

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is dated as of the 10th day of December, 2021.

BETWEEN: ADAM MOGIL, in trust for those parties described in Schedule B attached hereto,
(collectively the “**Sellers**”)

AND: RIFT LITHIUM INC. a corporation incorporated pursuant to the laws of the Province of Ontario and having an office at 1 Adelaide Street East, Suite 801, Toronto, Ontario M5C 2V9,
(the “**Purchaser**”)

WHEREAS the Sellers collectively own, directly and indirectly, a 100% beneficial interest (the “**Interest**”) in the Property (as hereinafter defined);

AND WHEREAS the Purchaser has agreed to purchase, and the Sellers have agreed to sell the Interest in accordance with the terms of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained, and for purposes of documenting the mutual understanding among the parties, each jointly and severally agrees as follows:

1. DEFINITIONS

1.1 In this Agreement and in the Schedule and the recitals hereto:

“**Closing Date**” means the date to be agreed upon by the parties, which, however, shall not be later than seven (7) days following the approval of the terms of this Agreement by the applicable regulatory authorities, if any;

“**Interest**” means all of the collective right, title and interest of the Sellers in the Property;

“**Property**” means collectively those mineral claims in the Province of Ontario as more particularly described in Schedule A attached hereto; and

“**Shares**” mean common shares without par value in the capital of the Purchaser.

2. ACQUISITION AND DISPOSITION OF THE PROPERTY

2.1 The Sellers hereby sell, transfers and assign to the Purchaser all of their Interest for and in consideration of the Purchaser issuing an aggregate of 39,999,999 Shares (the “**Purchase Shares**”),

at an issue price of \$0.02 per Share, to the Sellers, which Purchase Shares will be issued on the Closing Date in the manner set forth in Schedule B attached hereto.

2.2 The Sellers hereby acknowledge that the Purchase Shares will have a “hold” period pursuant to applicable Canadian securities laws.

3. REPRESENTATIONS AND COVENANTS OF THE PARTIES

3.1 Each of the Sellers hereby represents and covenants to the Purchaser that:

- (a) the Seller is the legal, registered and/or beneficial owner of its/his/her percentage Interest; such mining claims are properly and validly recorded in the name of the Sellers; and there are no adverse claims or challenges against or to the ownership or title to such mineral claims, nor to the Seller’s knowledge is there any basis therefor;
- (b) entering into this Agreement and completing the transactions hereunder does not and will not conflict with, and does not and will not result in a breach of, any of the terms of any instrument or any agreement to which the Seller is a party;
- (c) neither the execution and delivery of this Agreement nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transactions hereby contemplated conflict with, result in the breach of or accelerate the performance required by, any agreement to which the Seller is a party;
- (d) each of the mining claims comprising the Property has been duly and validly staked and/or an application for permits have been made to the applicable mining authority pursuant to all applicable laws and regulations and except as herein provided are free and clear of all liens, charges, royalties and encumbrances;
- (e) there are no outstanding agreements or options to acquire or purchase an interest in any of the Property, or to explore, develop or exploit any part thereof, and no person has any royalty or other interest whatsoever in the Property or any production therefrom; and
- (f) there are no pending or threatened actions, suits, claims or proceedings regarding the Property or any portion thereof.

3.2 The Purchaser hereby represents and covenants to the Sellers that:

- (a) it is a corporation duly incorporated and validly subsisting and in good standing under the laws of Ontario;
- (b) it has the power, capacity and other authority to enter into and perform its obligations under this Agreement and all transactions contemplated herein and all corporate and other actions required to authorize it to enter into and perform this Agreement have been duly and validly taken;

