

SERVICES CONTRACT- D₄: STABLE SERVICE

Account No.: 4200 2104 901

Contract Date: March 4th, 2014

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.,
500, Route du Lithium, La Corne (Québec) J0Y 1R0
("Customer")

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

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: 500, Route du Lithium, La Corne (Québec) J0Y 1R0
("Service Address").

1. 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Unless the Customer agrees to supply Gaz Métro with the natural gas withdrawn at the Service Address as well as with the compressor fuel needed for the transportation thereof in accordance with the Conditions of Natural Gas Service and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(« Conditions and Tariff »), the Customer agrees to purchase from Gaz Métro (i) the natural gas supply for natural gas withdrawn at the Service Address as well as (ii) the compressor fuel service needed to the transportation thereof.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agrees to provide the transportation to move to the delivery point in the territory of Gaz Métro the natural gas withdrawn at the Service Address, the Customer agrees to purchase from Gaz Métro the transportation service needed to move to the delivery point in the territory of Gaz Métro the natural gas it withdrawn at the Service Address.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.

2. 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.

3. 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-2013-186	North	490	3400	28 430 000

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)
77 900	28 430 000	Process & heating	01/11/2014	120

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

Minimum daily obligation (€/m ³)	Reduction according to Contract term (%)
3.206	0.0

Minimum annual obligation (MAO)

The minimum annual obligation corresponds to a subscribed volume of 77 900 m³ 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 (the "Project"). Since the revenues generated at 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 four million seven hundred and nine thousand seven hundred and eighty-nine dollars (\$ 4 709 789) plus applicable taxes. The Customer have already paid an amount of four hundred eighty-two thousand one hundred and eighty-nine dollars (\$ 482 189). The remaining amount will be payable in three payments, as follow: one million four hundred and nine thousand two hundred dollars (\$1 409 200) plus taxes on or before **March 31st, 2014**; one million four hundred and nine thousand two hundred dollars (\$1 409 200) plus taxes on or before **June 30th 2014** and the final payment of one million four hundred and nine thousand two hundred dollars (\$1 409 200) plus taxes at or before the service start-up date but no later than **October 31st, 2014**.

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 Customer fails to make one of the payments above mentioned, the total amount of the balance will become due immediately and Gaz Métro will be entitled to interrupt the execution of the Project until payment of all due amounts has been received. If such an interruption occurs, Gaz Métro will inform the Customer, upon receipt of the due amount, of the new service start-up date, acting reasonably.

4. 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.

5. 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, 31, 2014.

Signed at: Montreal

This 4th day of March 2014

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

By: 

Name Luc Génier

Title: Vice President, Sales and Market Development

By: 

Name Sophie Brochu

Title: President and Chief Executive Officer

Signed at: VANCOUVER, BC

This 28th day of MARCH 2014

QUÉBEC LITHIUM INC.

By: 

Name KEVIN S. ROSS

Title: COO

By: _____

Name _____

Title: _____

Approved
S. Vgo
Initial


SCHEDULE A GENERAL CONDITIONS

1. QUALITY

The gas sold by Gaz Métro must be natural gas or the equivalent sourced from suppliers which have been chosen or accepted by Gaz Métro; however, helium, natural gasoline, butane, propane or all other hydrocarbons, with the exception of methane, can be removed before delivery to the Customer. Gaz Métro can subject the gas or allow it to be subjected to compression, refrigeration, cleaning or any other process.

2. TRANSFER OF OWNERSHIP

The delivery and transfer of ownership of natural gas sold by Gaz Métro to the Customer take place at the Customer delivery point as defined in the Conditions and Tariff.

3. INSTALLATIONS ON CUSTOMER PROPERTY

3.1 **Construction and maintenance** – Gaz Métro may, without indemnity or compensation to the Customer, build, maintain and operate on the Customer's property or sites occupied or used by the latter, necessary installations for the transport, distribution, delivery and measurement of natural gas. The Customer represents and guarantees, if necessary, that it has the required authorizations and permissions from the site owner to this effect. The Customer will supply Gaz Métro proof of such authorization, on request.

3.2 **Access** – The right of access granted to Gaz Métro in the Conditions and Tariff and herein is at no cost.

3.3 **Liability** – The Customer and eligible parties shall indemnify and hold harmless Gaz Métro, its directors, officers, employees as well as their successors and eligible parties for any damages caused to Gaz Métro's property located on the Customer's property or on property occupied or used by the Customer, when the damage is the fault or the result of negligence on the part of the Customer, eligible parties, persons over whom the Customer or his eligible parties have control, or persons found on said property or said location with the consent of the Customer or his eligible parties, or by things that persons described above have under their responsibility.

