

SERVICES CONTRACT- D₄: STABLE SERVICE

Account No.: To come

Contract Date: February 2, 2012

BETWEEN **GAZ MÉTRO LIMITED PARTNERSHIP**,
acting through its General Partner Gaz Métro inc.
with its principal place of business located at 1717, du Havre Street, Montréal (Québec), H2K 2X3
("Gaz Métro")

AND **QUÉBEC LITHIUM INC.**,
2889, 7th Street, Val d'Or (Québec) J9P 6P6
("Customer")

Gaz Métro and Customer are individually referred to as "**Party**" and jointly referred to as "**Parties**".

1. The Customer requires that Gaz Métro provide the services described herein to deliver natural gas to the equipment in the building located at the following service address: 2889, 7th Street, Val d'Or (Québec) J9P 6P6 ("Service Address").

2. NATURAL GAS SUPPLY AND TRANSPORTATION SERVICES

NATURAL GAS SUPPLY AND COMPRESSOR FUEL SERVICES

Unless the Customer agrees to supply Gaz Métro with the natural gas withdrawn at the Service Address as well as with the compressor fuel needed for the transportation thereof in accordance with the Conditions of Natural Gas Service and Tariff approved by the Régie de l'énergie (« Conditions and Tariff »), the Customer agrees to purchase from Gaz Métro (i) the natural gas supply for natural gas withdrawn at the Service Address as well as (ii) the compressor fuel service needed to the transportation thereof. When the Customer agrees to purchase from Gaz Métro the natural gas supply and compressor fuel services, the price of the supply of natural gas and the price of the compressor fuel are those established in the supply rate and the compressor fuel rate of the Conditions and Tariff. Gaz Métro chooses, at its own discretion, its supplier for the provision of natural gas to the Service Address, subject to the quality standards outlined herein and the fixed-price supply agreements entered into by a specific supplier chosen by the Customer and the latter.

TRANSPORTATION SERVICE

Unless the Customer agrees to provide the transportation to move to the delivery point in the territory of Gaz Métro the natural gas withdrawn at the Service Address, the Customer agrees to purchase from Gaz Métro the transportation service needed to move to the delivery point in the territory of Gaz Métro the natural gas it withdrawn at the Service Address. In this latter case, the transportation price is the price established in the transportation rate of the Conditions and Tariff. The transportation minimum annual obligation assumed by the Customer for each contractual year is the obligation set out in the Conditions and Tariff.

3. LOAD-BALANCING SERVICE

The Customer agrees to purchase the load-balancing service from Gaz Métro needed to manage on a daily basis the natural gas it withdraws at the Service Address. The load-balancing price is the price established in the load-balancing rate of the Conditions and Tariff. For a new Customer, the projected annual volume agreed upon with regard to the load-balancing service is the volume set out in the table included in the "Distribution Service" clause below.

4. DISTRIBUTION SERVICE

The Customer agrees to purchase from Gaz Métro the D₄ : STABLE distribution service within the parameters set out below:

D₄: STABLE

Decision in effect at preparation of this Contract	Rate zone	Effective delivery pressure (kPa)	Maximum hourly flow (m ³ /h)	Projected annual volume (m ³)
D-2011-194	North	490	3 280	24 820 000

Subscribed volume (m ³ /day)	Minimum annual obligation (MAO) (New Address) (m ³)	Use	Service start-up date (DD/MM/YYYY)	Term of services (months)
68 000	24 820 000	Process & heating	15/12/2012	120

As additional information, the application of these parameters results in the following:

Minimum daily obligation (¢/m ³)	Reduction according to Contract term (%)
2.659	0.0

Minimum annual obligation (MAO)

The minimum annual obligation corresponds to a subscribed volume of 68 000m³ for 365 days under D4 Stable Service for the term of the Contract.

CONTRIBUTION TO THE SYSTEM EXTENSION PROJECT: In order to deliver natural gas to the Service Address, Gaz Métro will extend its system by 29.9 km . Since the revenues generated from connection of the Service Address do not allow Gaz Métro to earn a return on its investments based on the estimated cost of the work required in accordance with the conditions approved by the Régie de l'Énergie, the Customer agrees to pay Gaz Métro the total amount of: five million forty-three thousand dollars (\$ 5 043 000) plus applicable taxes payable in three equal payments of one million six hundred eighty-one thousand dollars (\$1 681 000) plus applicable taxes payable on March 1st 2012; August 1st 2012; and the final payment at the service start-up date and no later than December 15, 2012.

In order to allow Gaz Métro to make a decision regarding the said approval, the Customer authorizes Gaz Métro and its mandataries to obtain or exchange any relevant information for establishing or checking the financial position of the Customer with any personal information or credit officer or any other agency or person apt to provide Gaz Métro with the information required for this purpose. In the event of a payment default by the Customer of a sum due under this Contract, the total amount of the balance will become due immediately.

5. DURATION OF THE CONTRACT

This Contract shall take effect on the date that it is signed by the Parties and shall cease to be in effect once all of the services stipulated in the table included in the "Distribution Service" clause above have come to an end.

