03, 2020	98.50
Jul 24, 2020	1,081.00
Jul 28, 2020	65.25
Aug 07, 2020	326.25
Sep 27, 2021	130.50
	5,919.50

SCHEDULE D
IMMOVABLE ASSETS

Schedule D

DNA Canada Inc. Movable and Immoveable Inventories

Building	650 000.00 \$
3 Containers (40 Foot)	9 000.00 \$
72 Canco Spirals with distributors	145 000.00 \$
Transformer Triphases 2000A347/600V	75 000.00 \$
Electrical entry 2000A	40 000.00 \$
Road electrical wiring with poles (distance 1.2km)	50 000.00 \$
Total	969 000.00 \$

SCHEDULE E
YACOUB ROYALTY TERMS

SCHEDULE E
Yacoub Royalty Terms

ASSET PURCHASE AGREEMENT
(Mining Claims)

January 10, 2014

FROM: DNA Precious Metals Inc., a body duly incorporated as per the laws of Nevada, USA, having its principal operations office at 9125 Pascal Gagnon, suite 204, Saint-Leonard, Québec, H1P-1Z4, Canada herein represented by Ronald Mann, CEO and President.
(Hereinafter the Purchaser and/or The Offeror)

TO: Fayz Yacoub residing at 6498-128 B Street Surrey BC V3W 9P4 and
Ramy Yacoub residing at 6498-128B Street, Surrey BC, Basement, V3W9P4
(Hereinafter the Seller(s))

(the Offeror and the Seller hereinafter collectively referred to as the "Parties")

PREAMBLE

WHEREAS the Seller is the owner of the following mining claims, located in the Montauban and Chavigny townships near Grondines West, in the county of Portneuf, the "St. Anne Claims", the "Mining Claims":

Ramy Yacoub 100 % Ownership			Fayz Yacoub 100 % Ownership		The following 11 claims are pending and included in this agreement	
CLAIM No.#	CLAIM No.#	CLAIM No.#	CLAIM No.#	CLAIM No.#	Range/Lot	Area (ha)
CDC 2347295	CDC 2347294	CDC 2347285	CDC 2191457	CDC 2331342	SAAC/149-1	10.96
CDC 2347296	CDC 2347293	CDC 2347304	CDC 2191456	CDC 2336204	SAAC/150-1	11.14
CDC 2395248	CDC 2347292	CDC 2347303	CDC 2195875	CDC 2331341	SAAC/151-1	11.79
CDC 2395247	CDC 2347291	CDC 2347302	CDC 2190140	CDC 2331340	SAAC/152-1	11.87
CDC 2395246	CDC 2351497	CDC 2347301	CDC 2191512	CDC 2331339	SAAC/153-1	9.22
CDC 2395245	CDC 2347290	CDC 2347300			SAAC/154-1	8.47
CDC 2395244	CDC 2347289	CDC 2347299			SAAC/155-1	6.63
CDC 2395243	CDC 2347288	CDC 2347298			SAAC/156-1	3.83
CDC 2395242	CDC 2347287	CDC 2347297			SAAC/155A	4.64
CDC 2395241	CDC 2347286				SATH/Lot 290	21.58
					1RPR/Lot 315	32.58

all claims are on the government map: SNRC 31116



 R.Y.
 Purchaser Seller

WHEREAS the St. Anne Claims are as of the date of the Agreement free and clear of all encumbrances and the Sellers have a 100 % interest in the claims and all metals found on the property.

WHEREAS the Seller wishes to sell to the Purchaser whom agrees to buy the said St Anne claims;

WHEREAS the Purchaser is vested with the powers and is duly qualified to enter into and execute this Asset Purchase agreement;

NOW THEREFORE, THE OFFEROR HERETO DECLARES AS FOLLOWS:

1.00 PREAMBLE



The preamble is an integral part of this Asset purchase agreement.

2.00 OBJECT

Subject to the express condition that the Seller will observe, respect and comply with all clauses, conditions and stipulations herein, the Purchaser hereby purchases from the Seller the St. Anne claims: located in the Montauban and Chavigny townships near Grondines West, in the county of Portneuf:

Ramy Yacoub 100 % Ownership			Fayz Yacoub 100 % Ownership		The following 11 claims are pending and included in this agreement	
CLAIM No.#	CLAIM No.#	CLAIM No.#	CLAIM No.#	CLAIM No.#	Range/Lot	Area (ha)
CDC 2347295	CDC 2347294	CDC 2347285	CDC 2191457	CDC 2331342	SAAC/149-1	10.96
CDC 2347296	CDC 2347293	CDC 2347304	CDC 2191456	CDC 2336204	SAAC/150-1	11.14
CDC 2395248	CDC 2347292	CDC 2347303	CDC 2195875	CDC 2331341	SAAC/151-1	11.79
CDC 2395247	CDC 2347291	CDC 2347302	CDC 2190140	CDC 2331340	SAAC/152-1	11.87
CDC 2395246	CDC 2351497	CDC 2347301	CDC 2191512	CDC 2331339	SAAC/153-1	9.22
CDC 2395245	CDC 2347290	CDC 2347300			SAAC/154-1	8.47
CDC 2395244	CDC 2347289	CDC 2347299			SAAC/155-1	6.63
CDC 2395243	CDC 2347288	CDC 2347298			SAAC/156-1	3.83
CDC 2395242	CDC 2347287	CDC 2347297			SAAC/155A	4.64
CDC 2395241	CDC 2347286				SATH/Lot 290	21.58
					1RPR/Lot 315	32.58

all claims are on the government map: SNRC 31116

 Purchaser Seller

3.00 CONSIDERATION

3.01 Purchase Price

The total cash payment consideration is for \$70,000. In addition, a stock payment of 1,000,000 shares of DNA precious Metals Inc. common shares and a one percent (1%) net smelter return (NSR).

3.02 Terms and Conditions of Payment

a) Cash Payment

The aforesaid purchase price is payable as follows: a payment of seventy thousand dollars (\$70,000) of which (\$55,000) is payable to Fayz Yacoub, and \$15,000 to Ramy Yacoub. Upon the duly signed Asset Purchase Agreement, DNA Precious Metals will pay ten thousand dollars (\$10,000) to Fayz Yacoub. The remaining balance of \$60,000 shall be due on closing of the Agreement and transfer of the Mining Claims.

b) Stock Payment

The purchaser agrees to issue 1,000,000 shares of DNA Precious Metals Inc. common stock, and deliver on the closing, of which 800,000 shares will be in the name of Fayz Yacoub and 200,000 shares in the name of Ramy Yacoub. The closing date of this agreement shall be 60 days from signing of the duly executed Asset Purchase Agreement.

c) Net Smelter Return (NSR)

A one percent (1%) Net Smelter Return Royalty on all metals found on the property, of which a half of percent (1/2%) can be bought back by DNA precious Metals Inc for eight hundred thousand dollars (\$800,000). The 1% net smelter return will be registered as follows; eight tenths of one percent (0.8%) in the name of Fayz Yacoub, and two tenths of one percent (0.2%) in the name of Ramy Yacoub.

The transfer of the mining claims herein mentioned in the agreement shall be transferred by the Sellers upon the cash payment of seventy thousand dollars (\$70,000).

The Sellers shall provide DNA Precious Metals Inc. the duly signed forms for the transfer of titles, as required for the transfer of the claims by the *Loi sur les Mines (Québec*; for deposit by DNA Precious Metals Inc. of the said forms with the proper authorities).

		R.Y.
Purchaser	Seller	

4.00 SPECIAL PROVISIONS



4.01 Property Reports

The Seller agrees to provide an inventory of Property Reports on the Mining Claims, including the 43 101 and deliver this inventory and the reports to the Purchaser on signing of this Agreement and gives unconditional and irrevocable permission in his authority for use of all Property Reports however the Purchaser sees fit, including Press Releases and incorporation into the Purchasers Reports and Corporate Presentations.

4.02 Representations and Guarantees of the Seller

The Seller represents and guarantees the following to the Purchaser. In addition, the Seller acknowledges that every one of the said representations and guarantees are conditions without which the Purchaser would not contract. Also, the said representations and guarantees shall be veracious at the time of signing the Sale Agreement.

- a) The Sellers are individuals.
- b) The Seller is the sole owner of the Mining claims, by good and valid title and the Seller has not granted any real or personal right in regard to these mining Claims;
- c) The Seller has the right and the capacity to own the Mining Claims and can freely dispose of them.
- d) The Seller is not involved in any agreement which could affect his rights as to the Mining Claims.
- e) The Mining Claims are free and clear of all hypothecs, claims, sureties, assignments, seizures or other whatever that could encumber it, including any royalties and NSR, whether for minerals, metals, extracts or any byproducts.
- f) The sale of the Mining Claims is not to be construed as a sale of an enterprise as defined by the Civil Code of Quebec, i.e. the sale of all or a substantial part of the Seller's business which is made outside the ordinary course of business.
- g) The Seller is a Canadian resident as defined by the Income Tax Act (Federal) and the Taxation Act (Quebec).

