

## **Purchase Agreement EL Claims**

This Purchase Agreement EL Claims ("Agreement") is made and entered into by Nevada Alaska Mining Co., Inc., a Nevada corporation ("Seller"), Clear Sky Lithium Nevada Inc., a Nevada corporation ("Buyer"), and 1291455 B.C. Ltd., a British Columbia corporation ("Parent").

### **Recitals**

A. Seller owns the EL unpatented mining claims situated in Eureka County and Nye County, Nevada, more particularly described below.

B. Buyer desires to purchase from Seller and Seller desires to sell to Buyer all of Seller's right, title and interest in and to the unpatented mining claims and the data relating to the unpatented mining claims on the terms and conditions described below.

Now, therefore, in consideration of their mutual covenants and promises, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

### **1. Definitions.**

1.1. "Agreement" means this Purchase Agreement, including all amendments and modifications, and all schedules and exhibits (each individually an "Exhibit" and collectively the "Exhibits") attached to and by this reference incorporated in this Agreement.

1.2. "Area of Interest" means T15N R52E MDB&M, Nevada.

1.3. "Buyer" means Clear Sky Lithium Nevada Inc., a Nevada corporation, and its successors and assigns.

1.4. "Closing" means the delivery of documents and other items to be delivered by the parties, the exchange of consideration, and the consummation of the transactions contemplated under this Agreement as described in Section 7.

1.5. "Closing Date" means the date on which the Closing shall occur.

1.6. "Effective Date" shall mean the date on which this Agreement is signed and delivered by all parties. Each party shall deliver an executed copy of this Agreement to the other parties promptly following such party's execution of this Agreement. Neither party shall be obligated to perform its obligations under this Agreement until it has received a copy of this Agreement executed by each other party.

1.7. "Parent" means 1291455 B.C. Ltd., a British Columbia corporation, and its successors and assigns.

1.8. "Property" means collectively the unpatented mining claims described in Exhibit A, all of Seller's right, title and interest in and to any assay results, chip trays, core, data, digital data, drill cuttings, information, imagery, maps, pulps, reports and samples acquired, created, developed or

possessed by Seller and Buyer concerning the foregoing described unpatented mining claims (collectively the "Data").

**1.9. "Seller"** means Alaska Nevada Mining Co., Inc., a Nevada corporation, and its successors and assigns.

**1.10. "Shares"** means the issued and outstanding shares of the common stock of 1291455 B.C. Ltd., a British Columbia corporation.

## **2. Purchase and Sale.**

**2.1. Sale of Property.** Subject to all the terms and conditions of this Agreement and for the consideration described in this Agreement, Seller agrees to sell to Buyer and Buyer agrees to buy the Property.

**2.2. Purchase Consideration.** The consideration for Buyer's purchase of the Property (the "Purchase Price") shall be (a) the sum of \$50,000.00US; (b) 100,000 Shares, provided that if the initial public sale or offering price of the Shares is less than \$0.50US per Share, then the number of Shares to be delivered to Seller shall be the number of Shares having a value of \$50,000.00US; and (c) Buyer's grant to Seller of a gross returns mineral production royalty of two percent (2.0%) from the production of minerals from the Property and any unpatented mining claims that Buyer locates in the Area of Interest.

## **3. Closing.**

**3.1. Closing Date.** The close of this Agreement shall be on or before November 10, 2021, or such other extended date as the parties agree, provided that the parties shall make a diligent effort to close the transaction as soon as possible following the parties' execution of this Agreement. The Closing shall be held electronically when the parties have delivered to one another digital copies of the documents described in Sections 3.3 and 3.4. On Closing the originals of the Closing documents shall be delivered to the parties in accordance with Section 3.3 and Section 3.4.

**3.2. Closing Costs.** Buyer shall pay all expenses, including filing and recording fees and real property transfer taxes, if any, for the recording of the instruments necessary to convey title to Buyer under this Agreement.

**3.3. Delivery by Seller to Buyer.** At the Closing Date, Seller shall execute and deliver, as applicable, the following:

**3.3.1.** A Deed With Reservation of Mineral Royalty (the "Deed") executed by Seller conveying to Buyer the unpatented mining claims which comprise the Property in the form attached as Exhibit B. The original Deed shall be delivered to Buyer.

