

LOAN AGREEMENT

THIS AGREEMENT is dated for reference and made effective October 30, 2017.

BETWEEN:

PUF VENTURES INC., a corporation existing under the laws of the Province of British Columbia having its head office at Suite 804, 750 West Pender Street, Vancouver, B.C. V6C 2T7;

("PUF" or the "Debtor")

AND:

MYM NUTRACEUTICALS INC., a corporation existing under the laws of the Province of British Columbia, having its head office at Suite 1500, 409 Granville Street, Vancouver, B.C. V6C 1T2;

("MYM" or the "Lender")

WHEREAS:

- A. PUF has entered into an agreement in principal (the "HOA") whereby it will receive a 70% interest, comprising 70 shares (the "Shares"), in PUF Ventures Australia Pty Ltd ("PVA"), if certain funding obligations totalling USD\$1 million are made (the "Obligations").
- B. PUF and MYM have entered into a Share Purchase Agreement (the "SPA") whereby MYM will fund half of the Obligations, totalling USD\$500,000 (the "MYM Obligations"), in exchange for half of the Shares.
- C. PUF would now like MYM to pay part of the MYM Obligations, but the SPA has not yet closed and MYM has not received any of the Shares, and a PVA shareholders' agreement will need to be entered into, among other things (the "Future Events"). MYM would therefore like PUF to enter into a binding loan agreement in exchange for any monies forwarded, until the Future Events occur.

NOW THEREFORE, the parties agree as follows:

1. Loan

1. MYM hereby agrees to immediately provide US\$ 100,000.00 to PUF (the "Loan"). The Loan shall be evidenced by a promissory note (the "Note") made to the order of the Lender and substantially in the Form attached to this Agreement as Schedule "A". The Note shall be dated the date of this Agreement, be duly executed by the Debtor and shall be delivered to the Lender.
2. If the Future Events occur by December 1, 2017 (the "Due Date"), the Loan shall convert to a payment toward the MYM Obligations, no interest shall be due, and PUF shall not owe MYM any money. The Due Date may be extended by MYM at its discretion.
3. If the Future Events do not occur by the Due Date, interest shall start to accrue at 10% per annum (the "Interest").

2. Default

- 2.1. The following events shall constitute "Events of Default" under this Agreement, regardless of the reason for their occurrence, and whether the occurrence is voluntary or involuntary, or comes about

or is affected by operation of law or pursuant to or in compliance with any court judgment, decree, or order, or any governmental or administrative order, rule, or regulation:

- (a) if default is made in payment of the Loan, when such payment is demanded by the Lender;
- (b) if default is made in the performance or observance of, or occurs under, any provision of this Agreement;
- (c) if the Debtor becomes insolvent or bankrupt or subject to the provisions of the *Bankruptcy and Insolvency Act* (Canada) or makes a general assignment for the benefit of its creditors or otherwise acknowledges itself insolvent; or
- (d) if any execution, sequestration, or any other process of any court becomes enforceable against the Debtor, or if a distress or analogous process is levied on the property and assets of the Debtor, and the execution, sequestration, distress or process, remains unsatisfied for a period as would permit the property or a part of it to be sold.

- 2.2. If any one or more of the above Events of Default occur, and at any time thereafter while such event or events continue, the Lender may declare the Note to be due and payable. At such time, the maturity of the then unpaid balance of the Note shall be accelerated and the same shall forthwith become due and payable without presentment, demand, protest, or notice of any kind, all of which are hereby expressly waived, anything contained herein or the Note to the contrary notwithstanding.
- 2.3. If any one or more Events of Default occur and are continuing, the Lender may proceed to protect and enforce its rights or remedies either by suit in equity or by action at law, to enforce the payment of the Loan or any legal or equitable right or remedy.
- 2.4. No right or remedy herein conferred upon the Lender is intended to be exclusive of any other right or remedy contained herein. Every such right or remedy shall be cumulative and shall be in addition to every other such right or remedy contained herein and therein or now or hereafter existing at law or in equity or by statute, or otherwise.
- 2.5. No course of dealing between the Debtor and the Lender or any failure or delay by the Lender in exercising any right or remedies hereunder shall operate as a waiver of any of the Lender's rights or remedies hereunder or shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder.

3. General

- 3.1. Time is of the essence in this Agreement.
- 3.2. No modification or waiver of any provision of the Note or of this Agreement, and no consent by the Lender to any departure therefrom by the Debtor, shall be effective unless such modification or waiver is in writing and signed by a duly authorized officer or authorized representative of the Lender.
- 3.3. All notices, requests, demands, or other communications provided for herein shall be in writing or by facsimile and shall be deemed to have been given when sent by registered or certified mail, return receipt requested, addressed, as the case may be, to the parties' addresses above.
- 3.4. The Note issued under this Agreement may not be sold, transferred, assigned, offered, pledged or otherwise distributed for value by the Lender without the prior written consent of the Debtor. The Loan and this Agreement may not be assigned by the Debtor.
- 3.5. The provisions of this Agreement constitute the entire agreement between the parties and supersede all previous communications, representations and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.
- 3.6. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, and all subsequent holders of the Note.

- 3.7. The provisions of this Agreement and the Note shall be governed by and construed in accordance with the laws of the Province of British Columbia applicable therein.
- 3.8. The Lender acknowledges that it has been advised to seek and obtain independent legal, tax and investment advice from the Lender's professional advisors with respect to this Agreement and confirms that the Lender has either received such advice or waived their right to do so.
- 3.9. This Agreement may be executed in several parts in the same form and such parts as so executed shall together constitute one original document, and such parts, if more than one, shall be read together and construed as if all the signing parties had executed one copy of the said agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date above.

PUF VENTURES INC.

Per:

"Derek Ivany"
Authorized Signatory
Derek Ivany, CEO

MYM NUTRACEUTICALS INC.

Per:

"Erick Factor"
Authorized Signatory
Erick Factor, Executive Chairman of the Board

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned promises to pay to the order of **MYM NUTRACEUTICALS, INC.** (the "Lender") of, Suite 1500, 409 Granville Street, Vancouver, B.C., the principal amount of **USD\$100,000.00** (the "Loan") on or before December 1, 2017 (the "Due Date"), which may be extended by the Lender, plus all accrued and unpaid interest in lawful money of the United States.

In the event of any inconsistency between any term or condition of this Promissory Note and the terms of a loan agreement (the "Loan Agreement") dated for reference October 30, 2017 between the Lender and the undersigned, the terms of the Loan Agreement shall prevail.

The undersigned waives presentment, demand, notice of dishonour and protest or further notice of any kind and agrees that it shall remain liable in respect of this Promissory Note as if presentment, demand, notice of dishonour and protest had been duly made or given.

Dated at Vancouver, B.C., effective the 30th day of October, 2017.

SIGNED, SEALED AND DELIVERED
by an authorized signatory of
PUF VENTURES INC. in the presence of:

)
) **PUF VENTURES INC.**
)
) Per:
)
)

"Jan Urata"
Signature

) "Derek Ivany"
) Authorized Signatory
) Derek Ivany, CEO
)

Jan Urata
Name
#804 - 750 West Pender Street,
Vancouver, BC V6C 2T7
Address

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President, Take It Public Services Inc.
Occupation