- (c) it has all necessary corporate power to own properties and assets and to carry on its business as now conducted by it, and is registered as required and is in good standing with respect to the filing of returns under the laws of all jurisdictions in which it carries on business;
- (d) this Agreement has been duly executed and delivered by it and is valid and binding upon the Purchaser in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium, or other similar laws presently or hereinafter in effect affecting the enforcement of creditors' rights generally or other equitable principles;
- (e) the execution, delivery, performance and consummation of the transactions contemplated by this Agreement will not result in a default under any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Purchaser is a party;
- (f) the issue of the Purchase Shares has been approved by all requisite corporate action and the Purchase Shares will, upon issue and delivery to the Sellers, be validly issued as fully paid and non-assessable;
- (g) the Purchaser is not a reporting issuer in any province in Canada;
- (h) there is no material fact or material change related to the Purchaser which has not been generally disclosed;
- (i) no order ceasing or suspending trading in the securities of the Purchaser nor prohibiting sale of such securities has been issued against the Purchaser and to the best of the Purchaser's knowledge no investigations or proceedings for such purposes are pending or threatened; and
- (j) no proceedings have been taken or authorized by the Purchaser or by any other person with respect to the bankruptcy, insolvency, liquidation, dissolution or winding up of the Purchaser or with respect to any amalgamation, merger, consolidation, arrangement or reorganization of, or relating to, the Purchaser, nor, to the knowledge of the Purchaser, have any such proceedings been threatened by any other person.

3.3 The representations and warranties set out herein are conditions on which the parties have relied in entering into this Agreement and will survive for a period of 12 months following the Closing Date, and each of the parties will indemnify and save the other harmless from all loss, damage, costs, actions and suits arising out of or in connection with any breach of any representation, warranty, covenant, agreement or condition made by it/him/her and contained in this Agreement; provided that any liability of a party hereunder shall be limited to such party's pro rata proceeds from the transactions contemplated in this Agreement. For greater certainty, the obligations for indemnification are several and not joint and several.

4. CLOSING

4.1 Upon issuance of the Purchase Shares, each of the Sellers will:

- (a) do all things necessary to transfer the Interest to the Purchaser; and
- (b) transfer and deliver to the Purchaser all information relating to the Property, either in their possession or which they can reasonably obtain.

5. SHARING OF AND CONFIDENTIAL NATURE OF INFORMATION

5.1 Each party agrees that all information obtained hereunder will be the exclusive property of the parties and not publicly disclosed or used other than for the activities contemplated hereunder except as required by law or by the rules and regulations of any regulatory authority or stock exchange having jurisdiction or with the written consent of the other party, such consent not to be unreasonably withheld.

6. NOTICES

6.1 Any notice, direction or other instrument required or permitted to be given under this Agreement will be in writing and may be given by the delivery of the same or by mailing the same by prepaid registered or certified mail or by sending the same by facsimile, e-mail or other similar form of communication, in each case addressed to the address first listed above or the following facsimile numbers or e-mail addresses:

- (a) if to the Sellers, at the respective addresses set out in Schedule B attached hereto; and
- (b) if to the Purchaser, at 1 Adelaide Street East, Suite 801, Toronto, Ontario M5C 2V9.

6.2 Any notice, direction or other instrument will:

- (a) if delivered, be deemed to have been given and received on the day it was delivered;
- (b) if mailed, be deemed to have been given and received on the fifth business day following the day of mailing, except in the event of disruption of the postal service in which event notice will be deemed to be received only when actually received; and
- (c) if sent by facsimile, email or other similar form of communication, be deemed to have been received by that party upon the sending party receiving electronic confirmation of delivery.

6.3 Any party may at any time give to the others notice in writing of any change of address of the party giving such notice and from and after the giving of such notice the address or addresses therein specified will be deemed to be the address of such party for the purposes of giving notice hereunder.

7. ARBITRATION

7.1 If any question, difference or dispute shall arise between the parties or any of them in respect of any matter arising under this Agreement or in relation to the construction here the same shall be determined by the award of one arbitrator. The decision of the arbitrator shall be made within 30 days after the selection. The expense of the arbitration shall be paid accordingly as the arbitrator shall decide in his award. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act* (Ontario), as amended, and the decision of the arbitrator shall be conclusive and binding upon the parties. The rules and procedures for the arbitration shall be procedures established by the ADR Institute of Ontario. The place of arbitration shall be Toronto, Ontario, Canada.

