AMENDED AND RESTATED
FINDER'S FEE AGREEMENT

THIS AGREEMENT is effective as of May 8, 2011.

AMONG:

PCA PERFORMANCE CAPITAL ADVISORS, a British Columbia company having an office at 1601 - 650 West Georgia Street, Vancouver, British Columbia

("**Performance Capital**")

AND:

PUGET VENTURES INC., a British Columbia company having an office at 1505-1050 West Pender Street, Vancouver, British Columbia

("**Puget**")

WHEREAS:

A. Performance Capital and Puget entered into an amended finder's agreement on March 15, 2010 (the "**Amended Agreement**") with respect to the payment by Puget of a fee to Performance Capital as consideration for services provided to Puget in connection with a business combination transaction between Puget and Imperial Mining Holding Ltd. (the "**Transaction**"); and

B. The parties hereto wish to enter into this Agreement to amend and restate the terms of the Original Agreement relating to the payment by Puget of a finder's fee to Performance Capital with respect to the Transaction. This Agreement completely replaces any previous agreement, either written or oral, between Puget and Performance Capital.

NOW THEREFORE, that in consideration of the mutual covenants and agreements contained in this Agreement (the receipt and sufficiency of which is acknowledged by the parties hereto), the parties hereto covenant and agree with each other as follows:

1. FINDER'S FEE

1.1 Puget acknowledges and agrees that, upon completion of the Transaction, Puget shall pay to Performance Capital the finder's fee as set forth in Section 1.2 below (the "**Finder's Fee**") in consideration of Performance Capital's assistance to Puget with respect to the Transaction.

1.2 Subject to receipt of applicable regulatory approvals, Puget shall, as full payment of the Finder's Fee, issue the following to Performance Capital:

CA

a. $500,000 in cash;

b. 1,450,000 shares, subject to matching escrow provisions of Puget Management and Board;

c. 500,000 warrants, priced at $1.05 and valid for 36 months.

1.3 The payment of the Finder's Fee will be subject to the prior approval of the TSX Venture Exchange. Puget agrees to use its commercially reasonable efforts to obtain all regulatory approvals necessary for Puget to issue the Finder's Fee Shares in accordance with this Agreement.

1.4 Puget will issue and deliver the Finder's Fee Shares to Performance Capital (or as Performance Capital may otherwise direct by notice to Puget) as soon as reasonably practicable following the completion of the Transaction and in any event no later than three (3) business days following the completion of the Transaction.

1.5 <u>Performance Capital acknowledges that any Finder's Fee Shares issued to it hereunder may be subject to escrow or resale restriction requirements arising under applicable securities laws or the policies of the TSX or TSX Venture Exchange.</u>

2. CONFIDENTIALITY

2.1 Performance Capital acknowledges that, in the course of performing its duties hereunder, it may obtain information relating to Puget that is not available to the public ("**Confidential Information**"). Performance Capital agrees to hold at all times during and after the term of this Agreement all Confidential Information in strictest confidence, and shall not use or disclose any Confidential Information to any person or entity for any purpose without Puget's prior written consent, other than as reasonably necessary for the performance of its duties under this Agreement, or as may be required pursuant to a court order, other legal process, or requirement of any governmental authority, but only to the extent so ordered.

3. TERM

3.1 This Agreement shall commence on the date hereof and shall terminate on the first anniversary of this Agreement, unless earlier terminated by either party hereto by providing the other with at least five (5) business days written notice. Upon termination of this Agreement for any reason, Performance Capital shall be entitled to the Finder's Fee to the extent that the Transaction has been completed at the time of termination of this Agreement.

4. GENERAL

4.1 Any notice or other communication required or permitted under this Agreement shall be sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid and return receipt requested, to the address of the parties set forth above or at such addresses as may have been provided in like manner in writing to all other parties to the Agreement. Any notice that is sent by mail under this Agreement shall not be considered received until it is actually delivered to the premises of the party to whom it is addressed.

4.2 Each party shall at any time and from time to time, upon the request of any other party hereto, execute and deliver such further documents and do such further acts and things as such other party may reasonably request in order to evidence, carry out and give full effect to the terms, conditions, intent and meaning of this Agreement.

4.3 This Agreement shall be construed in accordance with and governed by the laws of the Province of British Columbia.

4.4 This Agreement may only be amended by the written consent of all of the parties to this Agreement at the time of such amendment.

4.5 Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall be binding upon and enure to the benefit of the respective heirs, legal representatives, assigns, transferees, and successors of each of the parties hereto.

4.6 Neither this Agreement, nor any rights, duties or interest herein, shall be assigned, transferred, or conveyed without the prior written consent of the other party.

4.7 By their execution hereof, the parties agree that, effective as of the date hereof the Original Agreement is superseded, amended and restated in its entirety on the terms and conditions set forth herein.

4.8 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

PCA PERFORMANCE CAPITAL ADVISORS

Per:________________________________

Name:

Title:

PUGET VENTURES INC.

Per:________________________________

prepaid and return receipt requested, to the address of the parties set forth above or at such addresses as may have been provided in like manner in writing to all other parties to the Agreement. Any notice that is sent by mail under this Agreement shall not be considered received until it is actually delivered to the premises of the party to whom it is addressed.

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PCA PERFORMANCE CAPITAL ADVISORS

Per:__________________________________

Name: Gordon R Monk
Title: Principal

Name: Gari Chutter
Title: President