

THIS MINERAL PROPERTY ACQUISITION AGREEMENT is dated and made effective the 21st day of July, 2016.

BETWEEN:

THOMAS CLARKE, a geologist resident in Canada, having an office at Unit A – 223, 32 Avenue NE, Calgary, Alberta, T2E 2G8

(hereinafter referred to as the “**Vendor**”)

AND:

PUF VENTURES INC., a company incorporated under the laws of British Columbia, having an office at 804 – 750 West Pender Street, Vancouver, British Columbia, V6C 2T7

(hereinafter referred to as the “**Purchaser**”)

WHEREAS:

A. The Vendor is the beneficial owner of a one hundred percent (100%) interest in and to those certain mineral claims located in Quebec, Canada, as more particularly described in Schedule A attached hereto (the “**Property**”); and

B. The Vendor wishes to sell to the Purchaser and the Purchaser wishes to purchase a one hundred percent (100%) interest in and to the Property, on the terms and subject to the conditions as are more particularly set forth herein.

NOW THEREFORE this Agreement witnesseth that in consideration of the premises and covenants and agreements of the parties hereinafter set forth, the parties do covenant and agree with one another as follows:

INTERPRETATION

1. In this Agreement:

- (a) “**Environmental Claims**” means any and all administrative, regulatory, or judicial actions, suits, demands, claims, liens, notices of non-compliance or violation, investigations, or proceedings relating in any way to any Environmental Laws or any permit issued under any Environmental Laws, including, without limitation:
 - (i) any and all claims by government or regulatory authorities for enforcement, clean-up, removal, response, remedial, or other actions or damages under any applicable Environmental Law; and
 - (ii) any and all claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation, or injunctive or other relief resulting from hazardous materials, including any release of those claims,

or arising from alleged injury or threat of injury to human health or safety (arising from environmental matters) or the environment;

- (b) **“Environmental Laws”** means all requirements of the common law, civil code, or of environmental, health, or safety statutes of any agency, board, or governmental authority including, but not limited to, those relating to:
 - (i) Noise;
 - (ii) pollution or protection of the air, surface water, ground water, or land;
 - (iii) solid, gaseous, or liquid waste generation, handling, treatment, storage, disposal, or transportation;
 - (iv) exposure to hazardous or toxic substances; or
 - (v) the closure, decommissioning, dismantling, or abandonment of any facilities, mines, or workings and the reclamation or restoration of lands;
- (c) **“Exchange”** means the Canadian Securities Exchange;
- (d) **“Shares”** means the 2,100,000 common shares in the capital of the Purchaser to be issued to the Vendor pursuant to paragraph 4 hereof.

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDOR

2. The Vendor warrants and represents to the Purchaser that:

- (a) it has the full power and authority to carry on business and to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement;
- (b) is a Canadian citizen with a permanent address at Unit A, 223, 32 Avenue NE, Calgary, Alberta, T2E 2G8 and holds a valid prospecting permit and is legally able to stake claims in Quebec;
- (c) it has duly obtained all corporate authorizations for the execution of this Agreement and for the performance of this Agreement by it, and the consummation of the transactions herein contemplated will not conflict with or result in any breach of any covenants or agreements contained in, or constitute a default under, or result in the creation of any encumbrance under the provisions of the Articles or the constating documents of the Purchaser or any shareholders' or directors' resolution, indenture, agreement or other instrument whatsoever to which the Purchaser is a party or by which it is bound or to which it or the Property may be subject;
- (d) to the best of its knowledge and belief after reasonable enquiry, the mineral claims on the Property have been properly located, recorded and (where applicable) staked pursuant to the applicable laws and regulations of Quebec and are in good standing;