**3.3.2.** A declaration of value to be submitted on recording of the Deed to be executed and delivered by Buyer in accordance with Section 3.4.

**3.3.3.** A Bill of Sale executed by Seller in the form attached as Exhibit C of this Agreement. The original Bill of Sale shall be delivered to Buyer.

**3.3.4.** A certificate of Seller dated the Closing Date in the form attached as Exhibit D in compliance with Internal Revenue Code Section 1445 and the regulations of the Internal Revenue Service.

**3.3.5.** Seller shall also deliver to Buyer all of the data, information and samples and other physical elements of the Property possessed by Seller concerning or relating to the Property.

**3.3.6.** Such other documents as may be necessary to close the transactions contemplated by this Agreement.

**3.4. Buyer's Delivery to Seller.** At the Closing, Buyer shall execute and deliver, as applicable, the following:

**3.4.1.** Buyer shall execute and deliver the Deed.

**3.4.2.** A declaration of value to be submitted upon recording of the Deed.

**3.4.3.** A duly executed certificate for the Shares as the Share component of the Purchase Price.

**3.4.4.** Payment of the sum of \$50,000.00 representing the cash component of the Purchase Price. Buyer shall deliver the payment by wire transfer to the trust account of Buyer's Nevada counsel Erwin Thompson Failers. On the parties' execution and delivery of this Agreement, Erwin Thompson Failers shall prepare a check payable to Seller in the sum \$50,000.00 which shall be delivered to Seller at the office of Erwin Thompson Failers at which time Seller shall deliver to the firm the executed instruments described in Sections 3.3.1 to 3.3.4.

**3.4.5.** Such other documents as may be necessary to close the transactions contemplated by this Agreement.

**3.5. Recording and Filing.** Following the Closing, Buyer shall promptly record the Deed in the Office of the Eureka County Recorder and the Office of the Nye County Recorder. Buyer shall promptly file a notice of transfer of interest of the unpatented mining claims which comprise the Property in the Nevada State Office of the United States Bureau of Land Management ("BLM"). Buyer shall promptly deliver copies of the recorded and filed documents to Seller. Buyer shall pay the filing and recording fees imposed by BLM and the Eureka County Recorder and the Nye County Recorder.

**4. Seller's Covenants, Representations and Warranties.** Seller represents and warrants to and in favor of Buyer as of the Effective Date and as of the Closing Date, and covenants, as follows:

**4.1. Authority.** Seller has full power, legal right and authority to enter into this Agreement and the instruments which it is obligated to execute and deliver in accordance with the terms of this Agreement and to do all such acts and things as are required to be done, observed or performed by Seller in accordance with this Agreement.

**4.2. Valid Authorization of this Agreement.** Seller has taken all necessary action to authorize the execution, delivery and performance of this Agreement and the instruments which it is obligated to execute and deliver in accordance with this Agreement and to observe and perform the

provisions of this Agreement and any such instrument to which it is a party in accordance with its terms.

**4.3. Validity of Agreement and Non-Conflict.** Except as described in this Section, none of the authorization, creation, execution, delivery of this Agreement or any of the instruments which Seller is obligated to execute and deliver in accordance with this Agreement requires Seller to obtain any approval or consent of any governmental agency or authority having jurisdiction of Seller, nor is it in conflict with or contravention of, as applicable, the provisions of any material indenture, instrument, agreement or undertaking to which Seller is a party or by which it or any of its respective properties or assets are bound, including, without limitation, the Property. This Agreement and each instrument executed and delivered by Seller constitutes a valid and legally binding obligation of Seller and, when executed and delivered, of the instruments which Seller is obligated to execute and deliver in accordance with this Agreement will constitute valid and legally binding obligations of Seller, enforceable against it in accordance with their respective terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws or events relating to or affecting creditors' rights generally.

