

Λ b ∩ (PIHKUUTAAU) AGREEMENT

ENTERED INTO IN EASTMAIN ON THIS 8th DAY OF JULY, 2019

BETWEEN: **CRITICAL ELEMENTS LITHIUM CORPORATION**, a corporation incorporated under the *Canada Business Corporations Act* (R.S.C. 1985, c. C-44), and having its registered office at 1080 Côte du Beaver Hall, Suite 2101, Montréal, Québec, H2Z 1S8, acting and represented herein by Mr. Jean-Sébastien Lavallée, duly authorized to execute this Agreement, hereinafter “**Critical Elements**”;

AND: **THE CREE NATION OF EASTMAIN**, a Cree band constituted as a corporation under the *Cree-Naskapi (of Quebec) Act* (S.C. 1984, c. 18), and continued as a Cree First Nation and as the same legal person under the *Agreement on Cree Nation Governance between the Crees of Eeyou Istchee and the Government of Canada* and the *Cree Nation of Eeyou Istchee Governance Agreement Act* (S.C. 2018, c. 4), which has its headquarters at 76 Nouchimi, P.O. Box 90, Eastmain Québec, J0M 1W0, acting and represented herein by Chief Kenneth Cheezo, duly authorized to execute this Agreement, hereinafter “**Eastmain**”;

and

The **GRAND COUNCIL OF THE CREES (EYYOU ISTCHEE)**, a corporation duly incorporated under Part II of the *Canada Corporations Act* (R.S.C. 1985, c. C-32) and continued under the *Canada Not-for-profit Corporations Act* (S.C. 2009, c. 23), which has its headquarters at 2 Lakeshore Road, Nemaska, Québec, J0Y 3B0, acting and represented herein by Grand Chief Dr. Abel Bosum, duly authorized to execute this Agreement, hereinafter “**GCC(EI)**”;

And

The **CREE NATION GOVERNMENT**, a legal person duly established in the public interest under *An Act Respecting the Cree Nation Government*, (CQLR, c. G-1.031), which has its headquarters at 2 Lakeshore, Nemaska, Québec, J0Y 3B0, acting and represented herein by Mandy Gull, Vice Chairperson, duly authorized to execute this Agreement;

(all the above-mentioned parties hereinafter collectively referred to as the “**Parties**”, and individually, as a “**Party**”);

SEVEN (7) SIGNED ORIGINALS - ORIGINAL 1 OF 7

TABLE OF CONTENTS

CHAPTER 1 DEFINITIONS AND INTERPRETATION	6
1.1 DEFINITIONS	6
1.2 INTERPRETATION.....	12
CHAPTER 2 OBJECTIVES OF THE AGREEMENT	15
2.1 OBJECTIVES.....	15
CHAPTER 3 DESCRIPTION OF THE PROJECT	16
3.1 PROJECT.....	16
3.2 NEW DEVELOPMENT	16
3.3 NEW PROJECT.....	17
CHAPTER 4 TRAINING AND EMPLOYMENT.....	19
4.1 PURPOSE	19
4.2 OBJECTIVES.....	19
4.3 COOPERATION IN TRAINING PROGRAMS	19
4.4 TRAINING PROGRAMS OF THE CREE PARTIES	19
4.5 TRAINING PROGRAMS AND MEASURES OF CRITICAL ELEMENTS	21
4.6 JOINT TRAINING PROGRAMS AND MEASURES	22
4.7 RECRUITMENT	22
4.8 SELECTION AND HIRING.....	24
4.9 CREE EMPLOYMENT OBJECTIVES.....	25
4.10 INTEGRATION, ADVANCEMENT AND RETENTION	26
4.11 EVALUATION OF PERFORMANCE.....	27
4.12 EASTMAIN TRAINING AND BUSINESS DEVELOPMENT FUND.....	28
CHAPTER 5 WORKING CONDITIONS AND OPERATING POLICIES.....	30
5.1 PURPOSE	30
5.2 GUIDELINES	30
5.3 WORKING CONDITIONS.....	30
5.4 POLICIES	32
CHAPTER 6 BUSINESS OPPORTUNITIES	35
6.1 PURPOSE	35
6.2 CREE ENTERPRISES	35
6.3 CRITERIA FOR AWARDED CONTRACTS	35
6.4 LIST OF CREE ENTERPRISES	36
6.5 PLANNING FOR CONTRACTS TO BE AWARDED	37
6.6 DIRECT NEGOTIATIONS.....	39
6.7 PRIORITY NEGOTIATIONS WITH A QUALIFIED EASTMAIN CREE ENTERPRISE OR CREE ENTERPRISE	40
6.8 PRIORITY NEGOTIATIONS WITH A QUALIFIED ENTERPRISE	40
6.9 COMPETITIVE TENDERING PROCESS	40
6.10 URGENT CONTRACTS.....	42
6.11 BUSINESS OPPORTUNITIES FOR THE EASTMAIN RE01 FAMILY	42
6.12 CONTINUOUS IMPROVEMENT	42

6.13	TECHNOLOGICAL ADVANCES	43
6.14	REPORTING	43
6.15	PAYMENTS TO THE EASTMAIN TRAINING AND BUSINESS DEVELOPMENT FUND	43

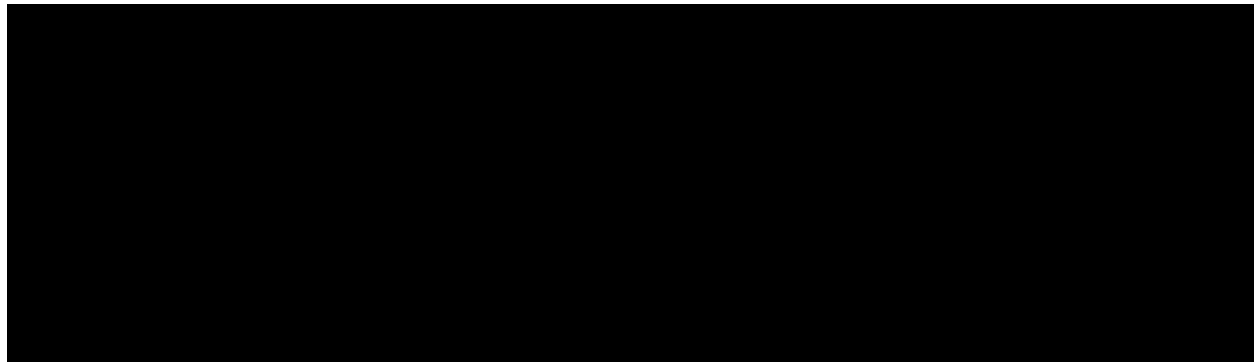
CHAPTER 7 SOCIAL AND CULTURAL MATTERS 44

7.1	PURPOSE	44
7.2	OBJECTIVES	44
7.3	EASTMAIN RE01 TERRITORY MEASURES	44
7.4	ON-SITE MEASURES	44
7.5	OFF-SITE MEASURES	45
7.6	ARCHAEOLOGICAL, BURIAL AND OTHER CULTURALLY-SIGNIFICANT SITES	46
7.7	SOCIAL AND CULTURAL FUND	46

CHAPTER 8 ENVIRONMENTAL MATTERS..... 48

8.1	PURPOSE	48
8.2	OBJECTIVES	48
8.3	ENVIRONMENT COMMITTEE	48
8.4	ENVIRONMENTAL MANAGEMENT	49
8.5	CREE PARTICIPATION IN MONITORING ACTIVITIES	50
8.6	REPORTING	50
8.7	EMERGENCY RESPONSE PLAN	51
8.8	EXCHANGE OF KNOWLEDGE	52
8.9	CAPACITY BUILDING AND VISITS OF OTHER SITES.....	52
8.10	PROGRESSIVE MINE REHABILITATION AND RESTORATION AND RELATED ACTIVITIES	53
8.11	CRITICAL ELEMENTS PREROGATIVE	53

CHAPTER 9 FINANCIAL MATTERS 55



CHAPTER 10 IMPLEMENTATION COMMITTEE 72

10.1	PURPOSE	72
10.2	ESTABLISHMENT AND FUNCTIONS OF IMPLEMENTATION COMMITTEE	72
10.3	MEMBERSHIP	73
10.4	NOTICES TO THE IMPLEMENTATION COMMITTEE AND OTHER COMMITTEES	74
10.5	MEETINGS.....	74
10.6	QUORUM.....	75
10.7	CONSENSUS APPROACH	75
10.8	COMMITTEES	75
10.9	EXPENSES.....	76

10.10	CAPACITY BUILDING IMPLEMENTATION COMMITTEE FUND	76
10.11	RULES OF PROCEDURE	76
10.12	CODE OF ETHICS	77
10.13	CONFIDENTIAL INFORMATION	77
10.14	REPORTING AND PLANNING	77
10.15	COMMUNICATIONS	78
CHAPTER 11 DISPUTE RESOLUTION.....		79
11.1	PURPOSE	79
11.2	COMMITMENTS.....	79
11.3	DEFINITION OF “DISPUTE”	79
11.4	DISCLOSURE AND CONFIDENTIALITY	80
11.5	DISPUTE RESOLUTION BY THE IMPLEMENTATION COMMITTEE	80
11.6	DISPUTE RESOLUTION BY OFFICERS	82
11.7	MEDIATION	82
11.8	ARBITRATION.....	84
11.9	EXPENSES.....	87
11.10	OFFER OF SETTLEMENT OR WITHDRAWAL OF NOTICE OF DISPUTE	87
11.11	MISCELLANEOUS	88
CHAPTER 12 GENERAL MATTERS.....		90
12.1	GENERAL REPRESENTATIONS AND WARRANTIES	90
12.2	NON-DEROGATION.....	91
12.3	APPLICATION OF JBNQA	91
12.4	CONSENT OF THE CREE PARTIES	91
12.5	APPLICABLE LAWS AND AUTHORIZATIONS	92
12.6	ASSIGNMENT AND CHANGE OF CONTROL.....	92
12.7	CHALLENGES AND INDEMNIFICATION	93
12.8	ENTIRE AGREEMENT	94
12.9	AMENDMENTS	95
12.10	REPRESENTATIONS AND COMMUNICATIONS CONSISTENT WITH AGREEMENT	95
12.11	FUTURE AGREEMENTS.....	95
12.12	SEVERABILITY.....	95
12.13	DISCLOSURE OF THE AGREEMENT, PRE-DEVELOPMENT AGREEMENT AND SUMMARY OF AGREEMENT	96
12.14	CONFIDENTIALITY	96
12.15	NOTICES.....	98
12.16	FORCE MAJEURE	100
12.17	TEMPORARY CLOSURE.....	101
12.18	TERM AND SURVIVAL.....	102
12.19	DEFAULT	102
12.20	TERMINATION	103
12.21	LATE PAYMENTS AND PAYMENTS UPON TERMINATION	105
12.22	PRESS RELEASES AND PUBLIC ANNOUNCEMENTS.....	105
12.23	AGREEMENT BINDING	106
12.24	NO THIRD-PARTY BENEFICIARIES.....	106
12.25	NO WAIVER.....	106
12.26	FURTHER ASSURANCES.....	106
12.27	EXPENSES.....	106
12.28	NO PARTNERSHIPS.....	106
12.29	GOVERNING LAWS AND JURISDICTION	107

12.30	COUNTERPARTS.....	107
12.31	LANGUAGE	107
CHAPTER 13 SIGNATORIES		108
SCHEDULE 1.1.1A LIST OF CLAIMS		109
SCHEDULE 1.1.1B MAP OF CLAIMS AREA		117
SCHEDULE 1.1.1C EASTMAIN RE01 TERRITORY		118
SCHEDULE 1.1.1D EASTMAIN RE01 FAMILY		119
SCHEDULE 3.1.1 PRELIMINARY SUMMARY DESCRIPTION OF THE PROJECT		121
SCHEDULE 5.4.7 MAP OF SAFETY ZONES.....		133
SCHEDULE 9.4.3 [REDACTED]		134
SCHEDULE 10.11.1 RULES OF PROCEDURE OF THE IMPLEMENTATION COMMITTEE.....		136
SCHEDULE A OF THE RULES OF PROCEDURES OF THE IMPLEMENTATION COMMITTEE		139
SCHEDULE 10.12.1 CODE OF ETHICS.....		141
SCHEDULE 11.7.3 NOTICE OF ARBITRATION.....		147
SCHEDULE 12.1.7 CRITICAL ELEMENTS RESOLUTION		148
SCHEDULE 12.1.9 EASTMAIN RESOLUTION		149
SCHEDULE 12.1.10 GCC(EI)/CREE NATION GOVERNMENT RESOLUTION		152

CHAPTER 1 DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

1.1.1 For the purpose of this Agreement, capitalized terms used herein have the meaning ascribed thereto in this Subsection, unless the context suggests otherwise:

“Abandonment of Mining Operations” has the meaning ascribed to it in Subsection 12.20.1;

“Affected Party” has the meaning ascribed to it in Subsection 12.16.1;

“Affiliate” or **“Affiliates”** means, as applied to any Person: (a) any other Person directly or indirectly controlling, controlled by or under common control with that Person, or (b) any other Person that owns or controls 50% or more of any class of equity securities (including any equity securities issuable upon the exercise of any option or convertible security) of that Person. For the purpose of this definition, “control” (including with correlative meanings, the terms “controlling”, “controlled by”, and “under common control with”) as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through ownership of voting securities, by contract, voting trust or otherwise;

“Agreement” means this Agreement, to be referred to as the Pihkuutau Agreement, including all schedules attached thereto;

“Applicable Laws” means any and all laws, rules, regulations, statutes, orders, ordinances, by-laws, codes, permits, authorizations, judgments, decrees, court orders, directives and policies and standards of Authorities Having Jurisdiction, and any and all international treaties in each case having the force of law, as they may be replaced, supplemented, modified or amended from time to time, while this Agreement is in force;

“Authorities Having Jurisdiction” means such federal, provincial, regional, municipal or local government and other authorities and bodies and any Person exercising executive, legislative, judicial, regulatory, administrative, expropriation, tax, police or other functions, that legally have authority to exercise some measure of control over the Parties or Project, including any ministry, court, tribunal, board, department, stock exchange, securities regulatory authority, agency or commission and officials of such authorities;

“Authorized Representatives” any director, officer, agent, employee, mandatary, financial, legal or other advisor or representative of the concerned Party or of any of its Affiliates, or any consultant, contractor or subcontractor of the concerned Party, in each case where the duties and obligations of such individual require him to process or review or otherwise be informed of Confidential Information in furtherance of the concerned Party’s performance of the duties and obligations provided for in this Agreement;

“Business Day” means a day that is not a Saturday, Sunday or any other day on which the principal chartered banks located in Montréal, in the province of Québec, are not open for business during normal banking hours;

“Certificate of Authorization” means the certificate of authorization issued pursuant to section 164 of the *Environment Quality Act* or the authorization issued pursuant to section 167 of the *Environment Quality Act* for the Project, as such certificate of authorization or authorization may be amended from time to time;

“Claims Area” means the area of the mining claims held, managed and operated by Critical Elements Lithium Corporation, listed in Schedule 1.1.1A and illustrated in the map attached hereto as Schedule 1.1.1B and situated entirely on Category III lands as defined under the JBNQA, as such area may be reduced by Critical Elements from time to time;

“Closure Phase” means the period of time commencing upon permanent termination of production and ending upon completion of the Project site rehabilitation and restoration and the issuance of a certificate of release to Critical Elements by Authorities Having Jurisdiction pursuant to section 232.10 of the *Mining Act*;

“Commercial Production” means and shall be deemed to have been attained when management of Critical Elements declares that, in accordance with disclosure requirements pursuant to Applicable Laws, operating levels intended by management of Critical Elements at the Project have been reached, including operational commissioning of major mine and plant components and the production of marketable product consistently for a period of time;

“Confidential Information” has the meaning ascribed to it in Subsection 12.14.1;

“Construction Phase” means the period from the time of the Mine Construction Decision until the date Commercial Production is attained;

“Contractor” means a contractor retained by Critical Elements for the supply of goods or services for the Project;

“Cree” or “Cree Beneficiary” means an individual whose name appears on the Cree register kept by the secretary general appointed by the *Ministère de la Santé et des Services sociaux du Québec*, pursuant to section 16 of *An Act respecting Cree, Inuit and Naskapi Native persons* (CQLR, c. A-33.1);

“Cree Employee” means a Cree Beneficiary employed by Critical Elements or by a Contractor for the Project;

“Cree Enterprise” means:

- (i) a Cree First Nation, or any Cree Entity, or any unincorporated business belonging to a Cree Beneficiary, as well as any corporation in which one or more Cree Beneficiary, Cree First Nation, Cree Entity or any trust, foundation or fund instituted to the benefit of any one

or more of the aforementioned, holds more than fifty percent (50%) of the voting shares or a sufficient participation to appoint the majority of directors, as well as any partnership, joint venture, not-for-profit corporation or other enterprise or legal entity in which one or more Cree Beneficiaries, Cree First Nation, Cree Entity or any trust, foundation or fund instituted to the benefit of any one or more of the aforementioned, holds, directly or indirectly, a controlling interest, as well as any Affiliate controlled by any such corporation, partnership, joint venture, not-for-profit corporation or other enterprise or legal entity; or

- (ii) any enterprise in which the majority of employees who are dedicated to the contracts to be awarded by Critical Elements are Cree Beneficiaries and in which one (1) or more Cree Beneficiary, Cree Enterprise or Eastmain Cree Enterprise holds an equity interest;

“Cree Enterprises List” means the Cree Enterprises, particularly Eastmain Cree Enterprises that are interested in supplying goods or services to the Project;

“Cree Entity” means any of the Grand Council of the Crees (Eeyou Istchee), the Cree Nation Government (including when acting through the Board of Compensation thereto), the James Bay Eeyou Corporation, the Opimiscow Compane, the Sakami Eeyou Corporation, the Oujé-Bougoumou Development Corporation, the Cree Trappers’ Association, the Cree Outfitting and Tourism Association, the Cree Native Arts and Crafts Association, the Cree Development Corporation, the Cree villages, the Cree landholding corporations, the Cree School Board, the Cree Board of Health and Social Services of James Bay, or any other Cree controlled corporation, enterprise or legal entity referred to in the JBNQA or created pursuant to the JBNQA, any complementary agreement thereto, or any other agreement between Québec or Canada and any Cree First Nation, the Grand Council of the Crees (Eeyou Istchee) or the Cree Nation Government;

“Cree First Nation” means any of the Cree First Nations of Chisasibi, Eastmain, Mistissini, Nemaska, Ouje-Bougoumou, Waskaganish, Waswanipi, Wemindji or Whapmagoostui, constituted as corporations under the *Cree-Naskapi (of Quebec) Act* (S.C. 1984, c. 18), and continued as Cree First Nations and as the same legal persons under the *Agreement on Cree Nation Governance between the Crees of Eeyou Istchee and the Government of Canada* and the *Cree Nation of Eeyou Istchee Governance Act* (S.C. 2018, c. 4), and any other Cree First Nation which may be recognized as such under Applicable Laws;

“Cree Knowledge” means the knowledge, practices and customs acquired, developed and adapted over time by the Crees on various matters which may be required for the purpose of this Agreement, including land use, hunting, fishing, trapping and environmental management;

“Cree Nation of Eastmain” or **“Eastmain”** has the meaning ascribed to it in the appearance;

“Cree Nation Government” has the meaning ascribed to it in the appearance;

“Cree Parties” means, collectively, the GCC(EI)/Cree Nation Government and Eastmain;

“Critical Elements” has the meaning ascribed to it in the appearance;

“Critical Elements Employee” means an individual employed by Critical Elements and working on a regular basis at the Project;

“Defaulting Party” has the meaning ascribed thereto in Subsection 12.19.2;

“Dispute” has the meaning ascribed thereto in Subsection 11.3.1;

“Eastmain Cree Enterprise” means:

- (i) the Cree Nation of Eastmain, its subsidiaries, the Wabannutao Eeyou Development Corporation, its subsidiaries, or any unincorporated business belonging to an Eastmain Cree Beneficiary and whose head office is located in Eastmain, as well as any corporation, whose head office is located in Eastmain, in which one or more Cree Beneficiaries residing in Eastmain, the Cree Nation of Eastmain, its subsidiaries, or the Wabannutao Eeyou Development Corporation, or any trust, foundation or fund instituted for the benefit of any one or more of the aforementioned, holds more than fifty per cent (50%) of the voting shares or the governing body of which is comprised by more than fifty per cent (50%) of Cree Beneficiaries residing in Eastmain; or
- (ii) any enterprise in which the majority of employees who are dedicated to the contracts to be awarded by Critical Elements are Cree Beneficiaries residing in Eastmain and in which one (1) or more Cree Beneficiary residing in Eastmain or Eastmain Cree Enterprise holds an equity interest;

“Eastmain RE01 Family” means the Crees listed in Schedule 1.1.1D attached hereto, as may be updated by the Cree Parties in accordance with Subsection 4.6.2;

“Eastmain RE01 Territory” means the Eastmain RE01 trapline illustrated in the map issued by the Cree Nation Government and attached hereto as Schedule 1.1.1C, of which territory [REDACTED] is recognized by Eastmain as the Cree tallyman in accordance with paragraph 24.1.8 of the JBNQA;

“Eastmain Training and Business Development Fund” has the meaning ascribed thereto in Subsection 4.12.1;

“Effective Date” means the date of execution of this Agreement by the Parties;

“Environment Committee” means the committee established pursuant to Subsection 8.3.1;

“Environment Quality Act” means the *Environment Quality Act* (CQLR, c. Q-2) and all regulations thereunder;

“Environmental Management System” or “EMS” means the systems used to manage all environmental aspects of the activities and operations of the Project over which Critical Elements has control or which it can reasonably influence;

“Environmental and Social Impact Statement” or “ESIS” means the impact assessment statement, as may be amended from time to time, for the Project required pursuant to section 160 of the *Environment Quality Act* and the *Regulation respecting the environmental and social impact assessment and review procedure applicable to the territory of James Bay and Northern Québec* (CQLR, c. Q-2, r. 25);

“Event of Default” has the meaning ascribed thereto in Subsection 12.19.1;

“Exploration Works” means the operations conducted by Critical Elements for the discovery, definition and evaluation of mineral resources, as may be authorized under Applicable Laws, which include geological, geochemical, geophysical and geotechnical surveys, surveying and mapping, line cutting, stripping, diamond drilling, trenches excavation, installation of exploration shafts, ramps and other underground openings and of other infrastructures required for exploration, and the carrying out of all other works usually required to conduct exploration;

“Financial Year” means the financial year of Critical Elements being each twelve (12) -month period beginning on September 1 and ending on August 31, unless otherwise decided by Critical Elements and provided that notice of such decision has been given by Critical Elements to the Cree Parties;

“Force Majeure” has the meaning ascribed to it in Subsection 12.16.1;

“Grand Council of the Crees (Eeyou Istchee)” or “GCC(EI)” has the meaning ascribed to it in the appearance;

“GCC(EI)/Cree Nation Government” means collectively the GCC(EI) and the Cree Nation Government;

“Implementation Committee” means the committee established pursuant to Subsection 10.2.1;

“International Financial Reporting Standards” or “IFRS” means, at any given date, International Financial Reporting Standards applicable to Critical Elements which include standards and interpretations adopted by the International Accounting Standards Board, applied on a consistent basis as used under the accounting policies of Critical Elements and in the audited financial statements of Critical Elements;

“James Bay and Northern Québec Agreement” or “JBNQA” means the agreement approved, given effect and declared valid by the *James Bay and Northern Quebec Native Claims Settlement Act*, (S.C. 1976-77, c. 32) and by the *Act approving the Agreement concerning James Bay and Northern Québec*, (CQLR, c. C-67), as amended from time to time;

“Lenders” has the meaning ascribed thereto in Subsection 12.6.5;

“Mine Construction Decision” means the unconditional decision of Critical Elements, based on the *Rose Lithium-Tantalum Project - Feasibility Study - NI 43-101 Technical Report* (Project No.: 161-14801-00_RPT-01_R1) dated November 29, 2017, prepared by WSP Canada Inc. for the account of Critical Elements, as may be amended from time to time, authorizing the construction and operation of the Project and committing the required capital in relation thereto;

“Mine Site” means the areas where the Project facilities are located;

“Mine Workforce” means the aggregate of Critical Elements Employees and employees of Contractors working on a regular basis at the Project;

“Mining Act” means the *Mining Act* (CQLR, c. M-13.1) and all regulations thereunder;

“New Development” has the meaning ascribed thereto in Subsection 3.2.1;

“New Project” has the meaning ascribed thereto in Subsection 3.3.1;

“Notice of Default” has the meaning ascribed thereto in Subsection 12.19.2;

“Notice of Resumed Operations” has the meaning ascribed thereto in Subsection 12.17.1;

“Notice of Termination” means a notice of termination of this Agreement executed by either Critical Elements or the Cree Parties, given in accordance with Subsection 12.20.1;

“Officers” has the meaning ascribed thereto in Subsection 11.5.3;

“Operations Phase” means the period of time commencing upon the date Commercial Production is attained and ending upon the permanent termination of production of the Project;

“Parties” and **“Party”** have the meaning ascribed to them in the appearance;

“Person” means an individual, corporation or company (with or without share capital), limited liability company, limited liability partnership, sole proprietorship, body corporate, firm, general or limited partnership, joint venture, trust, association, unincorporated organization, any Authority Having Jurisdiction or any other entity;

“Pre-Development Agreement” or **“PDA”** means the agreement entered into on November 12, 2012 between the Parties;

“Project” means the mine, facilities and activities, as described in Section 3.1, including any activity pertaining to all phases of that project, notably transportation activities from and to the Mine Site and board and lodging, the whole subject to the terms and conditions of the Certificate of Authorization;

“Rights and Obligations” has the meaning ascribed thereto in Subsection 12.6.1;

“Safety Zones” has the meaning ascribed to it in Subsection 5.4.7 and is illustrated in Schedule 5.4.7, as may be adjusted from time to time in accordance with Subsection 5.4.7;

“Social and Cultural Fund” has the meaning ascribed thereto in Subsection 7.7.1;

“Tallyman” has the meaning ascribed thereto in Subsection 24.1.8 of the JBNQA;

“Temporary Closure” has the meaning ascribed thereto in Subsection 12.17.1; and

“Term” has the meaning ascribed thereto in Subsection 12.18.1;

1.2 INTERPRETATION

Schedules

1.2.1 The schedules to this Agreement form an integral part thereof.

1.2.2 The following schedules are attached to this Agreement:

Schedule 1.1.1A – List of Claims;

Schedule 1.1.1B – Map of Claims Area;

Schedule 1.1.1C – Eastmain RE01 Territory;

Schedule 1.1.1D – Eastmain RE01 Family;

Schedule 3.1.1 – Preliminary Summary Description of the Project;

Schedule 5.4.7 – Map of the Safety Zones;

Schedule 9.4.3 – [REDACTED];

Schedule 10.11.1 – Rules of Procedures of the Implementation Committee, including Schedule A of the Rules of Procedures of the Implementation Committee – Confidentiality Undertaking;

Schedule 10.12.1 – Code of Ethics;

Schedule 11.7.3 – Notice of Arbitration;

SCHEDULE 12.1.7 – Critical Elements Resolution;

Schedule 12.1.9 – Eastmain Resolution; and

Schedule 12.1.10 – GCC(EI)/Cree Nation Government Resolution

Legislation

- 1.2.3 Unless otherwise indicated, when an Applicable Law is specifically identified in this Agreement, the reference thereto shall be to such law, as it exists as of the date hereof, and as it may be replaced, supplemented, modified or amended from time to time

Currency

- 1.2.4 Unless otherwise indicated, all dollar amounts mentioned in this Agreement are in Canadian dollars.

Computation of Time Periods

- 1.2.5 For the purpose of this Agreement, when a period provided for herein exceeds ten (10) days, such period is to be computed on the basis of calendar days. For a period of up to ten (10) days, such period is to be computed on the basis of Business Days.
- 1.2.6 Except as specifically set out in this Agreement, for the purpose of computing periods:
- (a) the day which marks the start of the period is not counted, but the last day is counted;
 - (b) when the last day of a period falls on a day that is not a Business Day, the last day is deemed to be the next following Business Day.

Extended Meaning

- 1.2.7 To the extent that the context so requires, the masculine gender herein employed includes the feminine and vice versa and the singular includes the plural and vice versa and, in such cases, the remainder of the sentence or sentences concerned is to be interpreted as if the required grammatical and terminological changes had accordingly been made thereto.
- 1.2.8 The words “including” or “includes” or any variation thereof, when followed by a list of items or things, are to be read as though the word “including” or “includes” or the variation was followed by the words “but without restricting the generality of the foregoing”. It shall not be presumed that the items or things are complete.

Headings

- 1.2.9 Chapter, Section, Subsection, Paragraph and Subparagraph headings contained in this Agreement, including its table of contents, are included solely for convenience, are not intended to be full or accurate descriptions of the contents thereof and are not to affect the construction or interpretation of any provision hereof.

Reference

- 1.2.10 The words or phrases “this Agreement”, “hereof”, “herein”, “pursuant hereto”, “thereof” and “hereby”, as well as all similar words or phrases, refer to this Agreement as a whole and not only to the particular Chapter, Section, Subsection, Paragraph or Subparagraph where such words or phrases are used.

