

**RAPPORT DE SUIVI DU PROJET D'EXTENSION DE RÉSEAU
JUSQU'À LA MUNICIPALITÉ DE LA CORNE**

Suivi a posteriori

1 Le projet d'extension de réseau à La Corne a été approuvé le 3 mai 2012, par la décision
2 D-2012-056 de la Régie de l'énergie (ci-après « la Régie »). Dans celle-ci, la Régie demandait à
3 Société en commandite Gaz Métro (ci-après « Gaz Métro ») de « *soumettre annuellement, lors*
4 *du dépôt de son rapport annuel, les données nécessaires au suivi des projets* ».

Faits saillants

5 Seuls des travaux préparatoires (étude de tracé/sondage, étude géotechnique pour la traverse
6 de rivière et d'arpentage) ont débuté et le montant dépensé, en date du 15 octobre 2012, est de
7 75 209 \$. Gaz Métro attendait la signature du contrat du client avant de débiter les travaux
8 majeurs. Le contrat a été signé le 18 septembre 2012.

9 Le calendrier du projet a donc été révisé. La construction débutera à l'automne 2012 avec une
10 mise en gaz prévue à l'été 2013. Gaz Métro, dans un souci de respect du budget et de
11 précision, a révisé l'estimation des coûts du projet. Ce report de construction a amené un effet à
12 la hausse des coûts et une augmentation de la contribution de rentabilisation. La contribution
13 initiale du client était de 5 043 000 \$ et s'établit maintenant de 5 500 000 \$. Une copie du
14 contrat signé avec la nouvelle contribution est fournie en annexe. Après révision, le coût global
15 du projet s'établit à 9,88 M\$, alors que les coûts totaux de Gaz Métro s'établissent à 4,38 M\$,
16 en baisse par rapport aux coûts originaux de 4,46 M\$. Le détail des coûts est présenté à la
17 page 2.

Retraits

Année	Originellement		Réels/Projetés	
	Nombre de clients	Volumes 10 ³ m ³	Nombre de clients	Volumes 10 ³ m ³
Décembre 2011– Novembre 2012	1	18 190	1	18 190
Décembre 2012 – Novembre 2013	1	24 820	1	24 820
Décembre 2013 – Novembre 2014	1	24 820	1	24 820
Décembre 2014 – Novembre 2015	1	24 820	1	24 820
Décembre 2015 – Novembre 2016	1	24 820	1	24 820

- 1 Il n'y a aucun changement par rapport aux retraits initialement prévus.

Coûts du projet

Item	Originellement	Réels au 30 septembre 2012	Projeté	Réels/Estimés	Écarts
Ingénierie préliminaire et permis	100 800 \$	40 599 \$	71 801\$	112 400 \$	11 600 \$
Terrain	69 000 \$	0 \$	58 000 \$	58 000 \$	(11 000 \$)
Arpentage et ingénierie	258 600 \$	34 610 \$	177 990 \$	212 600 \$	(46 000 \$)
Matériaux conduite	1 668 950 \$	0 \$	1 692 325 \$	1 692 325 \$	23 375 \$
Construction, branchement et gérance	5 832 475 \$	0 \$	6 165 241 \$	6 165 241 \$	332 766 \$
Contingence	792 983 \$	0 \$	824 057\$	824 057 \$	31 074 \$
Sous-total	8 722 808 \$	75 209 \$	8 989 414 \$	9 064 623 \$	341 815 \$
Frais généraux	785 053	6 769	809 047 \$	815 816 \$	30 763 \$
Total global	9 507 861\$	81 978 \$	9 798 461 \$	9 880 439 \$	372 578 \$
Contribution externe	(5 043 000 \$)	0	(5 500 000) \$	(5 500 000 \$)	(457 000 \$)
Total Gaz Métro	4 464 861 \$	81 978 \$	4 298 461 \$	4 380 439 \$	(84 422 \$)

Rentabilité

	Originellement	Estimé révisé
Valeur actuelle de l'effet sur les tarifs	(894 030) \$	(1 023 781)
Taux de rendement interne	7,52 %	7,79%
Point mort tarifaire	1 an	1 an

SERVICES CONTRACT- D₄: STABLE SERVICE

Account No.: To come

Contract Date: August 1, 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.**,
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-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	01/09/2013	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 68 000 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 . 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 five hundred thousand dollars (\$ 5 500 000) plus applicable taxes payable in three payments: one million eight hundred thirty four thousand dollars (\$1 834 000) plus taxes applicable on **February 1st, 2013**; one million eight hundred thirty three thousand dollars (\$1 833 000) plus taxes applicable on **May 1st 2013** and the final payment of one million eight hundred thirty three thousand dollars (\$1 833 000) plus taxes applicable at the service start-up date and no later than **September 1st, 2013**.