**4.4. Title.** To the best of the knowledge and ability of the Seller and except as expressly provided in this Agreement, Seller represents that: (a) the unpatented mining claims which are part of the Property were properly located in accordance with applicable federal and state laws and regulations; (b) the unpatented mining claims which are part of the Property are in good standing; (c) subject to the paramount title of the United States, the unpatented mining claims are free and clear of adverse claims, liens, or encumbrances; and (d) all Federal annual unpatented mining claim maintenance fees have been paid properly and timely. Seller represents and warrants that it has not created or granted any claims, encumbrances, liens or royalties against the Property and that Seller has not received from any third-party notice of a claim, encumbrance, lien or royalty. Seller disclaims any representation or warranty concerning the existence or proof of a discovery of locatable minerals on or under the Property. Buyer acknowledges that it has had an opportunity to conduct due diligence regarding Seller's title to and other aspects of the Property *and accept the property in its current condition.*

**4.5. Seller Not a Foreign Person.** Seller is not a "foreign person" as defined under Section 1445(f) of the Internal Revenue Code of 1954, as amended.

Note: Personal Information

**4.6. Seller's Assets.** The Property does not constitute all or substantially all of Seller's assets.

**5. Buyer's Covenants, Representations and Warranties.** To induce Seller to enter this Agreement, Buyer represents and warrants to and in favor of Seller as of the Effective Date and as of the Closing Date, and covenants, as follows:

**5.1. Authority.** Buyer has full power, legal right and authority to enter into this Agreement and the instruments which it is obligated to execute and deliver in accordance with the terms of this Agreement and to do all such acts and things as are required to be done, observed or performed by Buyer in accordance with this Agreement.

**5.2. Valid Authorization of this Agreement.** Buyer has taken all necessary action to authorize the execution, delivery and performance of this Agreement and the instruments which it is obligated to execute and deliver in accordance with this Agreement and to observe and perform the provisions of this Agreement and any such instrument to which it is a party in accordance with its terms.

**5.3. Shares.** The Shares shall be subject to the requirements of all applicable Canadian, United States, provincial and state laws and regulations and the rules of each exchange or trading association on which the Shares are listed for trading or are traded. Seller acknowledges that the Shares have not been registered under any Canadian, United States, provincial or state securities laws, and that the Shares may not be offered or sold unless subsequently registered under all applicable Canadian, United States, provincial and state securities laws or unless exemptions from registration requirements are available for the transaction, as established to the satisfaction of the Issuer, by opinion of counsel or otherwise. Seller acknowledges that the Shares will be “restricted securities,” as defined in Rule 144 under the United States Securities Act of 1933, as amended (the “1933 Act”), and may only be transferred pursuant to an effective registration statement under the 1933 Act, pursuant to a transaction outside of the United States in accordance with Rule 904 of Regulation S other than 1933 Act or pursuant to a transaction that is exempt from the registration requirements of the 1933 Act, and that the Shares shall be subject to a hold period of not less than four (4) months after the date of issuance. Seller acknowledges that, in addition to the legends required under Canadian securities laws, the Shares will bear legends to the foregoing effect. Seller understands and acknowledges that the Issuer is not obligated to file and has no present intention of filing with the United States Securities and Exchange Commission or any state securities administrator any registration statement in respect of resales of the Shares in the United States. It is the parties’ present understanding that the initial public offering price of the Shares will be \$0.50US per Share or greater, however, if the price per Share is less than \$0.50US, the number of Shares which Buyer shall deliver to Seller as part of the Purchase Price shall be the number of Shares having a total value of \$50,000.00US.

**6. Mutual Representations and Warranties.** Each of the parties agrees and represents for itself as follows:

**6.1 Compliance with Laws.** That it has complied with all applicable laws and regulations of any governmental body, federal, state or local, regarding the terms of and performance of its obligations under this Agreement. Each party shall maintain its standing as a business entity in accordance with the laws of the jurisdiction of its organization.

**6.2 No Pending Proceedings.** That there are no lawsuits or proceedings pending or threatened which affect its ability to perform the terms of this Agreement.

**6.3 Costs.** That it shall pay all costs and expenses incurred or to be incurred by it in negotiating and preparing this Agreement and in closing and carrying out the transactions contemplated by this Agreement.