Capitalized Terms

- 1.2.11 Except to the extent this Agreement refers to the full legal name of a Person not otherwise defined herein, all capitalized terms have the meaning ascribed to them in this Agreement.

Construction

- 1.2.12 Notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty in any provision of this Agreement shall not be construed against any Party by reason of the authorship of such provision.

Accounting Terms

- 1.2.13 All accounting terms not specifically defined herein shall be construed in accordance with IFRS consistently applied or any standards adopted by the mining industry from time to time.

GCC(EI)/Cree Nation Government Acting as One Party

- 1.2.14 For the purpose of this Agreement, the GCC(EI) and the Cree Nation Government shall act as one (1) party, except as otherwise specifically provided for in Chapter 9 and Chapter 12.

CHAPTER 2

OBJECTIVES OF THE AGREEMENT

2.1 OBJECTIVES

2.1.1 The objectives of this Agreement are:

- (a) to provide for the establishment and maintenance of a long-term working relationship between the Parties based on mutual trust and respect during all phases of the Project through a sustainable development approach;
- (b) to provide for a framework through which communication and cooperation can take place between the Parties in the performance of their respective obligations under this Agreement;
- (c) to provide for training, employment and business opportunities for the Crees and particularly the Crees of Eastmain at the Project, through joint efforts of the Parties;
- (d) to provide for the cooperation and involvement of the Cree Parties with Critical Elements in the environmental monitoring during all phases of the Project;
- (e) to maintain a constructive and respectful relationship with the Crees from Eastmain, including the Eastmain RE01 Family and to provide specific measures intended to benefit them, including training, employment and business opportunities and participation in environmental monitoring;
- (f) to provide for the social acceptability of the Project by the Crees and to confirm their support for the development and the operation of the Project;
- (g) to facilitate the development and operation of the Project in an efficient, profitable, secure and environmentally sustainable manner; and
- (h) to provide for a mutually beneficial, solution-oriented and non-punitive approach for the proper implementation of this Agreement, through the Implementation Committee and other joint mechanisms.

CHAPTER 3

DESCRIPTION OF THE PROJECT

3.1 PROJECT

Description

- 3.1.1 For the purpose of this Agreement, the description of the Project is set out in Schedule 3.1.1.
- 3.1.2 A more detailed description of the Project is set out in Section 1 of the document entitled *Rose Lithium-Tantalum Project - Feasibility Study - NI 43-101 Technical Report* (Project No.: 161-14801-00_RPT-01_R1) dated November 29, 2017, prepared by WSP Canada Inc. for the account of Critical Elements, a copy of which was delivered to the Cree Parties and filed on the System for Electronic Document Analysis and Retrieval (SEDAR: www.sedar.com). Upon the issuance of the Certificate of Authorization, the preliminary summary description set out in Schedule 3.1.1 and the foregoing detailed description set out in the Environmental and Social Impact Statement shall be subject to, and be deemed amended to be in compliance with such Certificate of Authorization.
- 3.1.3 The Cree Parties acknowledge that Critical Elements will continue to carry out Exploration Works on the Claims Area from time to time during the Term of this Agreement.

3.2 NEW DEVELOPMENT

- 3.2.1 A “**New Development**” means:
- (a) the development and extraction of a deposit on the Claims Area other than the deposits identified for extraction in the Environmental and Social Impact Statement, where such development requires an amendment to the Certificate of Authorization; and/or
 - (b) a modification to the extraction and/or the processing capacity for the Project, where such modification requires an amendment to the Certificate of Authorization.
- 3.2.2 Should Critical Elements intend to undertake a New Development, it shall inform the Cree Parties, through the Implementation Committee, of the intended New Development and of its intention to file a notice of intent in accordance with the *Environment Quality Act*.
- 3.2.3 Following the filing of a notice of intent by Critical Elements, the Implementation Committee shall discuss such New Development and its environmental and social impacts, if any, and make recommendations to Critical Elements on remedial or

preventive measures, as the case may be, for the intended New Development, to be considered in the preparation of amendments to the Environmental and Social Impact Statement, if required.

- 3.2.4 Following the filing of a notice of intent by Critical Elements and if amendments to the Environmental and Social Impact Statement are required by Authorities Having Jurisdiction for the intended New Development, the Cree Parties, through the Implementation Committee, shall cooperate with Critical Elements in the preparation of such amendments to the Environmental and Social Impact Statement to allow Critical Elements to submit same in a timely manner to Authorities Having Jurisdiction.
- 3.2.5 Critical Elements may then apply to Authorities Having Jurisdiction for an amendment to the Certificate of Authorization to include such New Development, including by filing an amended Environmental and Social Impact Statement, if required.
- 3.2.6 Should the Certificate of Authorization be amended in accordance with Subsection 3.2.5, this Agreement shall apply to the New Development.

3.3 NEW PROJECT

- 3.3.1 A “**New Project**” means:

- (a) the development and extraction of a deposit outside of the Claims Area, on Eastmain’s Category III lands as defined under the JBNQA, where such development requires a new certificate of authorization pursuant to section 164 of the *Environment Quality Act* or an authorization pursuant to section 167 of the *Environment Quality Act*; and/or
- (b) a modification to the extraction and/or the processing capacity for the Project, where such modification requires a new certificate of authorization pursuant to section 164 of the *Environment Quality Act* or an authorization pursuant to section 167 of the *Environment Quality Act*.

- 3.3.2 Should Critical Elements intend to undertake a New Project, it shall inform the Cree Parties, through the Implementation Committee, of the intended New Project and of its intention to file a notice of intent in accordance with the *Environment Quality Act*.
- 3.3.3 Following the filing of a notice of intent by Critical Elements, the Implementation Committee shall discuss such New Project and its environmental and social impacts and make recommendations to Critical Elements on remedial or preventive measures for the intended New Project, to be considered in the preparation of an environmental and social impact statement.
- 3.3.4 Following the filing of a notice of intent by Critical Elements for the intended New Project, the Cree Parties, through the Implementation Committee, shall cooperate with Critical Elements in the preparation of an environmental and social impact

statement to allow Critical Elements to submit same in a timely manner to Authorities Having Jurisdiction.

- 3.3.5 Critical Elements may then apply to Authorities Having Jurisdiction for a certificate of authorization with respect to the New Project, by filing an environmental and social impact statement.
- 3.3.6 Concurrently with the discussions outlined in Subsection 3.3.3, the Implementation Committee shall also discuss, and make recommendations to the Parties, as to whether:
- (a) this Agreement should apply to the New Project;
 - (b) this Agreement should be amended for the New Project; or
 - (c) the Parties should negotiate a new agreement for the New Project.
- 3.3.7 The Parties shall consider the recommendations of the Implementation Committee and shall make a decision on the course of action to be taken.

CHAPTER 4 TRAINING AND EMPLOYMENT

4.1 PURPOSE

- 4.1.1 The purpose of this Chapter is to develop a qualified and productive workforce and to promote the employment, integration, advancement and retention of Crees in all business units at the Project, the whole through the joint efforts and cooperation of the Parties, as provided for in this Chapter.

4.2 OBJECTIVES

- 4.2.1 The objectives of this Chapter are for the Parties to cooperate in the following:
- (a) in the establishment of their respective training programs and measures and in the establishment of joint training programs and measures;
 - (b) in the implementation of measures facilitating successful recruitment of Crees in all business units at the Project, being understood that such units will be defined by Critical Elements from time to time and that the initial business units may comprise: “Mining”, “Plant”, “Maintenance”, and “Technical Services”, it being understood that such units shall also include contracts related to the operations of the Project;
 - (c) in the establishment of Cree employment objectives to promote Cree employment at the Project; and
 - (d) with respect to measures to promote the integration, advancement and retention of Cree Employees at the Project.

4.3 COOPERATION IN TRAINING PROGRAMS

- 4.3.1 The Parties shall establish their respective training programs and measures and shall cooperate regarding such programs and measures as provided for in this Chapter. The programs and measures established by the Parties will be designed to increase the number of Cree candidates qualified for employment at the Project.

4.4 TRAINING PROGRAMS OF THE CREE PARTIES

Role of the Cree Parties

- 4.4.1 The Cree Parties shall promote, support and develop the following programs, including programs supporting employment related to the mining industry in general, either on

their own or in cooperation with Cree educational and vocational organizations or with other third parties:

- (a) educational programs;
- (b) vocational and technical training programs; and
- (c) pre-employment programs.

4.4.2 For the purpose of this Chapter:

- (a) “**educational programs**” refers to preschool, elementary, secondary education in Québec, as well as essential skills training programs;
- (b) “**vocational and technical training programs**” refers to training programs leading to a diploma of vocational studies, an attestation of vocational specialization, a specialization diploma in technical studies or an attestation of college studies; and
- (c) “**pre-employment programs**” refers to programs designed to provide basic skills preparing an individual for entry into the industrial labour force. The contents of such programs may address matters such as job readiness training regarding industrial settings, employer/employee expectations, health and safety skills, communication skills including French and English knowledge, personal budget management, work-related stress management and inter-cultural and social differences.

Cooperation of Critical Elements

4.4.3 Critical Elements shall cooperate with the Cree Parties in their efforts to promote, support and develop such programs, particularly programs supporting employment related to the mining industry in general and at the Project, in the following manner:

- (a) for educational programs, and for vocational and technical training programs, Critical Elements shall adopt measures which may include the following:
 - (i) providing information sessions on career opportunities at the Project and in the mining industry in general and ensuring this information is disseminated in Cree communities;
 - (ii) cooperating with vocational organizations in the establishment and delivery of mining-related vocational and technical training programs, through technical support, expertise and advice; and
 - (iii) cooperating with vocational organizations and other third parties, as the case may be, to facilitate the preparation and delivery, in cooperation with

the Cree Parties, of mining-related vocational and technical training programs in the community of Eastmain;

- (b) for educational programs, and for vocational and technical training programs, Critical Elements shall adopt measures providing incentives to Cree students to pursue studies in programs leading to careers in mining-related fields, which may include summer employment or internships; and
- (c) for pre-employment programs, Critical Elements shall cooperate with the Cree Parties in the establishment of pre-employment programs designed to facilitate the integration of the Crees in the Mine Workforce.

4.5 TRAINING PROGRAMS AND MEASURES OF CRITICAL ELEMENTS

Role of Critical Elements

- 4.5.1 Critical Elements shall be responsible for internal training programs and measures delivered by Critical Elements or by third parties on behalf of Critical Elements for the Project. Where appropriate and feasible in light of all circumstances, such internal training programs and measures will be delivered at the Mine Site.

Cooperation of the Cree Parties

- 4.5.2 Critical Elements shall provide appropriate information sessions to its supervisory staff on relevant provisions of this Agreement pertaining to this Chapter, Chapter 5 “Working Conditions and Operating Policies”, Chapter 6 “Business Opportunities”, Chapter 7 “Social and Cultural Matters” and Chapter 8 “Environmental Matters”. The Cree Parties, through the Implementation Committee, shall cooperate with Critical Elements in the development and the delivery of such information sessions.

Timing of Training

- 4.5.3 The internal training programs and measures referred to in Subsection 4.5.1 shall be provided at Critical Elements’ discretion, in consultation with the Implementation Committee, based on its assessment of current and future needs.
- 4.5.4 The information sessions referred to in Subsection 4.5.2 shall be provided at the time of hiring and on an annual basis thereafter.

Language of Training

- 4.5.5 When relevant and where the size of the group allows, Critical Elements’ internal training programs will be available in French and English unless delivery is not feasible, provided however that Critical Elements shall make commercially reasonable efforts to make such training programs available in French and English and, where applicable, shall inform the Cree Parties of the reasons why it is not feasible for Critical Elements

to make such training programs available in French and English, in which case the Implementation Committee shall identify solutions and make recommendations to the Parties.

- 4.5.6 Notwithstanding Subsection 4.5.5, subject to any Applicable Laws, Critical Elements shall ensure that any training programs regarding occupational health and safety and operating procedures be delivered in French and English.

Professional Development Programs

- 4.5.7 When Critical Elements establishes professional development programs, it shall inform the Implementation Committee of the programs available to the Cree Employees of Critical Elements so that the Implementation Committee may identify for such employees other existing training programs and measures, if any, offered by third parties, including Cree educational organizations. The Implementation Committee shall then make recommendations to the Parties regarding such complementary training programs and measures.

4.6 JOINT TRAINING PROGRAMS AND MEASURES

Joint Training Programs and Measures

- 4.6.1 The Parties may, from time to time, establish joint training programs and measures to be identified by the Implementation Committee for specific needs or purposes for the Project.

Eastmain RE01 Family

- 4.6.2 The Implementation Committee shall inform the Eastmain RE01 Family of the Parties' training programs and measures, and shall facilitate their participation in such programs and measures. The Cree Parties shall provide to Critical Elements, on an annual basis or such period as may be agreed to by the Parties, an updated list of the Eastmain RE01 Family set out in Schedule 1.1.1D.

Access to Funding

- 4.6.3 The Parties shall cooperate in seeking access to funding from third parties for training programs and measures and to obtain the assistance of training institutions.

4.7 RECRUITMENT

Information on Workforce Needs

- 4.7.1 Critical Elements shall provide to the Implementation Committee, at a frequency to be determined by the committee, information on its short-term and long-term workforce needs.

Establishment of Recruitment Measures

- 4.7.2 Critical Elements shall inform the Implementation Committee of its recruitment measures and the committee may make recommendations to Critical Elements on additional or modified recruitment measures to facilitate the successful recruitment of Crees in all business units at the Project.

Posting of Job Openings

- 4.7.3 Critical Elements shall post job openings in French and English in various Cree media and shall provide posting information on such job openings to the Cree employment services entities designated by the Implementation Committee for these entities to post such job openings through their respective media services. Such job openings shall also be posted at the offices of the council of Eastmain and, if any, at Critical Element's employment office in Eastmain.

Entry Requirements

- 4.7.4 Critical Elements shall determine entry requirements, including training or experience prerequisites, for all employment positions at the Project. The Implementation Committee shall review proposed entry requirements, including language skills, and make recommendations to Critical Elements to avoid the creation of or to remove any undue barriers to Cree employment at the Project. Critical Elements job requirements shall be the same for all Critical Elements Employees performing the same duties, including the Cree Employees of Critical Elements.
- 4.7.5 The lack of both French and English language skills by a candidate does not constitute a barrier for employment at the Project, inasmuch as Critical Elements can provide for adaptations to remedy the lack of such language skills. Critical Elements shall identify the positions for which French language skills by a candidate is a necessary entry requirement and inform the Cree Parties of the reasons why Critical Elements cannot provide for adaptations to remedy the lack of such French language skills by a candidate in such case.

Cooperation of Cree Organizations in Recruitment Activities

- 4.7.6 The Cree Parties, with the cooperation of Cree organizations responsible to promote Cree employment, shall participate in the recruitment activities of Critical Elements for employment at the Project, where such activities are held in Cree communities and particularly in the community of Eastmain.

Submission of Applications and Interviews

- 4.7.7 Cree candidates may submit their applications for employment and related documentation in French or English. Critical Elements shall conduct interviews of Cree candidates in French or English, at the discretion of the candidate.

4.8 SELECTION AND HIRING

Critical Elements Prerogative

- 4.8.1 The selection and hiring of employees remain the prerogative and sole responsibility of Critical Elements, subject to the conditions provided in this section 4.8.

Hiring Order

- 4.8.2 Critical Elements shall hire all employees from amongst available qualified candidates. Should one or more Crees fulfill the job requirements for a vacant position, Critical Elements shall fill the position by hiring a qualified candidate in accordance with the following order:
- (a) a member of the Eastmain RE01 Family;
 - (b) a Cree of Eastmain;
 - (c) a Cree of Nemaska; and
 - (d) another Cree.

Agreement between the Pekuakamiulnuatsh Nation and the Cree Nation of Eeyou Istchee

- 4.8.3 Critical Elements acknowledges that the GCC(EI)/Cree Nation Government entered into the *Agreement between the Pekuakamiulnuatsh Nation and the Cree Nation of Eeyou Istchee* dated June 21, 2018, and that pursuant to section 7.2 of said agreement, the GCC(EI)/Cree Nation Government shall provide to the Pekuakamiulnuatsh Nation a privileged access to training and employment, subject to the provisions of development agreements signed with third parties and the prioritization of Crees. In this context, with a view to foster collaboration between the Parties, Critical Elements will, to the extent possible as it deems necessary and without affecting the schedule, economics or feasibility of the Project, collaborate with the Implementation Committee in order to facilitate the performance by the GCC(EI)/Cree Nation Government of that commitment with regards to training and employment opportunities at the Project, it being understood that the selection and hiring of employees remain the prerogative and sole responsibility of Critical Elements, subject to the conditions provided in this section 4.8.
- 4.8.4 The Parties further acknowledge that the undertaking of Critical Elements referred to in Subsection 4.8.3 is for the sole benefit of the GCC(EI)/Cree Nation Government.

Pre-Employment Verifications

- 4.8.5 Critical Elements shall determine the pre-employment verification requirements. Critical Elements shall conduct the necessary verifications with respect to each

candidate, but it shall not use such pre-employment verifications to create undue barriers to the hiring of Crees at the Project. The Cree Parties acknowledge that such pre-employment verifications as well as the results of these verifications must remain confidential and that these verifications are the sole responsibility of Critical Elements.

4.9 CREE EMPLOYMENT OBJECTIVES

Long-Term Objective for Workforce Composition

- 4.9.1 Subject to the availability of a qualified Cree workforce and the employment needs of the Project, the Parties shall cooperate in establishing measures in furtherance of the Parties' intent to maximize the Cree proportion of the Mine Workforce at all levels of employment, including management positions.

Short-Term Cree Employment Objectives

- 4.9.2 Towards eventual attainment of the workforce composition at the Project as provided for in Subsection 4.9.1, the Implementation Committee shall approve the short-term Cree employment objectives, as provided for in Subsections 4.9.3 and 4.9.4, and the Parties shall work jointly towards the attainment of the approved short-term objectives. It is understood that these short-term objectives shall not be binding but shall constitute a common goal the Parties wish to attain and towards which they shall develop programs and measures as provided in this Chapter.

Relevant Parameters

- 4.9.3 Subject to the employment needs of the Project, the short-term Cree employment objectives for each of the business units at the Project will be established, reviewed in light of performance and adjusted based on relevant parameters, including:
- (a) the availability of a qualified Cree workforce for the Project;
 - (b) the unemployment rate and long-term employment perspectives in the communities of the Cree First Nations;
 - (c) other projects or industrial activities in the Eeyou Istchee James Bay region providing competing employment opportunities for Crees;
 - (d) the current and upcoming phases of the Project, as the case may be;
 - (e) the general economic context and market; and
 - (f) any other relevant parameters, as determined by the Implementation Committee from time to time.

Frequency

- 4.9.4 The short-term Cree employment objectives will be established, reviewed in light of performance and adjusted on an annual basis during the Construction Phase, and thereafter once every three (3) years during the Operations Phase. No short-term Cree employment objectives will be established during the Closure Phase. The Parties shall make recommendations to the Implementation Committee with respect to the establishment, review and adjustments of the short-term Cree employment objectives.

Application to Contractors and Subcontractors

- 4.9.5 In furtherance of the attainment of the workforce composition at the Project as provided for in Subsection 4.9.1, Critical Elements shall require its Contractors to hire qualified Crees, in priority Crees of Eastmain, subject to the availability of a qualified Cree workforce. In addition, Critical Elements shall deploy commercially reasonable efforts to encourage its Contractors to promote the hiring by subcontractors of qualified Crees, in priority Crees of Eastmain, subject to the availability of a qualified Cree workforce.
- 4.9.6 Critical Elements shall require its Contractors to provide quarterly reports based on Critical Elements' policies and to include in such reports information on the indicators to be defined by the Implementation Committee, such as the number of Crees offered work, the number of Cree applications received, the number of Crees actually employed by the Contractor and its subcontractors, a description of the training offered to the Crees and the number of Crees laid off or dismissed, and the Cree Enterprises engaged as subcontractors.
- 4.9.7 Critical Elements shall share, at the regular meetings of the Implementation Committee, statistical and other relevant information on the Mine Workforce, including information based on the quarterly reports received from its Contractors.

4.10 INTEGRATION, ADVANCEMENT AND RETENTION

Integration, Advancement and Retention Measures

- 4.10.1 Critical Elements shall identify, in cooperation with the Implementation Committee, workplace measures, including training programs, intended to promote the integration, advancement and retention of Cree Employees in the Mine Workforce.
- 4.10.2 The Cree Parties shall participate, whenever feasible and relevant, in the delivery of the measures developed by Critical Elements and designed to promote the integration, advancement and retention of Cree Employees in the Mine Workforce.
- 4.10.3 Critical Elements shall be responsible for the development and the implementation of the measures referred to in Subsection 4.10.1, which may include orientation

programs, cross-cultural awareness and cultural programs, mentoring programs, pairing and companionship programs and supervisory skills training in a multicultural context. Such measures will be offered in French and English.

- 4.10.4 To facilitate the integration, advancement and retention of Cree Employees in the Mine Workforce, all supervising management personnel of Critical Elements shall be required to attend a training session on this Agreement and Cree culture. Critical Elements shall use its best efforts for its Contractors to attend such training session.

Language Training

- 4.10.5 Critical Elements shall provide, on an ongoing basis and where relevant, French and English language training to facilitate communications at the Project.

Cree Representation on Internal Committees

- 4.10.6 Critical Elements shall encourage Cree Employee representation on its internal employees committees.

Information and Cooperation on Advancement Opportunities

- 4.10.7 Critical Elements shall provide the Cree Parties through the Implementation Committee with information that identifies advancement opportunities and related job requirements, for Cree Employees in the Mine Workforce.
- 4.10.8 The Cree Parties shall cooperate with Critical Elements and provide training where relevant and feasible for the advancement of Cree Employees, either on their own, in cooperation with Cree educational and vocational organizations or with other third parties.
- 4.10.9 The Parties shall cooperate to encourage Cree Employees to seek out and apply for advancement opportunities in the Mine Workforce.

4.11 EVALUATION OF PERFORMANCE

- 4.11.1 On an annual basis and subject to Applicable Laws, the Parties shall provide the Implementation Committee with information on the performance towards attainment of the short-term Cree employment objectives for the Project, including information regarding:
- (a) employment barriers encountered by the Crees at the stages of application, selection and/or hiring; and
 - (b) integration, advancement and retention, including measures implemented and delivered by Critical Elements.

- 4.11.2 The Implementation Committee shall review and discuss the information and may make recommendations to the Parties, including remedial measures, for the latter to implement in order to improve the achievement of the short-term Cree employment objectives.
- 4.11.3 On an annual basis, Critical Elements shall provide to the Implementation Committee a compilation, without any personal information as defined under Section 2 of *An Act respecting the protection of personal information in the private sector* (CQLR, c. P-39.1), of the grounds for refusing Cree candidates for employment for the Project in order to allow the Cree Parties to take appropriate corrective measures, when possible. This compilation should include the percentage of candidates refused per category of grounds of refusal. The categories of grounds for refusal shall be the following:
- (a) qualifications and references;
 - (b) criminal record;
 - (c) references;
 - (d) performance at the interview; and
 - (e) other.
- 4.11.4 The Implementation Committee shall discuss the above-mentioned compilation and any undue barriers to employment referred to in Subsection 4.7.4 and make recommendations to the Parties regarding same.

4.12 EASTMAIN TRAINING AND BUSINESS DEVELOPMENT FUND

- 4.12.1 Commencing with the Financial Year in which the Commencement of Construction Date occurs, and until the final Financial Year of the Operations Phase, Critical Elements shall pay to Eastmain for the “**Eastmain Training and Business Development Fund**” an amount equal to the amount secured by Eastmain from other funding sources or provided by Eastmain itself to such fund, in the Financial Year, up to a maximum of One Hundred and Fifty Thousand dollars (\$150,000.00) per Financial Year, in addition to any amount which may be paid by the Parties to the Eastmain Training and Business Development Fund under Subsection 6.15.1. Eastmain shall provide to Critical Elements a written confirmation of the funding sources and of the committed amount.
- 4.12.2 Eastmain shall use the Eastmain Training and Business Development Fund for the delivery of programs set out in Section 4.4, particularly programs related to the mining industry in general and for the Project, as well as for the purpose of supporting the development of Eastmain Cree Enterprises (at the condition that amounts payable in this regard in accordance with Subsection 6.15.1 have been paid to the Eastmain

Training and Business Development Fund). The Implementation Committee shall make its recommendations to Eastmain on the use of the Eastmain Training and Business Development Fund and Eastmain shall respond thereto.

- 4.12.3 Within one hundred and twenty (120) days of the end of each fiscal year of Eastmain, Eastmain shall provide audited financial statements to Critical Elements as to the use of the Eastmain Training and Business Development Fund in the previous fiscal year of Eastmain.
- 4.12.4 Critical Elements shall pay the amounts referred to in Subsections 4.12.1 and 6.15.1 within sixty (60) days of receipt by Critical Elements from Eastmain of the written confirmation of the funding sources and of the committed amount.

CHAPTER 5

WORKING CONDITIONS AND OPERATING POLICIES

5.1 PURPOSE

- 5.1.1 The purpose of this Chapter is to provide for adaptations of certain working conditions for Cree Employees of Critical Elements to facilitate their integration and to set out certain policies applicable to the Mine Workforce, as provided for in this Chapter.

5.2 GUIDELINES

- 5.2.1 The guidelines of this Chapter are the following:
- (a) all Critical Elements Employees shall be subject to and benefit from the same working conditions, work rotation schedules, rules of conduct, assessment criteria, policies and procedures as are applicable to their assigned group and as may be established by Critical Elements from time to time, except as provided for in this Agreement and in particular for adaptations of certain working conditions for Cree Employees of Critical Elements, as provided for in this Chapter; and
 - (b) Critical Elements' vision and willingness to promote a discrimination-free, fair, safe and inclusive work environment will be reflected in its policies.
- 5.2.2 Where relevant, the operating policies of Critical Elements related to this Agreement, including those related to training and employment, shall be submitted to the Implementation Committee for comments and recommendations to facilitate the implementation of this Agreement.

5.3 WORKING CONDITIONS

Cultural Leaves

- 5.3.1 Critical Elements shall authorize, on an annual basis, leaves for activities known as "Goose Break" and "Moose Break", in accordance with its policies, based on the following:
- (a) Cree Employees of Critical Elements shall be considered in priority for such leaves;
 - (b) Cree Employees of Critical Elements shall take any such leave as part of their annual paid vacation;
 - (c) Cree Employees of Critical Elements wishing to avail themselves of such leaves shall be required to give notice in accordance with Critical Elements' policies; and
 - (d) any such leave may be authorized as long as it does not impede the normal operations of the Project.

Bereavement Leaves

- 5.3.2 Critical Elements shall include in its policies provisions with respect to bereavement leaves in the case of death of a Critical Elements Employee's immediate family member, provided that for Cree Employees of Critical Elements, immediate family will be defined as including family members further to customary adoption and bereavement leaves will also apply to the extended family as defined in Critical Elements' policies.

Transportation of Employees

- 5.3.3 Critical Elements shall provide roundtrip transportation to all Critical Elements Employees between one (1) or more pick-up points designated by Critical Elements and the Mine Site, including one (1) pick-up point in Eastmain, in accordance with the established work rotation schedules, taking into account, to the extent feasible, the geographical distribution of the Cree Employees' places of residence, it being understood that Crees of Nemaska shall use ground transportation provided by Critical Elements and Crees of Eastmain shall use air transportation and ground transportation provided by Critical Elements. The mode of transportation designated by Critical Elements shall be the sole mode of transportation for Critical Elements Employees to and from the Mine Site, provided however that members of the Eastmain RE01 Family employed at the Project may, at their discretion and only at the start and end of their respective work rotation schedule, access and leave the Mine Site with their personal or recreational vehicles.

Personal and Recreational Vehicles

- 5.3.4 Except as otherwise provided in Subsection 5.3.3, Critical Elements shall adopt, implement and enforce a policy prohibiting the use of personal and recreational vehicles to and from the Mine Site.

Language

- 5.3.5 Subject to any Applicable Laws and any safety requirements, employment and communications at the Mine Site may be done in French and English to ensure the safety and security of all people present at the Mine Site.
- 5.3.6 Whenever possible, Critical Elements shall hire bilingual (French & English) employees and shall make reasonable efforts to ensure that supervisors, foremen and management personnel express themselves clearly in both French and English language.

Voting at the Mine Site

- 5.3.7 Critical Elements shall facilitate the establishment of polling stations at the Mine Site for Cree Employees to vote in Cree local or regional elections or referenda, provided

Critical Elements receives due advance notice from any of the Cree Parties and the voting does not interfere with the normal operations of the Project. The voting will take place in conformity with Critical Elements' visitation policy for the Project.

Employee Assistance Program

- 5.3.8 Should Critical Elements establish an employee assistance program for Critical Elements Employees, such program will take into account Cree specificities. The Cree Parties shall cooperate with Critical Elements in the establishment of such an employee assistance program, as the case may be, and may seek the assistance of relevant Cree Entities and any other organization as may be agreed to by the Implementation Committee.
- 5.3.9 Such employee assistance program shall be available in French and English and shall also be made available to immediate family members of Cree Employees.