		R.Y
Purchaser	Seller	

- h) The Mining Claims are in good standing, are not in default of property payments or fees, comply with laws, by-laws and orders in force. In addition, the Seller has neither received any notice, or been informed of any offence or irregularities to such laws, by-laws or orders, including the *Loi sur la qualité de l'environnement*
- i) The Mining Claims do not infringe any law respecting the environment protection, including the *Loi sur la qualité de l'environnement*, and any business conducted has been in accordance with all applicable laws, and that the claims and underlying properties are exempt from dangerous or toxic substances, pollution or other unfavorable conditions from the mining activities conducted and that could result in any environmental responsibility
- j) No obligation to restore or conduct any environmental restoration does exist in relation with the claims and underlying properties, and the Seller is unaware of any circumstance that could give rise to such obligation, for work conducted by the Seller and by its predecessors;
- k) The Seller is not aware of any change or circumstance which might negatively affect any of the representations made hereinabove, or that could mislead the Purchaser.

4.03 Representations of the Purchaser

- a) The Purchaser is duly constituted
- b) The Purchaser is a Canadian resident as defined by the Income Tax Act (Federal) and the Taxation Act (Quebec).

4.04 Save Harmless

The parties agree to save each other harmless of any and all damages (including interests and legal fees caused by any false or incomplete declaration and representations.)

4.05 Legal Guarantees

The sale of the Mining Claims shall be covered by all guarantees foreseen in the Civil Code of Quebec.

4.06 Taking Possession and Ownership

The Purchaser shall become the owner of the Mining Claims upon the full cash payment of \$70,000 and the delivery of 1,000,000 shares common stock of DNA Precious Metals Inc to the seller.

4.07 Taking Over the Risks

The Seller shall remain liable for all losses related to the Mining Claims prior to the date agreed upon for taking possession.

		R.Y
Purchaser	Seller	

4.08 No Intermediary

The Parties declare not to have retained the services of any intermediary (i.e. agent, broker or the like) in relation to the presentation, acceptance and conclusion of this Asset purchase agreement.

4.09 Expenses

All fees and expenses related to the drafting and signing of the Sale Agreement shall be borne by the Purchaser.

5.00 GENERAL PROVISIONS

Unless otherwise stated in this Asset purchase agreement, the following provisions apply.

5.01 "Force Majeure"

Neither party shall be considered in default of this Asset purchase agreement if the fulfillment of all or part of its obligations are delayed or prevented due to "force majeure". "Force majeure" is an external unforeseeable and irresistible event, making it absolutely impossible to fulfill an obligation.

5.02 Severability



If any section, paragraph, or provision (in all or in part) in this Asset purchase agreement is held invalid or unenforceable, it shall not, in any way, have any effect on any other section, paragraph or provision in this Asset purchase agreement, nor on the remaining section, paragraph, or provision unless otherwise clearly provided for under this Asset purchase agreement.

5.03 Notices

Any notice intended for either party is deemed to be validly given if it is done in writing and sent by registered or certified mail, by bailiff or by courier service to such party's address as stated in this Asset purchase agreement, or to any other address that the concerned party may have notified in writing to the other party. A copy of any notice sent by e-mail shall also be sent according to one of the above-mentioned delivery modes.

5.04 Headings

The headings in this Asset purchase agreement are used only for reference and convenience purposes; they do not modify in any manner the significance or the object of the provisions they designate.

		R.V
Purchaser	Seller	

5.05 Schedules

Whenever the Schedules of this Asset purchase agreement are duly initiated by all Parties, they are considered as an integral part of the said Asset purchase agreement.

5.06 Non-Waiver

The apathy, negligence or tardiness of a party to use a right or recourse by virtue of this Asset purchase agreement should not, in any case, be considered as a renunciation to such right or recourse.

5.07 Cumulative Rights

All rights mentioned in this Asset purchase agreement are cumulative and non-alternative. The waiving of a right shall not be interpreted as waiving any other right.

5.08 Entire Agreement

This Asset purchase agreement (after its acceptance) constitutes the entire agreement entered into between the Parties. Declarations, representations, promises or conditions other than those stated in this Asset purchase agreement, cannot be construed in any way as to contradict, modify or affect the provisions of this Asset purchase agreement.

5.09 Amendment

This Asset purchase agreement (after its acceptance) cannot be amended or modified except by another written document duly signed by all Parties.

5.10 Gender and Number

Where appropriate the singular number set forth in this Asset purchase agreement shall be interpreted as plural and the neuter gender as masculine or feminine.

5.11 Computation of Periods

With regard to the computation of periods relating to this Asset purchase agreement:

- a) the first day of the period is not taken into account, but the last one is;
- b) the non-judicial days i.e. Saturdays, Sundays and public holidays are taken into account;
- c) whenever the last day is a non-judicial one, the period is extended to the next judicial day.