**6.4 Brokers.** That it has had no dealings with any agent, broker or finder in connection with this Agreement, and shall indemnify, defend and hold the other party harmless from and against any claims that may be asserted through such party that any agent’s broker’s or finder’s fee is due in connection with this Agreement.

**6.5 National Security.** That it is not on the Specially Designated National & Blocked Persons List of the Office of Foreign Assets Control of the United States Treasury Department and is not otherwise blocked or banned by any foreign assets office rule or any other law or regulation, including the USA Patriot Act or Executive Order 13224.

7. **Notices.** Any notices required or authorized to be given by this Agreement shall be in written form. Any notices required or authorized to be given by this Agreement may be sent by registered or certified delivery, postage prepaid and return receipt requested, addressed to the proper party at the following address or such address as the party shall have designated to the other parties in accordance with this paragraph. Any notice required or authorized to be given by this Agreement shall be deemed to have been sufficiently given or served in written form if mailed as provided herein, personally delivered to the proper party, or sent by telex, telegraph, telecopier or other means of electronic transmission, and actually received by such party. Such notice shall be effective on the date of receipt by the addressee party.

If to Seller: Nevada Alaska Mining Co., Inc.

[REDACTED]

Note: Personal Information

If to Buyer: Clear Sky Lithium Nevada Inc.

[REDACTED]

Note: Personal Information

8. **Binding Effect of Obligations.** This Agreement shall be binding upon and inure to the benefit of the respective parties, and their personal representatives, successors and assigns.

9. **Whole Agreement.** The parties agree that the whole agreement between them is written in this Agreement. There are no terms or conditions, express or implied, other than in this Agreement. This Agreement may be amended or modified only by an instrument in writing, signed by the parties with the same formality as this Agreement.

10. **Governing Law and Forum Select.** This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. The forum for any action regarding the construction or enforcement of this Agreement shall be the Second Judicial District Court, Washoe County, Reno, Nevada.

11. **Multiple Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same Agreement.

12. **Severability.** If any part, term or provision of this Agreement is held by the Courts to be illegal or in conflict with any law of the United States or any state, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

13. **Parent as a Party.** Parent, 1291455 B.C. Ltd., is a party to this Agreement as the issuer of the Shares and, aside from its obligation to issue and deliver the Shares, does not assume or undertake to perform any other obligations of Buyer under this Agreement or the Deed.

The parties have executed this Agreement effective on the date it is executed by both parties.

[signatures on following page]

Note: Personal Information

[REDACTED]

Alaska Nevada Mining Co., Inc.

By   
Barbara Anne Craig, President

Note: Personal Information

Clear Sky Lithium Nevada Inc.

By \_\_\_\_\_  
Kyle Stevenson, President

1291455 B.C. Ltd

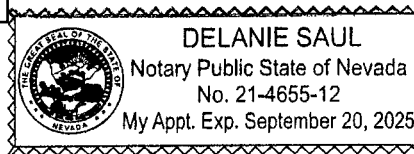
By \_\_\_\_\_  
Kyle Stevenson, President

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF <sup>Lyon</sup> WASHOE    )

[Redacted] Note: Personal Information

This Purchase Agreement EL Claims was acknowledged before me on November 16, 2021, by Barbara Anne Craig, President of Nevada Alaska Mining Co., Inc.

[Redacted] Note: Personal Information  
Notary Public



\_\_\_\_\_)  
\_\_\_\_\_) ss.  
\_\_\_\_\_)

This Purchase Agreement EL Claims was acknowledged before me on November \_\_, 2021, by Kyle Stevenson as President of Clear Sky Lithium Nevada Inc. and as President of 1291455 B.C. Ltd.

\_\_\_\_\_  
Notary Public



Alaska Nevada Mining Co., Inc.

By \_\_\_\_\_  
Barbara Anne Craig, President

Clear Sky Lithium Nevada Inc.