5.4 POLICIES

Comments and Recommendations on Policies and Critical Elements Prerogative

- 5.4.1 Except as provided in Subsection 8.4.3, where relevant, Critical Elements shall submit its policies affecting the Cree Parties, including policies related to training and employment, to the Implementation Committee for comments and recommendations to Critical Elements, it being understood that the Implementation Committee shall be awarded reasonable time to allow for consultation of the Cree Parties.

Critical Elements Prerogative

- 5.4.2 The policies referred to in Subsection 5.4.1 remain the prerogative and sole responsibility of Critical Elements.

Drugs and Alcohol

- 5.4.3 The Cree Parties acknowledge that Critical Elements shall adopt, implement and enforce a zero-tolerance drug and alcohol policy, addressing all forms of substance abuse, for all individuals at the Mine Site and during transportation of Critical Elements Employees to and from the Mine Site.
- 5.4.4 Critical Elements shall communicate information on the above-mentioned policy to all Critical Elements Employees, including Cree Employees.

Firearms and Other Weapons

- 5.4.5 The Cree Parties acknowledge that, for public safety and security reasons, Critical Elements shall adopt, implement and enforce a policy prohibiting the transportation, possession and use of firearms and other weapons by all individuals at the Mine Site

and other designated areas communicated in advance to the Cree Parties, except as and when authorized by Critical Elements.

Hunting, Fishing and Trapping

- 5.4.6 The Cree Parties acknowledge that, for public safety and security reasons, hunting, fishing and trapping shall be prohibited at the Mine Site by all individuals and that the policies of Critical Elements will reflect such prohibition.

Safety Zones

- 5.4.7 The Cree Parties acknowledge that, for public safety and security reasons, Critical Elements shall establish zones within the Claims Area and surrounding the Mine Site (the “**Safety Zones**”) where there shall be no hunting, fishing and trapping, except as provided in Subsection 5.4.8, and where the use of firearms shall be prohibited, except as and when authorized by Critical Elements. The Safety Zones illustrated in the map attached hereto as Schedule 5.4.7 are hereby established as of the Effective Date. Critical Elements shall request the Implementation Committee to review any proposed adjustments to the Safety Zones. The Implementation Committee shall review such proposed adjustments and make recommendations thereon to Critical Elements, as the case may be.
- 5.4.8 The Parties acknowledge that the members of the Eastmain RE01 Family shall be allowed to trap in the Safety Zones, provided however that, for public safety and security reasons, such activity shall exclude the setting of large traps.
- 5.4.9 Notwithstanding Subsections 5.4.5 and 5.4.7, in the event where an animal presents a threat for the safety and security of the individuals at the Mine Site or in the Safety Zones or in circumstances where the management of certain species is required at the Mine Site or in the Safety Zones, Critical Elements may request the Tallyman of the Eastmain RE01 Territory or any individual the latter may designate to hunt or trap and use firearms in the Safety Zones to remedy the situation.

Security Measures

- 5.4.10 The Cree Parties acknowledge that Critical Elements shall adopt, implement and enforce security measures for all Critical Elements Employees, Contractors and subcontractors, employees of Contractors and subcontractors and visitors at the Mine Site and at the pick-up points designated by Critical Elements. Such measures may include body searches, vehicle searches and searches of personal belongings.
- 5.4.11 Critical Elements shall brief the Cree Parties concerning the exact extent of those measures as soon as possible after their adoption.

Camp Access and Camp Use in Emergency Situations

- 5.4.12 In circumstances other than emergency situations and for public safety and security reasons, Critical Elements shall prohibit access to the Mine Site and use of the facilities of the Project, except as specifically authorized. In emergency situations and in accordance with its emergency policy, Critical Elements will allow access to the Mine Site and use of the required facilities of the Project, by individuals who are not working at the Project. For the purpose of this Subsection 5.4.12, “emergency situation” means a situation requiring access to the Mine Site and/or use of the facilities of the Project to protect life and limb.

CHAPTER 6 BUSINESS OPPORTUNITIES

6.1 PURPOSE

- 6.1.1 The purpose of this Chapter is to provide business opportunities to Cree Enterprises, particularly Eastmain Cree Enterprises, qualified for the supply of goods and/or services related to all phases of the Project, in order to encourage and facilitate the development of Cree Enterprises in the context of the Project while ensuring the Project's competitiveness, the whole as provided for in this Chapter.

6.2 CREE ENTERPRISES

- 6.2.1 The business opportunities made available by Critical Elements to Cree Enterprises under this Chapter will apply only to Cree Enterprises, particularly Eastmain Cree Enterprises, and will be related to contracts for the supply of goods or services for the Project, during all phases of the Project.
- 6.2.2 Notwithstanding the definition of Cree Enterprise or Eastmain Cree Enterprise in Subsection 1.1.1, the Cree Parties may accept to qualify an enterprise as a Cree Enterprise or an Eastmain Cree Enterprise, as the case may be, even if such enterprise does not meet the criteria set out in the definition of Cree Enterprise or Eastmain Cree Enterprise in Subsection 1.1.1 when they deem that the participation of Cree Beneficiaries will be significant, in light of the scope, nature or duration of a contract to be awarded by Critical Elements.

6.3 CRITERIA FOR AWARDING CONTRACTS

- 6.3.1 In awarding its contracts, Critical Elements shall consider the following criteria, where relevant, and the weight applicable to each criterion will vary depending on the contract involved:
- (a) cost competitiveness;
 - (b) health and safety record and programs;
 - (c) environmental performance and programs;
 - (d) availability and continuity of supply;
 - (e) financial capacity and guarantees;
 - (f) quality of work, experience of Contractor and Affiliates;
 - (g) ability to deliver on time;

- (h) Cree Content; and
- (i) Such other criteria which Critical Elements may reasonably require.

6.3.2 For the purpose of this Chapter, “**Cree Content**” means: Cree Enterprise(s) including Eastmain Cree Enterprise(s) proposed as Contractor(s), subcontractor(s) or supplier(s), participation of members of the Eastmain RE01 Family in ownership of Cree Enterprise(s) including Eastmain Cree Enterprise(s), Crees currently employed, and commitment with respect to the training and employment of Crees, as well as past performance in complying with Cree Content in previous contracts awarded by Critical Elements for the Project.

6.4 LIST OF CREE ENTERPRISES

6.4.1 Within thirty (30) days of the Effective Date and every six (6) months thereafter or upon any other frequency as may be agreed to by the Parties, the Cree Parties shall provide Critical Elements with the Cree Enterprises List. The Cree Enterprises List will also include a description of:

- (a) the name of each Cree Enterprise and Eastmain Cree Enterprise, as registered on the *Registraire des entreprises du Québec*;
- (b) the address of the head office and principal place of business, if different;
- (c) the names of the representatives of each Cree Enterprise and Eastmain Cree Enterprise, phone numbers, facsimile numbers and e-mail addresses;
- (d) a description of the goods and/or services which can be offered;
- (e) the relevant qualifications and experience;
- (f) the number of Cree Beneficiaries currently employed; and
- (g) the composition of ownership and management of the Cree Enterprise or Eastmain Cree Enterprise, as well as any other information which may be required to confirm that the said Cree Enterprise meets the criteria set out in the definition of Cree Enterprise in Subsection 1.1.1.

6.4.2 The information provided in accordance with Paragraph 6.4.1(g) is deemed to be Confidential Information within the meaning of Subsection 12.14.1.

6.4.3 The Cree Parties shall take the necessary steps to ensure that Critical Elements, its Contractors and interested bidders are provided with or given access to the Cree Enterprises List.

6.5 PLANNING FOR CONTRACTS TO BE AWARDED

- 6.5.1 Critical Elements shall determine which of the contract awarding processes will apply for the supply of goods and services as provided for in this Chapter.
- 6.5.2 Critical Elements shall award its contracts through one of the following processes:
- (a) direct negotiations with an Eastmain Cree Enterprise listed on the Cree Enterprises List, as set out in Section 6.6;
 - (b) priority negotiations with a qualified Cree Enterprise or Eastmain Cree Enterprise, as set out in Section 6.7; or
 - (c) priority negotiations with a qualified enterprise, as set out in Section 6.8;
 - (d) a competitive tendering process, as set out in Section 6.9.
- 6.5.3 The decision to carry out the work or to supply the services required for the Project through its own means at all times remains the prerogative and sole responsibility of Critical Elements, subject to the provisions of this Chapter 6.
- 6.5.4 Subject to the provisions of this Chapter, the Cree Parties acknowledge and recognize that all decisions relating to the outsourcing of the supply of goods and services on the Project, and the awarding of all contracts related thereto, shall remain the prerogative and sole responsibility of Critical Elements.

List of Needs for Construction Phase

- 6.5.5 With respect to the Construction Phase of the Project, on a date to be agreed to by the Parties, and on an annual basis thereafter and no later than thirty (30) days after Critical Elements' annual budget approval, to the extent such information is available or known to Critical Elements at that time, Critical Elements shall prepare and provide to the Implementation Committee, a list of needs with respect to the supply of goods and services expected to be contracted out in the upcoming Financial Year. Such list will outline, to the extent that they are determined at that time, the nature of the goods or services to be supplied, the estimated duration of the related contracts and the planned commencement date, the nature of contract as defined in Subsection 6.9.4 and Critical Elements' plan on the process to be followed among the contracting processes set out in Subsection 6.5.2 for awarding contracts for the Project.

List of Planned Contracts for the Operations Phase and the Closure Phase

- 6.5.6 At least sixty (60) days prior to the date Commercial Production is expected to be attained, and on an annual basis thereafter and no later than forty-five (45) days after Critical Elements' annual budget approval during the Operations Phase and the Closure Phase, to the extent such information is available or known to Critical Elements at that

time, Critical Elements shall prepare and provide to the Implementation Committee, a list of the contracts planned for the next Financial Year. Such list will outline the nature of the goods and services to be supplied under each planned contract, the estimated duration of the contract and the planned commencement date, if known at that time, the nature of the planned contract as defined in Subsection 6.9.4 and Critical Elements' plan on the process to be followed, as provided in Subsection 6.5.2, for awarding the planned contracts.

6.5.7 The following table illustrates the model for the list contemplated in Subsection 6.5.6:

ANNUAL LIST OF CONTRACTS
(For illustrative purposes)

Contract Planned for the next Financial Year	Nature of Goods or Services	Estimated Duration of Contract and Planned Commencement Date if known	Nature of Contract (Ref. to 6.9.4 table)	Critical Elements' Plan - direct negotiations with an Eastmain Cree Enterprise listed on the Cree Enterprises List - priority negotiations with a qualified Cree Enterprise or Eastmain Cree Enterprise - priority negotiations with a qualified enterprise - competitive tendering process

6.5.8 Each list contemplated in Subsections 6.5.5 and 6.5.6 will be reviewed and discussed at a meeting of the Implementation Committee to be held no later than thirty (30) days after the list is made available to the Implementation Committee. Critical Elements will have the responsibility of calling that meeting.

6.5.9 Within thirty (30) days following such meeting of the Implementation Committee, Critical Elements shall consider the comments of the Implementation Committee and prepare the final list and shall then take the necessary steps to proceed with awarding the contracts as set out in such final list.

6.6 DIRECT NEGOTIATIONS

- 6.6.1 For the supply of goods and/or services during the Term of the Agreement, Critical Elements has identified in Subsection 6.6.2 certain contracts which shall be the subject of direct negotiations with a qualified Eastmain Cree Enterprise listed on the Cree Enterprises List to conclude a contract on commercially reasonable and competitive terms within a period of time not to exceed thirty (30) days or any longer period of time required by Critical Elements, provided that such enterprises meet the criteria set out in Subsection 6.3.1.
- 6.6.2 Critical Elements undertakes to award contracts for the duration of the Project pursuant to negotiations directly with such Eastmain Cree Enterprise listed on the Cree Enterprises List regarding:
- (a) construction and maintenance of access road;
 - (b) construction of camp, garage and other non-technical buildings;
 - (c) ground and air transportation of Critical Elements Employees, Cree Employees and employees of Contractors;
 - (d) catering and janitorial services;
 - (e) camp technical maintenance;
 - (f) fuel supply to the Mine Site; and
 - (g) such other contracts as may be agreed to by Eastmain and Critical Elements.
- 6.6.3 The Parties undertake to discuss other contracts which could be added to those set out in Subsection 6.6.2.
- 6.6.4 The Parties undertake to conduct negotiations on these contracts according to rules of confidentiality to be agreed upon between the Parties.
- 6.6.5 If Critical Elements and the Eastmain Cree Enterprise listed on the Cree Enterprises List cannot reach an agreement within the period referred to in Subsection 6.6.1, the contract awarding process to be then followed by Critical Elements will either be (i) a competitive tendering process as provided for in Section 6.9 and such Eastmain Cree Enterprise listed on the Cree Enterprises List will be invited to submit a bid or (ii) priority negotiations with a qualified Eastmain Cree Enterprise or Cree Enterprise as provided for in Section 6.7. In either case, the same criteria applied in the negotiations with said Eastmain Cree Enterprise listed on the Cree Enterprises List will be used.

6.7 PRIORITY NEGOTIATIONS WITH A QUALIFIED EASTMAIN CREE ENTERPRISE OR CREE ENTERPRISE

- 6.7.1 With respect to the contracts other than those identified in Subsection 6.6.2 for which Critical Elements has identified a qualified Eastmain Cree Enterprise or Cree Enterprise to negotiate a contract with a priority over other potential suppliers, Critical Elements and the Eastmain Cree Enterprise or Cree Enterprise will enter into negotiations to conclude a contract on commercially reasonable and competitive terms within a reasonable period of time not to exceed thirty (30) days, or any longer period of time if required by Critical Elements, considering the nature of the contract.
- 6.7.2 If Critical Elements and the Eastmain Cree Enterprise or Cree Enterprise cannot reach an agreement within the period referred to in Subsection 6.7.1, the contract awarding process to be then followed by Critical Elements will either be (i) a competitive tendering process as provided for in Section 6.9 and the qualified Eastmain Cree Enterprise or Cree Enterprise previously identified will be invited to submit a bid or (ii) direct negotiations with a qualified enterprise as provided for in Section 6.6. In either case, the same criteria applied in the negotiations with said qualified Eastmain Cree Enterprise or Cree Enterprise will be used.

6.8 PRIORITY NEGOTIATIONS WITH A QUALIFIED ENTERPRISE

- 6.8.1 For contracts other than those identified in Subsection 6.6.2 for which no Cree Enterprise or Eastmain Cree Enterprise has been identified by Critical Elements as set out in Subsection 6.7.1, Critical Elements may also identify a qualified enterprise for the supply of specific goods or services, and Critical Elements shall then be entitled to proceed with direct negotiations with such enterprise in order to conclude a contract on commercially reasonable terms.

6.9 COMPETITIVE TENDERING PROCESS

Invitational Competitive Tendering Process

- 6.9.1 All contracts for the supply of goods or services for the Project which are not concluded pursuant to Sections 6.6, 6.7 or 6.8 will be tendered on the basis of Critical Elements' invitational competitive tendering process, subject to Applicable Laws and Section 6.10.

Invitations to Submit Bids

- 6.9.2 In the context of its invitational competitive tendering process, Critical Elements shall:
- (a) seek bids from at least three (3) qualified enterprises, unless circumstances do not so allow;
 - (b) invite qualified Eastmain Cree Enterprise(s) or Cree Enterprise(s), if any, and, in

the case where there is one (1) or more qualified Eastmain Cree Enterprises or Cree Enterprises, reserve at least twenty-five percent (25%) of the invitations for such qualified Eastmain Cree Enterprises or Cree Enterprises;

- (c) inform invited bidders of those Eastmain Cree Enterprises or Cree Enterprises qualified to supply goods or services as subcontractor or supplier in connection with the contract for which bids are being sought; and
- (d) include a provision in the bidding documents requiring bidders to identify the proposed Cree Content in their bids.

Evaluation Grid and Cree Content

- 6.9.3 Critical Elements shall evaluate all qualifying bids on the basis of the criteria identified in Subsection 6.3.1, using an evaluation grid established by Critical Elements in its procurement management process.
- 6.9.4 Critical Elements shall give favourable consideration to Cree Content in its evaluation of qualifying bids. Critical Elements shall assess Cree Content of the bids in light of the nature of contract involved and in accordance with the relative weight attributed by Critical Elements within the ranges set out in the following table:

RANGES OF WEIGHT FOR CREE CONTENT
(For illustration purposes)

Contract	Non-technical skills	Specified technical skills	Highly technical skills
Supply of goods	Up to 10% ¹	Up to 10% ²	Up to 5% ³
Supply of services	15 to 20% ⁴	10 to 15% ⁵	Up to 10% ⁶

¹ For illustrative purposes, purchase of personal safety equipment.

² For illustrative purposes, purchase of mechanical equipment.

³ For illustrative purposes, purchase of chemical agents, such as flocculants.

⁴ For illustrative purposes, catering services.

⁵ For illustrative purposes, road construction.

⁶ For illustrative purposes, mill construction.

- 6.9.5 The contract will be awarded on the basis of the best overall competitiveness and performance qualification. Where one (1) or more Eastmain Cree Enterprises or Cree Enterprises are bidding in a tendering process, a priority will be given to qualified Eastmain Cree Enterprises or Cree Enterprises, all other considerations being equal.

Completed Evaluation

- 6.9.6 Where one (1) or more Eastmain Cree Enterprises or Cree Enterprises participate in a tendering process, but are not awarded the contract, Critical Elements will communicate with the unsuccessful Eastmain Cree Enterprise or Cree Enterprise bidder(s) and explain the areas of weaknesses in their bid proposal(s), provided however that such Eastmain Cree Enterprise or Cree Enterprise will undertake to treat such information in a confidential manner.

6.10 URGENT CONTRACTS

- 6.10.1 Notwithstanding any other provision of this Agreement, in the case of an emergency, Critical Elements may award any contract for the supply of goods or services, in its sole discretion, as it deems necessary to protect life, limb, property, the environment or public safety and to ensure the continuous operation of the Project or to comply with Applicable Laws. If Critical Elements is aware of Eastmain Cree Enterprises or Cree Enterprises that are qualified for the supply of the goods or services required in such emergency circumstances, and if circumstances so allow, Critical Elements will consider such Eastmain Cree Enterprises or Cree Enterprises for the contracts to be awarded.

6.11 BUSINESS OPPORTUNITIES FOR THE EASTMAIN RE01 FAMILY

- 6.11.1 Critical Elements shall assist and support Eastmain and the Eastmain RE01 Family in the identification and development of business opportunities for members of the Eastmain RE01 Family.

6.12 CONTINUOUS IMPROVEMENT

- 6.12.1 In the course of the performance of a contract by a Cree Enterprise or Eastmain Cree Enterprise, Critical Elements shall provide such enterprise with a performance evaluation of supply of the goods and/or services.
- 6.12.2 In providing its evaluation, Critical Elements may invite such Cree Enterprise or Eastmain Cree Enterprise to a meeting for the purpose of defining a joint plan for improvement of the supply of goods and/or services provided to Critical Elements.
- 6.12.3 At its discretion, Critical Elements shall be entitled to terminate a contract which has been the subject of two (2) meetings set out in Subsection 6.12.2 and where such Cree Enterprise or Eastmain Cree Enterprise has nevertheless continued to supply goods and/or services in a manner that is unsatisfactory to Critical Elements.

6.13 TECHNOLOGICAL ADVANCES

- 6.13.1 The Parties acknowledge that technological advances or technological breakthrough may lead Critical Elements to increase the number of automated tasks at the Project during the Construction Phase, the Operations Phase and the Closure Phase to improve efficiency and increase revenues, and that consequently business opportunities for Cree Enterprises including Eastmain Cree Enterprises may be fewer than initially expected. If Critical Elements intends to use automated technology instead of manpower for certain contracts that would otherwise have been awarded pursuant to Sections 6.6, 6.7, 6.8 or 6.9, such decision shall be discussed at a meeting of the Implementation Committee with a view to minimize or mitigate negative impacts for Cree Employees and Cree Enterprises, especially Eastmain Cree Enterprises, it being understood that such decision remains the sole prerogative of Critical Elements.

6.14 REPORTING

- 6.14.1 Critical Elements shall require each of its Contractors to provide a quarterly report on the Cree Content of the contracts awarded to them in accordance with Critical Elements' policies. Such report will include the number of Crees offered work, the number of Crees actually employed by the Contractor and its subcontractors, a description of the training offered to the Crees, the number of Crees laid off or dismissed, and the Eastmain Cree Enterprises or Cree Enterprises engaged as subcontractors.
- 6.14.2 At the regular meetings of the Implementation Committee, Critical Elements shall share statistical and other relevant information on Cree Content with respect to contracts completed and ongoing in the current Financial Year, based on the quarterly reports received from its Contractors.
- 6.14.3 Critical Elements shall prepare an annual report providing a summary of all relevant data on contracts awarded to Eastmain Cree Enterprises or Cree Enterprises and on Cree Content with respect to all contracts awarded in the prior Financial Year. Critical Elements shall provide such annual reports to the Implementation Committee.

6.15 PAYMENTS TO THE EASTMAIN TRAINING AND BUSINESS DEVELOPMENT FUND

- 6.15.1 Commencing with the Financial Year in which Critical Elements has declared attainment of Commercial Production and until the final Financial Year of the Operations Phase, in addition to the amounts paid to Eastmain under Subsection 4.12.1, Critical Elements shall pay to Eastmain for the Eastmain Training and Business Development Fund an amount equal to the amount secured by Eastmain from other funding sources or provided by Eastmain itself to such fund, in the Financial Year, up to a maximum of One Hundred and Fifty Thousand dollars (\$150,000.00) per Financial Year. Eastmain shall provide to Critical Elements a written confirmation of the funding sources and of the committed amount.

CHAPTER 7

SOCIAL AND CULTURAL MATTERS

7.1 PURPOSE

- 7.1.1 The purpose of this Chapter is to provide for cooperation measures between the Parties during all phases of the Project in a manner that respects and promotes Cree society and culture, particularly the harvesting activities on the Eastmain RE01 Territory, as provided for in this Chapter.

7.2 OBJECTIVES

- 7.2.1 The objectives of this Chapter are to provide for the following:
- (a) measures regarding the supervision of harvesting activities on the Claims Area by the Tallyman of the Eastmain RE01 Territory, in the context of the Project;
 - (b) on-site measures allowing the exercise of certain Cree cultural activities, not conflicting with this Agreement;
 - (c) off-site measures allowing the community of Eastmain to remain informed about the activities of the Project and the cooperation of the Parties in the delivery of social programs established by Eastmain; and
 - (d) the protection of archaeological, burial and other culturally-significant sites found on the Claims Area in the context of Critical Elements' activities.

7.3 EASTMAIN RE01 TERRITORY MEASURES

- 7.3.1 During all phases of the Project, Critical Elements shall continue to respect the role of the Tallyman of the Eastmain RE01 Territory regarding the supervision of the harvesting activities on such territory, as provided for in the JBNQA.
- 7.3.2 Critical Elements shall inform the Tallyman of the Eastmain RE01 Territory and shall seek his input regarding Critical Elements' operations that may affect the pursuit of his harvesting activities on the Claims Area and, where feasible, shall take appropriate harmonization measures, subject to this Agreement.
- 7.3.3 The Cree Parties, through their representatives on the Implementation Committee or otherwise, will assist Critical Elements, as required, in the implementation of the above-mentioned measures.

7.4 ON-SITE MEASURES

- 7.4.1 During the Construction and Operations Phase, Critical Elements shall take the following on-site measures:

- (a) construct and maintain at the Mine Site a cultural site, where traditional food can be stored and prepared by Cree Employees for their personal use and for traditional and spiritual activities, as may be needed;
- (b) provide at the Mine Site a multi-purpose space, to allow Cree Employees to participate in activities offered in the context of cultural, traditional health and wellness and social programs and to hold support group meetings. Such activities may be delivered by Cree organizations and other third parties, in accordance with Critical Elements' visitation policy for the Project;
- (c) provide documentation on Crees and other Aboriginal groups, in the recreational area available to the Mine Workforce;
- (d) take the necessary measures to ensure that telephone calls from the Mine Site to the community of Eastmain are local calls; and
- (e) organize, in cooperation with the Cree Parties, an annual Cree cultural day at the Mine Site for the Mine Workforce, the date of which to be determined by the Implementation Committee.

7.5 OFF-SITE MEASURES

7.5.1 During the Construction Phase or earlier at the discretion of each Party, the Party referred to below shall take the following off-site measures:

- (a) Critical Elements shall participate, from time to time, in local events and in interviews and bulletins for regional and local radio broadcasting to inform the Crees, particularly the Crees of Eastmain and the Eastmain RE01 Family, about the activities of the Project;
- (b) Critical Elements shall make its newsletter, if any, available to Eastmain, for distribution in the community;
- (c) Critical Elements shall provide the Eastmain community, including high school and post-secondary students, with opportunities to visit the Mine Site. This may be done in concert with Eastmain school board and other agencies or organizations responsible for education and training; and
- (d) Eastmain shall establish and deliver social programs (including healthy lifestyle activities and the prevention of alcohol and drug abuse) designed to assist Cree Employees from the community of Eastmain and their families. Critical Elements shall cooperate with Eastmain in the delivery of such programs.

The Parties shall maintain the above-mentioned measures during the Operations Phase and adapt such measures during the Closure Phase.

7.6 ARCHAEOLOGICAL, BURIAL AND OTHER CULTURALLY-SIGNIFICANT SITES

- 7.6.1 Should an archaeological or burial site be found by Critical Elements or its Contractors on the Claims Area or within 500 meters of the outermost boundaries of the Claims Area, Critical Elements shall take appropriate measures, in accordance with Applicable Laws, and shall immediately give notice to the Implementation Committee and the Cree Parties.
- 7.6.2 If a burial site is found on the Claims Area or within 500 meters of the outermost boundaries of the Claims Area, the Cree Parties shall consult the families of the deceased, if they can be identified, as to the location of a new burial site for the remains, should a new burial site be necessary as a result of Critical Elements' activities. The Parties may agree to other arrangements for the burial site at the request of the families of the deceased.
- 7.6.3 Critical Elements acknowledges having received from the Tallyman of Eastmain RE01 Territory a list of culturally-significant sites prior to the Effective Date and having designed the Project in order to minimize any of its impacts on such sites. Critical Elements further acknowledges having planned certain remedial measures for such sites, which were included in the Environmental and Social Impact Statement. Should such remedial measures prove to be insufficient, the Implementation Committee shall seek the input of the Eastmain RE01 Family, and shall determine the appropriate measures to be taken, if any, for the protection or relocation of such sites.
- 7.6.4 Should another culturally-significant site, identified as such by the Eastmain RE01 Family, be found by Critical Elements or its Contractors on the Claims Area or within 500 meters of the outermost boundaries of the Claims Area and should its protection or relocation be necessary as a result of Critical Elements' activities, the Implementation Committee shall seek the input of the Eastmain RE01 Family, and shall determine the appropriate measures to be taken.
- 7.6.5 Should any Cree artefacts be found on the Claims Area or within 500 meters of the outermost boundaries of the Claims Area by Critical Elements or its Contractors, Critical Elements shall take appropriate measures in accordance with Applicable Laws, including measures to prevent any disturbance of such Cree artefacts, and shall immediately give notice to the Implementation Committee and the Cree Parties in order to allow the Cree Parties to take any required action, in accordance with Applicable Laws.

7.7 SOCIAL AND CULTURAL FUND

- 7.7.1 Commencing with the Financial Year in which Critical Elements has declared attainment of Commercial Production and until the final Financial Year of the Operations Phase, Critical Elements shall pay to Eastmain for the "**Social and Cultural Fund**" an amount of Seventy-Five Thousand dollars (\$75,000.00) per Financial Year.

- 7.7.2 Eastmain shall use the Social and Cultural Fund for the following:
- (a) activities approved by Eastmain and having the support of the Tallyman of the Eastmain RE01 Territory, provided that such activities meet one (1) of the following objectives:
 - (i) facilitating the continuance and enhancement of traditional activities by the Crees;
 - (ii) diversifying sources of livelihood for affected Cree users, such as guiding and outfitting services; or
 - (iii) carrying out any work deemed appropriate to adopting and implementing wildlife management, conservation and enhancement measures, not otherwise provided for in the remedial measures entailed in the Environmental and Social Impact Statement;
 - (b) activities approved by Eastmain and designed for the sustainable economic and community development of Eastmain.
- 7.7.3 The Implementation Committee shall make its recommendations to Eastmain on the use of the Social and Cultural Fund and Eastmain shall respond thereto.
- 7.7.4 Within one hundred and twenty (120) days of the end of each fiscal year of Eastmain, Eastmain shall provide audited financial statements to Critical Elements as to the use of the Social and Cultural Fund in the previous fiscal year of Eastmain.
- 7.7.5 Critical Elements shall pay the amount referred to in Subsection 7.7.1 within ninety (90) days of the first day of each Financial Year, provided however that in the first such Financial Year, Critical Elements shall remit such payment to Eastmain within ninety (90) days of the date Commercial Production is attained.

CHAPTER 8

ENVIRONMENTAL MATTERS

8.1 PURPOSE

- 8.1.1 The purpose of this Chapter is to provide for the cooperation of the Parties in the development and implementation of Critical Elements' Environmental Management System and related environmental monitoring of the Project, as provided for in this Chapter.