- (e) it holds all permits, licenses, consents and authorities issued by any governmental or government authority, which are necessary in connection with the ownership of the Property;
- (f) all fees, taxes, assessments, rentals, levies or other payments required to be made relating to the Property have been made;
- (g) other than this Agreement, there are no outstanding agreements or options to acquire or purchase the Property or any portion thereof or any interest therein;
- (h) there is no adverse claim or challenge against or to the ownership of or title to any part of the Property, and no party has any right, title, claim or other interest in the Property;
- (i) all property rights or interests of the Vendor in the Property are legally and beneficially owned or held by the Vendor, are in good standing, are valid and enforceable, are free and clear of any liens, charges or encumbrances and no royalty is payable in respect of any part of the Property;
- (j) there are no actions, claims, investigations, suits, proceedings or inquiries (judicial or otherwise) pending or, to the best of its knowledge, threatened against or relating to the Vendor or the Property before or by any governmental or regulatory agency or board, which may, in any way, have a materially adverse effect on the Vendor's ability to perform its obligations hereunder;
- (k) the Property does not, to the best of the Vendor's knowledge, contain any hazardous or toxic material, pollution or other adverse environmental conditions that may give rise to any environmental liability under any applicable Environmental Laws, and the Vendor has not received, nor is it aware of any pending or threatened, notice of non-compliance with any environmental laws, regulations, rules or by-laws;
- (l) it has not received from any governmental or regulatory agency or board, any notice of or communication relating to any actual or alleged Environmental Claims, and there are no outstanding work orders or actions required to be taken relating to environmental matters respecting the Property or any operations carried out on the Property;
- (m) it has provided to Purchaser all data, maps, interpretive data, samples and other materials relevant to the Property for evaluation and in the possession or control of the Vendor, and on the Transfer Date, it will deliver to Purchaser the said materials and information to be held in Purchaser's possession until this Agreement is terminated; and
- (n) the Vendor is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act*, R.S.C. 1985, Chapter 1 (5th Supp.), as amended.

The representations and warranties contained in this section are provided for the exclusive benefit of the Purchaser, and a breach of any one or more thereof may be waived by the

Purchaser in whole or in part at any time without prejudice to its rights in respect of any other breach of the same or any other representation or warranty, and the representations and warranties contained in this section shall survive the execution of this Agreement and of any transfers, assignments, deeds or further documents respecting the Property.

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PURCHASER

3. The Purchaser represents and warrants to and covenants with the Vendor, with the knowledge that the Vendor relies upon same in entering into this Agreement, that:

- (a) it has been duly incorporated, amalgamated or continued and validly exists as a corporation in good standing with respect to the filing of annual reports under the laws of its jurisdiction of incorporation, amalgamation or continuation;
- (b) it has duly obtained all corporate authorizations for the execution of this Agreement and for the performance of this Agreement by it, and the consummation of the transactions herein contemplated will not conflict with or result in any breach of any covenants or agreements contained in, or constitute a default under, or result in the creation of any encumbrance under the provisions of the Articles or the constating documents of the Purchaser or any shareholders' or directors' resolution, indenture, agreement or other instrument whatsoever to which the Purchaser is a party or by which it is bound or to which it or the Property may be subject;
- (c) it is a reporting issuer under the *Securities Acts* (British Columbia and Alberta), and is not listed on the list of reporting issuers in default of any requirement of such Acts or the regulations made thereunder as maintained by the British Columbia and Alberta Securities Commissions (collectively, the "Commissions");
- (d) the Shares will, at the time of delivery to the Vendor, be duly authorized and validly allotted and issued as fully paid and non-assessable, free of any liens, charges or encumbrances. The Shares will be subject to statutory hold periods expiring four months and one day from the date of issue;
- (e) on the date of receipt by the Vendor of the certificates representing the Shares, every consent, approval, authorization, order or agreement of the Exchange that is required for the issuance of the Shares and the delivery to the Vendor of such certificates to be valid will have been obtained and will be in effect; and
- (f) the Shares are part of a class of shares of the Purchaser that is currently listed and posted for trading on the Exchange and, at the time of the delivery of the certificates representing the Shares to the Vendor, will have been approved and reserved for listing on the Exchange.

The representations and warranties contained in this section are provided for the exclusive benefit of the Vendor and a breach of any one or more thereof may be waived by the Vendor in whole or in part at any time without prejudice to their rights in respect of any other breach of the

same or any other representation or warranty, and the representations and warranties contained in this section shall survive the execution hereof.