8. GENERAL

8.1 The parties will execute such further and other documents and do such further and other things as may be necessary or convenient to carry out and give effect to the intent of this Agreement.

8.2 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

8.3 This Agreement shall constitute the entire agreement between the parties and, except as hereafter set out, replaces and supersedes all prior agreements, memoranda, correspondence, communications, negotiations and representations, whether oral or written, express or implied, statutory or otherwise between the parties with respect to the subject matter herein.

8.4 This Agreement will be governed by and construed according to the laws of Ontario and the laws of Canada applicable therein. Subject to section 7.1, all actions arising from this Agreement will be commenced and maintained in the Supreme Court of Ontario.

[Signature page follows]

SCHEDULE A

THE PROPERTY DESCRIPTION

The Mound Lake Property, covering an area of approximately 5200 hectares (ha), comprises 243 unpatented single cell mining claims in the townships of Cockeram, Church, McIvor and Adamson, Thunder Bay District, Ontario. The claims are numbered 695867 through 696109, inclusive, and registered to Adam Mogil. The property is situated between latitudes 49°06'43" and 49°10'30" N and longitudes 88°28'45" and 88°35'19" W.

Township / Area	Tenure ID	Tenure Type	Anniversary Date	Status	Tenure %	Work Required
MCIVOR	695867	Single Cell Mining Claim	2023-12-10	Active	100	400
MCIVOR	695868	Single Cell Mining Claim	2023-12-10	Active	100	400
MCIVOR	695869	Single Cell Mining Claim	2023-12-10	Active	100	400
MCIVOR	695870	Single Cell Mining Claim	2023-12-10	Active	100	400
MCIVOR	695871	Single Cell Mining Claim	2023-12-10	Active	100	400
MCIVOR	695872	Single Cell Mining Claim	2023-12-10	Active	100	400
MCIVOR	695873	Single Cell Mining Claim	2023-12-10	Active	100	400
MCIVOR	695874	Single Cell Mining Claim	2023-12-10	Active	100	400
MCIVOR	695875	Single Cell Mining Claim	2023-12-10	Active	100	400
MCIVOR	695876	Single Cell Mining Claim	2023-12-10	Active	100	400
MCIVOR	695877	Single Cell Mining Claim	2023-12-10	Active	100	400
MCIVOR	695878	Single Cell Mining Claim	2023-12-10	Active	100	400
MCIVOR	695879	Single Cell Mining Claim	2023-12-10	Active	100	400
MCIVOR	695880	Single Cell Mining Claim	2023-12-10	Active	100	400
MCIVOR	695881	Single Cell Mining Claim	2023-12-10	Active	100	400
MCIVOR	695882	Single Cell Mining Claim	2023-12-10	Active	100	400
MCIVOR	695883	Single Cell Mining Claim	2023-12-10	Active	100	400
MCIVOR	695884	Single Cell Mining Claim	2023-12-10	Active	100	400
MCIVOR	695885	Single Cell Mining Claim	2023-12-10	Active	100	400