8.2 OBJECTIVES

- 8.2.1 The objectives of this Chapter are the following:
- (a) to learn and benefit from the Parties' respective experience, knowledge, including Cree Knowledge, and understanding of environmental matters related to and resulting from the Project;
 - (b) to provide opportunities for capacity building of the Crees in environmental matters related to mining in the context of the Project;
 - (c) to develop open and transparent communication between the Parties and to facilitate the transfer of information to the Crees on environmental matters related to and resulting from the Project;
 - (d) to allow Critical Elements to develop and operate the Project in accordance with best available environmental management practices generally recognized by the mining industry in Canada; and
 - (e) to provide mechanisms for Critical Elements to address, with the cooperation of the Cree Parties, environmental matters related to and resulting from the Project, including those affecting Cree land users, particularly the Tallyman of the Eastmain RE01 Territory, as issues may arise, and for Critical Elements to develop and implement, with the cooperation of the Cree Parties, mitigation measures where appropriate.

8.3 ENVIRONMENT COMMITTEE

- 8.3.1 The Parties shall establish a committee for environmental matters (the "**Environment Committee**") to implement the provisions of this Chapter. The composition of the Environment Committee shall consist of six (6) members to be appointed as follows: three (3) members shall be appointed by Critical Elements, one (1) member shall be appointed by Eastmain, one (1) member shall be appointed by the Cree Nation of Nemaska and one (1) member shall be jointly appointed by the GCC(EI)/Cree Nation Government.

- 8.3.2 After the appointment of the members of the Implementation Committee in accordance with Subsection 10.2.1, the appointment of the members to the Environment Committee shall be effected in accordance with Subsections 10.3.2 to 10.3.9 with the necessary adaptations.
- 8.3.3 The relevant provisions of Chapter 10 shall apply to the Environment Committee.
- 8.3.4 The quorum of the Environment Committee shall be fixed at four (4) representatives, composed of two (2) members from Critical Elements and two (2) members from the Cree Parties, with the representative from Eastmain being always required to attain quorum.

8.4 ENVIRONMENTAL MANAGEMENT

Environmental Management Practices

- 8.4.1 Critical Elements is committed to implementing best available environmental management practices generally recognized by the mining industry in Canada, in all aspects of the Project, including progressive rehabilitation and restoration, management and disposal of waste and hazardous substances.

Environmental Management System

- 8.4.2 Critical Elements shall develop and implement its Environmental Management System with the cooperation of the Cree Parties through the Environment Committee, as required during all phases of the Project. Critical Elements shall include in its Environmental Management System the environmental monitoring programs:
- (a) required under Applicable Laws, particularly the *Mining Act*, the *Environment Quality Act* and the Certificate of Authorization;
 - (b) for the tailings ponds and above-ground waste rock management;
 - (c) for surface and ground water management; and
 - (d) for air quality.

In addition to the above, the Parties shall cooperate in the identification of relevant environmental indicators to be used in the environmental monitoring of the Project.

Policies on Environmental Matters

- 8.4.3 To facilitate the implementation of this Chapter, Critical Elements shall submit its policies regarding the matters related to this Chapter to the Environment Committee, in order for the latter to provide its comments and recommendations to Critical Elements.

8.5 CREE PARTICIPATION IN MONITORING ACTIVITIES

8.5.1 In the context of the environmental monitoring programs referred to in Subsection 8.4.2, Critical Elements, either directly or through its Contractors, shall encourage to the extent possible the participation of Crees, particularly the Cree members of the Environment Committee and members of the Eastmain RE01 Family, during the conduct of environmental monitoring activities, as follows:

(a) through the exchange of information, transfer of knowledge, including Cree Knowledge, and sharing of experience and expertise between Critical Elements and the Crees with respect to environmental monitoring activities and the scheduling and location thereof; and

(b) in the analysis and interpretation of results of environmental monitoring activities.

In addition, Critical Elements may involve Cree Employees, particularly Crees of Eastmain in the context of the monitoring programs referred to in Subsection 8.4.2.

8.5.2 Critical Elements shall schedule its environmental monitoring activities in light of the known harvesting activities of the Eastmain RE01 Family and shall seek the input of the Tallyman of the Eastmain RE01 Territory and adapt such scheduling, where feasible, in light of the input provided

8.6 REPORTING

Annual Reports Required Under Applicable Laws

8.6.1 Critical Elements shall prepare annual reports on its environmental monitoring activities as required under Applicable Laws. Critical Elements shall provide copy of such annual reports to the Environment Committee.

Annual Reports to the Communities of Eastmain and Nemaska

8.6.2 The Environment Committee shall report on an annual basis to the communities of Eastmain and Nemaska on its activities in the preceding year and on the matters related to this Chapter.

Annual Sustainable Development Report

8.6.3 The Environment Committee shall make recommendations to Critical Elements regarding the latter's preparation of its annual sustainable development report and Critical Elements shall present such report to the Environment Committee upon release.

Additional Requests

- 8.6.4 Following discussions at the Environment Committee, the latter may request a copy of reports on monitoring activities under Subsection 8.4.2 and Critical Elements shall provide the Environment Committee with a copy of such reports.

Additional Documentation

- 8.6.5 At the request of the Environment Committee, Critical Elements shall provide a list setting out:
- (a) all principal applications for approvals, permits and authorizations required for the Project pursuant to Applicable Laws;
 - (b) certificates of authorization, approvals, permits, authorizations, reports or any modification thereto issued by or made to Authorities Having Jurisdiction pursuant to Applicable Laws.
- 8.6.6 Critical Elements shall promptly notify verbally or in writing the Environment Committee of:
- (a) any notice of infraction or non-compliance or order with respect to environmental matters issued by Authorities Having Jurisdiction and received by Critical Elements for the Project;
 - (b) any significant environmental incident related to the Project; and
 - (c) any significant environmental incident not resulting from the Project identified by Critical Elements in the course of routine observations at the Mine Site.

Critical Elements shall include in its notice sufficient information to enable the Environment Committee to understand the nature and scope of the event.

- 8.6.7 At the request of Critical Elements, the Cree Parties and the Cree members of the Environment Committee shall cooperate with Critical Elements, to the extent possible, to communicate information to the Crees related to the matters set out in Subsection 8.6.6.

8.7 EMERGENCY RESPONSE PLAN

Cooperation of the Cree Parties

- 8.7.1 Critical Elements shall develop an emergency response plan with the cooperation of the Cree Parties through the Environment Committee as required during all phases of the Project. Critical Elements shall include in this plan:

- (a) emergency response procedures with respect to matters such as open-pit mining and air transport related emergencies, work-related injuries and diseases, forest fires and environmental incidents;
- (b) a list of first respondents and their respective roles and responsibilities;
- (c) a communication plan;
- (d) the Material Safety Data Sheets (“**MSDS**”) and the Workplace Hazardous Materials Information System (“**WHMIS**”) data as well as other relevant information on these matters;
- (e) a registry of relevant resources, including an emergency support protocol to be established between Critical Elements and Eastmain for the provision of mutual assistance.

8.7.2 Critical Elements shall provide a copy of the emergency response plan to the Cree Parties, including any amendments thereto.

8.8 EXCHANGE OF KNOWLEDGE

Cree Knowledge

- 8.8.1 The Cree Parties shall identify Cree individuals and Cree entities, including the Cree Trappers’ Association, Cree elders, the Tallyman of the Eastmain RE01 Territory and members of the Eastmain RE01 Family, to share Cree Knowledge through meetings with Critical Elements and/or the Implementation Committee. Critical Elements shall consider such Cree Knowledge and experience and, where relevant and appropriate, include it in its Environmental Management System and environmental monitoring activities.
- 8.8.2 At the meetings referred to in Subsection 8.8.1, the Cree individuals and representatives of such entities shall identify any portion of the Cree Knowledge which is to be treated as Confidential Information.

8.9 CAPACITY BUILDING AND VISITS OF OTHER SITES

Capacity Building

- 8.9.1 Critical Elements shall provide the Environment Committee with an annual budget up to a maximum of Twenty Thousand dollars (\$20,000.00) for training and capacity building of the members of the Environment Committee and the Tallyman of the Eastmain RE01 Territory. The Environment Committee shall be responsible for the management of this budget.

Visits of Other Sites

- 8.9.2 As may be recommended by the Environment Committee, Critical Elements shall seek arrangements with third parties to provide opportunities to Cree members of the Implementation Committee, the Environment Committee or any subcommittee established by the Implementation Committee pursuant to Subsection 10.8.1 to visit other mine sites presenting an environment similar to that of the Project in order for them to gain further knowledge about mine rehabilitation and restoration activities. The expenses of such visits shall be paid from the annual budget provided for in Subsection 10.10.1.

8.10 PROGRESSIVE MINE REHABILITATION AND RESTORATION AND RELATED ACTIVITIES

Mine Rehabilitation and Restoration Plan

- 8.10.1 Critical Elements shall develop the rehabilitation and restoration plan in respect of the Project required pursuant to Applicable Laws in cooperation with the Cree Parties.
- 8.10.2 When a revision of the rehabilitation and restoration plan is required by Applicable Laws, Critical Elements shall develop the revised plan with the cooperation of the Cree Parties through the Environment Committee, prior to submitting such revised plan to Authorities Having Jurisdiction.
- 8.10.3 Critical Elements shall implement the rehabilitation and restoration plan with the cooperation of the Cree Parties through the Environment Committee.
- 8.10.4 As may be recommended by the Environment Committee, Critical Elements shall seek the involvement of members of the Eastmain RE01 Family in the rehabilitation and restoration activities at the Mine Site, and the Cree Parties shall assist Critical Elements to achieve such involvement.

Progressive Reuse of Mine Site

- 8.10.5 During the Operations Phase and particularly towards the end of such phase, Critical Elements shall seek the input of the Tallyman of the Eastmain RE01 Territory and members of the Eastmain RE01 Family who may be designated by the Tallyman of the Eastmain RE01 Territory, for Critical Elements to establish measures facilitating the progressive reuse by Crees of the Mine Site or any part thereof, during the Closure Phase and prior to the issuance of a certificate of release to Critical Elements by Authorities Having Jurisdiction.

8.11 CRITICAL ELEMENTS PREROGATIVE

- 8.11.1 The Environmental Management System, Critical Elements' policies related to environmental matters, the emergency response plan referred to in Section 8.7, the rehabilitation and restoration plan referred to in Section 8.10 and all applications for

permits, certificates and other authorizations required for the Project pursuant to Applicable Laws remain the prerogative and sole responsibility of Critical Elements.

CHAPTER 9
FINANCIAL MATTERS

[REDACTED FOR SEDAR]

[Commercially Sensitive Information Relating to Payments to Parties]

CHAPTER 10

IMPLEMENTATION COMMITTEE

10.1 PURPOSE

- 10.1.1 The purpose of this Chapter is to provide a framework for the Parties to implement this Agreement efficiently and cooperatively in accordance with its terms, as provided for in this Chapter.

10.2 ESTABLISHMENT AND FUNCTIONS OF IMPLEMENTATION COMMITTEE

- 10.2.1 On the Effective Date, the Parties shall establish an implementation committee to be known as the “**Implementation Committee**” and shall appoint their respective members in accordance with Section 10.3 within three (3) months of the Effective Date.
- 10.2.2 The functions of the Implementation Committee shall be:
- (a) to oversee the implementation of this Agreement as provided for in this Agreement, in an efficient, profitable, solution-oriented, timely and cooperative manner and in accordance with its terms, in order to assist the Parties in the performance of their respective obligations under this Agreement;
 - (b) to serve as the principal forum for communications between the Parties with respect to the Project and the implementation of this Agreement;
 - (c) to provide reports to the Parties on the implementation of this Agreement, as provided for in this Chapter; and
 - (d) to carry out the other functions vested in it by this Agreement and such other functions as may be conferred to it from time to time by written agreement of the Parties.
- 10.2.3 The Parties shall be jointly responsible for the implementation of this Agreement.
- 10.2.4 The Implementation Committee shall not be responsible for the implementation of Chapter 9 of this Agreement.
- 10.2.5 The Chief Executive Officer and/or the Chief Operating Officer of Critical Elements, the Grand Chief and Chairman of the GCC(EI)/Cree Nation Government and/or the Executive Director of the GCC(EI)/Cree Nation Government and the Chief of Eastmain, or any other senior officer they may designate, shall meet annually to review and discuss the carrying out by the Implementation Committee of its functions and, if necessary, jointly provide it with comments and guidelines for the implementation of this Agreement.

10.3 MEMBERSHIP

- 10.3.1 The Implementation Committee shall consist of six (6) members to be appointed as follows:
- (a) three (3) members shall be appointed by Critical Elements, one (1) of whom shall be part of the Project site management and one (1) of whom shall be a member of Critical Elements' corporate management;
 - (b) three (3) members shall be appointed by the Cree Parties, two (2) of whom shall be appointed by Eastmain and one (1) of whom shall be jointly appointed by the GCC(EI)/Cree Nation Government.
- 10.3.2 The members appointed to the Implementation Committee shall hold their appointment at the pleasure of the Party which appointed them or until they resign and they may be replaced at any time by such Party or upon recommendation of the Implementation Committee, at the appointing Party's sole discretion. Any vacancy on the Implementation Committee shall be promptly filled in by the relevant Party within fifteen (15) days of such vacancy.
- 10.3.3 Contemporaneously with the appointment of their members to the Implementation Committee, each Party shall also appoint one (1) alternate member to the Implementation Committee. The alternate member shall participate in meetings of the Implementation Committee, in the event a member is not able to participate.
- 10.3.4 Upon appointment and replacement thereafter, as the case may be, a Party shall confirm the identity of its alternate member appointed pursuant to Subsection 10.3.3, by giving notice to the other Parties.
- 10.3.5 A member shall cease to be a member of the Implementation Committee when such individual dies.
- 10.3.6 Prior to the replacement of a member of the Implementation Committee, the Parties may hold discussions regarding such replacement. A Party appointing a new member to the Implementation Committee shall promptly give notice to the other Parties of such appointment.
- 10.3.7 In the event that a member of the Implementation Committee resigns from the Implementation Committee, such resignation being effective at the time a notice of resignation is given to each of the other members of the Implementation Committee or at the time specified in the resignation, whichever is later.
- 10.3.8 A member shall be removed from the Implementation Committee by the Party which appointed such member if the latter is found in violation of this Agreement, including the Rules of Procedure referred to in Subsection 10.11.1 or the Code of Ethics referred to in Subsection 10.12.1. The determination of a violation by a member of this

Agreement, including the Rules of Procedure set out in Subsection 10.11.1 or the Code of Ethics referred to in Subsection 10.12.1 shall be made by the Implementation Committee.

10.3.9 A member who accepts another position or new professional functions shall promptly give notice thereof to the Party which appointed him and this Party shall consider whether to maintain his membership or replace this individual on the Implementation Committee under the circumstances.

10.3.10 A representative of the Cree Nation of Nemaska shall be invited to join the Implementation Committee as an observer, it being understood that such observer shall have the right to participate in discussions of the Implementation Committee, to ensure that concerns and interests of the Cree Community of Nemaska with respect to the Project are communicated to the Parties.

10.4 NOTICES TO THE IMPLEMENTATION COMMITTEE AND OTHER COMMITTEES

10.4.1 All notices required or authorized to be given under this Agreement to the Implementation Committee, the Environment Committee or any other subcommittee that may be established from time to time by the Implementation Committee pursuant to Subsection 10.8.1 shall be given and delivered in accordance with Subsection 12.15.4, with the exception of all notices required or authorized to be given under Chapter 11 in respect of which Subsection 12.15.1 will apply.

10.4.2 Upon their respective appointments, the members of the Implementation Committee, the Environment Committee and any other subcommittee established by the Implementation Committee pursuant to Subsection 10.8.1 shall provide to each other their respective contact information, including address, telephone and facsimile numbers and e-mail address.

10.5 MEETINGS

10.5.1 The Implementation Committee shall meet at least once per quarter, except as otherwise provided in Subsection 10.5.2. In addition, the Implementation Committee may hold special meetings for the purpose of addressing and resolving significant issues and critical matters requiring prompt action. During the Closure Phase, the Implementation Committee may adjust the frequency of its meetings.

10.5.2 In the event of a Temporary Closure as provided for in Subsection 12.17.1, the Implementation Committee shall continue to meet formally at least once per year and shall be officially updated in writing by Critical Elements on the status of the Temporary Closure on a quarterly basis and provided with the reasons for the continuation of such Temporary Closure.

10.6 QUORUM

- 10.6.1 Quorum for a meeting of the Implementation Committee shall consist of a minimum of four (4) members, with a representation of at least fifty percent (50%) by the members appointed by Critical Elements and at least one member appointed by Eastmain.

10.7 CONSENSUS APPROACH

- 10.7.1 The Implementation Committee shall operate by consensus. If consensus cannot be achieved on a matter requiring a decision, the Parties shall attempt to identify solutions to address such matter in an efficient, timely and cooperative manner. While the Parties attempt to identify such solutions, the normal operations of the Project shall continue.
- 10.7.2 For the purpose of Subsection 10.7.1, consensus is achieved by either unanimity or majority decision. In the case of a majority decision, the Implementation Committee shall abide by such decision, but shall allow a member to abstain from further participating in the decision or allow a member holding a differing view from that of the majority, to have such view duly noted in the minutes of the meeting.

10.8 COMMITTEES

- 10.8.1 The Implementation Committee may establish, and dissolve as appropriate, subcommittees as may be required from time to time for specific purposes under this Agreement. All subcommittees shall be supervised by the Implementation Committee and the latter shall establish their mandate in writing, which may be amended from time to time by the Implementation Committee, provided that their mandate is consistent with this Agreement.
- 10.8.2 The composition of the subcommittees established by the Implementation Committee pursuant to Subsection 10.8.1 shall consist of an equal number of members appointed by Critical Elements on the one hand and by the Cree Parties on the other hand. The appointment of the members to the subcommittees established by the Implementation Committee pursuant to Subsection 10.8.1 shall be effected in accordance with Subsections 10.3.2 to 10.3.9 with the necessary adaptations. It is intended that the members of the Implementation Committee will not be members of the subcommittees established pursuant to Subsection 10.8.1, unless the Parties agree otherwise from time to time.
- 10.8.3 The Environment Committee and other subcommittees established by the Implementation Committee pursuant to Subsection 10.8.1 shall operate by consensus as provided for in Subsections 10.7.1 and 10.7.2.

10.8.4 The Implementation Committee may provide to the Environment Committee and any subcommittee established by the Implementation Committee pursuant to Subsection 10.8.1, any documentation it deems necessary for the accomplishment of their respective mandates, including a copy of this Agreement or any portion thereof. For greater certainty, the Implementation Committee shall not be provided with a copy of Chapter 9, including Schedule 9.4.3, and corresponding portions of the table of contents of this Agreement.

10.8.5 The Environment Committee and any subcommittee established by the Implementation Committee pursuant to Subsection 10.8.1, shall provide their recommendations to the Implementation Committee and to any Party, as provided in this Agreement or their respective mandates referred to in Subsection 10.8.1.

10.9 EXPENSES

10.9.1 Critical Elements shall assume and pay the reasonable transportation and accommodation expenses associated with the meetings of the Implementation Committee, the Environment Committee and any other subcommittee established by the Implementation Committee pursuant to Subsection 10.8.1. The Implementation Committee shall endeavour to plan the meetings such that they are as cost effective as possible with respect to transportation and other expenses.

10.10 CAPACITY BUILDING IMPLEMENTATION COMMITTEE FUND

10.10.1 Critical Elements shall provide the Implementation Committee with a global annual budget up to a maximum of Fifteen Thousand dollars (\$15,000.00) for training and capacity building of its members and alternate members and those of any other subcommittee established by the Implementation Committee pursuant to Subsection 10.8.1, including, if required, for the training and capacity building of the Tallyman of the Eastmain RE01 Territory. The Implementation Committee shall be responsible for the management of this budget.

10.10.2 The provisions pertaining to the training and capacity building of the members of the Environment Committee, including the annual budget, are set out in Subsections 8.9.1 and 8.9.2.

10.11 RULES OF PROCEDURE

10.11.1 The Rules of Procedure of the Implementation Committee are attached hereto as Schedule 10.11.1 (the “**Rules**”). The Implementation Committee may, from time to time, provide for additional rules for its proper functioning, and amend in writing the Rules for this purpose, provided however these additional rules are not incompatible with any provision of the Rules of Procedure or of this Agreement.

- 10.11.2 The Implementation Committee may provide the Environment Committee and any other subcommittee established by the Implementation Committee pursuant to Subsection 10.8.1, with rules of procedure for the proper functioning of such committees, provided however that these rules of procedure are not incompatible with any provision of the Rules or of this Agreement.

10.12 CODE OF ETHICS

- 10.12.1 The members of the Implementation Committee, the Environment Committee and any other subcommittee established by the Implementation Committee pursuant to Subsection 10.8.1, shall attest that their membership in such subcommittee does not place them in a conflict of interest and that they agree to abide by the Code of Ethics attached hereto as Schedule 10.12.1 by signing a copy thereof.
- 10.12.2 The members of the Implementation Committee, the Environment Committee and any other subcommittee established by the Implementation Committee pursuant to Subsection 10.8.1, shall receive training with respect to the Code of Ethics, as part of the training provided for in Subsections 10.10.1.

10.13 CONFIDENTIAL INFORMATION

- 10.13.1 Unless otherwise agreed to by the Implementation Committee, the discussions at meetings, minutes and reports of the Implementation Committee, the Environment Committee and any other subcommittee established by the Implementation Committee pursuant to Subsection 10.8.1, and any information provided or received by a member in the context of his functions on a committee shall be deemed Confidential Information and shall be treated accordingly.

10.14 REPORTING AND PLANNING

- 10.14.1 On an annual basis, the Implementation Committee shall provide a report to the Parties, outlining its activities, the activities of the Environment Committee and any subcommittee established by the Implementation Committee pursuant to Subsection 10.8.1, the implementation of this Agreement and such other matters as may be requested by the Parties.
- 10.14.2 On an annual basis, Critical Elements shall present to the Implementation Committee an overview of activities carried out during the previous Financial Year and planned activities for the current or upcoming Financial Year for the Project. In the context of such presentation, Critical Elements may provide the Implementation Committee with any report it deems necessary for the purpose of the implementation of this Agreement.

- 10.14.3 As may be required from time to time, the Cree Parties shall provide the Implementation Committee with any information on Cree matters which may be relevant for the Project and the implementation of this Agreement.

10.15 COMMUNICATIONS

- 10.15.1 The Parties shall cooperate in providing appropriate and regular information to the Crees on the Project and the implementation of this Agreement.
- 10.15.2 The Parties shall provide information on the measures and actions taken to fulfil their respective obligations of cooperation set out in this Agreement to their respective members of the Implementation Committee, the Environment Committee and any other subcommittee established by the Implementation Committee pursuant to Subsection 10.8.1.
- 10.15.3 The Implementation Committee shall develop a communication plan, including an action plan, to assist the Parties for the purpose of Subsection 10.15.1. Such action plan may include various means of communications, such as newsletters, community meetings and radio interviews and bulletins and the Parties shall involve Cree individuals, including Cree elders, in the implementation of the action plan.
- 10.15.4 The Implementation Committee shall include in the communication plan referred to in Subsection 10.15.3 communications on the matters addressed by and functions assigned to the Environment Committee and any other subcommittee established by the Implementation Committee pursuant to Subsection 10.8.1.

CHAPTER 11

DISPUTE RESOLUTION

11.1 PURPOSE

- 11.1.1 The purpose of this Chapter is to provide mechanisms and to set forth dispute resolution procedures to address and settle any Dispute, in an amicable, efficient, cost-effective and cooperative manner, as provided for in this Chapter.

11.2 COMMITMENTS

- 11.2.1 The Parties' commitments regarding this Chapter are the following:
- (a) the Parties shall make exceptional use of this Chapter;
 - (b) to be consistent with the cooperative nature of this Agreement, the Parties shall attempt to resolve any disagreement related to or arising out of this Agreement without resorting to this Chapter; and
 - (c) the Parties shall attempt to settle any Dispute in a non-adversarial, cost-efficient and informal manner.

11.3 DEFINITION OF "DISPUTE"

- 11.3.1 For the purpose of this Chapter, "**Dispute**" means any disagreement between Critical Elements and one or more of the Cree Parties related to or arising out of this Agreement in respect of which disagreement a notice of Dispute has been given in accordance with Subsection 11.5.1, but excludes:
- (a) a disagreement related to or arising out of Chapter 9 hereof;
 - (b) a disagreement related to or arising out of Subsection 3.3.7;
 - (c) a disagreement related to the unauthorized disclosure of Confidential Information;
 - (d) a disagreement which results in the interruption of the normal operations of the Project; and
 - (e) a disagreement related to the Parties' respective right to terminate this Agreement in accordance with Section 12.20 and any notice to that effect given by a Party.
- 11.3.2 The Parties shall address any disagreement related to or arising out of Chapter 9 hereof in accordance with the dispute resolution process set out in Chapter 9.

11.4 DISCLOSURE AND CONFIDENTIALITY

- 11.4.1 The Parties agree to disclose, without prejudice and on a timely basis, all relevant facts, information and documents (excluding privileged information) which may facilitate the settlement of any Dispute as provided for in this Chapter.
- 11.4.2 Unless otherwise agreed to by the Parties, all proceedings and discussions in view of settling a Dispute, including arbitration, shall be held *in camera* and without limiting the generality of the foregoing, all information that is disclosed, including all oral and/or written statements made and all documents exchanged and/or submitted as part of the dispute resolution process, all pleadings and all evidence, as well as any neutral third party determination of facts and/or recommendations, settlement agreement or arbitral decisions shall be confidential and shall be deemed to be Confidential Information, unless their disclosure is required by Applicable Laws or in connection with an application for homologation or cancellation of an arbitral decision.

11.5 DISPUTE RESOLUTION BY THE IMPLEMENTATION COMMITTEE

Notice of Dispute

- 11.5.1 The Party seeking to have a Dispute addressed and settled under this Chapter, shall give a notice of the Dispute (the “**Notice of Dispute**”) to the other Parties and shall concurrently send a copy thereof to the Implementation Committee for settlement pursuant to Subsection 11.5.6.
- 11.5.2 If the Notice of Dispute is given by a Cree Party, the latter shall indicate in the Notice of Dispute whether the Cree Parties deem that such Dispute is excluded from arbitration under Subsection 11.11.2.
- 11.5.3 If the Notice of Dispute is given by Critical Elements, the Cree Parties shall, within ten (10) days of its delivery, give notice to Critical Elements to advise whether they deem that such Dispute is excluded from arbitration under Subsection 11.11.2. If the Cree Parties deem that the Dispute is excluded from arbitration under Subsection 11.11.2, they shall concurrently send a copy of the above-mentioned notice to the Chief Executive Officer of Critical Elements, the Executive Director of the GCC(EI)/Cree Nation Government and the Chief of Eastmain (hereinafter collectively the “**Officers**”).
- 11.5.4 In the event that the Cree Parties deem that a Dispute is excluded from arbitration under Subsection 11.11.2, the Officers shall make all efforts required to settle the Dispute amicably or redefine it such that it not be excluded from arbitration in accordance with Subsection 11.11.2, the whole within ten (10) days from the delivery of either:
- (a) the Notice of Dispute of any of the Cree Parties which indicates that such Dispute is deemed to be excluded from arbitration under Subsection 11.11.2; or

(b) the notice from the Cree Parties under Subsection 11.5.3.

11.5.5 Within the period referred to in Subsection 11.5.4, the Officers shall give notice to the Implementation Committee (the “**Officers’ Notice**”) of either:

- (a) the settlement of the Dispute, in which case the settlement agreement shall be recorded in writing and shall be promptly implemented by the Parties in accordance with its terms;
- (b) the redefinition of the Dispute, in which case the Implementation Committee shall address the redefined Dispute in accordance with Subsection 11.5.6 and Sections 11.6, 11.7 and 11.8 shall apply, if necessary; or
- (c) the decision to process the Dispute without redefinition, in which case the Implementation Committee shall address the Dispute in accordance with Subsection 11.5.6, and Sections 11.6 and 11.7 shall apply, if necessary, and the Dispute shall be excluded from arbitration, in accordance with Subsection 11.11.2.

Cooperative and Open Discussions

11.5.6 The Implementation Committee shall make all efforts required to settle the Dispute amicably through cooperative and open discussions, within a period of forty-five (45) days from either:

- (a) the date of delivery of a copy of the Notice of Dispute in accordance with Subsection 11.5.1 or at the expiry of the period of ten (10) days provided for in Subsection 11.5.3, where such Dispute is not deemed to be excluded from arbitration in accordance with Subsection 11.11.2; or
- (b) the date of delivery of the Officers’ Notice in accordance with Subsection 11.5.5.

Settlement Agreement

11.5.7 If the Implementation Committee settles the Dispute, the settlement agreement shall be recorded in writing and shall be promptly implemented by the Parties in accordance with its terms.

Failure to Settle Dispute

11.5.8 In the event the Implementation Committee does not settle the Dispute within the period referred to in Subsection 11.5.6, the chairperson of the Implementation Committee shall, within fifteen (15) days from the expiry of such period, give notice of such failure to the Parties for settlement of the Dispute under Subsection 11.6.1.

11.6 DISPUTE RESOLUTION BY OFFICERS

Efforts by Officers

- 11.6.1 The Officers shall make all efforts required to settle the Dispute amicably and, under the terms and conditions they deem appropriate, they may jointly nominate a neutral third party to make non-binding determinations of fact and to make recommendations to assist them in settling the Dispute.