  R.Y
Purchaser Seller

5.12 Governing Law

This Asset purchase agreement shall be construed and enforced in accordance with the laws of the Province of Quebec.

5.13 Election of Domicile

If this Asset purchase agreement is accepted, the Parties agree to elect domicile in the judicial district of Montreal, Province of Quebec, for the hearing of any claim arising from the interpretation, application, completion, term, validity and effects of this Asset purchase agreement.

5.14 Numerous Copies

Each copy of this Asset purchase agreement is considered as an original whenever duly initialed and signed by all Parties, it being understood however that all of these copies refer to the one and same Asset purchase agreement.

5.15 Successors

This Asset purchase agreement (after its acceptance) shall be binding upon and inure to the benefit of each of the Parties and their respective successors, heirs and assigns.

5.16 Solidarity

Whenever one of the Parties is constituted of two or more persons, these persons are jointly and solitarily obligated and liable towards the other party.

5.17 Elapsed Time

Except for the obligation of the Purchaser to pay the purchase price, whenever one of the Parties must fulfill an obligation under this Asset purchase agreement within a limited period of time, the mere lapse of time passing by will constitute a formal notice of default to the said party.

5.18 Non-Transfer

None of the Parties may transfer, in any way, his rights in this Asset purchase agreement (after its acceptance) to a third party without obtaining first a written consent from the other party.

5.19 Language

The Parties have expressly agreed that this Asset purchase agreement and all other documents relating thereto, be drawn up in English language only. Les parties ont expressément convenu que cette offre d'achat et même que tous les documents s'y rattachant soient rédigés en anglais seulement.

 R.Y.
Purchaser * Seller

5.20 Return of Claims

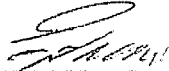
Subject to the terms and conditions of this asset purchase agreement, DNA Precious Metals Inc hereby agrees to return the mining claims (2.00) back to the owner if the cash balance of sale and DNA Stock Certificate is not delivered to the Seller within 10 days of the completed transfer of all the mining claims (2.00) to DNA Precious Metals Inc.

6.00 COMING INTO FORCE

This Asset purchase agreement comes into force as of its signing by the Offeror.

SIGNED IN THREE (3) COPIES,
ON THE 12th DAY OF FEBRUARY AT 12:05 HOURS PM

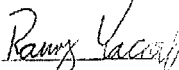
DNA Precious Metals Inc.



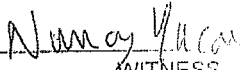
Fayz Yacoub



Per: Ronald Mann, CEO & President



Ramy Yacoub



WITNESS

Purchaser	Seller

ASSET PURCHASE AGREEMENT
(Mining Claims)

FROM: DNA Canada Inc., a body duly incorporated as per the laws of Canada, having its principal operations office at 5165, Jean-Talon Est, suite 280, Saint-Leonard, Québec, H1S1K8, Canada herein represented by Peter Comito, CEO and President.
(Hereinafter the Purchaser and/or The Offeror)

TO: Fayz Yacoub residing at 6498-128 B Street Surrey BC V3W9P4 and Ramy Yacoub residing at 6498-128 B Street, Surrey BC, Basement, V3W9P4
(Hereinafter the Seller(s))

(The Offeror and the Seller hereinafter collectively referred to as the "Parties")

PREAMBLE

WHEREAS the Seller is the owner of the following mining claims (the "Claims") consisting of two separate group of claims; 4 contiguous mineral claim group and one separate claim (all five claims are covering approximately 163.2 hectares). The claims are located in the Grandlines Township within map sheet area 311/18 (Annex A).

CDC #	Area (ha)	Expiry Date
2456371	36.81	07/08/2020
2456372	32.77	07/08/2020
2456373	28.99	07/08/2020
2456374	33.41	07/08/2020
2456375	31.21	07/08/2020

WHEREAS the Claims are, as of the date of the Agreement, free and clear of all encumbrances and the Sellers have a 100 % interest in the claims and all metals found on the property.

WHEREAS the Seller wishes to sell to the Purchaser whom agrees to buy the said claims;

WHEREAS the Purchaser is vested with the powers and is duly qualified to enter into and execute this Asset Purchase agreement;


Purchaser Seller Seller

NOW THEREFORE, THE OFFEROR HERETO DECLARES AS FOLLOWS:

1.00 PREAMBLE

The preamble is an integral part of this Asset purchase agreement.

