## DG RESOURCE MANAGEMENT LTD.

Suite 103, 10183-112 Street Edmonton, Alberta, T5K 1M1

## **GRAYDON KOWAL**

Valdy Administration (Bahamas) Ltd. 220 Island Lane, Olde Towne, Sandyport P.O. Box N7115 Nassau, Bahamas

## **JODY DAHROUGE**

Suite 103, 10183-112 Street Edmonton, Alberta, T5K 1M1

## **Attention: Jody Dahrouge and Graydon Kowal**

**Re:** Property Option Agreement (the "**Option Agreement**"), dated effective May 1, 2021, among DG Resources Management Ltd. ("**DGRM**"), Graydon Kowal (together with DGRM, the "**Vendors**"), Jody Dahrouge and EV Ventures Inc. (the "**Purchaser**"), with respect to the grant of a right to acquire an interest in the "May Lake Property"

Capitalized terms used but not defined in this letter have the meanings given to them in the Option Agreement.

With respect to the Option Agreement, this letter will confirm our agreement that the deadline for the Purchaser to pay DGRM the remainder of the Consideration Payment owing, as required by Paragraph 1.1 of the Option Agreement, is now on or before the earlier of: (i) August 31, 2022, and (ii) the date which is five business days following the issuance of the Prospectus Receipt.

Further, the parties agree to amend the Option Agreement as provided in this letter as follows:

Section 1.2 of the Option Agreement is deleted in its entirety and replaced with the following:

"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 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."

Except as otherwise amended by this letter, each of the undersigned parties confirm that the Option Agreement remains in full force and effect.

GRAYDON KOWAL

JODY DAHROUGE

Kindly confirm your agreement to this extension and amendment by signing and returning a copy