Settlement Agreement

- 11.6.2 If the Officers settle the Dispute, the settlement agreement shall be recorded in writing and shall be promptly implemented by the Parties in accordance with its terms.

Failure to Settle Dispute and Notice of Mediation

- 11.6.3 In the event the Officers do not settle the Dispute within a period of forty-five (45) days from the date of delivery of the notice referred to in Subsection 11.5.8, they shall jointly and promptly refer the Dispute to mediation by giving a notice of mediation (the “**Notice of Mediation**”) to the Parties.

11.7 MEDIATION

Terms and Conditions

- 11.7.1 A mediation shall be conducted in accordance with the following terms and conditions:
- (a) it shall be conducted by an independent and impartial mediator jointly and promptly appointed by the Parties to settle the Dispute for a period of ninety (90) days from the date of the appointment of the mediator;
 - (b) failing the joint appointment of a mediator by the Parties within a period of twenty (20) days from the date on which the Notice of Mediation was delivered in accordance with Subsection 11.6.3, a Party may give a notice of arbitration to the other Parties in accordance with Subsection 11.7.3;
 - (c) the mediator shall not act, nor shall have previously acted on behalf of a Party, including as an expert, a representative or an advisor, in any mediation, arbitration, legal or similar proceedings. The mediator shall not give testimony in any mediation, arbitration, legal or similar proceedings concerning any aspect of the mediation proceedings;
 - (d) the Parties shall not, under any circumstances or in any manner, produce as evidence or otherwise in any other mediation, or in any arbitration, legal or similar proceedings:

- (i) any determination of facts and/or recommendations made, as the case may be, by a mutual third party as set forth in Subsection 11.6.1;
 - (ii) any documents which are submitted to the mediator by a Party during the mediation proceedings, unless such documents were otherwise exchanged between the Parties in accordance with this Agreement or they can be independently and lawfully obtained by the Party seeking to produce them in the mediation, arbitration, legal or similar proceedings;
 - (iii) any views, proposals, suggestions, statements or communications put forward by a Party during the mediation proceedings with regard to the possible settlement of the Dispute;
 - (iv) any admissions made by another Party during the mediation proceedings;
 - (v) any documents, statements or communications submitted by the mediator in the mediation proceedings and any views, proposals or suggestions put forward by the mediator in the mediation proceedings;
 - (vi) the fact that a Party had indicated during the mediation proceedings that it was ready to accept a proposal for a settlement; or
 - (vii) any other information related to the conduct or the termination of the mediation proceedings;
- (e) the Parties may agree to require the issuance of a report or recommendations by the mediator at the conclusion of the mediation proceedings;
- (f) The mediation shall be conducted in accordance with the present Agreement and, additionally, with the rules contained in the *Code of Civil Procedure* of Québec in force on the date on which the Notice of Mediation is given.

Settlement Agreement

- 11.7.2 If the Dispute is settled through mediation, the settlement agreement shall be recorded in writing and shall be promptly implemented by the Parties in accordance with its terms.

Failure to Appoint Mediator or to Settle Dispute and Notice of Arbitration

- 11.7.3 In the event the Parties fail to appoint jointly a mediator within the period referred to in Paragraph 11.7.1(b) or fail to settle the Dispute through mediation within the period referred to in Paragraph 11.7.1(a) and subject to Paragraph 11.5.5(c) as the case may be, a Party may give a written notice of arbitration (the “**Notice of Arbitration**”), in the form attached hereto as Schedule 11.7.3 to the other Parties within a period of thirty

(30) days from the date of the expiry of the period set out in either Paragraph 11.7.1(a) or Paragraph 11.7.1(b), as the case may be.

- 11.7.4 The Notice of Arbitration shall specify the particulars of the Dispute and the measures required to remedy such Dispute.

Absence of Notice of Arbitration

- 11.7.5 If a Notice of Arbitration is not given within the period set out in Subsection 11.7.3 by the Party who gave the original Notice of Dispute, the other Party or Parties, as the case may be, may, within fifteen (15) days after the expiry of the period set out in Subsection 11.7.3, give a Notice of Arbitration to the Party who gave the original Notice of Dispute for the Dispute to continue with the arbitration process set out in Section 11.8, *mutatis mutandis*.

- 11.7.6 If a Notice of Arbitration is not given within the period set out in Subsection 11.7.5, the Party who gave the original Notice of Dispute shall be deemed to have released the other Party or Parties, as the case may be, therefrom, confirming the Dispute to be definitely and finally terminated and prohibiting said Dispute from being the subject of any further dispute resolution process under this Chapter or legal proceedings.

Cree Party Not Involved

- 11.7.7 In the case of a Dispute between Critical Elements and one Cree Party and notwithstanding the prior participation of all Cree Parties in attempting to settle a Dispute, the Cree Party not involved in the Dispute may, at its sole discretion, decide whether to participate or not in the arbitration, by giving notice to the other Parties within ten (10) days from the date on which the Notice of Arbitration referred to in Subsection 11.7.3 is given. In the event such Cree Party decides to participate in the arbitration, it shall not seek remedies other than those sought by the other Parties.

11.8 ARBITRATION

Arbitrator or Arbitration Panel

- 11.8.1 Unless the Parties to the arbitration agree that a Dispute should be referred to an arbitration panel of three (3) arbitrators due to the nature of the Dispute, an arbitration shall be conducted by one (1) independent and impartial arbitrator jointly and promptly appointed by such Parties in accordance with Subsection 11.8.5.
- 11.8.2 If the Parties to the arbitration agree that a Dispute should be referred to an arbitration panel of three (3) arbitrators, the arbitrators shall be appointed in accordance with Subsections 11.8.6 and 11.8.7.
- 11.8.3 For the purpose of appointments of arbitrators under Subsections 11.8.5 to 11.8.7, the arbitrator(s) shall not act, nor shall have previously acted on behalf of a Party, including

as an expert, a representative or an advisor, in any mediation, arbitration, legal or similar proceedings. The arbitrator(s) shall not give testimony in any mediation, arbitration, legal or similar proceedings concerning any aspect of the arbitration proceedings.

Applicable Rules

- 11.8.4 The arbitration shall be conducted in accordance with the present Agreement and, additionally, with the rules contained in the *Code of Civil Procedure* in force on the date on which the Notice of Arbitration is given.

Appointment of Arbitrator or Arbitration Panel

- 11.8.5 In the context of Subsection 11.8.1 and within a period of thirty (30) days from the date on which the Notice of Arbitration is given in accordance with Subsection 11.7.3, the Parties to the arbitration shall jointly appoint an arbitrator. Failing the joint appointment of an arbitrator by such Parties, one of them may file a motion for the appointment of the arbitrator by a judge of the Superior Court of Québec.
- 11.8.6 In the context of Subsection 11.8.2 and within a period of thirty (30) days from the date on which the Notice of Arbitration is given in accordance with Subsection 11.7.3, the Cree Party or Cree Parties to the arbitration shall jointly appoint one (1) arbitrator, Critical Elements shall appoint one (1) arbitrator and the two (2) appointed arbitrators shall jointly appoint, within thirty (30) days of the last appointment, a third arbitrator who shall act as the president of the arbitration panel.
- 11.8.7 Failing the appointment of one (1) arbitrator by each of Critical Elements and the Cree Parties to the arbitration for the arbitration panel within a period of thirty (30) days from the date on which the Notice of Arbitration is given in accordance with Subsection 11.7.3, such arbitrator shall be appointed by a judge of the Superior Court of Québec on the motion of one of the Parties. Failing the appointment of the third arbitrator within thirty (30) days of the last appointment of one (1) arbitrator by each of Critical Elements and the Cree Parties to the arbitration or by a judge, one of the Parties to the arbitration may file a motion for the appointment of such arbitrator by a judge of the Superior Court of Québec.
- 11.8.8 If no motion for the appointment of an arbitrator is filed within thirty (30) days from the date on which such motion may be filed pursuant to Subsection 11.8.5 or 11.8.7 and, as a result thereof, no arbitration can proceed, either Party may file a motion for the appointment of one (1) arbitrator by a judge of the Superior Court of Québec. Upon the appointment of the single arbitrator, the arbitration shall proceed with the arbitration process set out in Section 11.8, *mutatis mutandis*.

Other Existing Disputes

- 11.8.9 A Party to the arbitration may give notice to the arbitrator or arbitrators, as the case may be, of other existing Disputes between the Parties to the arbitration. Such Parties may agree to submit any or all existing Disputes to arbitration for resolution by the arbitrator or arbitrators, as the case may be, even if a Notice of Arbitration has yet to be given for such other existing Disputes, provided that such Disputes are not excluded from arbitration under Subsection 11.11.2.

Language and Location

- 11.8.10 The arbitration may be conducted in English and/or French and translation of documents and interpretation will be provided as required.
- 11.8.11 The arbitration will be conducted in Montréal or any other location as might be agreed to by the Parties.

Conciliation Process

- 11.8.12 At the joint request of the Parties and if circumstances permit, the arbitrator or arbitrators, as the case may be, may attempt to reconcile the Parties, it being understood that the arbitrator or arbitrators, as the case may be, may continue the arbitration if the conciliation attempt fails.

Final and Binding Decision

- 11.8.13 The arbitrator or arbitrators, as the case may be, appointed pursuant to Subsections 11.8.5 to 11.8.8 and to whom a Dispute has been referred, shall, unless it is not feasible in light of all circumstances, render a final and binding arbitral decision between the Parties to the arbitration within thirty (30) days following the end of the arbitration hearing, or, if written arguments or notes are to be submitted to the arbitrator or arbitrators, as the case may be, within thirty (30) days following the arbitrator's or arbitrators, as the case may be, receipt of the last written arguments and/or notes, however the expiry of the time limit for rendering the arbitral decision shall not invalidate any arbitral decision subsequently rendered. The arbitrator or arbitrators, as the case may be, shall include in the arbitral decision the measures to be taken, if any, by any of the Parties to the arbitration, and the period for such measures to be taken.
- 11.8.14 In rendering an arbitral decision, the arbitrator or arbitration panel shall not have the power to amend this Agreement in any manner.

11.9 EXPENSES

- 11.9.1 Except as otherwise provided for in this Agreement, each Party shall assume and pay its own costs, fees (including legal and expert fees) and expenses relating to the dispute resolution process provided in this Chapter.

Mediation Expenses

- 11.9.2 The Parties to the mediation shall agree to remit to the mediator an initial amount, in trust, as advance on the amounts that may be owed to the mediator to cover all other costs, fees and expenses related to the mediation. Such costs, fees and expenses will be paid by the Parties in equal shares.

Arbitration Expenses

- 11.9.3 The Parties to the arbitration shall agree to remit to the arbitrator or arbitrators, as the case may be, an initial amount, in trust, as advance on the amounts that may be owed to the arbitrator or arbitrators, as the case may be, to cover all other costs, fees and expenses related to the arbitration, including the costs, fees and expenses of the arbitrator or arbitrators, as the case may be, costs for stenography, transcripts, photocopies, translation of documents and interpretation and other related costs. The arbitrator or arbitrators, as the case may be, may, at any time, request the Parties to remit to the arbitrator or arbitrators, as the case may be, in trust, any additional advance the arbitrator or arbitrators, as the case may be, consider appropriate to cover additional anticipated such costs, fees and expenses. Such costs, fees and expenses will be paid by the Parties to the arbitration, in equal shares, unless otherwise determined by the arbitrator or arbitrators, as the case may be, after having provided the Parties with the opportunity to file written submissions on costs and after having held a hearing on same.
- 11.9.4 If any of the Parties fails to pay the amount of any advance agreed upon or requested by the arbitrator or arbitrators, as the case may be, within the time limit agreed upon or set by the arbitrator or arbitrators, as the case may be, or the amount of any invoice issued by the arbitrator or arbitrators, as the case may be, within the time limit stipulated therein, the other Party shall be entitled to pay the amount of said advance or invoice to the arbitrator or arbitrators, as the case may be, and the final apportionment between the Parties of the costs, fees and expenses owed to the arbitrator or arbitrators, as the case may be, shall be included in the arbitral decision.

11.10 OFFER OF SETTLEMENT OR WITHDRAWAL OF NOTICE OF DISPUTE

- 11.10.1 Nothing in this Chapter prohibits a Party from making, on a without prejudice basis, an offer of settlement relating to a Dispute at any time after a Notice of Dispute is given under Subsection 11.5.1 and until a final arbitral decision is rendered by the arbitrator or arbitrators, as the case may be, on said Dispute.

- 11.10.2 If, following said offer of settlement, the Parties agree to settle the Dispute, either Party will then be allowed to inform the arbitrator or arbitrators, as the case may be, that the Dispute has been settled. The arbitrator or arbitrators, as the case may be, will immediately stop any and all work related to the arbitration procedures and the arbitration process will be deemed finalized without any other formalities.
- 11.10.3 Nothing in this Chapter prohibits a Party having given a Notice of Dispute from withdrawing such notice at any time prior to the resolution of such Dispute.

11.11 MISCELLANEOUS

Exclusive Process

- 11.11.1 The dispute resolution process specified in this Chapter shall be the sole and exclusive process for the resolution of disagreements and Disputes between the Parties, except for disagreements excluded under Subsection 11.3.1 for which legal proceedings may be instituted or under Subsection 11.3.2 in the case of a Financial Dispute for which the dispute resolution process under Chapter 9 shall be the sole and exclusive process.
- 11.11.2 Any Dispute which requires the interpretation or application of Aboriginal rights or JBNQA treaty rights of the Crees, including the application or interpretation of the JBNQA, the *Agreement Concerning a New Relationship between le Gouvernement du Québec and the Crees of Québec*, also known as the “Paix des Braves”, signed on February 7, 2002, as amended from time to time, the *Agreement Concerning a New Relationship Between the Government of Canada and the Cree of Eeyou Istchee* signed on February 21, 2008, the *Agreement on Governance in the Eeyou Istchee James Bay Territory between the Crees of Eeyou Istchee and the Gouvernement du Québec* signed on July 24, 2012, the *Agreement on Cree Nation Governance between the Crees of Eeyou Istchee and the Government of Canada* signed on July 18, 2017, as amended from time to time, and any legislation adopted pursuant thereto, is subject to the dispute resolution process pursuant to Sections 11.5 to 11.7 but is excluded from arbitration pursuant to Section 11.8. If such Dispute is not settled through the process set out in Sections 11.5 to 11.7, any Party may seek any remedy it deems necessary before a court of competent jurisdiction.

Amendments of Delays

- 11.11.3 The Parties may agree in writing to modify any of the periods provided for in this Chapter with the exception of the period of thirty (30) days set out in Subsection 11.7.3.

Notices for Dispute Resolution

11.11.4 Notwithstanding any other provision of this Agreement, all notices required or authorized to be given under this Chapter shall be given in accordance with Subsection 12.15.1.

Continued Performance

11.11.5 The Parties shall continue to perform their respective obligations under this Agreement pending final resolution of the Dispute, unless:

- (a) the Parties agree that to do so would be impossible or impracticable under the circumstances;
- (b) the Parties agree that to maintain the conditions existing before the Dispute would be undesirable; or
- (c) an interim order to a different effect has been made by the arbitrator or arbitrators, as the case may be.

CHAPTER 12 GENERAL MATTERS

12.1 GENERAL REPRESENTATIONS AND WARRANTIES

Legal Capacity

- 12.1.1 Each Party represents and warrants to the other Parties that it has the power, authority and capacity to execute and deliver this Agreement and to perform its obligations hereunder and that it has taken all necessary actions to authorize its execution, delivery and the performance of such obligations.

Representations by Critical Elements

- 12.1.2 As of the Effective Date, Critical Elements represents and warrants that:
- (a) it is a corporation duly incorporated and validly existing under the laws of Canada;
 - (b) it is not a party to, bound by, or subject to any agreement, indenture, mortgage, lease, instrument, order, judgment, decree, or any provision of its articles or by-laws, which would be violated, contravened or infringed by the execution and delivery of this Agreement or the performance of its obligations under this Agreement; and
 - (c) except as disclosed in writing to the Cree Parties on or prior to the date of this Agreement, there is no action, litigation or other legal proceedings in progress or pending against Critical Elements with respect to the Project.

Representations by the Cree Parties

- 12.1.3 The GCC(EI) is a corporation duly incorporated and validly existing under the laws of Canada and the Cree Nation Government is a legal person duly established in the public interest and validly existing under the laws of Québec.
- 12.1.4 The GCC(EI)/Cree Nation Government hereby represent and warrant to Critical Elements that, as with regard to all matters covered under this Agreement, they act on behalf, and represent all of the Crees and all of the Cree First Nations.
- 12.1.5 Eastmain is a corporation duly constituted and validly existing under the laws of Canada.
- 12.1.6 Eastmain hereby represents and warrants to Critical Elements that, as with regard to all matters covered under this Agreement, it acts on behalf, and represents all of the members of the Cree Nation of Eastmain.

Approval process by the Parties

- 12.1.7 Critical Elements approved this Agreement by a resolution passed at a duly convened meeting of its Board of Directors, a copy of the resolution being attached hereto as Schedule 12.1.7, which resolution is in full force and effect, without amendment, on the date of this Agreement.
- 12.1.8 The Cree Parties represent and warrant that the process followed by them secured the approval of this Agreement by the Crees without condition or qualification.
- 12.1.9 Eastmain approved this Agreement by a resolution passed at a duly convened meeting of council members, a copy of the resolution being attached hereto as Schedule 12.1.9, which resolution is in full force and effect, without amendment, on the date of this Agreement.
- 12.1.10 The GCC(EI)/Cree Nation Government approved this Agreement by a resolution passed at a duly convened meeting of all council/board members, a copy of the resolution being attached hereto as Schedule 12.1.10, which resolution is in full force and effect, without amendment, on the date of this Agreement.

12.2 NON-DEROGATION

- 12.2.1 The Parties acknowledge that the object of this Agreement is not to affect, restrict, prejudice, waive or otherwise address, in any manner, Aboriginal rights and JBNQA treaty rights of the Crees, except as provided in Subsection 12.2.2. No such rights of the Cree Parties are waived or renounced upon by virtue of this Agreement.
- 12.2.2 The Parties acknowledge that the exercise of certain JBNQA treaty rights by the Crees is suspended in the Safety Zones and at the Mine Site, as provided for in this Agreement.

12.3 APPLICATION OF JBNQA

- 12.3.1 The Parties acknowledge that:
 - (a) the Project is subject to the environmental and social impact assessment and review procedure provided for in Section 22 of the JBNQA; and
 - (b) the environmental and social impact assessment and review procedure provided for in Section 22 of the JBNQA pertaining to the Project was initiated prior to the Effective Date.

12.4 CONSENT OF THE CREE PARTIES

- 12.4.1 The Cree Parties consent to and support the Project in accordance with the terms of this Agreement.

- 12.4.2 The Cree Parties shall cooperate with Critical Elements in order for Critical Elements to obtain, maintain and secure all approvals, permits and other authorizations required for the Project pursuant to Applicable Laws and in accordance with the principles of Section 22 of the JBNQA.

12.5 APPLICABLE LAWS AND AUTHORIZATIONS

- 12.5.1 This Agreement shall be implemented in accordance with Applicable Laws and permits, certificates, mining claims, mining leases and other authorizations relating to the Project issued in conformity with Applicable Laws.

12.6 ASSIGNMENT AND CHANGE OF CONTROL

- 12.6.1 This Agreement and any and all of the rights, prerogatives, obligations, covenants, benefits, roles, duties and responsibilities contained herein (collectively, “**Rights and Obligations**”) may not be assigned by any of the Cree Parties, in any circumstances. Critical Elements shall have the right and may assign this Agreement and any and all of its Rights and Obligations contained herein, without the prior consent, authorization or approval of the Cree Parties, to any Person, provided that such Person undertakes and agrees in writing to be bound by all of its applicable provisions and to assume any and all of Critical Elements’ Rights and Obligations under this Agreement.
- 12.6.2 Moreover, Critical Elements shall not be entitled to assign, sell or dispose of all or substantially all of the assets of the Project unless the purchaser of such assets undertakes and agrees to be bound by this Agreement, assumes all of Critical Elements’ Rights and Obligations hereunder and complies with all of the terms and conditions of this Agreement in writing.
- 12.6.3 Notwithstanding Subsections 12.6.1 and 12.6.2, should Critical Elements assign, sell or dispose of all or substantially all of the assets of the Project in accordance with Subsection 12.6.2, Critical Elements shall, within thirty (30) days of such assignment, sale or disposal, pay to the Cree Parties any payments outstanding, including the balance of the Fixed Amount or Revised Fixed Amount, as the case may be, and any Cree Participation Payment owed to the Cree Parties at the date of such assignment, sale or disposal.
- 12.6.4 Notwithstanding Subsections 12.6.1 and 12.6.2, should Critical Elements be sold or if a third party acquires a controlling interest in Critical Elements, the latter shall, within thirty (30) days of such sale or acquisition, pay to the Cree Parties any payments outstanding, including the balance of the Fixed Amount or Revised Fixed Amount, as the case may be, and any Cree Participation Payment owed to the Cree Parties at the date of such sale or acquisition.
- 12.6.5 Notwithstanding Subsections 12.6.1 to 12.6.4, in order to obtain financing from lenders and other secured parties (“**Lenders**”), Critical Elements may, without the

consent of the Cree Parties, grant a security interest in, assign and/or hypothecate to a Lender (or the agent or trustee acting on behalf of such Lenders) all or any of the rights, titles and interests that Critical Elements now has or which shall thereafter arise in and to Critical Elements under this Agreement and all claims resulting from a failure of performance or compliance with any of the provisions of this Agreement, as security for financing made available by the Lender (or the agent or trustee acting on behalf of such Lender) to Critical Elements. Each of the Cree Parties hereby irrevocably consents to and acknowledges any such granting of security, assignment or hypothecation, it being understood that such granting of security, assignment or hypothecation shall not excuse or otherwise discharge Critical Elements from performing its own obligations under this Agreement. Each of the Cree Parties undertake to execute and deliver all such further documents and instruments and do all acts and things as the Lenders may reasonably require to give effect to this Subsection 12.6.5.

12.7 CHALLENGES AND INDEMNIFICATION

- 12.7.1 The Parties shall not challenge, legally or otherwise, the validity or the enforceability of this Agreement or any of the provisions thereof, nor shall they advise, induce, encourage or otherwise support in any manner, any Person seeking to challenge such validity or enforceability. In addition, the Cree Parties shall not pursue any Adverse Action, nor shall they advise, induce, encourage or otherwise support in any manner, any Person seeking to pursue any such Adverse Action.
- 12.7.2 In the event of a Claim made or Adverse Action taken by a Third Party against any of the Parties, or against a Person other than the Parties which may reasonably result in an Adverse Action, each of such Parties against which the Claim is asserted or Adverse Action taken shall give to the other Parties notice of such Claim or Adverse Action. Each of such Parties against which the Claim is asserted or Adverse Action taken shall, as the case may be, vigorously defend the validity and enforceability of this Agreement or take such measures to prevent or have such Adverse Action stopped or terminated by any and all legal means available to it, including seeking injunctive relief. The other Party or Parties shall fully cooperate, at their own cost, with each of such Parties against which the Claim is asserted or Adverse Action taken.
- 12.7.3 The GCC(EI)/Cree Nation Government covenants and agrees to indemnify and save harmless Critical Elements from any losses, damages, liabilities, costs, fees and expenses (including legal costs, fees and expenses) suffered by Critical Elements, directly or indirectly, as a result of or arising out of any Innu Claim, irrespective of such Innu Claim being caused directly by the GCC(EI)/Cree Nation Government or resulting from the actions or omissions of a Third Party. If Critical Elements determines that it is entitled to indemnification under this Subsection 12.7.3, it shall give notice of such Innu Claim to the GCC(EI)/Cree Nation Government as soon as reasonably possible. The GCC(EI)/Cree Nation Government shall vigorously defend at its costs and expenses (including legal costs, fees and expenses) any such Innu Claim upon request by Critical

Elements. The GCC(EI)/Cree Nation Government hereby undertakes to consult in good faith with Critical Elements in connection with its defence of any such Innu Claim, including the selection of counsel, and the GCC(EI)/Cree Nation Government shall have the right at its discretion to participate in any proceedings related thereto.

12.7.4 Nothing in this Section 12.7 precludes Critical Elements or any of the Cree Parties from commencing or instituting its own legal, administrative or other types of proceedings against the Person having asserted such Claim or taken such Adverse Action.

12.7.5 The capitalized terms used in this Section 12.7 have the meaning ascribed thereto in this Subsection 12.7.5:

“Adverse Action” means any action (or omission to act where action is required) or activity of any nature, which could prevent or delay in any manner the development or operation of the Project, including preventing or delaying the issuance or renewal or the process for the issuance or renewal, by any Authorities Having Jurisdiction, of any required certificates, permits, mining claims, mining leases or other authorizations, but excludes a Financial Dispute subject to any dispute resolution process, including arbitration, under Chapter 9 of this Agreement and a Dispute subject to any dispute resolution process, including arbitration, under Chapter 11 of this Agreement.

“Claim” means any legal, administrative or other types of proceedings or any claim, demand, action or cause of action of any kind, threatened, commenced, instituted or made against or involving any of the Parties, challenging the validity or enforceability of this Agreement or any of its provisions, or otherwise challenging in any manner the construction, development, operation, site rehabilitation or restoration of, or supply of goods and services, power, or other activities related or incidental to, the Project, or access to the Mine Site.

“Innu Claim” means any legal, administrative or other types of proceedings or any claim, demand, action or cause of action of any kind, threatened, commenced, instituted or made against or involving Critical Elements by the Pekuakamiulnuatsh Nation or by an Innu of the Pekuakamiulnuatsh Nation, relating to any obligation or undertaking of the GCC(EI)/Cree Nation Government pursuant to the *Agreement between the Pekuakamiulnuatsh Nation and the Cree Nation of Eeyou Istchee* dated June 21, 2018, or Critical Elements’ undertaking under Subsection 4.8.3.

“Third Party” means for the purpose of Section 12.7 any Person other than the Parties.

12.8 ENTIRE AGREEMENT

12.8.1 This Agreement constitutes the entire agreement between the Parties. This Agreement supersedes all prior negotiations, discussions, representations and agreements between the Parties, including the Pre-Development Agreement, save and except that Section 10 of the Pre-Development Agreement shall remain in full force and effect in accordance with its terms.

12.9 AMENDMENTS

- 12.9.1 This Agreement may be amended only by a written instrument duly signed by the Parties hereto.
- 12.9.2 Upon recommendation of the Implementation Committee, the Parties shall review any provisions of this Agreement and may amend this Agreement in accordance with Subsection 12.9.1.

12.10 REPRESENTATIONS AND COMMUNICATIONS CONSISTENT WITH AGREEMENT

- 12.10.1 A Party may make independent representations and communications to Authorities Having Jurisdiction and to other Persons on any matter addressed in this Agreement, provided however that such Party's representations and communications shall be consistent with this Agreement.

12.11 FUTURE AGREEMENTS

- 12.11.1 The Parties hereby agree to take into consideration and comply with the terms, conditions and obligations contained in this Agreement, in any future agreements to be concluded between a Party and any other Person.
- 12.11.2 If any agreement negotiations, including collective agreement negotiations, take place between Critical Elements and any other Person, Critical Elements shall endeavour to negotiate an agreement that does not conflict with this Agreement. If Critical Elements is required to comply with any Applicable Laws or provisions of a collective agreement imposed on Critical Elements, which are conflicting with this Agreement, then the Cree Parties acknowledge that Critical Elements shall comply with such Applicable Laws and provisions of any such collective agreement thus imposed on Critical Elements, and subject to Subsection 12.12.1, Critical Elements shall be relieved of its obligations to perform the conflicting terms and conditions of this Agreement.
- 12.11.3 If any agreement negotiations take place between any of the Cree Parties and any other Person, any such Cree Party shall endeavour to negotiate an agreement that does not conflict with this Agreement. Notwithstanding the foregoing, in the event that by virtue of Applicable Laws, any of the Cree Parties is required to comply with any such Applicable Laws which are conflicting with this Agreement, then the other Parties acknowledge that any such Cree Party shall comply with any such Applicable Laws and subject to Subsection 12.12.1, any such Cree Party shall be relieved of its obligations to perform the conflicting terms and conditions of this Agreement.

12.12 SEVERABILITY

- 12.12.1 The invalidity or unenforceability of any provision of this Agreement or any undertaking contained herein shall not affect the validity or enforceability of any other provision of this Agreement or undertaking contained herein, and this Agreement shall

be construed as if such invalid or unenforceable provision or undertaking were omitted.

12.13 DISCLOSURE OF THE AGREEMENT, PRE-DEVELOPMENT AGREEMENT AND SUMMARY OF AGREEMENT

Disclosure of the Agreement

12.13.1 The Parties agree that, as of the Effective Date, the Agreement will no longer be treated as confidential by the Parties, subject to Section 12.14.

Disclosure of the Pre-Development Agreement

12.13.2 The Parties agree that, as of the Effective Date, the Pre-Development Agreement will no longer be treated as confidential by the Parties.

Summary of the Agreement

12.13.3 The Parties shall jointly prepare a summary of this Agreement to be used and distributed by Critical Elements within the business for implementation purposes including for training and raising awareness of Critical Elements Employees and management regarding the Parties' respective rights and obligations hereunder. For greater certainty, the provisions of Chapter 9 shall be excluded from this summary.