2.00 OBJECT

Subject to the express condition that the Seller will observe, respect and comply with all clauses, conditions and stipulations herein, the Purchaser hereby purchases from the Seller the following claims: located in the Grondines Township within map sheet area 31/16 (Annex A):

CDC #	Area (ha)	Expiry Date
2456371	36.81	07/08/2020
2456372	32.77	07/08/2020
2456373	28.50	07/08/2020
2456374	33.41	07/08/2020
2456375	31.21	07/08/2020

3.00 CONSIDERATION

3.01 Purchase Price

The total cash payment consideration is for \$5,000. In addition to the cash payment, 100,000 shares of DNA Canada Inc. common shares and a one half of a percent (0.5%) net smelter return (NSR).




3.02 Terms and Conditions of Payment

a) Cash Payment

The aforesaid purchase price is payable as follows: a payment of five thousand dollars (\$5,000) of which (\$4,500) is payable to Fayz Yacoub, and \$500 to Ramy Yacoub. Payment shall be due the day following confirmation receipt by the MERN (Ministre de l'Énergie et des Ressources Naturelles de Québec) of the Mining Claims transfers.

b) Stock Payment

The purchaser agrees to issue 100,000 shares of DNA Canada Inc. common stock, and deliver on or before the closing, of which 90,000 shares will be in the name of Fayz Yacoub and 10,000 shares in the name of Ramy Yacoub. The closing date of this agreement shall be 60 days from signing of the duly executed Asset Purchase Agreement.

		
Purchaser	Buyer	Seller

c) **Net Smelter Return (NSR)**

A one half of a percent (0.5%) net smelter return Royalty on all tailings metals found on the Claims will be registered as follows; one quarter of one percent (0.25%) in the name of Fayz Yacoub, and one quarter of one percent (0.25%) in the name of Remy Yacoub.

Summary of Payments and Compensation

NAME	Cash	Common Shares of DNA Canada Inc	Net Smelter Return (NSR)
Fayz Yacoub	\$4,500	80,000	0.25%
Remy Yacoub	\$500	10,000	0.25%

The transfer of the mining claims herein mentioned in the agreement shall be transferred by the Sellers upon the signing of this Asset Purchase Agreement.

The Sellers shall provide DNA Canada Inc. the duly signed forms for the transfer of titles, as required for the transfer of the claims by the *Loi sur les Mines (Québec)*; for deposit by DNA Canada Inc. of the said forms with the proper authorities.

4.00 SPECIAL PROVISIONS

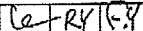
4.01 Property Reports

The Seller agrees to provide an inventory of Property Reports on the Mining Claims, and deliver this inventory and the reports to the Purchaser on signing of this Agreement and gives unconditional and irrevocable permission for use of all Property Reports however the Purchaser sees fit, including Press Releases and incorporation into the Purchaser's Reports and Corporate Presentations.

4.02 Representations and Guarantees of the Seller

The Seller represents and guarantees the following to the Purchaser. In addition, the Seller acknowledges that every one of the said representations and guarantees are conditions without which the Purchaser would not contract. Also, the said representations and guarantees shall be veracious at the time of signing the Sale Agreement.

- a) The Sellers are individuals.
- b) The Seller is the sole owner of the Mining claims, by good and valid title and the Seller has not granted any real or personal right in regard to these mining Claims;
- c) The Seller has the right and the capacity to own the Mining Claims and can freely dispose of them.


 Purchaser Seller Seller

- d) The Seller is not involved in any agreement which could affect his rights as to the Mining Claims.
- e) The Mining Claims are free and clear of all hypothecs, claims, sureties, assignments, seizures or other whatever that could encumber it, including any royalties and NSR, whether for minerals, metals, extracts or any byproducts.
- f) The sale of the Mining Claims is not to be construed as a sale of an enterprise as defined by the Civil Code of Quebec, i.e. the sale of all or a substantial part of the Seller's business which is made outside the ordinary course of business.
- g) The Seller is a Canadian resident as defined by the Income Tax Act (Federal) and the Taxation Act (Quebec).
- h) The Mining Claims are in good standing, are not in default of property payments or fees, comply with laws, by-laws and orders in force. In addition, the Seller has neither received any notice, or been informed of any offence or irregularities to such laws, by-laws or orders, including the *Loi sur la qualité de l'environnement*
- i) The Seller is not aware of any change or circumstance which might negatively affect any of the representations made hereinabove, or that could mislead the Purchaser.

4.03 Representations of the Purchaser

- a) The Purchaser is duly constituted
- b) The Purchaser is a Canadian resident as defined by the Income Tax Act (Federal) and the Taxation Act (Quebec).