MCIVOR	695886	Single Cell Mining Claim	2023-12-10	Active	100	400
MCIVOR	695887	Single Cell Mining Claim	2023-12-10	Active	100	400
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MCIVOR	695889	Single Cell Mining Claim	2023-12-10	Active	100	400
MCIVOR	695890	Single Cell Mining Claim	2023-12-10	Active	100	400
MCIVOR	695891	Single Cell Mining Claim	2023-12-10	Active	100	400
MCIVOR	695892	Single Cell Mining Claim	2023-12-10	Active	100	400
MCIVOR	695893	Single Cell Mining Claim	2023-12-10	Active	100	400
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MCIVOR	695898	Single Cell Mining Claim	2023-12-10	Active	100	400
MCIVOR	695899	Single Cell Mining Claim	2023-12-10	Active	100	400
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MCIVOR	695902	Single Cell Mining Claim	2023-12-10	Active	100	400
MCIVOR	695903	Single Cell Mining Claim	2023-12-10	Active	100	400
MCIVOR	695904	Single Cell Mining Claim	2023-12-10	Active	100	400
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ADAMSON, MCIVOR	696069	Single Cell Mining Claim	2023-12-10	Active	100	400
ADAMSON, MCIVOR	696070	Single Cell Mining Claim	2023-12-10	Active	100	400
ADAMSON	696071	Single Cell Mining Claim	2023-12-10	Active	100	400
ADAMSON, MCIVOR	696072	Single Cell Mining Claim	2023-12-10	Active	100	400
ADAMSON	696073	Single Cell Mining Claim	2023-12-10	Active	100	400
ADAMSON	696074	Single Cell Mining Claim	2023-12-10	Active	100	400
ADAMSON, MCIVOR	696075	Single Cell Mining Claim	2023-12-10	Active	100	400
ADAMSON, COCKERAM	696076	Single Cell Mining Claim	2023-12-10	Active	100	400
ADAMSON	696077	Single Cell Mining Claim	2023-12-10	Active	100	400
ADAMSON, MCIVOR	696078	Single Cell Mining Claim	2023-12-10	Active	100	400
ADAMSON	696079	Single Cell Mining Claim	2023-12-10	Active	100	400
ADAMSON	696080	Single Cell Mining Claim	2023-12-10	Active	100	400
ADAMSON, CHURCH, COCKERAM, MCIVOR	696081	Single Cell Mining Claim	2023-12-10	Active	100	400
CHURCH, COCKERAM	696082	Single Cell Mining Claim	2023-12-10	Active	100	400

ADAMSON, COCKERAM	696083	Single Cell Mining Claim	2023-12-10	Active	100	400
ADAMSON	696084	Single Cell Mining Claim	2023-12-10	Active	100	400
ADAMSON	696085	Single Cell Mining Claim	2023-12-10	Active	100	400
ADAMSON	696086	Single Cell Mining Claim	2023-12-10	Active	100	400
ADAMSON	696087	Single Cell Mining Claim	2023-12-10	Active	100	400
ADAMSON	696088	Single Cell Mining Claim	2023-12-10	Active	100	400
ADAMSON	696089	Single Cell Mining Claim	2023-12-10	Active	100	400
ADAMSON	696090	Single Cell Mining Claim	2023-12-10	Active	100	400
COCKERAM	696091	Single Cell Mining Claim	2023-12-10	Active	100	400
COCKERAM	696092	Single Cell Mining Claim	2023-12-10	Active	100	400
COCKERAM	696093	Single Cell Mining Claim	2023-12-10	Active	100	400
COCKERAM	696094	Single Cell Mining Claim	2023-12-10	Active	100	400
COCKERAM	696095	Single Cell Mining Claim	2023-12-10	Active	100	400
COCKERAM	696096	Single Cell Mining Claim	2023-12-10	Active	100	400
COCKERAM	696097	Single Cell Mining Claim	2023-12-10	Active	100	400
COCKERAM	696098	Single Cell Mining Claim	2023-12-10	Active	100	400
COCKERAM	696099	Single Cell Mining Claim	2023-12-10	Active	100	400
CHURCH, COCKERAM	696100	Single Cell Mining Claim	2023-12-10	Active	100	400
COCKERAM	696101	Single Cell Mining Claim	2023-12-10	Active	100	400
COCKERAM	696102	Single Cell Mining Claim	2023-12-10	Active	100	400
COCKERAM	696103	Single Cell Mining Claim	2023-12-10	Active	100	400
COCKERAM	696104	Single Cell Mining Claim	2023-12-10	Active	100	400
COCKERAM	696105	Single Cell Mining Claim	2023-12-10	Active	100	400
COCKERAM	696106	Single Cell Mining Claim	2023-12-10	Active	100	400
COCKERAM	696107	Single Cell Mining Claim	2023-12-10	Active	100	400
COCKERAM	696108	Single Cell Mining Claim	2023-12-10	Active	100	400
COCKERAM	696109	Single Cell Mining Claim	2023-12-10	Active	100	400

SCHEDULE B