12.14 CONFIDENTIALITY

Confidential Information

12.14.1 "Confidential Information" means any and all monetary amounts referred to in Chapter 9 and Schedule 9.4.3, the titles of such chapter and schedules and all information, data, knowledge, know-how and other material provided by one Party to any of the other Parties pursuant to or in connection with this Agreement and identified as being "confidential", in whatever form and however communicated, relating to the Project and this Agreement, whether previously, now or hereafter known by a Party. Without limiting the generality of the foregoing, Confidential Information shall be deemed to include cost, cash flow and revenue projections, financial models, tax projections, processes, formulae, manufacturing procedures, operating schedules, trade secrets, raw data from Critical Elements' technical applications including drill hole and assay data, ore body and geospatial models, development plans, topographical data and aerial imagery.

Use of Confidential Information

12.14.2 Each Party agrees to hold the other Parties' Confidential Information in strict confidence and not disclose the Confidential Information to any Person. The foregoing restrictions shall not apply where disclosure of Confidential Information is necessary:

(i) for the operations of the Project; (ii) for the implementation of this Agreement; (iii) in the course of legal proceedings; (iv) in connection with the sale of the Project, Critical Elements or any of its Affiliates; or (v) to a director, officer, agent, employee, financial, legal or other advisor of a Party or any of its Affiliates or any member of any committee created under this Agreement or by the Implementation Committee if such person has a need to know the Confidential Information for the purpose of performing the obligations provided herein.

Notice of Unauthorized Use or Disclosure of Confidential Information

12.14.3 The Parties shall promptly give notice to the other Party upon discovery of any unauthorized use or disclosure of Confidential Information.

Protective Orders

12.14.4 If one of the Parties or its Authorized Representatives becomes legally compelled to disclose any of the Confidential Information, the receiving Party shall give the disclosing Party prompt notice so that it may seek a protective order or other appropriate remedy at law (and the receiving Party shall fully cooperate with the disclosing Party in that regard) and/or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained by the disclosing Party or is otherwise unavailable, the receiving Party shall only disclose or, as applicable, ensure that its Authorized Representatives only disclose, that portion of the Confidential Information which it is legally required to disclose and shall exercise its reasonable commercial efforts to obtain a protective order or other reliable assurance that such Confidential Information will be afforded confidential treatment.

Return of Confidential Information

12.14.5 Upon termination of this Agreement or following a request of a disclosing Party, the receiving Party shall return to the disclosing Party or destroy or delete the Confidential Information of the disclosing Party, excluding any confidential information integrated in any documents required for the implementation of this Agreement or for compliance with Applicable Laws, in its possession or control or of any of its Authorized Representatives, and all copies thereof. At the request of the disclosing Party, the receiving Party shall confirm such return, destruction or deletion to the disclosing Party by providing a certificate of one of its senior officers or directors certifying the return, destruction or deletion of all such Confidential Information. Notwithstanding the return, destruction or deletion of such Confidential Information, the receiving Party shall continue to be bound by its obligations of confidentiality.

Remedies

12.14.6 The Parties acknowledge that Confidential Information is proprietary and confidential and that the disclosing Party may be irreparably harmed if any of the provisions

contained in this Agreement with respect to Confidential Information are breached or not performed by the receiving Party or Authorized Representatives in accordance with the provisions of this Agreement. The Parties hereby agree that the disclosing Party shall have the right to seek an immediate injunction and any other available remedy it deems necessary before a court of competent jurisdiction, with regard to any breach or threatened breach of the provisions of this Agreement relating to Confidential Information and to specifically enforce such provisions, in addition to (where applicable) a right to monetary damages or any other remedy available to the disclosing Party under Applicable Laws or this Agreement, including the dispute resolution process of this Agreement.

12.15 NOTICES

Notices to Parties

12.15.1 Unless otherwise specified herein, any notice required or authorized to be given to the Parties under this Agreement shall be in writing and shall be delivered (a) in person, (b) by facsimile or by e-mail with proof of delivery thereof, (c) by registered mail, return receipt requested, or (d) by reputable courier service. Notices shall be deemed given and effective on the date of delivery, if delivered during the recipient's normal business hours, or on the next business day if delivered after the recipient's normal business hours. The Parties shall address their notices as follows:

(a) if to Critical Elements,

Critical Elements Lithium Corporation
1080 Côte du Beaver Hall
Suite 2101
Montréal, Québec
H2Z 1S8

Telephone number:

Fax Number:

E-mail:

To the attention of: Chief Executive Officer

(b) if to the GCC(EI)/Cree Nation Government,

The Grand Council of the Crees (Eeyou Istchee) / Cree Nation Government
2 Lakeshore Road
Nemaska, Québec
J0Y 3B0

Telephone number:

Fax Number:

E-mail:

To the attention of: Executive Director

with a copy to:

The Cree Nation of Eastmain
76 Nouchimi, P.O. Box 90
Eastmain, Québec
J0M 1W0

Telephone number:

Fax Number:

E-mail:

To the attention of: Chief

(c) if to Eastmain,

The Cree Nation of Eastmain
76 Nouchimi, P.O. Box 90
Eastmain, Québec
J0M 1W0

Telephone number:

Fax Number:

E-mail:

To the attention of: Chief

with a copy to:

The Grand Council of the Crees (Eeyou Istchee) / Cree Nation Government
2 Lakeshore Road
Nemaska, Québec
J0Y 3B0

Telephone number:

Fax Number:

E-mail:

To the attention of: Executive Director

(d) if to the Cree Parties,

The Grand Council of the Crees (Eeyou Istchee) / Cree Nation Government
2 Lakeshore Road
Nemaska, Québec
J0Y 3B0

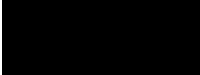

Telephone number:

Fax Number:

E-mail:

To the attention of: Executive Director

and

The Cree Nation of Eastmain
76 Nouchimi, P.O. Box 90
Eastmain, Québec
J0M 1W0
Telephone number: 
Fax Number: 
E-mail:
To the attention of: Chief

- 12.15.2 A Party may change its address by giving notice to the other Parties in accordance with Subsection 12.15.1.

Notices for Dispute Resolution

- 12.15.3 Notwithstanding any other provision of this Agreement, all notices required or authorized to be given under Chapter 11 shall be given in accordance with Subsection 12.15.1.

Notices to Implementation Committee and other committees

- 12.15.4 With the exception of all notices required or authorized to be given under Chapter 11 which shall be given in writing and delivered in accordance with Subsection 12.15.1, all notices required or authorized to be given under this Agreement to the Implementation Committee, the Environment Committee or any other subcommittee that may be established from time to time by the Implementation Committee pursuant to Subsection 10.8.1 shall be given and delivered to all of the members and alternate members of the relevant committee, either (a) in person, (b) by facsimile, (c) by registered mail, return receipt requested, (d) by reputable courier service or (e) by e-mail with proof of delivery.
- 12.15.5 Upon their respective appointments, members and alternate members of the Implementation Committee and members of the Environment Committee or any other subcommittee that may be established from time to time by the Implementation Committee pursuant to Subsection 10.8.1 shall provide to each other their respective contact information, including address, telephone and facsimile numbers and e-mail address.

12.16 FORCE MAJEURE

- 12.16.1 A Party (the “**Affected Party**”) shall give notice in writing to the other Parties in the event that performance in whole or in part of its obligations under this Agreement is interrupted, restrained, prevented or delayed, directly or indirectly, by an event of

Force Majeure, and as of the date of such notice, the Affected Party's obligations under this Agreement shall be suspended in full, without affecting the continuance and validity of this Agreement, and the Affected Party shall not be held to the performance of its obligations provided for in this Agreement to the other Parties during the period of time and to the extent the event of Force Majeure exists; provided, however, that if the Affected Party is Critical Elements, Critical Elements shall be required to continue paying all amounts owed the Cree Parties in accordance with the terms of this Agreement, notwithstanding such event of Force Majeure. Upon cessation of the event of Force Majeure, the Affected Party shall be required to resume performing as of such date its obligations under this Agreement in accordance with the terms thereof.

"Force Majeure" as used in this Section 12.16 means the occurrence of any event beyond the reasonable control of the Affected Party and includes: strikes, lockouts or any other labour disturbances; acts of the public enemy, acts of activists, acts of war or conditions arising out of or attributable to war, terrorism, embargoes, blockades, revolution, riot, civil strife, fire, explosion, earthquake, landslide, storm, flood or other adverse weather conditions; any judgment, decree or court order; expropriation, nationalization, or compulsory purchase; curtailment or suspension of activities to remedy or avoid an actual or alleged, present or prospective violation of federal, provincial or local environmental standards; delay or failure by suppliers or transporters of materials, parts, supplies, services or equipment or by contractors' or subcontractors' shortage of, or inability to obtain labour, transportation, materials, machinery, equipment, supplies, power, goods or services; breakdown of or accident to power transmission lines, equipment, machinery or other facilities; inability to obtain any license, permit or other authorization that may be required; or any other unforeseen or irresistible event within the meaning given to the expression "superior force" in Article 1470 of the *Civil Code of Québec*.

- 12.16.2 Except for any obligation to pay all amounts owed the Cree Parties in accordance with the terms of this Agreement, in the event the Affected Party is Critical Elements, none of the Parties will have any recourse or claims against, or be entitled to indemnification from, the Affected Party as a result of the Affected Party not performing its obligations under this Agreement as a result of an event of Force Majeure.

12.17 TEMPORARY CLOSURE

- 12.17.1 Critical Elements may, at any time during the Term, temporarily suspend or cease operations at the Project (whether or not on a care and maintenance basis and with or without minimal staff for monitoring or other purposes, as Critical Elements may determine) as a result of (i) economic conditions, (ii) a continuing event of Force Majeure or (iii) any other reason or combination of reasons that, in the sole discretion and business judgment of Critical Elements' board of directors, supports such decision to temporarily suspend or cease operations (a **"Temporary Closure"**), by giving at least

thirty (30) day written notice to each of the Cree Parties (a “**Notice of Temporary Closure**”) prior to the effective date of such Temporary Closure. As of the effective date of the Temporary Closure, Critical Elements’ obligations under this Agreement shall be suspended in full, without affecting the continuance and validity of this Agreement, and Critical Elements shall not be held to the performance of its obligations provided for in this Agreement to the other Parties during the period of time commencing on the effective date of such Temporary Closure and terminating on the effective date operations will resume, as specified by Critical Elements in a notice in writing to the other Parties confirming it will resume operations at the Project (a “**Notice of Resumed Operations**”); provided, however, that Critical Elements shall be required to continue paying all amounts owed the Cree Parties under Chapter 9 of this Agreement (but, for greater certainty, not under any other Chapter of this Agreement) in accordance with the terms thereof, during the period of such Temporary Closure.

12.17.2 Except for any obligation to pay amounts owed the Cree Parties as set forth in Subsection 12.17.1, none of the Parties will have any recourse or claims against, or be entitled to indemnification from, Critical Elements as a result of Critical Elements not performing its obligations under this Agreement as a result of a Temporary Closure.

12.17.3 The Parties agree that in the event of Force Majeure during any period of Temporary Closure (commencing either prior to or during a Temporary Closure), the provisions applicable in the event of a Temporary Closure will continue to apply, until such time as Critical Elements shall have provided a Notice of Resumed Operations.

12.18 TERM AND SURVIVAL

12.18.1 The term of this Agreement (“**Term**”) shall be the period between the Effective Date and the date of termination of the Closure Phase, unless earlier terminated pursuant to Section 12.20, subject to survival of the following rights and obligations:

- (a) any dispute resolution process initiated prior to termination of this Agreement;
- (b) any and all covenants relating to confidentiality, as set out in Section 12.14; and
- (c) any payment obligations due or owing to a Party in accordance with this Agreement prior to termination of this Agreement.

12.19 DEFAULT

12.19.1 For the purpose of this Agreement, the occurrence of one or more of the following events constitutes an “**Event of Default**”:

- (a) a Party breaches any of its obligations contained in this Agreement, other than any immaterial breach, except as otherwise provided in Paragraph 12.19.1(b) below;
or

- (b) Critical Elements fails to pay any amount due and payable to the Cree Parties under this Agreement.

12.19.2 Upon an Event of Default by a Party (the “**Defaulting Party**”), any non-Defaulting Party shall be entitled to give written notice of the occurrence of the Event of Default to the Defaulting Party, with a copy to all other Parties, reasonably describing the nature of the alleged Event of Default (“**Notice of Default**”).

12.19.3 Upon receipt of a Notice of Default, the Defaulting Party will have a period of thirty (30) days to:

- (a) remedy the alleged Event of Default, to the extent such Event of Default is capable of being remedied; or
- (b) submit the alleged Event of Default,
 - (i) to the dispute resolution process under Chapter 9 of this Agreement by giving a Notice of Financial Dispute, if the Event of Default is the subject of a Financial Dispute;
 - (ii) to the dispute resolution process under Chapter 11 of this Agreement by giving a Notice of Dispute, if the Event of Default is the subject of a Dispute; or
 - (iii) to a court of competent jurisdiction, if the Event of Default is the subject of a disagreement to which the dispute resolution process of this Agreement does not apply, for a final and non-appealable determination.

12.20 TERMINATION

12.20.1 This Agreement shall terminate:

- (a) upon expiry of the Term, without further notice or formality;
- (b) upon the mutual agreement of the Parties at any time prior to the expiry of the Term;
- (c) upon receipt by Critical Elements of a Notice of Termination executed by the Cree Parties following the date of Abandonment of Mining Operations;
- (d) upon receipt by Critical Elements of a Notice of Termination executed by the Cree Parties, if the commencement of the Construction Phase has not occurred on the date that is five (5) years from the date of the issuance of the initial Certificate of Authorization to Critical Elements for the Project;
- (e) upon receipt by Critical Elements of a Notice of Termination executed by the Cree

Parties, in the event Critical Elements:

- (i) files a voluntary petition in bankruptcy or insolvency or a petition for reorganization, arrangement or compromise under any applicable bankruptcy law; or
 - (ii) consents to any involuntary petition in bankruptcy or if a receiving order is given against Critical Elements under any bankruptcy law, or an order, judgment or decree is entered by a court of competent jurisdiction, upon the application of a creditor, receiver, trustee or liquidator of all or a substantial part of the assets of Critical Elements;
- (f) upon receipt by the Cree Parties of a Notice of Termination executed by Critical Elements, if a Defaulting Party is any of the Cree Parties, or upon receipt by Critical Elements of a Notice of Termination executed by all Cree Parties, if the Defaulting Party is Critical Elements, and, in each of the foregoing cases, the Defaulting Party has failed to either remedy such Event of Default or submit the Event of Default to the dispute resolution process, including, as applicable, arbitration or a court of competent jurisdiction, as contemplated by Subsection 12.19.3, within the prescribed period;
- (g) upon receipt by the Cree Parties of a Notice of Termination executed by Critical Elements, if a Defaulting Party is any of the Cree Parties, or upon receipt by Critical Elements of a Notice of Termination executed by all Cree Parties, if the Defaulting Party is Critical Elements, if the Event of Default was submitted to the dispute resolution process as contemplated by Paragraph 12.19.3(b), such Event of Default was resolved prior to arbitration by an executed settlement agreement as a result of application of the dispute resolution process provided for in Chapter 9 or Chapter 11, as applicable, or otherwise and the Defaulting Party has failed to comply with the terms of such settlement agreement; or
- (h) upon receipt by the Cree Parties of a Notice of Termination executed by Critical Elements, if a Defaulting Party is any of the Cree Parties, or upon receipt by Critical Elements of a Notice of Termination executed by all Cree Parties, if the Defaulting Party is Critical Elements, if (i) the Event of Default was submitted to the arbitration process included in the dispute resolution process, as contemplated by Paragraph 12.19.3(b), the arbitrator (or arbitrators) has confirmed such Event of Default as a result of application of the arbitration process in Chapter 9 or Chapter 11, as applicable, and the Defaulting Party has failed to comply with the decision of the arbitrator (or arbitrators) or (ii) the Event of Default was the subject of a disagreement excluded from the definition of "Dispute" under this Agreement and submitted to a court of competent jurisdiction pursuant Chapter 11 or as otherwise provided in this Agreement, such court (or court of higher jurisdiction if subsequent to appeal) has confirmed such Event of Default, all rights of appeal have expired or been exhausted, and the Defaulting Party has failed to comply

with the decision of the courts.

For the purpose of this Subsection, “**Abandonment of Mining Operations**” means: (i) the abandonment by Critical Elements in accordance with Section 122 of the *Mining Act* of its mining lease granted in respect of the Project, or (ii) Critical Elements has provided formal notice of abandonment to the Cree Parties, or has otherwise unequivocally acted in a manner that would lead a reasonable Person to conclude that Critical Elements has abandoned or relinquished all of its rights with respect to the Project without consideration therefor.

12.21 LATE PAYMENTS AND PAYMENTS UPON TERMINATION

- 12.21.1 Any payment from Critical Elements to any of the Cree Parties effected ten (10) days or more after its due date shall bear interest, calculated on a daily basis, at the rate announced from time to time by the National Bank of Canada, or such other Canadian chartered bank as may be agreed upon between the Parties, as its prime rate, plus ten percent (10%), calculated from the due date of the relevant payment.
- 12.21.2 Upon termination of this Agreement, the Cree Parties shall be entitled to payment in full of any unpaid balance of the Fixed Amount or Revised Fixed Amount, and any outstanding and unpaid Cree Participation Payment, and the Parties shall continue to be entitled to any amount payable pursuant to the surviving provisions set out in Section 12.18, including any amount that may be determined payable subsequent to termination of this Agreement as a result of indemnification obligations arising out of events prior to such termination. It is understood that any amounts owed or payable hereunder by a Party to another Party at the time of termination of this Agreement shall be settled and paid within a ninety (90) day period following such termination, or if such amounts have not been determined or are not then determinable, upon determination of such amounts.

12.22 PRESS RELEASES AND PUBLIC ANNOUNCEMENTS

- 12.22.1 The Parties shall coordinate the preparation, issuance and publication of any and all press releases or similar public announcement with respect to this Agreement.
- 12.22.2 Notwithstanding the above, Critical Elements may independently prepare any such press release or public announcement if such is required in the normal course of business or as may be required by Applicable Laws, in which case Critical Elements shall promptly give notice to the Cree Parties contemporaneously with the issuance or publication thereof.
- 12.22.3 Notwithstanding the above, any of the Cree Parties may independently prepare any such press release or public announcement if such is required by Applicable Laws, in which case, each such Cree Party shall promptly give notice to Critical Elements contemporaneously with the issuance or publication thereof.

12.23 AGREEMENT BINDING

- 12.23.1 This Agreement is binding upon and shall enure to the benefits of the Parties and their respective successors and assigns.

12.24 NO THIRD-PARTY BENEFICIARIES

- 12.24.1 Nothing in this Agreement, express or implied, is intended, or will be construed to confer on any Person, other than the Parties to this Agreement, any right, remedy or claim under or with respect to this Agreement.

12.25 NO WAIVER

- 12.25.1 Failure by a Party to insist on the performance of any provision of this Agreement or to exercise any right or privilege or waiver of any breach will not thereafter waive any other terms, conditions or privileges, whether of the same or similar type. All rights, remedies and warranties afforded under this Agreement or at law will be taken and construed as cumulative, that is, in addition to every other right, remedy or warranty provided under this Agreement or by law. Waiver of any right, remedy or warranty provided under this Agreement shall be effective only if:

- (a) it is in writing and signed by the Party providing such waiver; and
- (b) notice of same has been given to the other Parties.

12.26 FURTHER ASSURANCES

- 12.26.1 Each Party agrees to execute such other documents and to do and perform such other acts and things as may reasonably requested by another Party so that the terms of this Agreement take full effect.

12.27 EXPENSES

- 12.27.1 Except as otherwise expressly provided for in this Agreement, each Party shall bear its own expenses in connection with the preparation, execution and performance of this Agreement.

12.28 NO PARTNERSHIPS

- 12.28.1 Nothing in this Agreement must be deemed to create a partnership, association, employment relationship or an agency relationship between the Parties. The agents, employees and other representatives of each Party are not considered to be agents, employees, and other representatives of the other Parties for any purpose.
- 12.28.2 This Agreement creates no fiduciary relationships between the Parties.

12.29 GOVERNING LAWS AND JURISDICTION

- 12.29.1 This Agreement is subject to laws of general application and it shall be executed and interpreted in a manner consistent with the provisions of the JBNQA and shall be governed by and interpreted, construed and enforced in accordance with the laws of Québec and the federal laws of Canada as applicable.
- 12.29.2 For all jurisdictional purposes, this Agreement is presumed to have been executed in the judicial district of Montréal, in Québec.

12.30 COUNTERPARTS

- 12.30.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Delivery by any Party by electronic transmission of a copy of this Agreement containing a signature page executed by such Party will be as effective as delivery of a manually executed copy of this Agreement by such Party.

12.31 LANGUAGE

- 12.31.1 The Parties have requested that this Agreement and all notices relating thereto be drawn up in the English language.

Les Parties ont demandé que l'entente et tous les avis qui y sont reliés soient rédigés en anglais.

[Remainder of the page intentionally left blank. Signature page follows.]

CHAPTER 13 SIGNATORIES

IN WITNESS HEREOF, the Parties hereto have executed this Agreement in seven (7) originals in Eastmain on this 8th day of July, 2019.

The **GRAND COUNCIL OF THE CREES (EEYOU ISTCHEE)** The **CREE NATION GOVERNMENT**

Per: *[Signed]*
Name: Dr. Abel Bosum
Title: Grand Chief

Per: *[Signed]*
Name: Mandy Gull
Title: Vice Chairperson

Witness: *[Signed]*
Name: Sheila Weapinacappo

Witness: *[Signed]*
Name: Judy Cooper

The **CREE NATION OF EASTMAIN**

CRITICAL ELEMENTS LITHIUM CORPORATION

Per: *[Signed]*
Name: Kenneth Cheezo
Title: Chief

Per: *[Signed]*
Name: Jean-Sébastien Lavallée
Title: Chief Executive Officer

Witness: *[Signed]*
Name: Emily Whiskeychan

Witness: *[Signed]*
Name: Nathalie Laurin

SCHEDULE 1.1.1A LIST OF CLAIMS



Critical Elements Corporation (88153) 100 % (responsible)
Rose Lithium-Tantalum Property

NTS sheet	Claim number	Range	Lot	Expiration date	Area (ha)	Work credits	Work necessary for renewal	Required fees for renewal
32N16	CDC-2219125	18	24	April 21, 2020	53.16	12 789.69 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219126	18	25	April 21, 2020	53.16	12 789.69 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219127	18	26	April 21, 2020	53.16	12 789.67 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219128	18	27	April 21, 2020	53.16	12 507.42 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219129	19	23	April 21, 2020	53.15	13 354.23 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219130	19	24	April 21, 2020	53.15	13 354.23 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219131	19	25	April 21, 2020	53.15	13 354.23 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219132	19	26	April 21, 2020	53.15	13 071.93 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219133	19	27	April 21, 2020	53.15	13 354.23 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219134	19	28	April 21, 2020	53.15	13 354.23 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219135	20	23	April 21, 2020	53.14	13 354.23 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219136	20	24	April 21, 2020	53.14	12 436.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219137	20	25	April 21, 2020	53.14	12 436.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219138	20	26	April 21, 2020	53.14	12 436.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219139	20	27	April 21, 2020	53.14	12 436.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219140	20	28	April 21, 2020	53.14	12 436.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219141	21	24	April 21, 2020	53.13	12 574.23 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219142	21	25	April 21, 2020	53.13	12 436.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219143	21	26	April 21, 2020	53.13	12 436.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219144	21	27	April 21, 2020	53.13	12 436.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219145	22	25	April 21, 2020	53.12	12 574.23 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219146	22	26	April 21, 2020	53.12	12 574.23 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219147	23	25	April 21, 2020	53.11	13 354.23 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219148	26	34	April 21, 2020	53.08	12 856.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219149	28	30	April 21, 2020	53.06	13 606.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219150	29	30	April 21, 2020	53.05	13 606.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219151	29	50	April 21, 2020	53.05	13 606.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219152	30	30	April 21, 2020	53.04	13 606.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219153	30	49	April 21, 2020	53.04	13 606.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219154	30	50	April 21, 2020	53.04	13 606.50 \$	1 800.00 \$	65.25 \$
33C01	CDC-2219155	1	50	April 21, 2020	53.03	15 656.73 \$	1 800.00 \$	151.00 \$
32N16	CDC-2219156	29	39	April 21, 2020	53.05	13 606.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219157	29	40	April 21, 2020	53.05	13 606.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219158	29	41	April 21, 2020	53.05	13 606.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219159	29	46	April 21, 2020	53.05	13 606.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219160	29	47	April 21, 2020	53.05	13 606.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219161	29	48	April 21, 2020	53.05	13 606.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219162	30	45	April 21, 2020	53.04	13 606.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219163	30	46	April 21, 2020	53.04	13 606.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219164	30	47	April 21, 2020	53.04	13 606.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219165	30	48	April 21, 2020	53.04	13 606.50 \$	1 800.00 \$	65.25 \$
33C01	CDC-2219166	1	48	April 21, 2020	53.03	14 974.42 \$	1 800.00 \$	151.00 \$
33C01	CDC-2219167	1	49	April 21, 2020	53.03	14 974.42 \$	1 800.00 \$	151.00 \$
33C01	CDC-2219168	2	48	April 21, 2020	53.02	15 656.72 \$	1 800.00 \$	151.00 \$
32N16	CDC-2219169	22	24	April 21, 2020	53.12	12 574.22 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219170	22	30	April 21, 2020	53.12	12 574.22 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219171	23	28	April 21, 2020	53.11	12 574.22 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219172	23	29	April 21, 2020	53.11	12 574.22 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219173	23	30	April 21, 2020	53.11	12 574.22 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219174	28	37	April 21, 2020	53.06	13 606.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219175	28	38	April 21, 2020	53.06	13 606.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219176	28	39	April 21, 2020	53.06	13 606.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219177	28	40	April 21, 2020	53.06	13 606.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219178	28	41	April 21, 2020	53.06	13 606.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219179	28	42	April 21, 2020	53.06	13 606.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219180	29	31	April 21, 2020	53.05	13 606.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219181	29	32	April 21, 2020	53.05	13 606.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219182	29	49	April 21, 2020	53.05	13 606.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219183	30	31	April 21, 2020	53.04	13 606.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219184	30	32	April 21, 2020	53.04	13 606.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219185	30	33	April 21, 2020	53.04	13 606.50 \$	1 800.00 \$	65.25 \$

