

BOARD REPRESENTATION AGREEMENT

Entered into on the 4th day of March, 2021.

BY AND BETWEEN:

EV NICKEL INC., a corporation duly incorporated under the *Business Corporations Act* (Ontario), having its head office at 44 Victoria Street, Suite 1612, Toronto, Province of Ontario, Canada M5C 1Y2

(hereinafter referred to as “**EVNi**”)

AND:

ROGUE RESOURCES INC., a corporation duly incorporated under the *Business Corporations Act* (British Columbia), having its head office at 44 Victoria Street, Suite 1612, Toronto, Province of Ontario, Canada M5C 1Y2

(hereinafter referred to as “**Rogue**”).

WHEREAS Rogue has agreed to sell to EVNi, and EVNi has agreed to purchase, all of Rogue’s rights, title and interest in and to the mining claims, exploration information, permits, licences, approvals, and authorizations to the unpatented mining claims that comprise the Langmuir W4 Project subject to the terms and conditions set forth in an asset purchase agreement (“**APA**”) dated March 4, 2021;

AND WHEREAS pursuant to the APA, Rogue and EVNi have agreed that Rogue shall have the right to nominate (i) two persons to the board of directors of EVNi (the “**EVNi Board**”) for so long as Rogue continues to hold not less than 20% of the issued and outstanding shares (the “**EVNi Shares**”) in the capital of EVNi, and (ii) one person to the EVNi Board for so long as Rogue continues to hold not less than 10% but not more than 20% of the issued and outstanding EVNi Shares;

AND WHEREAS Rogue and EVNi wish to formalize their understanding with respect to the EVNi Board;

NOW THEREFORE, THIS AGREEMENT WITNESSES THAT in consideration of the premises and the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. **Right to Appoint Director.** Rogue shall have the right, but not the obligation, to designate two individuals to serve as directors of EVNi (each individual being a “**Rogue Nominee**”) for so long as Rogue continues to hold not less than 20% of the issued and outstanding EVNi Shares. Rogue shall have the right, but not the obligation, to designate

one individual as a Rogue Nominee for so long as Rogue continues to hold not less than 10% but not more than 20% of the issued and outstanding EVNi Shares. In this regard, Rogue shall each year, not more than 60 days after the end of EVNi's fiscal year, give written notice to the chairman of the EVNi Board as to the name or names of the Rogue Nominee(s) to be proposed for election at the next meeting of shareholders of EVNi at which directors are to be elected (the "**Notice**"). In the event that Rogue fails to provide the Notice in the manner set out above, the individual or individuals named by Rogue in the previous Notice or pursuant to section 2 of this Agreement, as the case may be, shall be deemed to be the Rogue Nominee(s). Rogue shall provide EVNi with any additional information with respect to the Rogue Nominee(s) that EVNi may reasonably request, including information that may be required for a management information circular of EVNi or corporate or regulatory filings by EVNi. Rogue may give written notice to the chairman of the EVNi, not more than sixty days after the end of EVNi's fiscal year, that it does not wish to designate a Rogue Nominee, in which circumstance EVNi will not be required to propose a Rogue Nominee for election at the next meeting of shareholders of EVNi at which directors are to be elected. Any such decision by Rogue to not designate a Rogue Nominee shall not negate any other provision of this Agreement and shall not be construed or interpreted as a waiver by Rogue of its right to designate Rogue Nominees under this Agreement in respect of future fiscal years.

2. **Initial Rogue Nominees.** The parties agree that the initial Rogue Nominees are Sean Samson and Chris Wolfenberg.
3. **Obligations of EVNi.** EVNi shall take all reasonable steps, execute all such documents and do all such acts and things necessary to have the Rogue Nominee(s) serve as a member of the EVNi Board. Without limiting the generality of the foregoing, but subject to the terms and conditions of this Agreement, including section 5 hereof, EVNi shall: (i) cause the Rogue Nominee to be included in the management slate of nominees for election to the EVNi Board at any meeting of shareholders of EVNi called for that purpose; and (ii) support the Rogue Nominee(s) for election at any meeting of shareholders of EVNi called for that purpose.
4. **Replacement Nominees.** If the Rogue Nominee(s) shall cease to be a director of EVNi for any reason between meetings of the shareholders of EVNi, Rogue shall have the right, but not the obligation, to cause EVNi to fill the vacancy created on the EVNi Board as a result thereof and to cause such Rogue Nominee(s) to be replaced by another nominee to be designated by Rogue (the "**Replacement Nominee**"), such Replacement Nominee to hold office until the next meeting of the shareholders of EVNi at which directors of EVNi are elected. If Rogue chooses to exercise the foregoing right, it shall give written notice to the chairman of the EVNi Board as to the name of the Replacement Nominee not more than ten days after the date on which the Rogue Nominee(s) ceases to be a director of EVNi. Rogue shall provide EVNi with any additional information with respect to the Replacement Nominee that EVNi may reasonably request, including information that may be required for corporate or regulatory filings by EVNi. In the event that Rogue fails to provide a notice in the manner set out above, it shall be deemed to have waived its right to designate a Replacement Nominee in respect of such Rogue Nominee(s) pursuant to this section 4. The failure by Rogue to designate a Replacement Nominee pursuant to

this section 4 shall not negate any other provision of this Agreement and shall not be construed or interpreted as a waiver by Rogue of any of its other rights under this Agreement.

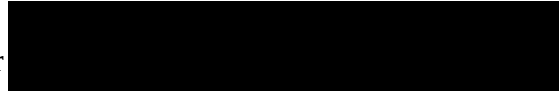
5. **Term of Agreement.** This Agreement shall remain in full force and effect only for so long as Rogue directly or indirectly holds at least 10% of the issued and outstanding EVNi Shares. If at any time Rogue directly or indirectly holds less than 10% of the issued and outstanding EVNi Shares, this Agreement shall automatically terminate, without any requirement of notice.
6. **Disclosure.** In the event that EVNi is required to publicly disclose the existence of this Agreement or the contents thereof, whether by way of press release, management information circular or otherwise, Rogue hereby consents and approves in advance to any such public disclosure by EVNi.
7. **Further Acts.** Each of the parties hereto shall from time to time and at all times hereafter do such further acts and execute and deliver all such further deeds and documents as shall be reasonably required in order to give effect to this Agreement.
8. **Governing Law.** This Agreement shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and each party accepts the jurisdiction of the courts of the Province of Ontario.
9. **Signature of Agreement.** This Agreement may be executed in counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. This Agreement may be executed by telecopier and any such signature shall be valid and binding.
10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof, whether verbal or written.
11. **Assignment.** No party to this Agreement may assign its interest in or under this Agreement without the prior written consent of the other party, with the exception that Rogue may assign this Agreement to an affiliate within the meaning of the *Business Corporations Act* (British Columbia).

[Remainder of page intentionally left blank. Signature page follows.]

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

EV NICKEL INC.

per



Michael Silver
Interim President

ROGUE RESOURCES INC.

per:



Sean Samson
President, CEO, Director