

THIS MINERAL PROPERTY ACQUISITION AGREEMENT is dated and made for reference the 1st day of May, 2021 (the "Effective Date").

BETWEEN:

DG RESOURCE MANAGEMENT LTD., a corporation existing under the laws of the Province of Alberta and having an office located at Suite 103, 10183-112 Street, Edmonton, Alberta, T5K 1M1

("DGRM")

AND:

GRAYDON KOWAL, an individual having an address care of Valdy Administration (Bahamas) Ltd., 220 Island Lane, Olde Towne, Sandypport, P.O. Box N7115, Nassau, Bahamas

("Kowal")

(DGRM and Kowal, collectively, the "**Vendors**")

AND:

JODY DAHROUGE, an individual having an address care of Suite 103, 10183-112 Street, Edmonton, Alberta, T5K 1M1

(the "**Underlying Owner**")

AND:

EV VENTURES INC., a corporation existing under the laws of the Province of British Columbia and having an office located at Suite 303, 750 West Pender Street, Vancouver, British Columbia, V6C 2T7

(the "**Purchaser**")

WHEREAS:

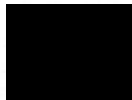
A. The Vendors and the Underlying Owner are collectively the registered and beneficial owners of a one hundred percent (100%) interest in and to a series of two mineral claims located in the the Province of Saskatchewan (collectively, the "**Claims**"), as more particularly described in Schedule "A" attached hereto and commonly referred to as the "May Lake Property"; and

B. The Vendors and the Underlying Owner wish to grant to the Purchaser the option to acquire all of the right, title and interest in and to the Claims, and the Purchaser wishes to accept such grant on the terms and subject to the conditions as are more particularly set forth herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for and in consideration of the premises, the mutual covenants and agreements herein contained, and for the payment of \$10.00 by the Purchaser to the Underlying Owner, the parties hereto hereby agree as follows:

1. PURCHASE OPTION

1.1 The Vendors and the Underlying Owner hereby grant to the Purchaser the option (the "**Option**") to purchase the Claims free and clear of all liens, charges, and encumbrances, which Option shall be exercisable by the Purchaser (1) expending \$30,000 in exploration expenses on the Claims on or before June 30, 2021, and (2) completing a cash payment of \$50,000 (the



"**Consideration Payment**") and issuing 400,000 common shares of the Purchaser (the "**Consideration Shares**"), as presently constituted, to DGRM, on or before the earlier of: (i) July 15, 2021, and (ii) the date which is five business days following the issuance of a receipt by a securities regulatory authority in any jurisdiction of Canada for a final prospectus in respect of the Purchaser (the "**Prospectus Receipt**").

1.2 Following completion of the cash payment and the common share issuance set forth above, the Purchaser shall have exercised the Option in full and shall be the beneficial owner of the Claims, subject to a two percent (2.0%) net smelter returns royalty on commercial production from the Claims in favour of, and to be divided evenly between, the Vendors (the "**Royalty**"). One-half percent (1.0%) of the Royalty may be purchased by the Purchaser through a cash payment of \$1,000,000 to be divided evenly between the Vendors. The Royalty shall not be applicable to any returns or revenues accrued by the Purchaser from material extracted from the Claims for the purposes of evaluation and test processing.

1.3 Following exercise of the Option, and in addition to the Royalty, the Purchaser shall pay to the Vendors a bonus of \$1,000,000 (the "**Bonus**") upon the publication of a geological report, in the form prescribed by *National Instrument 43-101 – Standards of Disclosure for Mineral Projects*, disclosing a measured and indicated resource within the boundaries of the Claims of at least 1,000,000 gold equivalent ounces. At the discretion of the Purchaser, the Bonus will be payable in cash or common shares of the Purchaser, or any combination thereof, based upon the prevailing market price of the shares at the time of issuance.

1.4 The Consideration Payment and any portion of the Bonus payable in cash shall be directed to the accounts designated by DGRM and the Vendors, respectively, and all common shares of the Purchaser issuable to DGRM shall be registered and delivered to the address set forth above unless otherwise directed by DGRM. The Vendors acknowledge that any common shares of the Purchaser issuable pursuant to this Agreement will be subject to restrictions on resale prescribed by applicable securities laws and that such restrictions will limit the ability of the Vendors to trade the common shares for a period of four-months-and-one-day from the date of issuance.

2. THE VENDORS' REPRESENTATIONS

2.1 Each of the Vendors and the Underlying Owner hereby jointly and severally warrant and represent to the Purchaser that:

- (a) the Underlying Owner is the registered owner, and the Vendors are the beneficial owners, of the Claims;
- (b) the Claims are free and clear of all liens, charges and encumbrances;
- (c) the Claims has been duly and validly staked and recorded pursuant to the laws of the Province of Saskatchewan and are in good standing as of the date of this Agreement; and



- (d) there are no adverse claims or challenges against or to the ownership of or title to the Claims nor to the knowledge of the Vendors and the Underlying Owner is there any basis therefore, and there are no outstanding agreements or options to acquire or purchase the Claims or any portion thereof, no taxes or rentals are due in respect of the Claims, and no person has any royalty or other interest whatsoever in production from the Claims.