4.04 Save Harmless

The parties agree to save each other harmless of any and all damages (including interests and legal fees caused by any false or incomplete declaration and representations.)

4.05 Legal Guarantees

The sale of the Mining Claims shall be covered by all guarantees foreseen in the Civil Code of Quebec.

4.06 Taking Possession and Ownership

The Purchaser shall become the owner of the Mining Claims at the time of signing the Sale Agreement.

  
<small>Purchaser Seller Seller</small>

4.07 Taking Over the Risks

The Seller shall remain liable for all losses related to the Mining Claims prior to the date agreed upon for taking possession.

4.08 No Intermediary

The Parties declare not to have retained the services of any intermediary (i.e. agent, broker or the like) in relation to the presentation, acceptance and conclusion of this Asset purchase agreement.

4.09 Expenses

All fees and expenses related to the drafting and signing of the Sale Agreement shall be borne by the Purchaser.

5.00 GENERAL PROVISIONS

Unless otherwise stated in this Asset purchase agreement, the following provisions apply.

5.01 "Force Majeure"

Neither party shall be considered in default of this Asset purchase agreement if the fulfillment of all or part of its obligations are delayed or prevented due to "force majeure". "Force majeure" is an external unforeseeable and irresistible event, making it absolutely impossible to fulfill an obligation.

5.02 Severability

If any section, paragraph, or provision (in all or in part) in this Asset purchase agreement is held invalid or unenforceable, it shall not, in any way, have any effect on any other section, paragraph or provision in this Asset purchase agreement, nor on the remaining section, paragraph, or provision unless otherwise clearly provided for under this Asset purchase agreement.

5.03 Notices

Any notice intended for either party is deemed to be validly given if it is done in writing and sent by registered or certified mail, by bailiff or by courier service to such party's address as stated in this Asset purchase agreement, or to any other address that the concerned party may have notified in writing to the other party. A copy of any notice sent by e-mail shall also be sent according to one of the above-mentioned delivery modes.


Purchaser Seller Seller

5.04 Headings

The headings in this Asset purchase agreement are used only for reference and convenience purposes; they do not modify in any manner the significance or the object of the provisions they designate.

5.05 Schedules

Whenever the Schedules of this Asset purchase agreement are duly initialed by all Parties, they are considered as an integral part of the said Asset purchase agreement.

5.06 Non-Waiver

The apathy, negligence or tardiness of a party to use a right or recourse by virtue of this Asset purchase agreement should not, in any case, be considered as a renunciation to such right or recourse.

5.07 Cumulative Rights

All rights mentioned in this Asset purchase agreement are cumulative and non-alternative. The waiving of a right shall not be interpreted as waiving any other right.

5.08 Entire Agreement

This Asset purchase agreement (after its acceptance) constitutes the entire agreement entered into between the Parties. Declarations, representations, promises or conditions other than those stated in this Asset purchase agreement, cannot be construed in any way as to contradict, modify or affect the provisions of this Asset purchase agreement.

5.09 Amendment

This Asset purchase agreement (after its acceptance) cannot be amended or modified except by another written document duly signed by all Parties.

5.10 Gender and Number

Where appropriate the singular number set forth in this Asset purchase agreement shall be interpreted as plural and the neuter gender as masculine or feminine.

5.11 Computation of Periods

With regard to the computation of periods relating to this Asset purchase agreement:

		
Purchaser	Seller	Seller

- a) the first day of the period is not taken into account, but the last one is;
- b) the non-judicial days i.e. Saturdays, Sundays and public holidays are taken into account;
- c) whenever the last day is a non-judicial one, the period is extended to the next judicial day.

5.12 Governing Law

This Asset purchase agreement shall be construed and enforced in accordance with the laws of the Province of Quebec.

5.13 Election of Domicile

If this Asset purchase agreement is accepted, the Parties agree to elect domicile in the judicial district of Montreal, Province of Quebec, for the hearing of any claim arising from the interpretation, application, completion, term, validity and effects of this Asset purchase agreement.

5.14 Numerous Copies

Each copy of this Asset purchase agreement is considered as an original whenever duly initialed and signed by all Parties, it being understood however that all of these copies refer to the one and same Asset purchase agreement.

5.15 Successors

This Asset purchase agreement (after its acceptance) shall be binding upon and inure to the benefit of each of the Parties and their respective successors, heirs and assigns.

5.16 Solidarity

Whenever one of the Parties is constituted of two or more persons, these persons are jointly and solitarily obligated and liable towards the other party.

5.17 Elapsed Time

Whenever one of the Parties must fulfill an obligation under this Asset purchase agreement within a limited period of time, the mere lapse of time passing by will constitute a formal notice of default to the said party.