PURCHASE AND SALE

4. The Vendor hereby sells to the Purchaser a one hundred percent (100%) interest in and to the Property, free and clear of all claims, taxes, liens or encumbrances, as follows:
 - (a) The consideration payable by the Purchaser and to be issued to the Vendor pursuant to this Agreement shall be 2,000,000 Shares, to be issued within five days of acceptance of this Agreement by the Exchange.

TRANSFER OF INTEREST

5. Upon completion of obligations pursuant to paragraph 4 above, the Vendor will transfer their total 100% legal title to the Property to the Purchaser (the “**Transfer Date**”). In the event the Purchaser does not complete the Share issuance (and such failure continues for 30 days after notice from the Vendor), at the option of the Vendor, the Purchaser will forfeit its right to acquire the Property and no party will have further rights against the others pursuant to this Agreement.
6. The Purchaser may not assign this Agreement without the written consent of the Vendor, and any assignment will not relieve the Purchaser of its obligations hereunder.
7. Provided this Agreement is in good standing, until the Transfer Date the directors and officers of the Purchaser and its servants, agents and independent contractors, shall have the sole right in respect of the Property to:
 - (a) enter thereon;
 - (b) have exclusive and quiet possession thereof;
 - (c) do such further prospecting, exploration, development and/or other mining work thereon and thereunder as the Purchaser in its sole discretion may determine advisable;
 - (d) bring upon and erect upon the Property buildings, plant, machinery and equipment as the Purchaser may deem advisable; and
 - (e) remove therefrom and dispose of reasonable quantities of ores, minerals and metals for the purposes of obtaining assays or making other tests.
 - (f) The Purchaser agrees to conduct all work and activities (outlined in sections a through e listed above) in full compliance with all Indigenous consultation and related requirements including but not limited to the Eeyou Itschee agreements that cover northern Quebec.
8. Until the Transfer Date, the Purchaser shall, in regard to the Property:

- (a) maintain in good standing those licenses, mineral claims, concessions or other interests comprising the Property by the doing and filing of assessment work or the making of payments in lieu thereof and the performance of all other actions which may be necessary in that regard and in order to keep such mineral claims, concessions or other interests free and clear of all liens and other charges arising from the Purchaser's activities thereon except those at the time contested in good faith by the Purchaser;
- (b) permit the parties to this Agreement, at their own expense, reasonable and timely access to the results of the work done on the Property;
- (c) keep the Property free and clear of all liens, charges and encumbrances of every character arising from its operation hereunder (except for liens for taxes not then due, other inchoate liens and liens contested in good faith by the Purchaser) , and proceed with all reasonable diligence to contest or discharge any lien that is filed;
- (d) pay, when due and payable, all wages or salaries for services rendered in connection with the Property and all accounts for materials supplied on or in respect of any work or operation performed on the Property; and
- (e) do or cause to be done all work on the Property in a good and workmanlike fashion and in accordance with all applicable laws, regulations, orders and ordinances of any applicable governmental authority.

9. The Purchaser may, at any time prior to the Transfer Date, terminate this Agreement in its entirety on fifteen (15) days' written notice to the Vendor and except for the obligations set out in this Section and except for any liability for breach of any obligation incurred prior to such termination, shall thereafter have no liability to the Vendor as a result of such termination.

- (a) Upon termination pursuant to this Section, the Purchaser shall have no legal or beneficial interests in or to the Property. The Agreement is an option only in respect of the Property and except as specifically provided otherwise, nothing in this Agreement shall be construed as obligating Purchaser to do any acts or make any payments hereunder and any act or acts or payment or payments as shall be made hereunder shall not be construed as obligating Purchaser to do any further act or make any further payment.
- (b) Notwithstanding any other provisions of this Agreement, in the event of termination of this Agreement, Purchaser will:
 - (i) provide the Vendor with copies of all data and information related to the Property that were not provided to the Vendor prior to the termination of this Agreement, together with, if applicable, a final report on all work carried out by Purchaser together with all drill cores and unprocessed assay samples;
 - (ii) have the right and obligation to remove from the Property within 180 days of the effective date of such termination all equipment erected, installed or brought upon the Property by or at the instance of Purchaser;

- (iii) perform all reclamation work on the Property required under applicable mining, exploration and environmental laws in Quebec, as a result of exploration or operations carried out by or on behalf of Purchaser; and
- (iv) leave the mineral claims and any other mineral tenures comprising the Property free and clear of encumbrances and in good standing under applicable laws in Quebec for at least one month after the date of termination.