2.2 The representations and warranties of the Vendors and the Underlying Owner as set out in subsection 2.1 above form part of this Agreement and shall survive the acquisition of any interest in the Claims by the Purchaser.

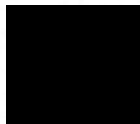
3. ACTIVITIES PENDING EXERCISE OF THE OPTION

3.1 Following execution of this Agreement and prior to the earlier of the exercise of the Option and the date on which this Agreement is terminated, the Purchaser and its respective employees, agents, independent contractors and prospective assignees shall have the right to:

- (a) enter upon the Claims;
- (b) have exclusive and quiet possession thereof; and
- (c) do such prospecting, exploration, development and other mining work thereon and thereunder as the Purchaser may consider advisable, including the removal of ore and other materials from the Claims as may be permitted by applicable law.

3.2 During such time as this Agreement is in effect, and prior to the exercise of the Option:

- (a) the Vendors and the Underlying Owner shall not directly or indirectly solicit, discuss, encourage or accept any offer for the purchase, joint venture, option or financing of the Claims, or take any other action with the intention or reasonably foreseeable effect of leading to a transaction contrary in intent to this Agreement, except that the Vendors shall be permitted to assign their interest in the Royalty, provided they are acting unanimously and have provided prior written notice the Purchaser;
- (b) the Purchaser shall be responsible for all expenses and fees required to keep the Claims in good standing in the Province of Saskatchewan, as well as such expenses and fees associated with any permitting necessary to conduct operations on the Claims; and
- (c) in conducting prospecting, exploration and development work on the Claims the Purchaser shall adhere to all restrictions and laws imposed by the Province of Saskatchewan, as well as any applicable environmental laws and regulations, and shall take appropriate action to consult with any aboriginal groups which may have an interest in the Claims or as may be required by applicable laws in the Province of Saskatchewan.



4. TRANSFER OF CLAIMS

4.1 Within five business days of exercise of the Option, the Vendors and the Underlying Owner will arrange for the transfer and registration of the Claims in the name of the Purchaser, or such other party as the Purchaser may direct, with the Mineral Administration Registry Saskatchewan (MARS).

5. ABANDONMENT OF OPTION

5.1 The Vendors and the Underlying Owner hereby acknowledge that this Agreement is an option only, and nothing shall be construed as obligating the Purchaser to complete any cash payment or common share issuances required herein. Prior to the exercise of the Option, the Purchaser shall have the absolute right to abandon this Agreement by giving notice to the Vendors and the Underlying Owner and in the event of termination this Agreement shall be of no further force or effect. Should the Purchaser fail to make the cash payment or complete the common share issuance required by paragraph 1.1 above and within the timeline required, unless otherwise agreed between the parties, this Agreement shall automatically terminate and be of no further force or effect without any further liability owing by the Purchaser to the Vendors or the Underlying Owner.

6. ENTIRE AGREEMENT

6.1 This Agreement constitutes the entire agreement to date between the parties hereto and supersedes every previous agreement, communication, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, between the parties hereto with respect to the subject matter of this Agreement.

7. NOTICE

7.1 Any notice required to be given under this Agreement shall be deemed to be well and sufficiently given if delivered, or if mailed by registered mail in Canada, to the respective addresses of the parties set forth above. Any notice given as aforesaid shall be deemed to have been given, if delivered, when delivered, or if mailed, on the third business day after the date of mailing thereof. Either party hereto may from time to time by notice in writing change its address for the purpose of this section.

8. COUNTERPARTS

8.1 This Agreement may be executed and delivered in two or more counterparts and by facsimile. Each such counterpart and facsimile shall be deemed an original and together shall form one and the same instrument, bearing the date set forth on the face page hereof notwithstanding the date of execution.



9. MISCELLANEOUS

9.1 All funds referred to under the terms of this Agreement shall be Canadian dollars. This Agreement shall be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein and shall enure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, heirs, executors and administrators. The parties hereto agree to do or cause to be done all acts or things necessary to implement and carry into effect the provisions and intent of this Agreement. Time shall be of the essence of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed as of the day written above.

DG RESOURCE MANAGEMENT LTD.

EV VENTURES INC.

"Jody Dahrouge"
Per: _____
Authorized Signatory

"Etienne Moshevich"
Per: _____
Authorized Signatory

"Graydon Kowal"

GRAYDON KOWAL

"Jody Dahrouge"

JODY DAHROUGE

SCHEDULE "A"

to the mineral property acquisition agreement between
DG Resource Management Ltd., Graydon Kowal, Jody Dahrouge and EV Ventures Inc.

MAY LAKE PROPERTY (SASKATCHEWAN)

Claim#	Status	Effective Date	Holder	Area (ha)
MC00010595	Active	02/06/2018	Jody Dahrouge	1,947.84
MC00014811	Active	4/27/2021	Jody Dahrouge	5,503.61