18/06/19



NTS sheet	Claim number	Range	Lot	Expiration date	Area (ha)	Work credits	Work necessary for renewal	Required fees for renewal
32N16	CDC-2219186	30	34	April 21, 2020	53.04	13 606.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219187	30	35	April 21, 2020	53.04	13 606.50 \$	1 800.00 \$	65.25 \$
33C01	CDC-2219188	1	31	April 21, 2020	53.03	13 606.50 \$	1 800.00 \$	151.00 \$
33C01	CDC-2219189	1	32	April 21, 2020	53.03	13 606.50 \$	1 800.00 \$	151.00 \$
33C01	CDC-2219190	1	33	April 21, 2020	53.03	13 606.50 \$	1 800.00 \$	151.00 \$
33C01	CDC-2219191	2	31	April 21, 2020	53.02	14 449.91 \$	1 800.00 \$	151.00 \$
33C01	CDC-2219192	2	32	April 21, 2020	53.02	14 456.72 \$	1 800.00 \$	151.00 \$
33C01	CDC-2219193	2	33	April 21, 2020	53.02	15 656.72 \$	1 800.00 \$	151.00 \$
33C01	CDC-2219194	3	31	April 21, 2020	53.01	15 656.72 \$	1 800.00 \$	151.00 \$
33C01	CDC-2219195	3	32	April 21, 2020	53.01	15 656.72 \$	1 800.00 \$	151.00 \$
33C01	CDC-2219196	3	33	April 21, 2020	53.01	15 656.72 \$	1 800.00 \$	151.00 \$
33C01	CDC-2219197	4	31	April 21, 2020	53.00	15 656.72 \$	1 800.00 \$	151.00 \$
33C01	CDC-2219198	4	32	April 21, 2020	53.00	15 656.72 \$	1 800.00 \$	151.00 \$
33C01	CDC-2219199	4	33	April 21, 2020	53.00	15 656.72 \$	1 800.00 \$	151.00 \$
33C01	CDC-2219200	5	31	April 21, 2020	52.99	15 656.72 \$	1 800.00 \$	151.00 \$
33C01	CDC-2219201	5	32	April 21, 2020	52.99	15 306.94 \$	1 800.00 \$	151.00 \$
33C01	CDC-2219202	5	33	April 21, 2020	52.99	15 656.72 \$	1 800.00 \$	151.00 \$
33C01	CDC-2219203	6	31	April 21, 2020	52.98	15 656.72 \$	1 800.00 \$	151.00 \$
33C01	CDC-2219204	6	32	April 21, 2020	52.98	15 656.72 \$	1 800.00 \$	151.00 \$
33C01	CDC-2219205	6	33	April 21, 2020	52.98	15 656.72 \$	1 800.00 \$	151.00 \$
32N16	CDC-2219853	18	23	April 22, 2020	53.16	13 354.22 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219854	18	28	April 22, 2020	53.16	12 507.33 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219855	18	29	April 22, 2020	53.16	13 354.22 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219856	18	30	April 22, 2020	53.16	13 354.22 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219857	19	29	April 22, 2020	53.15	13 354.22 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219858	21	23	April 22, 2020	53.13	12 574.22 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219859	22	23	April 22, 2020	53.12	12 574.22 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219860	23	23	April 22, 2020	53.11	13 354.22 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219861	23	24	April 22, 2020	53.11	13 354.22 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219862	24	23	April 22, 2020	53.10	13 074.22 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219863	25	46	April 22, 2020	53.09	13 354.22 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219864	25	47	April 22, 2020	53.09	13 354.22 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219865	25	48	April 22, 2020	53.09	13 354.22 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219866	25	49	April 22, 2020	53.09	13 354.22 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219867	25	50	April 22, 2020	53.09	13 354.22 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219868	25	51	April 22, 2020	53.09	13 354.22 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219869	25	52	April 22, 2020	53.09	13 354.22 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219870	26	24	April 22, 2020	53.08	12 856.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219871	27	23	April 22, 2020	53.07	12 856.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219872	27	24	April 22, 2020	53.07	12 856.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219873	28	23	April 22, 2020	53.06	12 574.22 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219874	28	24	April 22, 2020	53.06	12 574.22 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219875	28	25	April 22, 2020	53.06	12 436.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219876	29	23	April 22, 2020	53.05	13 354.22 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219877	29	24	April 22, 2020	53.05	12 974.22 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219878	29	25	April 22, 2020	53.05	12 649.66 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219879	30	22	April 22, 2020	53.04	13 354.22 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219880	30	23	April 22, 2020	53.04	13 354.22 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219881	30	24	April 22, 2020	53.04	13 354.22 \$	1 800.00 \$	65.25 \$
32N16	CDC-2219882	30	25	April 22, 2020	53.04	13 149.66 \$	1 800.00 \$	65.25 \$
32N16	CDC-2221268	25	19	April 25, 2020	53.09	13 354.22 \$	1 800.00 \$	65.25 \$
32N16	CDC-2221269	25	20	April 25, 2020	53.09	13 354.22 \$	1 800.00 \$	65.25 \$
32N16	CDC-2221270	26	14	April 25, 2020	53.08	13 354.22 \$	1 800.00 \$	65.25 \$
32N16	CDC-2221271	26	15	April 25, 2020	53.08	13 354.22 \$	1 800.00 \$	65.25 \$
32N16	CDC-2221272	26	16	April 25, 2020	53.08	13 354.22 \$	1 800.00 \$	65.25 \$
32N16	CDC-2221273	26	17	April 25, 2020	53.08	13 354.21 \$	1 800.00 \$	65.25 \$
32N16	CDC-2221274	26	18	April 25, 2020	53.08	13 354.21 \$	1 800.00 \$	65.25 \$
32N16	CDC-2221275	26	19	April 25, 2020	53.08	13 354.21 \$	1 800.00 \$	65.25 \$
32N16	CDC-2221276	26	20	April 25, 2020	53.08	13 354.21 \$	1 800.00 \$	65.25 \$
32N16	CDC-2221277	26	21	April 25, 2020	53.08	13 354.21 \$	1 800.00 \$	65.25 \$
32N16	CDC-2221278	27	14	April 25, 2020	53.07	13 354.21 \$	1 800.00 \$	65.25 \$
32N16	CDC-2221279	27	15	April 25, 2020	53.07	13 354.21 \$	1 800.00 \$	65.25 \$



Critical Elements Corporation (88153) 100 % (responsible)
Rose Lithium-Tantalum Property

NTS sheet	Claim number	Range	Lot	Expiration date	Area (ha)	Work credits	Work necessary for renewal	Required fees for renewal
32N16	CDC-2221280	27	16	April 25, 2020	53.07	13 354.21 \$	1 800.00 \$	65.25 \$
32N16	CDC-2221281	27	17	April 25, 2020	53.07	13 354.21 \$	1 800.00 \$	65.25 \$
32N16	CDC-2221282	27	18	April 25, 2020	53.07	13 354.21 \$	1 800.00 \$	65.25 \$
32N16	CDC-2221283	27	19	April 25, 2020	53.07	13 354.21 \$	1 800.00 \$	65.25 \$
32N16	CDC-2221284	28	15	April 25, 2020	53.06	13 354.21 \$	1 800.00 \$	65.25 \$
32N16	CDC-2221285	28	16	April 25, 2020	53.06	13 354.21 \$	1 800.00 \$	65.25 \$
32N16	CDC-2221286	28	17	April 25, 2020	53.06	13 354.21 \$	1 800.00 \$	65.25 \$
32N16	CDC-2221287	28	18	April 25, 2020	53.06	13 354.21 \$	1 800.00 \$	65.25 \$
32N16	CDC-2221288	28	22	April 25, 2020	53.06	13 354.21 \$	1 800.00 \$	65.25 \$
32N16	CDC-2221289	29	16	April 25, 2020	53.05	13 354.21 \$	1 800.00 \$	65.25 \$
32N16	CDC-2221290	29	17	April 25, 2020	53.05	13 354.21 \$	1 800.00 \$	65.25 \$
32N16	CDC-2221291	29	20	April 25, 2020	53.05	13 354.21 \$	1 800.00 \$	65.25 \$
32N16	CDC-2221292	29	21	April 25, 2020	53.05	13 354.21 \$	1 800.00 \$	65.25 \$
32N16	CDC-2221293	29	22	April 25, 2020	53.05	13 354.21 \$	1 800.00 \$	65.25 \$
32N16	CDC-2221294	30	19	April 25, 2020	53.04	13 354.21 \$	1 800.00 \$	65.25 \$
32N16	CDC-2221295	30	20	April 25, 2020	53.04	13 354.21 \$	1 800.00 \$	65.25 \$
32N16	CDC-2221296	30	21	April 25, 2020	53.04	13 354.21 \$	1 800.00 \$	65.25 \$
32N16	CDC-2234761	19	30	May 19, 2020	53.15	13 354.21 \$	1 800.00 \$	65.25 \$
32N16	CDC-2234762	20	29	May 19, 2020	53.14	12 436.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2234763	20	30	May 19, 2020	53.14	13 354.21 \$	1 800.00 \$	65.25 \$
32N16	CDC-2234764	21	29	May 19, 2020	53.13	12 574.21 \$	1 800.00 \$	65.25 \$
32N16	CDC-2234765	21	30	May 19, 2020	53.13	12 574.21 \$	1 800.00 \$	65.25 \$
32N16	CDC-2234766	24	24	May 19, 2020	53.10	12 574.21 \$	1 800.00 \$	65.25 \$
32N16	CDC-2234767	24	25	May 19, 2020	53.10	12 574.21 \$	1 800.00 \$	65.25 \$
32N16	CDC-2234768	25	23	May 19, 2020	53.09	12 574.21 \$	1 800.00 \$	65.25 \$
32N16	CDC-2234769	25	24	May 19, 2020	53.09	13 149.65 \$	1 800.00 \$	65.25 \$
32N16	CDC-2234770	26	23	May 19, 2020	53.08	12 574.21 \$	1 800.00 \$	65.25 \$
32N16	CDC-2235670	29	42	May 30, 2020	53.05	13 606.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2235671	29	44	May 30, 2020	53.05	13 606.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2235672	29	45	May 30, 2020	53.05	13 606.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2235673	30	42	May 30, 2020	53.04	13 606.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2235674	30	43	May 30, 2020	53.04	13 606.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2235675	30	44	May 30, 2020	53.04	13 606.50 \$	1 800.00 \$	65.25 \$
33C01	CDC-2235676	2	49	May 30, 2020	53.02	15 656.71 \$	1 800.00 \$	151.00 \$
33C01	CDC-2235677	3	48	May 30, 2020	53.01	15 656.71 \$	1 800.00 \$	151.00 \$
33C01	CDC-2235678	3	49	May 30, 2020	53.01	15 656.71 \$	1 800.00 \$	151.00 \$
32N16	CDC-2235679	22	27	May 30, 2020	53.12	13 354.21 \$	1 800.00 \$	65.25 \$
32N16	CDC-2235680	22	28	May 30, 2020	53.12	12 436.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2235681	22	29	May 30, 2020	53.12	12 436.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2235682	23	27	May 30, 2020	53.11	13 354.20 \$	1 800.00 \$	65.25 \$
32N16	CDC-2235683	29	43	May 30, 2020	53.05	13 606.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2446457	25	25	June 1, 2020	53.09	12 826.50 \$	1 200.00 \$	65.25 \$
32N16	CDC-2446458	25	26	June 1, 2020	53.09	12 826.50 \$	1 200.00 \$	65.25 \$
32N16	CDC-2446459	26	25	June 1, 2020	53.08	12 826.50 \$	1 200.00 \$	65.25 \$
32N16	CDC-2446460	26	26	June 1, 2020	53.08	12 826.50 \$	1 200.00 \$	65.25 \$
32N16	CDC-2446461	26	27	June 1, 2020	53.08	12 826.50 \$	1 200.00 \$	65.25 \$
32N16	CDC-2446462	27	25	June 1, 2020	53.07	12 826.50 \$	1 200.00 \$	65.25 \$
32N16	CDC-2446463	27	26	June 1, 2020	53.07	12 826.50 \$	1 200.00 \$	65.25 \$
32N16	CDC-2446464	27	27	June 1, 2020	53.07	12 826.50 \$	1 200.00 \$	65.25 \$
32N16	CDC-2446465	27	28	June 1, 2020	53.07	12 826.50 \$	1 200.00 \$	65.25 \$
32N16	CDC-2446466	27	29	June 1, 2020	53.07	12 826.50 \$	1 200.00 \$	65.25 \$
32N16	CDC-2446467	27	36	June 1, 2020	53.07	12 826.50 \$	1 200.00 \$	65.25 \$
32N16	CDC-2446468	27	37	June 1, 2020	53.07	12 826.50 \$	1 200.00 \$	65.25 \$
32N16	CDC-2446469	28	26	June 1, 2020	53.06	12 826.50 \$	1 200.00 \$	65.25 \$
32N16	CDC-2446470	28	27	June 1, 2020	53.06	12 826.50 \$	1 200.00 \$	65.25 \$
32N16	CDC-2446471	28	28	June 1, 2020	53.06	12 826.50 \$	1 200.00 \$	65.25 \$
32N16	CDC-2446472	28	29	June 1, 2020	53.06	12 826.50 \$	1 200.00 \$	65.25 \$
32N16	CDC-2446473	29	26	June 1, 2020	53.05	12 826.50 \$	1 200.00 \$	65.25 \$
32N16	CDC-2446474	29	27	June 1, 2020	53.05	12 826.50 \$	1 200.00 \$	65.25 \$
32N16	CDC-2446475	29	28	June 1, 2020	53.05	12 826.50 \$	1 200.00 \$	65.25 \$
32N16	CDC-2446476	29	29	June 1, 2020	53.05	12 826.50 \$	1 200.00 \$	65.25 \$
32N16	CDC-2446477	30	26	June 1, 2020	53.04	12 826.50 \$	1 200.00 \$	65.25 \$

18/06/19



NTS sheet	Claim number	Range	Lot	Expiration date	Area (ha)	Work credits	Work necessary for renewal	Required fees for renewal
32N16	CDC-2446478	30	27	June 1, 2020	53.04	12 826.50 \$	1 200.00 \$	65.25 \$
32N16	CDC-2446479	30	28	June 1, 2020	53.04	12 826.50 \$	1 200.00 \$	65.25 \$
32N16	CDC-2446480	30	29	June 1, 2020	53.04	12 826.50 \$	1 200.00 \$	65.25 \$
33C01	CDC-2446521	1	30	June 1, 2020	53.03	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446522	2	30	June 1, 2020	53.02	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446523	3	30	June 1, 2020	53.01	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446524	4	30	June 1, 2020	53.00	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446525	5	30	June 1, 2020	52.99	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446526	6	30	June 1, 2020	52.98	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446527	7	30	June 1, 2020	52.97	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446528	7	31	June 1, 2020	52.97	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446529	7	32	June 1, 2020	52.97	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446530	7	33	June 1, 2020	52.97	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446531	8	30	June 1, 2020	52.96	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446532	8	31	June 1, 2020	52.96	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446533	8	32	June 1, 2020	52.96	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446534	8	33	June 1, 2020	52.96	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446535	8	34	June 1, 2020	52.96	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446536	9	30	June 1, 2020	52.95	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446537	9	31	June 1, 2020	52.95	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446538	9	32	June 1, 2020	52.95	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446539	9	33	June 1, 2020	52.95	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446540	9	34	June 1, 2020	52.95	13 518.75 \$	450.00 \$	151.00 \$
32N16	CDC-2446603	25	14	June 1, 2020	53.09	12 826.50 \$	1 200.00 \$	65.25 \$
32N16	CDC-2446604	25	15	June 1, 2020	53.09	12 826.50 \$	1 200.00 \$	65.25 \$
32N16	CDC-2446605	25	16	June 1, 2020	53.09	12 826.50 \$	1 200.00 \$	65.25 \$
32N16	CDC-2446606	25	17	June 1, 2020	53.09	12 826.50 \$	1 200.00 \$	65.25 \$
32N16	CDC-2446607	25	18	June 1, 2020	53.09	12 826.50 \$	1 200.00 \$	65.25 \$
32N16	CDC-2446608	25	21	June 1, 2020	53.09	12 826.50 \$	1 200.00 \$	65.25 \$
32N16	CDC-2446609	25	22	June 1, 2020	53.09	12 826.50 \$	1 200.00 \$	65.25 \$
32N16	CDC-2446610	26	22	June 1, 2020	53.08	12 826.50 \$	1 200.00 \$	65.25 \$
32N16	CDC-2446611	28	14	June 1, 2020	53.06	12 826.50 \$	1 200.00 \$	65.25 \$
32N16	CDC-2446612	29	14	June 1, 2020	53.05	12 826.50 \$	1 200.00 \$	65.25 \$
32N16	CDC-2446613	29	15	June 1, 2020	53.05	12 826.50 \$	1 200.00 \$	65.25 \$
32N16	CDC-2446614	30	14	June 1, 2020	53.04	12 826.50 \$	1 200.00 \$	65.25 \$
32N16	CDC-2446615	30	15	June 1, 2020	53.04	12 826.50 \$	1 200.00 \$	65.25 \$
33C01	CDC-2446616	1	25	June 1, 2020	53.03	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446617	1	26	June 1, 2020	53.03	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446618	1	27	June 1, 2020	53.03	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446619	1	28	June 1, 2020	53.03	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446620	1	29	June 1, 2020	53.03	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446621	2	25	June 1, 2020	53.02	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446622	2	26	June 1, 2020	53.02	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446623	2	27	June 1, 2020	53.02	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446624	2	28	June 1, 2020	53.02	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446625	2	29	June 1, 2020	53.02	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446626	3	25	June 1, 2020	53.01	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446627	3	26	June 1, 2020	53.01	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446628	3	27	June 1, 2020	53.01	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446629	3	28	June 1, 2020	53.01	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446630	3	29	June 1, 2020	53.01	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446631	4	25	June 1, 2020	53.00	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446632	4	26	June 1, 2020	53.00	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446633	4	27	June 1, 2020	53.00	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446634	4	28	June 1, 2020	53.00	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446635	4	29	June 1, 2020	53.00	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446636	5	26	June 1, 2020	52.99	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446637	5	27	June 1, 2020	52.99	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446638	5	28	June 1, 2020	52.99	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446639	5	29	June 1, 2020	52.99	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446640	6	26	June 1, 2020	52.98	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446641	6	27	June 1, 2020	52.98	13 518.75 \$	450.00 \$	151.00 \$



Critical Elements Corporation (88153) 100 % (responsible)
Rose Lithium-Tantalum Property

NTS sheet	Claim number	Range	Lot	Expiration date	Area (ha)	Work credits	Work necessary for renewal	Required fees for renewal
33C01	CDC-2446642	6	28	June 1, 2020	52.98	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446643	6	29	June 1, 2020	52.98	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446644	7	26	June 1, 2020	52.97	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446645	7	27	June 1, 2020	52.97	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446646	7	28	June 1, 2020	52.97	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446647	7	29	June 1, 2020	52.97	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446648	8	26	June 1, 2020	52.96	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446649	8	27	June 1, 2020	52.96	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446650	8	28	June 1, 2020	52.96	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446651	8	29	June 1, 2020	52.96	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446652	9	26	June 1, 2020	52.95	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446653	9	27	June 1, 2020	52.95	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446654	9	28	June 1, 2020	52.95	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446655	9	29	June 1, 2020	52.95	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446899	1	21	June 1, 2020	53.03	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446900	1	22	June 1, 2020	53.03	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446901	1	23	June 1, 2020	53.03	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446902	1	24	June 1, 2020	53.03	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446903	2	21	June 1, 2020	53.02	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446904	2	22	June 1, 2020	53.02	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446905	2	23	June 1, 2020	53.02	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446906	2	24	June 1, 2020	53.02	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446907	3	21	June 1, 2020	53.01	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446908	3	22	June 1, 2020	53.01	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446909	3	23	June 1, 2020	53.01	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446910	3	24	June 1, 2020	53.01	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446911	4	21	June 1, 2020	53.00	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446912	4	22	June 1, 2020	53.00	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446913	4	23	June 1, 2020	53.00	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446914	4	24	June 1, 2020	53.00	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446915	5	21	June 1, 2020	52.99	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446916	5	22	June 1, 2020	52.99	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446917	5	23	June 1, 2020	52.99	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446918	5	24	June 1, 2020	52.99	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446919	5	25	June 1, 2020	52.99	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446920	6	21	June 1, 2020	52.98	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446921	6	22	June 1, 2020	52.98	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446922	6	23	June 1, 2020	52.98	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446923	6	24	June 1, 2020	52.98	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446924	6	25	June 1, 2020	52.98	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446925	7	21	June 1, 2020	52.97	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446926	7	22	June 1, 2020	52.97	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446927	7	23	June 1, 2020	52.97	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446928	7	24	June 1, 2020	52.97	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446929	7	25	June 1, 2020	52.97	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446930	8	21	June 1, 2020	52.96	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446931	8	22	June 1, 2020	52.96	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446932	8	23	June 1, 2020	52.96	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446933	8	24	June 1, 2020	52.96	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446934	8	25	June 1, 2020	52.96	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446935	9	22	June 1, 2020	52.95	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446936	9	23	June 1, 2020	52.95	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446937	9	24	June 1, 2020	52.95	13 518.75 \$	450.00 \$	151.00 \$
33C01	CDC-2446938	9	25	June 1, 2020	52.95	13 519.58 \$	450.00 \$	151.00 \$
32N16	CDC-2236704	27	20	June 3, 2020	53.07	13 354.20 \$	1 800.00 \$	65.25 \$
32N16	CDC-2236705	27	21	June 3, 2020	53.07	13 354.20 \$	1 800.00 \$	65.25 \$
32N16	CDC-2236706	27	22	June 3, 2020	53.07	12 574.20 \$	1 800.00 \$	65.25 \$
32N16	CDC-2236707	28	19	June 3, 2020	53.06	13 354.20 \$	1 800.00 \$	65.25 \$
32N16	CDC-2236708	28	20	June 3, 2020	53.06	13 354.20 \$	1 800.00 \$	65.25 \$
32N16	CDC-2236709	28	21	June 3, 2020	53.06	13 354.20 \$	1 800.00 \$	65.25 \$
32N16	CDC-2236710	29	18	June 3, 2020	53.05	13 354.20 \$	1 800.00 \$	65.25 \$
32N16	CDC-2236711	29	19	June 3, 2020	53.05	13 354.20 \$	1 800.00 \$	65.25 \$

18/06/19



Critical Elements Corporation (88153) 100 % (responsible)
Rose Lithium-Tantalum Property

NTS sheet	Claim number	Range	Lot	Expiration date	Area (ha)	Work credits	Work necessary for renewal	Required fees for renewal
32N16	CDC-2236712	30	16	June 3, 2020	53.04	13 354.20 \$	1 800.00 \$	65.25 \$
32N16	CDC-2236713	30	17	June 3, 2020	53.04	13 354.20 \$	1 800.00 \$	65.25 \$
32N16	CDC-2236714	30	18	June 3, 2020	53.04	13 354.20 \$	1 800.00 \$	65.25 \$
32N16	CDC-2242441	28	43	July 26, 2020	53.06	12 436.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2242442	28	44	July 26, 2020	53.06	12 436.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2242443	28	45	July 26, 2020	53.06	12 436.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2244690	21	28	August 4, 2020	53.13	12 436.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2244691	23	26	August 4, 2020	53.11	12 436.50 \$	1 800.00 \$	65.25 \$
33C01	CDC-2244692	2	50	August 4, 2020	53.02	15 656.70 \$	1 800.00 \$	151.00 \$
32N16	CDC-2360910	24	26	August 16, 2020	53.10	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360911	24	27	August 16, 2020	53.10	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360912	24	28	August 16, 2020	53.10	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360913	24	29	August 16, 2020	53.10	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360914	24	30	August 16, 2020	53.10	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360915	24	31	August 16, 2020	53.10	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360916	25	27	August 16, 2020	53.09	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360917	25	28	August 16, 2020	53.09	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360918	25	29	August 16, 2020	53.09	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360919	25	30	August 16, 2020	53.09	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360920	25	31	August 16, 2020	53.09	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360921	25	32	August 16, 2020	53.09	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360922	25	33	August 16, 2020	53.09	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360923	26	28	August 16, 2020	53.08	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360924	26	29	August 16, 2020	53.08	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360925	26	30	August 16, 2020	53.08	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360926	26	31	August 16, 2020	53.08	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360927	26	32	August 16, 2020	53.08	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360928	26	33	August 16, 2020	53.08	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360929	27	30	August 16, 2020	53.07	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360930	27	31	August 16, 2020	53.07	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360931	27	32	August 16, 2020	53.07	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360932	27	33	August 16, 2020	53.07	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360933	27	34	August 16, 2020	53.07	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360934	27	35	August 16, 2020	53.07	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360935	28	31	August 16, 2020	53.06	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360936	28	32	August 16, 2020	53.06	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360937	28	33	August 16, 2020	53.06	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360938	28	34	August 16, 2020	53.06	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360939	28	35	August 16, 2020	53.06	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360940	28	36	August 16, 2020	53.06	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360941	29	33	August 16, 2020	53.05	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360942	29	34	August 16, 2020	53.05	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360943	29	35	August 16, 2020	53.05	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360944	29	36	August 16, 2020	53.05	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360945	29	37	August 16, 2020	53.05	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360946	29	38	August 16, 2020	53.05	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360947	30	36	August 16, 2020	53.04	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360948	30	37	August 16, 2020	53.04	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360949	30	38	August 16, 2020	53.04	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360950	30	39	August 16, 2020	53.04	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360951	30	40	August 16, 2020	53.04	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2360952	30	41	August 16, 2020	53.04	12 826.50 \$	1 800.00 \$	65.25 \$
32N16	CDC-2248769	29	52	September 2, 2020	51.73	13 354.20 \$	1 800.00 \$	65.25 \$
33C01	CDC-2251858	5	49	September 28, 2020	52.99	15 656.70 \$	1 800.00 \$	151.00 \$
33C01	CDC-2251859	1	43	September 28, 2020	20.12	15 967.12 \$	640.00 \$	33.25 \$
33C01	CDC-2251860	1	44	September 28, 2020	13.27	16 976.20 \$	640.00 \$	33.25 \$
33C01	CDC-2251861	1	45	September 28, 2020	13.90	16 976.20 \$	640.00 \$	33.25 \$
33C01	CDC-2251862	1	46	September 28, 2020	14.53	16 219.38 \$	640.00 \$	33.25 \$
33C01	CDC-2251863	1	47	September 28, 2020	37.65	15 201.90 \$	1 600.00 \$	120.00 \$
33C01	CDC-2251864	2	43	September 28, 2020	8.82	16 976.20 \$	640.00 \$	33.25 \$
33C01	CDC-2251865	2	47	September 28, 2020	32.93	15 884.20 \$	1 600.00 \$	120.00 \$
33C01	CDC-2251866	3	43	September 28, 2020	13.43	16 976.20 \$	640.00 \$	33.25 \$

18/06/19



Critical Elements Corporation (88153) 100 % (responsible)
Rose Lithium-Tantalum Property

NTS sheet	Claim number	Range	Lot	Expiration date	Area (ha)	Work credits	Work necessary for renewal	Required fees for renewal
33C01	CDC-2251867	3	44	September 28, 2020	6.01	16 976.20 \$	640.00 \$	33.25 \$
33C01	CDC-2251868	3	45	September 28, 2020	5.39	16 976.20 \$	640.00 \$	33.25 \$
33C01	CDC-2251869	3	46	September 28, 2020	4.78	16 976.20 \$	640.00 \$	33.25 \$
33C01	CDC-2251870	3	47	September 28, 2020	35.95	15 884.20 \$	1 600.00 \$	120.00 \$
33C01	CDC-2188276	2	39	September 13, 2021	53.02	11 826.96 \$	1 800.00 \$	151.00 \$
33C01	CDC-2188277	2	40	September 13, 2021	53.02	794 298.62 \$	1 800.00 \$	151.00 \$
33C01	CDC-2188278	3	39	September 13, 2021	53.01	12 896.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2188279	3	40	September 13, 2021	53.01	161 077.32 \$	1 800.00 \$	151.00 \$
33C01	CDC-2188280	5	44	September 13, 2021	52.99	31 695.67 \$	1 800.00 \$	151.00 \$
33C01	CDC-2188281	5	45	September 13, 2021	52.99	85 089.59 \$	1 800.00 \$	151.00 \$
33C01	CDC-2188282	5	46	September 13, 2021	52.99	98 404.94 \$	1 800.00 \$	151.00 \$
33C01	CDC-2188283	6	44	September 13, 2021	52.98	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2188284	6	45	September 13, 2021	52.98	1 064 331.80 \$	1 800.00 \$	151.00 \$
33C01	CDC-2188285	6	46	September 13, 2021	52.98	55 897.92 \$	1 800.00 \$	151.00 \$
33C01	CDC-2188286	7	44	September 13, 2021	52.97	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2188287	7	45	September 13, 2021	52.97	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2188288	7	46	September 13, 2021	52.97	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193368	4	36	November 3, 2021	53.00	13 346.95 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193369	7	40	November 3, 2021	52.97	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193370	7	41	November 3, 2021	52.97	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193605	1	39	November 4, 2021	53.03	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193606	1	40	November 4, 2021	53.03	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193607	4	37	November 4, 2021	53.00	12 896.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193608	4	38	November 4, 2021	53.00	12 896.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193609	4	39	November 4, 2021	53.00	12 896.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193610	4	40	November 4, 2021	53.00	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193611	4	41	November 4, 2021	53.00	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193612	4	42	November 4, 2021	53.00	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193613	4	43	November 4, 2021	53.00	60 465.59 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193614	4	44	November 4, 2021	53.00	198 973.78 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193615	4	45	November 4, 2021	53.00	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193616	4	46	November 4, 2021	53.00	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193617	5	35	November 4, 2021	52.99	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193618	5	36	November 4, 2021	52.99	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193619	5	37	November 4, 2021	52.99	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193620	5	38	November 4, 2021	52.99	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193621	5	39	November 4, 2021	52.99	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193622	5	40	November 4, 2021	52.99	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193623	5	41	November 4, 2021	52.99	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193624	5	42	November 4, 2021	52.99	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193625	6	34	November 4, 2021	52.98	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193626	6	35	November 4, 2021	52.98	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193627	6	36	November 4, 2021	52.98	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193628	6	37	November 4, 2021	52.98	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193629	6	38	November 4, 2021	52.98	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193630	6	39	November 4, 2021	52.98	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193631	6	40	November 4, 2021	52.98	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193632	6	41	November 4, 2021	52.98	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193633	6	42	November 4, 2021	52.98	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193634	7	34	November 4, 2021	52.97	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193635	7	35	November 4, 2021	52.97	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193636	7	36	November 4, 2021	52.97	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193637	7	37	November 4, 2021	52.97	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193638	7	38	November 4, 2021	52.97	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193639	7	39	November 4, 2021	52.97	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193640	7	42	November 4, 2021	52.97	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193641	7	43	November 4, 2021	52.97	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193642	8	42	November 4, 2021	52.96	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193643	8	43	November 4, 2021	52.96	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193644	8	44	November 4, 2021	52.96	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193645	1	34	November 4, 2021	53.03	12 116.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193646	1	35	November 4, 2021	53.03	12 116.73 \$	1 800.00 \$	151.00 \$