4. FORCE MAJEURE

Neither party shall be liable to the other for damages or losses arising out of the fact that Gaz Métro is unable to deliver the natural gas in whole or in part, or of the fact that the Customer is unable to withdraw natural gas in whole or in part, on account of any fortuitous event, strike, lock-out, work conflict, act of public enemy, war, blockade, insurrection, riot, act of vandalism, sabotage, epidemic, collapse, lightning, earthquake, fire, storm, flood, undermining, civil disturbance, explosion, breakage, freezing or accident to machinery or piping, power failure, suspension or restriction of natural gas supplies of Gaz Métro, Federal, Provincial or Municipal government intervention or intervention from any body of these governments, court order or directive, or any other cause, whether or not of the nature indicated above, that fall outside the control of the party invoking this cause and which, despite the exercise of reasonable diligence, such party is incapable of preventing or surmounting. However, the cause that prevents either party to meet the requirements of the Contract shall not release the party that invokes such cause from its obligations if it does not act diligently to correct the situation appropriately and equitably. In all cases where the Customer invokes a force majeure, it shall nevertheless be obliged to meet the minimum annual obligation provided for in the Conditions and Tariff. In all cases where Gaz Métro invokes force majeure, the subscribed volume shall be reduced for the duration of the said force majeure in proportion to the extent and duration of the force majeure.

5. DISTRIBUTION SERVICE

5.1 When Gaz Métro is expressly required to give notice of interruption of interruptible service to the Customer, this notice will be considered duly given when it is transmitted by telephone, facsimile or by hand. Notwithstanding the foregoing, the notice of interruption may be sent by e-mail when the Customer so requests.

5.2 The Customer acknowledges and agrees that the telephone conversation by which Gaz Métro gives notice of interruption will be recorded using an audio recording system. The recording may be kept by Gaz Métro and, if needed, used in any dispute related to the transmittal of a service interruption notice.

5.3 The Customer chooses between firm and interruptible distribution service to be provided by Gaz Métro and assumes the consequences of this choice. Moreover, the Customer acknowledges that the choice of the distribution service is at its own discretion.

6. SUBJECTION TO LAWS, REGULATIONS AND OTHER DECISIONS

The present Contract is subject to the Conditions and Tariff set and amended from time to time by the Régie de l'énergie. The Contract is automatically changed by any law, order, judgement, decision of any legislative or regulatory organization, or any competent authority having effect on the terms of the Contract including, without limiting the preceding general characteristics, any law, order, judgement, decision or decree relative to the Conditions and Tariff, taxes or metering standards.

7. ESTIMATE OF CUSTOMER CONSUMPTION

Gaz Métro may, from time to time, ask the Customer for an estimate of its daily, monthly or annual natural gas heating or processing needs for a period of at least two (2) years in the future. The Customer must make all reasonable efforts to supply this information to Gaz Métro in the sixty (60) days that follow Gaz Métro's request. This information must account for growth or withdrawal factors as well as all other forecasted changes that might affect the Customer's needs. The information supplied by the Customer is not an undertaking on his part and shall be treated confidentially by Gaz Métro.

8. GENERAL PROVISIONS

8.1 The Customer expressly waives the right to unilaterally resiliate the Contract provided in article 2125 of the *Civil Code of Québec*.

8.2 In the event of a discrepancy between the reading of the metering equipment (as defined in the Conditions and Tariff) of the Customer and the one of Gaz Métro, the reading provided by Gaz Métro equipment shall take precedence, subject to the *Electricity and Gas Inspection Act*, R.S.C., 1985, c. E-4.

8.3 The Customer may terminate one or more services provided by Gaz Métro pursuant to the provisions in the Conditions and Tariff to provide such service(s) himself.

8.4 Except for specific provisions to the contrary, this Contract replaces and revokes all previous contracts and all offers, proposals, negotiations, representations, and communications between the parties, oral or written, and constitutes the entire agreement between the parties to this effect. It may not be changed without written amendment executed by both parties.

8.5 The rights and recourses available to Gaz Métro pursuant to this Contract or any other agreement or pending agreement between it and the Customer or as recognized by the law may be accumulated, unless expressly stated otherwise.

8.6 The omission by Gaz Métro to require the Customer to execute any of its obligations under this Contract, to terminate this Contract or to exercise rights or recourses available to it, does not prejudice its right to do so in the future, unless it expressly waives this right in writing. Such a waiver applies only to the case specifically noted.

8.7 This Contract shall only be binding on Gaz Métro when it has been accepted in writing and signed by Gaz Métro's authorized representatives.

8.8 The Contract binds and benefits the successors and eligible parties. Nothing herein prohibits either party to assign or encumber its rights under the terms of this Contract as a guarantee for its obligations. However, no assignment shall release the assignor from the obligations to which it is bound under this Contract.

8.9 Unless stated otherwise, any notice, request, authorization, or renunciation (hereafter called "**Notice**") required or allowed under terms of this Contract must be given in writing and either remitted by hand or sent by prepaid registered mail in Canada, except in the event of an interruption in postal service, transmitted by facsimile, to the addresses of the parties indicated in this Contract.

All Notice thus given will be incontestably considered to have been received on the day of its forwarding or transmission by facsimile or, if mailed, on the fifth (5th) day following its mailing. The parties may change their address in order to receive Notice in conformity with procedures of this clause.

8.10 Notwithstanding anything contained in this Contract, the Customer's default under this Contract shall give Gaz Métro the right to deduct any and all such amounts payable to Gaz Métro from any moneys or credit payable by Gaz Métro to the Customer under this Contract, exigible or not, without affecting any of Gaz Métro's other rights or remedies herein.

8.11 On request, the parties agree to sign and ensure that are signed, and to submit and ensure that are submitted, all required and useful documents to give full effect to the letter and spirit of this Contract.

8.12 When the context requires, use of the singular also includes the plural and vice versa.

8.13 This Contract is governed by the laws applicable in Québec.