By \_\_\_\_\_  
Kyle Stevenson, President

Note: Personal Information

1291455 B.C. Ltd

By \_\_\_\_\_  
Kyle Stevenson, President

Note: Personal Information

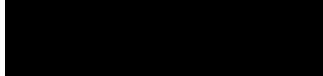
STATE OF NEVADA        )  
                                  ) ss.  
COUNTY OF WASHOE    )

This Purchase Agreement EL Claims was acknowledged before me on November \_\_, 2021, by  
Barbara Anne Craig, President of Nevada Alaska Mining Co., Inc.

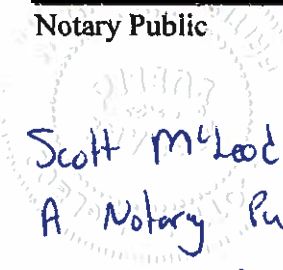
\_\_\_\_\_  
Notary Public

Province of British Columbia  
                                  ) ss.  
City of Vancouver        )

This Purchase Agreement EL Claims was acknowledged before me on November 17, 2021, by  
Kyle Stevenson as President of Clear Sky Lithium Nevada Inc. and as President of 1291455 B.C. Ltd.

 Note: Personal Information

\_\_\_\_\_  
Notary Public

  
Scott McLeod  
A Notary Public for the  
Province of British Columbia

**Exhibit A**

**Description of Property  
Eureka County and Nye County, Nevada**

EL 1 to EL 12, BLM Serial Numbers 105252374 to 105252385

EL 19 to EL 32, BLM Serial Numbers 105252386 to 105252399

**Exhibit B**

**Form of Deed With Reservation of Royalty**

**Exhibit C**

**Form of Bill of Sale**

**Bill of Sale**

This Bill of Sale is made and executed by Nevada Alaska Mining Co., Inc., a Nevada corporation ("Seller"), whose address is P.O. Box 2611, Fernley, Nevada 89408, and Clear Sky Lithium Nevada Inc., a Nevada corporation ("Buyer"), whose address is 2904-108 West Cordova Street, Vancouver, British Columbia V6B 0G5.

This Bill of Sale is executed and delivered in accordance with the Purchase Agreement dated November \_\_\_, 2021, between Seller and Buyer, concerning the sale by Seller of the EL unpatented mining claims in Eureka County and Nye County, Nevada (collectively the "Property").

In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller assigns, conveys, sells and transfers to Buyer all of Seller's right, title and interest in and to (a) all geological, geochemical and geophysical maps, reports, surveys and tests; all drill hole maps, drill logs, drill core, drill cuttings, chip trays, and other samples taken from the Property, including duplicates and pulps; all engineering and metallurgical reports, studies and tests; all sample and assay logs, maps, reports and tests; all mineral resource and ore reserve calculations, estimates, reports, studies and tests; all anthropological, biological, cultural, environmental, meteorological, and other like reports, studies, surveys and tests; and all other data relating to the Property, including any such data in digital, electronic, magnetic, optical and written format; and (b) all approvals, consents, licenses, notices of intent to operate, plans of operation and permits for or relating to the Property and accounts, bonds, deposits, financial assurances, guarantees and securities for reclamation of the Property.

This Bill of Sale shall be governed by the laws of the State of Nevada.

Delivery of a signature page to this Bill of Sale by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart to this Bill of Sale.

Dated November \_\_\_, 2021.

Nevada Alaska Mining Co., Inc.

By \_\_\_\_\_  
Barbara Anne Craig, President

**Exhibit D**

**FIRPTA Certificate**

**Nevada Alaska Mining Co., Inc.**

**Section 1445 Affidavit**

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform the transferee (buyer) that withholding of tax is not required upon the disposition of a U.S. real property interest, the undersigned certifies the following:

1. Nevada Alaska Mining Co., Inc. (the "Company") is a Nevada corporation and is not a foreign nonresident corporation for purposes of U.S. income taxation.

2. The Company's U.S. taxpayer identifying number is \_\_\_\_\_.

3. The Company's address is P.O. Box 2611, Fernley, Nevada 89408.

I understand that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement I have made here could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete.

I consent to the disclosure of the certification by the transferee, which certification shall include the Company's name, address and tax identifying number.

Dated November \_\_\_, 2021.

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Barbara Anne Craig, President