5.18 Non-Transfer

None of the Parties may transfer, in any way, his rights in this Asset purchase agreement (after its acceptance) to a third party without obtaining first a written consent from the other party.

		
Purchaser	Seller	Buyer

5.19 Language

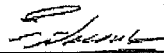
The Parties hereto have expressly agreed that this Asset purchase agreement as well as all other documents relating thereto, be drawn up in English language only. Les parties ont expressément convenu que cette offre d'achat de même que tous les documents s'y rattachant soient rédigés en anglais seulement.

q

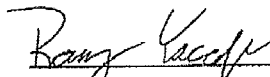
6.00 COMING INTO FORCE

This Asset purchase agreement comes into force as of its signing by the Offeror.

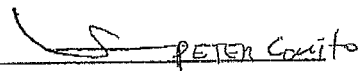
SIGNED IN THREE (3) COPIES,



Fayz Yacoub
Signed this 24th day of October, 2018
(MONTH)



Ramy Yacoub
Signed this 24th day of October, 2018
(MONTH)



PETER Comito
DNA Canada Inc.
Per: Peter Comito, CEO & President
Signed this 24th day of OCTOBER, 2018
(MONTH)

SECTION 1 - IDENTIFICATION DE L'ACQUÉREUR (si plus d'un acquéreur, voir au verso)

ENTREPRISE Nom de l'entreprise: **DNA Canada Inc** N° matricule: **NEQ: 1186921560** N° d'intervenant: **87750**

ou

PARTICULIER Nom: _____ Prénom: _____ Date de naissance: _____ N° d'intervenant: _____

Adresse (numéro, rue, route rurale ou casier postal): **S/S.L./Jean-Talon Est, Suite 280** App. Ville, village ou municipalité: **Saint-Leonard**

Province: **Québec** Pays: **Canada** Code postal: **H1S 1K8** Ind. rég. téléphone (domicile): **514-262-7734** Ind. rég. téléphone (bureau): **514-852-2111**

Ind. rég. télécopieur: _____ Adresse de courrier électronique: **poster.comito@dnacanadainc.ca**

SECTION 2 - ADRESSE DE CORRESPONDANCE (si différente de celle de l'acquéreur)

ENTREPRISE Nom de l'entreprise: _____ N° matricule: _____ N° d'intervenant: _____

ou

PARTICULIER Nom: _____ Prénom: _____ Date de naissance: _____ N° d'intervenant: _____

Adresse (numéro, rue, route rurale ou casier postal): _____ App. Ville, village ou municipalité: _____

Province: _____ Pays: _____ Code postal: _____ Ind. rég. téléphone (domicile): _____ Ind. rég. téléphone (bureau): _____

Ind. rég. télécopieur: _____ Adresse de courrier électronique: _____

SECTION 3 - LISTE DES TITRES MINIERS ET POURCENTAGE TRANSFÉRÉ

LE CÉDANT TRANSFÈRE 100 % DE SES DROITS DANS LES TITRES CI-DESSOUS MENTIONNÉS

N° TITRE	N° TITRE	N° TITRE	N° TITRE
CDC2456371			
CDC2456372			
CDC2456373			
CDC2456374			
CDC2456375			

Si l'espace est insuffisant, imprimer une page supplémentaire ou joindre une annexe

SECTION 4 - FRAIS D'INSCRIPTION

Le transfert de droits de mine doit être accompagné des frais d'inscription. Ces frais sont de 18,50 \$ par titre jusqu'à un maximum de 1505,00 \$ par acte. Le paiement doit être fait à l'ordre du « Ministre des Finances du Québec ».

Le montant à inclure : nombre de titres **5** X 18,50 \$ = **92.50** \$

Mode de paiement : Solde du compte de l'intervenant # **19217** Par carte de crédit (en ligne sur le site GESTIM) Chèque à l'ordre du ministre des finances Mandat-poste

Aucune demande ne sera analysée avant que le paiement ait été effectué. Il est interdit de fournir des données de carte de crédit sur ce formulaire. Pour le paiement par carte de crédit en ligne sur le site GESTIM, les instructions vous seront transmises par courriel.

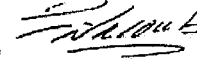
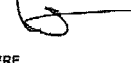
SECTION 5 - SIGNATURE DES INTERVENANTS ET RÉSOLUTION (si plus d'un cédant ou d'un acquéreur, voir verso)

UNE RÉSOLUTION DU CONSEIL D'ADMINISTRATION DE L'ENTREPRISE QUI CÈDE LES DROITS DOIT OBLIGATOIREMENT ACCOMPAGNER LA PRÉSENTE DEMANDE.