Notwithstanding the date of commencement of service indicated in the table included in the "Distribution Service" clause above, in the case of a Service Address being newly supplied with natural gas, the date of commencement of service may be postponed either by Gaz Métro, due to constraints relating to construction, or at the Customer's request, in which case the period of postponement shall not exceed 90 days from the commencement of service stipulated in the table included in the "Distribution Service" clause above.

6. MISCELLANEOUS

This Contract is conditional upon to Gaz Métro obtaining the various municipal and government permits and receiving authorization from the Régie de l'énergie, when required.

For the duration of the Contract, Gaz Métro and the Customer agree that for the purposes of the Contract the day as defined in the Conditions and Tariff commences at 10 a.m. EST (Eastern Standard Time).

Where applicable, charges will be invoiced to the Customer in accordance with the Conditions and Tariff. These charges are taxable.

Notwithstanding any provision to the contrary herein, this Contract does not replace or terminate any obligation arising from the payment of a financial contribution or an investment by Gaz Métro to feed natural gas to the Service Address entered into previously between Gaz Métro and the Customer in respect of the Service Address. During this contract overlap period, any minimum annual obligation set out in the contract in effect and signed previously shall be over and above those agreed to herein.

Schedule A – General conditions is an integral part hereof.

This Contract is subject to revision or cancellation by Gaz Métro should it not be signed by the Customer and received by Gaz Métro on **March 1st, 2012**.

Signed at: Montreal

Signed at: _____

This 2 day of February 2012

This _____ day of _____

GAZ MÉTRO LIMITED PARTNERSHIP
per its General Partner Gaz Métro inc.

QUÉBEC LITHIUM INC.

By: _____

By: _____

Name Denis Beauchemin, P.Eng.

Name _____

Title: Advisor
Sales Major Industries

Title: _____

By: _____

By: _____

Name Louise de Lorimier, P. Eng.

Name _____

Title: Director
Sales Major Industries

Title: _____

RIDER N° 1 TO THE SERVICES CONTRACT UNDER DISTRIBUTION RATE D₄: STABLE SERVICE

Account N°: To come

Rider Date: February 2, 2012

Contract Date: February 2, 2012 (the "Contract")

BETWEEN **GAZ MÉTRO LIMITED PARTNERSHIP**,
acting through its General Partner Gaz Métro inc.
with its principal place of business located at 1717, du Havre Street, Montreal (Québec) H2K 2X3.
("Gaz Métro")

AND **QUÉBEC LITHIUM INC.**,
2889, 7th Street, Val d'Or (Québec) J9P 6P6.
(the "Customer")

Gaz Métro and the Customer are individually referred to as "Party" and jointly referred to as "Parties".

WHEREAS the Customer will build a new plant at the Service Address;

WHEREAS the needs for natural gas at this new plant may be unpredictable during the commissioning of the Plant the Parties agree to modify the distribution service clause of the Contract for the first year of the Contract.

IN WITNESS WHEREOF, Gaz Metro and the Customer agree to thus modify the Contract as follow:

1. The Parties agree to add the following at the beginning of the Distribution Service clause of the Contract.

"Notwithstanding any contrary disposition in the Contract, from the date of start of services stipulated in the table D₁: GENERAL below until **December 31, 2013**, any natural gas volumes withdrawn at the Service Address will be subject to D₁: GENERAL distribution service rate. The Customer agrees to purchase from Gaz Metro the D₁: GENERAL distribution service within the parameters set out in the table D₁: GENERAL below:

D₁: GENERAL

Decision in effect at preparation of this Contract	Rate zone	Effective delivery pressure (kPa)	Maximum hourly flow (m ³ /h)	Projected annual volume (m ³)	Minimum annual obligation (MAO) (New Address) (m ³)	Use	Service start-up date (DD/MM/YYYY)	Term of services (months)
D-2011-194	North	490	3 280	24 820 000	18 190 000	Process & heating	15/12/2012	12

On **January 1st, 2014**, D₄: STABLE distribution service, of which the terms and conditions are set out (in the Contract will come into force).

2. All other clauses in the Contract remain unchanged.
3. The present Rider is an integral part of the Contract.
4. This Rider is binding for Gaz Métro only when it has been accepted in writing, in the prescribed spaces below, by signature of its authorized representatives and becomes effective on the date that all Parties have signed it.
5. This Rider is subject to revision or cancellation by Gaz Métro if it has not been signed by the Customer and received by Gaz Métro within **thirty (30) days** of the Rider Date mentioned above.

Signed at Montreal

Signed at _____

This 2 day of February 2012

This _____ day of _____

GAZ MÉTRO LIMITED PARTNERSHIP
per its General Partner Gaz Métro inc.

QUÉBEC LITHIUM INC.

By: _____

By: _____

Name: Denis Beauchemin, P. Eng.

Name: _____

Title: Advisor
Sales Major Industries

Title: _____

By: _____

By: _____

Name: Louise de Lorimier, P. Eng.

Name: _____

Title: Director
Sales Major Industries

Title: _____