GENERAL

10. The headings to the respective sections in this Agreement will not be deemed part of this Agreement but will be regarded as having been used for convenience only.

11. There are no representations, warranties, collateral agreements, or conditions except as herein specified.

12. This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

13. The parties will execute and deliver all such further documents, do or cause to be done all such further acts and things, and give all such further assurances as may be necessary to give full effect to the provisions and intent of this Agreement.

14. Any notice required or permitted to be given to any of the parties to this Agreement will be in writing and may be given by prepaid registered post, fax, email, or personal delivery to the address of such party first above stated or such other address as any party may specify by notice in writing to the other parties, and any such notice will be deemed to have been given and received by the party to whom it was addressed if mailed, on the third day following the mailing thereof, if sent by facsimile or email, on successful transmission, or, if delivered, on delivery; but if at the time of mailing or between the time of mailing and the third business day thereafter there is a strike, lockout, or other labour disturbance affecting postal service, then the notice will not be effectively given until actually delivered.

15. This Agreement will be governed by and construed in accordance with the laws of British Columbia, and the parties hereby attorn to the jurisdiction of the Courts of competent jurisdiction of British Columbia in any proceeding hereunder.

16. This Agreement will also be governed by and construed in accordance with the laws of Quebec, and the parties hereby attorn to the jurisdiction of the Courts of competent jurisdiction of Quebec in any proceeding hereunder.

17. Time is of the essence of this Agreement.

18. Words and phrases used herein that have acquired special meanings in the mining industry will be read and construed in accordance with the special meanings attaching to those words, unless the context otherwise requires.

19. This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument.

20. Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.

21. Delivery of an executed copy of this Agreement by telecopy, telex, or other means of electronic communication producing a printed copy will be deemed to be execution and delivery of this Agreement on the date of such communication by the party so delivering such copy, subject to delivery of an originally executed copy of this Agreement to the other party hereto within two weeks of the date of delivery of the copy sent via the electronic communication.

22. Each party to this Agreement will be responsible for all of its own expenses, legal and other professional fees, disbursements, and all other costs incurred in connection with the negotiation, preparation, execution, and delivery of this Agreement and all documents and instruments relating hereto and the consummation of the transactions contemplated hereby.

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

THOMAS CLARKE

Per: “Thomas Clarke”

PUF VENTURES INC.

Per: “Derek Ivany”
Authorized Signatory

SCHEDULE A
TO THE MINERAL PROPERTY ACQUISITION AGREEMENT MADE BETWEEN
THOMAS CLARKE AND PUF VENTURES INC.

PROPERTY DESCRIPTION

Mineral claims located in Quebec, Canada, as follows:

Claim Number	Claim Owner	Area Ha	NTS Sheet	Issued Date	Expiry Date
CDC2450035	Thomas Clarke (Client 85975)	53.34	32O12	20-Jun-16	19-Jun-18
CDC2450036	Thomas Clarke (Client 85975)	53.34	32O12	20-Jun-16	19-Jun-18
CDC2450037	Thomas Clarke (Client 85975)	53.34	32O12	20-Jun-16	19-Jun-18
CDC2450038	Thomas Clarke (Client 85975)	53.34	32O12	20-Jun-16	19-Jun-18
CDC2450039	Thomas Clarke (Client 85975)	53.34	32O12	20-Jun-16	19-Jun-18
CDC2450040	Thomas Clarke (Client 85975)	53.34	32O12	20-Jun-16	19-Jun-18
CDC2450041	Thomas Clarke (Client 85975)	53.33	32O12	20-Jun-16	19-Jun-18
CDC2450042	Thomas Clarke (Client 85975)	53.33	32O12	20-Jun-16	19-Jun-18
CDC2450043	Thomas Clarke (Client 85975)	53.34	32O12	20-Jun-16	19-Jun-18

Map of the Claims Comprising the Lac Saint Simon Lithium Property (outlined in red)