NOTE : S'IL Y A PLUS D'UN ACQUÉREUR, INSCRIRE LE POURCENTAGE TRANSFÉRÉ À CHACUN.

CÉDANT (en lettres mouillées) intervenant: **19217** ACQUÉREUR (en lettres mouillées) intervenant: **87750** %

ENTREPRISE	ENTREPRISE	ENTREPRISE
NOM Yacoub	NOM DNA Canada Inc	100
PRÉNOM Fayz	PRÉNOM Comito	
	PRÉNOM Peter	

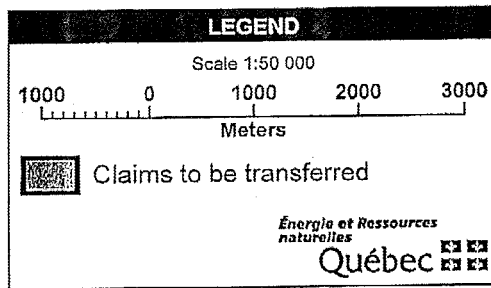
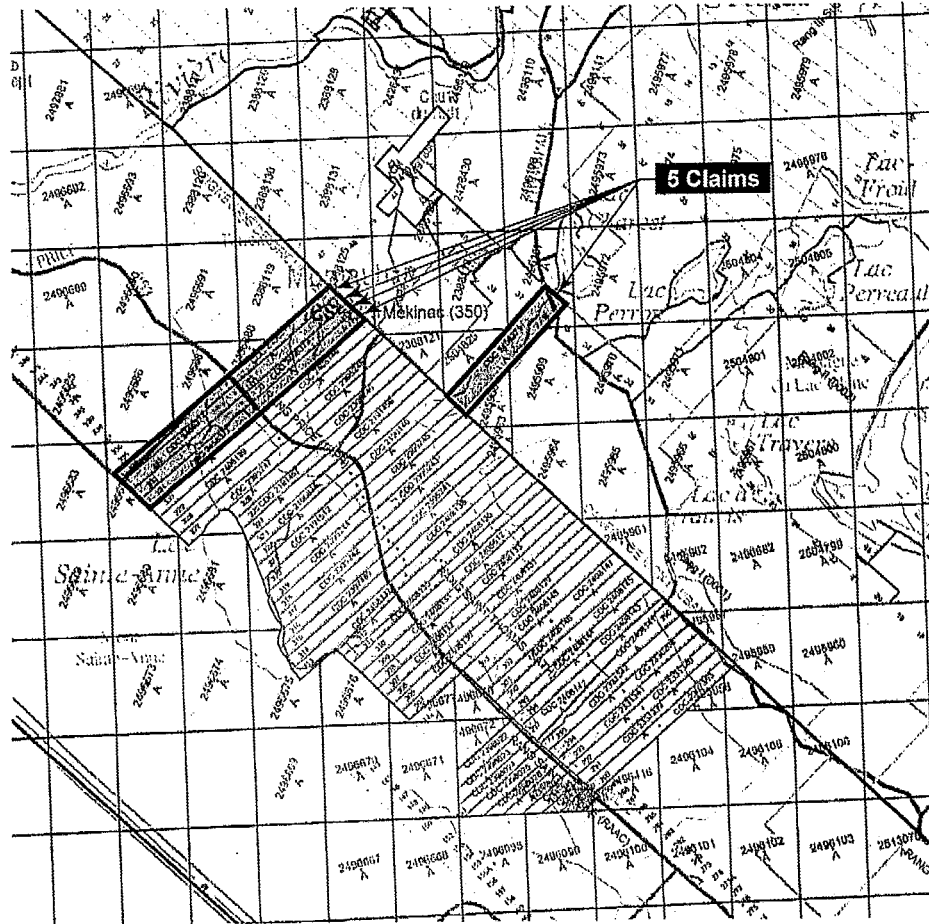
X  2019/01/15 X  2019/01/15

Signature Date Signature Date

ESPACE RÉSERVÉ AU MINISTÈRE

Sceau d'inscription	Ce formulaire peut être retourné par la poste à l'adresse suivante : Ministère de l'Énergie et des Ressources naturelles Service de la gestion des droits miniers 5700, 4e Avenue Ouest, local C-320 Québec (Québec) G1H 6R1 ou à l'adresse courriel suivante : proc-mine@merm.quebec.ca ou par télécopieur : 418 643-9297	Réserve au Ministère REQUÊTE _____ DATE DE RÉCEPTION _____
---------------------	---	--

ANNEX - A
Section of map 31116



RY
le