In order to allow Gaz Métro to make a decision regarding the said approval, the Customer authorizes Gaz Métro and its mandatories 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.


Original : 2012-12-21

Stable Rate (Nov. 2010)

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 Tarif commences at 10 a.m. EST (Eastern Standard Time).

Where applicable, charges will be invoiced to the Customer in accordance with the Conditions and Tarif. 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 **August, 31, 2012.**

Signed at: Montreal

This 1 day of August 2012

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

By: 

Name: Denis Beauchemin, P.Eng.

Title: Advisor
Sales Major Industries

By: 

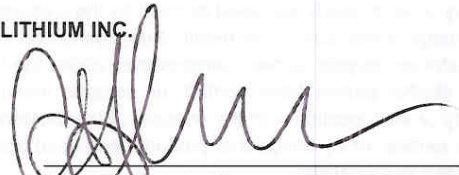
Name: Louise de Lorimier, P. Eng.

Title: Director
Sales Major Industries

Signed at: MONTREAL

This 18th day of SEPTEMBER 2012

QUÉBEC LITHIUM INC.

By: 

Name: CHARLES TASCHEREAU

Title: COO

By: _____

Name: _____

Title: _____

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

Account N°: to come

Rider Date: August 1, 2012

Contract Date: August 1, 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.**,
500, Route du Lithium, La Corne (Québec) J0Y 1R0
(the "Customer")

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

WHEREAS the Customer plans to operate a mine (the "Mine") in La Corne, Quebec and, therefore requires that Gaz Métro provide the services to deliver natural gas to its Service Address as defined in the Contract;

WHEREAS Gaz Métro will only be able to deliver the gas to the Service Address by extending its natural gas distribution system by 29.9 km in order to respond, in a fashion manner, to the Customer's needs in natural gas as defined in the Contract (the "Project");

WHEREAS Gaz Métro has already taken and must continue to take various steps in order to complete the Project by September 1st 2013, the Service start-up date as indicated in the Contract, and in so doing has and will continue to incur significant costs including, without limiting to, the costs related to obtain the various permits and authorizations required to pursue the Project (the "Project Costs");

WHEREAS Customer agrees to reimburse the Project Costs, incurred by Gaz Métro in the event the Customer elects to terminate the Contract prior January 31st, 2013;

IN WITNESS WHEREOF in consideration of the mutual covenant, the Parties agree as follows:

1. In consideration of the fact that Gaz Métro is already incurring Project Costs, should any of the events described in paragraphs 1.1 or 1.2 below occur (the "Event of termination"), the Customer shall, within thirty (30) days of a notice from Gaz Métro to that effect, reimburse Gaz Métro for the Project Costs it will have incurred, and either paid or to be paid at a further date, up to and including the date on which Gaz Métro receives from the Customer a written notice of such Event of termination. For information purposes only, the Project Costs are estimated to be at 500 000\$ plus applicable taxes on February 1st 2013 (the "Estimated Liability Limit") and the Parties acknowledge and agree that such estimation shall in no event restrict or limit Gaz Métro's right to claim the full amount pertaining to the Project Costs should those costs be in excess of the Estimated Liability Limit.
An Event of termination shall mean one of the following events occurring prior to January 31st, 2013:
 - 1.1 Bankruptcy, insolvency, liquidation, foreclosure or other similar proceedings have been instituted against the Customer or its assets, or the Customer has made a voluntary assignment of its assets pursuant to said legislation, or the Customer has sought to place itself or its assets under the protection of any bankruptcy, insolvency or creditor arrangement legislation, or there is a voluntary or forced liquidation of the Customer, or a receiver, trustee, court-appointed officer, or other person having similar powers (whether appointed by law or pursuant to a private agreement) has taken control of the assets or affairs of the Customer; or
 - 1.2 Termination of the Contract by the Customer for any reasons other than its decision to use an energy source other than natural gas.
2. All other clauses of 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 and shall cease to be in effect on February 1st, 2013.
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
This 1 day of August 2012

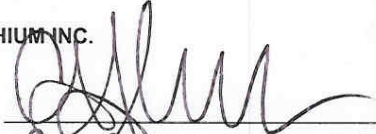
GAZ MÉTRO LIMITED PARTNERSHIP
per its General Partner Gaz Métro inc.

By: 
Name: _____
Title: Denis Beauchemin, P. Eng.
Sales Major Industries

By: 
Name: Louise de Lorimier, P. Eng.
Title: Director
Sales Major Industries

Signed at: MONTREAL
This 18th day of SEPTEMBER 2012

QUÉBEC LITHIUM INC.

By: 
Name: CHARLES TASCHEREAU
Title: COO

By: _____
Name: _____
Title: _____

Rider Stable service (July 2012)