18/06/19

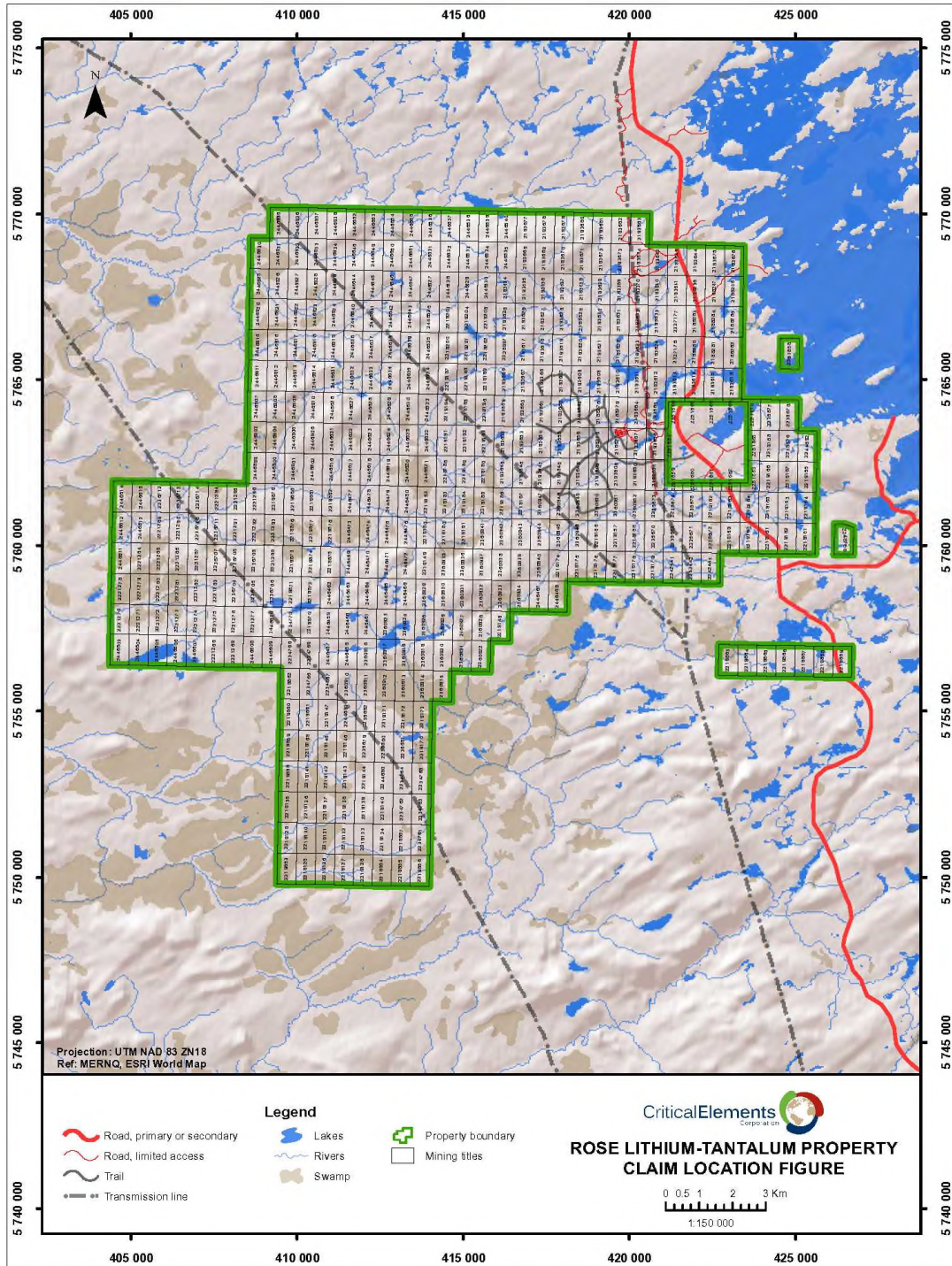


Critical Elements Corporation (88153) 100 % (responsible)
Rose Lithium-Tantalum Property

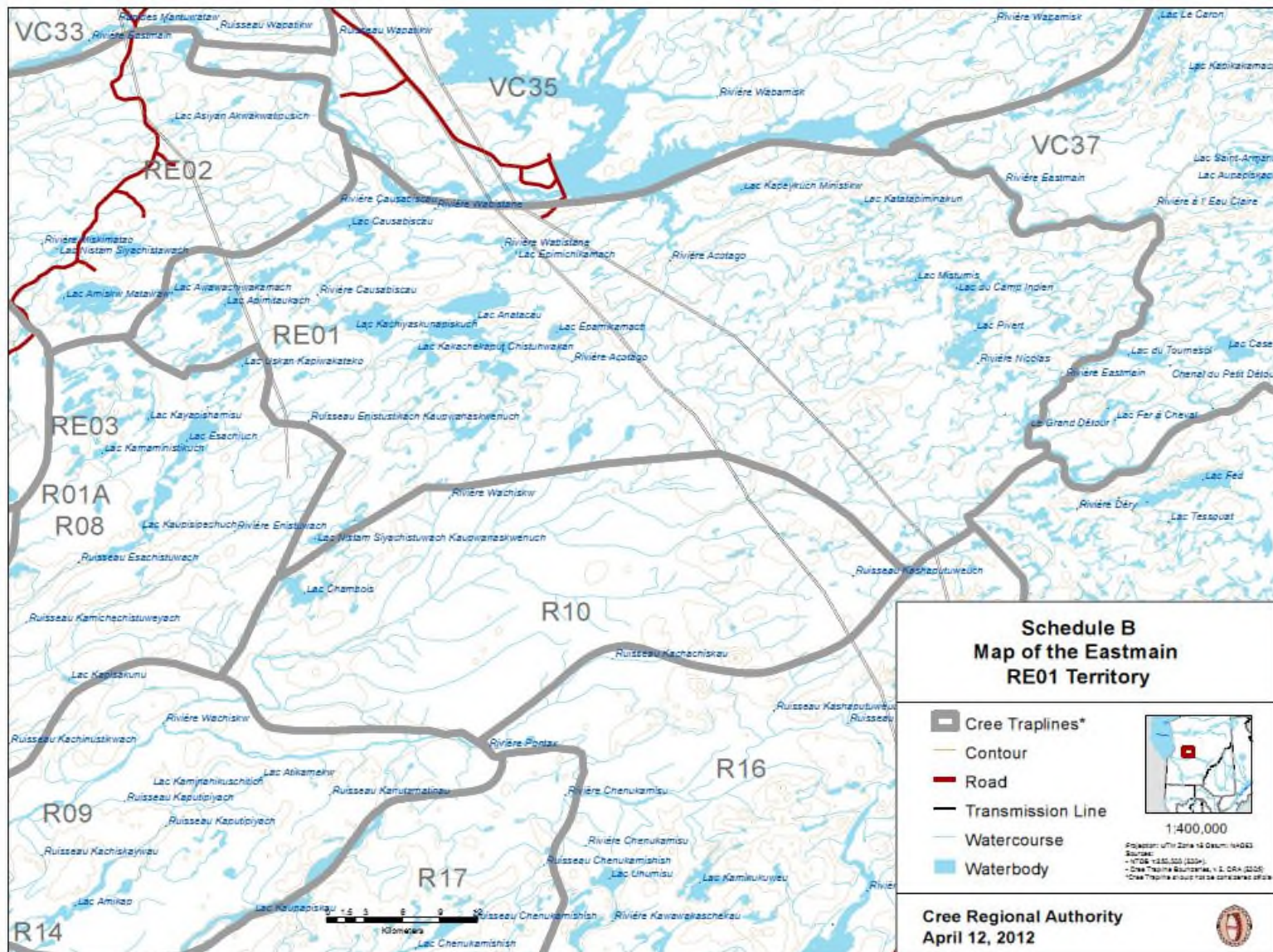
NTS sheet	Claim number	Range	Lot	Expiration date	Area (ha)	Work credits	Work necessary for renewal	Required fees for renewal
33C01	CDC-2193647	1	36	November 4, 2021	53.03	12 116.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193648	1	37	November 4, 2021	53.03	12 116.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193649	1	38	November 4, 2021	53.03	12 116.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193650	1	41	November 4, 2021	53.03	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193651	1	42	November 4, 2021	53.03	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193652	2	34	November 4, 2021	53.02	12 926.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193653	2	35	November 4, 2021	53.02	12 926.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193654	2	36	November 4, 2021	53.02	12 926.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193655	2	37	November 4, 2021	53.02	12 926.72 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193656	2	38	November 4, 2021	53.02	12 926.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193657	2	41	November 4, 2021	53.02	556 883.01 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193658	2	42	November 4, 2021	53.02	110 103.70 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193659	3	34	November 4, 2021	53.01	12 896.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193660	3	35	November 4, 2021	53.01	12 896.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193661	3	36	November 4, 2021	53.01	12 896.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193662	3	37	November 4, 2021	53.01	12 896.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193663	3	38	November 4, 2021	53.01	12 896.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193664	3	41	November 4, 2021	53.01	472 158.35 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193665	3	42	November 4, 2021	53.01	501 413.48 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193666	4	34	November 4, 2021	53.00	12 896.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193667	4	35	November 4, 2021	53.00	12 896.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193668	8	35	November 4, 2021	52.96	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193669	8	36	November 4, 2021	52.96	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193670	8	37	November 4, 2021	52.96	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193671	8	38	November 4, 2021	52.96	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193672	8	39	November 4, 2021	52.96	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193673	8	40	November 4, 2021	52.96	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193674	8	41	November 4, 2021	52.96	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193675	8	45	November 4, 2021	52.96	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193676	8	46	November 4, 2021	52.96	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193677	9	35	November 4, 2021	52.95	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193678	9	36	November 4, 2021	52.95	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193679	9	37	November 4, 2021	52.95	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193680	9	38	November 4, 2021	52.95	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193681	9	39	November 4, 2021	52.95	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193682	9	40	November 4, 2021	52.95	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2193683	9	41	November 4, 2021	52.95	13 676.73 \$	1 800.00 \$	151.00 \$
33C01	CDC-2327176	5	43	December 5, 2021	52.99	15 184.20 \$	1 800.00 \$	151.00 \$
33C01	CDC-2327177	6	43	December 5, 2021	52.98	15 184.20 \$	1 800.00 \$	151.00 \$
33C01	CDC-2328997	5	34	December 18, 2021	52.99	15 184.20 \$	1 800.00 \$	151.00 \$
473 claims					24 654.81	10 378 801.02 \$	683 160.00 \$	50 033.25 \$

18/06/19

SCHEDULE 1.1.1B MAP OF CLAIMS AREA



**SCHEDULE 1.1.1C
EASTMAIN RE01 TERRITORY**



**SCHEDULE 1.1.1D
EASTMAIN RE01 FAMILY**

[REDACTED FOR SEDAR]

[Personal Information]

SCHEDULE 3.1.1
PRELIMINARY SUMMARY DESCRIPTION OF THE PROJECT

[See attached - Extract of *Rose Lithium-Tantalum Project - Feasibility Study - NI 43-101 Technical Report* (Project No.: 161-14801-00_RPT-01_R1) dated November 29, 2017, prepared by WSP Canada Inc. for the account of Critical Elements.]

CRITICAL ELEMENTS CORPORATION

ROSE LITHIUM-TANTALUM PROJECT
FEASIBILITY STUDY NI 43 101 TECHNICAL
REPORT

NOVEMBER 29, 2017



1 SUMMARY

1.1 GEOLOGY SETTING AND MINERALIZATION

The Rose Property (the Property) is located in the southern portion of the Middle and Lower Eastmain Greenstone Belt (MLEGB). Although the MLEGB shows a wide variety of rock types, most of the Property is underlain by intrusive lithologies. These are mainly syntectonic (2,710 to 2,697 Ma), with lesser volumes of late to post-tectonic intrusions (<2,697 Ma).

Gabbros, pyroxenites, and diorites cut across the Property geology. Pegmatites occur as irregular but generally continuous lenses within biotite schists. Historical work in the 1960s by the Ministère des Ressources naturelles du Québec (MRNQ), now the Ministère de l'Énergie et des Ressources naturelles (MERN), followed by additional regional-scale government work, uncovered four showings on the Property, two of which (Rose and Pivert) were have been examined more closely by the issuer. Both are showings of lithium and rare-element mineralization in pegmatites.

Other rock types, including gneiss, dacite, quartzite and conglomerate, have also been reported. Lithologies are generally well foliated with a SE orientation, except for the more massive and unfoliated granites and pegmatites.

Mineralization recognized to date on the Property includes rare-element LCT-type pegmatites and molybdenum occurrences

Critical Elements started drilling the Property in late 2009. This report considers 255 holes drilled by the company for a total of 29,135.50 m. Of those 255 holes, 202 (totalling 25,200.90 m) were included in the current resource estimate.

1.2 MINERAL RESOURCE ESTIMATE

The 2017 Rose Deposit Mineral Resource Estimate presented in this report (the 2017 MRE) was prepared by Pierre Luc Richard, P.Geo., M.Sc., using all available information. The 2017 MRE was prepared as part of a mandate assigned by Critical Elements in 2016.

The 2017 main resource area measures 1,600 m along strike, 1,300 m wide and 300 m deep. The resource estimate is based on a compilation of all recent diamond drillholes and wireframed mineralized zones largely inspired by previous work. The final model was constructed by InnovExplo. The result of this study is a single Mineral Resource Estimate for 23 mineralized zones. The estimate includes Indicated and Inferred resources for open pit and underground scenarios. The effective date of the resource estimate is August 29, 2017, based on compilation status.

Mineral Resources were compiled using a minimum NSR cut-off of CAN\$110 for the underground potential and CAN\$30 for the open-pit potential. Parameters used to determine such cut-offs are presented in the report. The NSR cut-offs must be re-evaluated continually according to prevailing market conditions and other factors, such as lithium and tantalum prices, exchange rate, mining method, related costs, etc.

Table 1.1 displays the results of the in situ Mineral Resource Estimate for the Project at the official \$30 NSR cut-off for the open-pit scenario and at the official \$110 NSR cut-off for the underground scenario.

Table 1.1 Project Mineral Resource Estimate

	Category	Tonnage (Mt)	NSR (\$)	Li ₂ O _{eq} (%)	Li ₂ O (%)	Ta ₂ O ₅ (ppm)
Indicated	Pit-constrained	30,0	161	1.04	0.93	150
	Underground	1,9	159	1.02	0.94	114
	Total Indicated	31,9	161	1.04	0.93	148
Inferred	Pit-constrained	2.0	137	0.90	0.79	153
	Underground	0.8	149	0.96	0.88	126
	Total Inferred	2,8	141	0.92	0.82	145

Notes:

- \$30 NSR Cut-Off for the Open-Pit Scenario and at \$110 NSR Cut-Off for the Underground Scenario.
- Given the density of the processed data, the search ellipse criteria, the drillhole density, and the specific interpolation parameters, InnovExplo is of the opinion that the current mineral resource estimate can be classified as Indicated and Inferred resources. The estimate was prepared in accordance with CIM's standards and guidelines for reporting mineral resources and reserves.
- The independent and qualified person for the Mineral Resource Estimate, as defined by NI 43-101, is Pierre-Luc Richard, P.Geo., M.Sc., of InnovExplo Inc. The effective date of the estimate is August 29, 2017.
- These Mineral Resources are not Mineral Reserves as they do not have demonstrated economic viability.
- The model includes 23 mineralized zones.
- Results are presented in situ and undiluted.
- Sensitivity was assessed using cut-off NSR values for \$5-10 increments from \$20 to \$150. The official resource is reported at a cut-off of \$30 NSR for the open-pit and \$110 NSR for the underground potential, based on market conditions. Cut-offs must be re-evaluated in light of prevailing market conditions (metal price, exchange rate and mining cost).
- A range of densities was used on a per-zone basis based on statistical analysis of all available data.
- A minimum true thickness of 2.0 m was applied, using the grade of the adjacent material when assayed or a value of zero when not assayed.
- High-grade capping was done on raw assay data based on the statistical analyses of individual mineralized zones.
- Compositing was done on drillhole intercepts falling within mineralized zones (composite lengths range from 1.5 m to 3 m in order to adequately distribute the tails).
- Resources were evaluated from drillholes using a 2-pass OK interpolation method in a block model (block size = 5 m x 5 m x 5 m).
- The Inferred category is only defined within the areas where blocks were interpolated during Pass 1 or Pass 2 where continuity is sufficient to avoid isolated blocks being interpolated by only one drillhole. The Indicated category is defined only by blocks interpolated by a minimum of two drillholes in areas where the maximum distance to the closest drillhole composite is less than 40 m for blocks interpolated in Pass 1.
- Ounce (troy) = tonnes x grade / 31.10348. Calculations used metric units (metres, tonnes and ppm).
- The number of metric tons was rounded to the nearest hundred. Any discrepancies in the totals are due to rounding effects. Rounding followed the recommendations in NI 43-101.
- InnovExplo is not aware of any known environmental, permitting, legal, title-related, taxation, socio-political, marketing, or other relevant issue that could materially affect the Mineral Resource Estimate.

1.3 MINERAL PROCESSING AND METALLURGICAL TESTING

Metallurgical test work performed at SGS Lakefield was used to define design criteria for the spodumene plant. Bench scale metallurgical test work was performed on outcrop and drillcore samples having lithium grades from 1.0% Li₂O (bench scale test work) to 1.45% Li₂O (pilot scale test work). Variability drillcore composites tested had head grades; 0.99% Li₂O to 2.15% Li₂O except for one composite (PEG2) with 0.80% Li₂O that did not produce acceptable grade-recovery due to the presence of higher levels of amphiboles and pyroxenes in the ore.

Metallurgical test work on nine representative drillcore composites having a lithium head grade varying between 0.50% Li₂O and 1.70% Li₂O was conducted at SGS laboratory to investigate its effect on grade/recovery. Results show that a head grade of 0.85% Li₂O could produce a chemical grade lithium concentrate of 5.0% Li₂O with a recovery over 90% or a technical grade lithium concentrate of 6.0% Li₂O with a recovery over 87%.

Tantalum upgrading test work at SGS Lakefield shows that tantalum grading 2.0% Ta₂O₅ recovered by magnetic separation could be upgraded to 20% Ta₂O₅ by gravity separation.

The proposed flowsheet is comprised of conventional three-stage crushing and single-stage grinding followed by magnetic separation for the recovery of tantalum, mica flotation, and spodumene flotation.

Settling and filtration tests were performed by rewetting the combined dry tailings from the production tests to obtain design criteria for sizing thickener and filtration equipment. Dry spodumene concentrate available from previous test work was used to perform settling and filtration tests to generate design criteria for sizing spodumene concentrate dewatering circuit.

1.4 MINING

1.4.1 MINERAL RESERVE ESTIMATE

The Mineral Reserves estimate (Table 1.2) for the Project was prepared by Mr. Patrick Frenette, P.Eng, an employee of InnovExplo Inc. and is effective as of August 4, 2017. The Mineral Reserves estimate stated herein is consistent with the CIM Standards on Mineral Resources and Mineral Reserves and is suitable for public reporting. As such, the Mineral Reserves are based on Measured and Indicated Resources, and do not include any Inferred Resources. Measured and Indicated Resources are inclusive of Proven and Probable Reserves.

The Feasibility Study (FS) Life-of-Mine plans and Mineral Reserves estimate were developed from the geological block model prepared by InnovExplo, with the exception that a constant mill recovery is used. The effects of using a constant recovery were found to not materially affect the results of the FS. As of the date of this report, the QP has not identified any risks, legal, political, or environmental, that would materially affect potential development of the Mineral Reserves.

Table 1.2 Mineral Reserve Estimate

Category	Tonnage (Mt)	NSR (\$)	Li ₂ O _{eq} (%)	Li ₂ O (%)	Ta ₂ O ₅ (ppm)
Probable	26.8	148.99	0.96	0.85	133
Total	26.8	148.99	0.96	0.85	133

- The Independent and Qualified Person for the Mineral Reserve Estimate, as defined by NI 43-101, is Patrick Frenette, P.Eng, M.Sc.A, of InnovExplo Inc.
- The effective date of the Mineral Reserves estimate is August 4, 2017.
- The reserve estimate is based on the current resource estimate with the exception of a constant recovery of 85% Li₂O. Metal prices are set at US\$15,000/t Li₂O and US\$130\$/kg Ta₂O₅ using an exchange rate of 1.25 CAN\$:US\$. Metallurgical recoveries set constant at 85% for Li₂O and 64% for Ta₂O₅. The cut-off NSR value of CAN\$29.70/t.
- The reserve estimate includes 12.3% dilution and 5% ore loss.
- The model includes 20 mineralized zones, of which 17 are included in the mining plan.
- Calculations used metric units (metres, tonnes and ppm).
- The number of metric tons was rounded to the nearest hundred thousand. Any discrepancies in the totals are due to rounding effects. Rounding followed the recommendations in NI 43-101.
- InnovExplo is not aware of any known environmental, permitting, legal, title-related, taxation, socio-political, marketing or other relevant issue that could materially affect the Mineral Reserve Estimate.

1.4.2 MINING METHODS

The Rose deposit is made of stacked mineralized lenses oriented N296° with an average dip of 15° to the northeast (varying locally between 5° and 25°). The orebody is relatively flat and close to the surface, so the FS is based entirely on an open pit operation.

A conventional truck and shovel mining method is proposed to mine 220.2 Mt of material over the mine life, comprising 26.8 Mt of ore, 182.4 Mt of waste and 11.0 Mt of overburden, for an average stripping ratio of 7.2:1. This FS is based on a milling capacity of 1,610,000 tonnes per year. To achieve these milling production targets, the yearly mining production rate will vary accordingly between 12 and 16 Mt of rock material and decrease towards the end of the mine life. All overburden material will be mined by a contractor. The open pit mining schedule resulted in a LOM of approximately 19 years, starting with 19 months of pre-production, just over 16 years of production, and ending with 5 months of stockpile processing. The mine plan includes four different phases to delay overburden removal, to keep the ore extraction rate relatively constant, and to improve mill feed grade in the first years of the Project.

1.4.3 GEOTECHNICAL CONSIDERATIONS

The pit design for the Project is based on single benching with 10-m bench heights. This bench height was selected based on the loading and hauling equipment that would best suit the mining operation. The geotechnical report recommends an inter-ramp angle of 57° and an overall pit slope angle of 55°.

1.4.4 FINAL PIT DESIGN

The final pit design, based on the selected optimized pit shell and geotechnical parameters. The pit design includes haulage ramp access to all benches, except for the final bench which will be excavated via a temporary ramp.

1.4.5 MINING PHASE DESIGNS

Based on the Whittle pit shell optimizations, three nesting intermediate pit shells were used as guidelines to design the mining phases. By subdividing the ultimate pit into these four separate phases, the ore mining rate is kept relatively constant. The selection of these mining phases results in a low production rate for the pre-production period and improves the mill feed grade in the first years of the Project.

1.4.6 MINE PRODUCTION SCHEDULE

The life-of-mine plan (LOM) for the Project is based on an ore processing rate of 1,610,000 t per calendar year. The LOM plan was prepared to supply the required ore quantities to the mill while reducing the overall quantities of material to be mined, and to send higher grade ore to the mill in the first years of operation.

1.4.7 WASTE ROCK, OVERBURDEN, AND TAILINGS MANAGEMENT

Two stockpiles have been designed to store mining waste. One large waste rock stockpile is located directly to the west of the pit and near the main ramp exit, and one overburden stockpile is located south of the pit.

The waste rock pile will be constructed in two phases. A co-deposition strategy will be used to store dry tailings from the mill and mined waste rock on the same pile.

1.4.8 MINING EQUIPMENT

Based on the production targets and operational constraints, the loading fleet comprise a 7.4 m³ backhoe excavator for ore handling, a 15 m³ electric hydraulic front shovel for waste rock handling, and a 13.8 m³ production wheel loader for operational flexibility.

The ore mined from the pit will be hauled by a maximum of seven ±65t payload trucks while, while waste mining, dry tailings transport and reclaimed ore will be hauled by a maximum of seven ±135t payload trucks.

Most production drilling will occur in waste as the strip ratio for the Project is high. Two high capacity rotary diesel blasthole drills are dedicated to drilling waste panels, whereas drilling in ore panels will be performed by a down-the-hole drill rig. The down-the-hole drill is also suited to perform pre-splitting of the final walls. During the pre-production period, this drill will also perform all drilling in waste panels.

1.4.9 MANPOWER

A total of 199 employees will be needed at the peak of mining operations, not including contractors. This manpower requirement is based on an operation that runs 24 hours per day, seven days per week, and 350 days per year.

As the site is remotely located, the working schedule for all employees will be a fly-in/fly-out rotation of two working weeks and two rest weeks, for 12 hours each day.

1.5 RECOVERY METHOD

The spodumene plant will be located near the open pit mine. The plant will be designed to process 4,900 tonnes per day and 365 days per year at 90% availability. Run-of-Mine (ROM) will be transported to the crushing plant. The ore will be crushed to a P_{80} 12.7 mm in three stages using conventional crushing equipment: jaw crusher, secondary cone crusher, and tertiary cone crusher. The crushed ore will be stockpiled under a storage dome.

Crushed ore will be ground in a ball mill to a grind size, P_{80} 220 μm . The ground ore will feed the magnetic separation circuit for recovering tantalum grading 2.0% Ta_2O_5 from the flotation feed. Tantalite recovered will be thickened, filtered, dried to 1% moisture in a rotary dryer, and stored in a 100 tonne tantalite silo. A bagging system installed under the silo will be used to ship the tantalite concentrate in 1.0 tonne bags.

The non-magnetics from the magnetic separation circuit will be deslimed ahead of mica flotation. The flotation circuit consists of mica flotation followed by attrition scrubbing prior to spodumene flotation.

Mica concentrates, slimes from scrubbing, and spodumene scavenger tailings will be thickened and filtered in a vacuum disc filter for producing tailings with a moisture content of 15% for dry stacking. Truck and loading arrangement will be used to dispatch tailings to the waste rock facility. The spodumene flotation concentrate will be thickened, filtered, and dried to 1% moisture in a rotary dryer. The dried spodumene concentrate will be stored in a silo. A truck loading system installed under the spodumene silo will be used to ship the concentrate in bulk loads.

1.6 PROJECT INFRASTRUCTURE

The Project is accessible via Route du Nord (North Road), a gravel-top road open year-round which links the Cree village of Nemaska and Chibougamau. From Nemaska, the well-maintained Eastmain-1 gravel road, which belongs to Hydro-Québec, leads directly to the Project. The Project can also be reached from Matagami via Route 109, Route de la Baie-James and Route du Nord.

The closest airport is located in Nemaska, 30 km south of the Project, near Nemiscau electrical station (50 km by road). The airport is owned and operated by Hydro-Québec and weekday flights to Montréal via Air Creebec are offered. Figure 1.1 shows the Property location.

Figure 1.1 Rose Property Location



The project infrastructure includes:

- Waste rock and dry tailings co-deposit pile;
- Ore stockpile and industrial pad;
- Service and haulage roads;
- Overburden stockpile;
- Explosive and cap magazine storage;
- LNG, diesel and gasoline storage and distribution;
- Truckshop, warehouse, administrative building and gatehouse;
- Spodumene process plant;
- Main electrical substation and distribution;
- Communication system;
- Surface water management and final effluent treatment;
- Fresh and potable water supply;
- Sewage.

The combined waste and dry tailings co-deposit was selected in order to reduce infrastructure footprint. The total capacity of the pile is 102M m³, which is sufficient to contain the waste rock and the dry tailings during mining operation. A toe berm for the dry tailings retention and dripping water filtration is included. Dry tailings will be prepared in the spodumene process plant and hauled to the waste stockpile by mine trucks.

The ore pad will have an approximate capacity of 3.9M T (1.6M m³) and will be adjacent to industrial pad. An overburden stockpile with a capacity of 11.3M T (6.0M m³) will contain materials coming from the pit excavation required to reach bedrock and other infrastructure development.

Installed on the industrial pad, LNG storage and distribution will be required on site for the carbonation plant kiln. Since this infrastructure is required, it will be used at the beginning of the Project for the heating of the buildings and for the drying of the concentrates.

The diesel (45,000 litres) and gasoline (10,000 litres) storage and distribution system will also be installed on the industrial pad. In order to reduce the equipment required on site, it is planned that a contractor operated diesel tanker truck will directly fill the mobile and mining fleet.

The truckshop, wash bay, and warehouse structural steel arch-type fabric buildings will be installed side by side on the industrial pad and mounted on sea. The truckshop will offer four repair bays, a lube unit room, a tool crib, and offices and will be equipped with an overhead crane. The wash bay will be a dedicated building considering its special needs in terms of HVAC and water supply. The warehouse will have a storage capacity of 750 m² and will also contain a small truck repair bay and a welding bay. There will also be a smaller heated fabric building to park the emergency vehicle.

The administrative building is planned to be a two-storey modular construction mounted on wood blocks with a skirt to allow heating of the piping installed underneath. The 26 modules connected together include offices, dry area and other required installations. The gatehouse will be an independent module also mounted on wood blocks. A 48-space parking lot and a 80,000-tonne truck scale will be installed near the gatehouse.

All the water coming from waste stockpile, industrial pad and ore pad will be directed to an equalization pond for final effluent treatment.

A 315 kV electrical transmission line owned by Hydro-Québec runs north-south over the eastern section of the Project. The transmission line will need to be relocated approximately 500 m east of the mining pit by Hydro-Québec. The Project main substation will be fed by this 315 kV line (15.6 MVA load).

The internet will be supplied via microwave towers linked with the Eeyou Communications network in Nemaska. A project-wide optic fibre network will link all buildings, allowing transfer of data such as automation, administrative, security camera, fire alarm system and voice over IP phone communications.

1.7 ENVIRONMENT

The Environmental Impact Assessment (EIA) document was submitted to both federal (Canadian Environmental Assessment Agency) and Provincial (review Committee of the James Bay and Northern Québec Agreement, or COMEX) authorities for review in July 2017. Following the deposit of the EIA, changes have occurred in the development of the mining infrastructures (the EIA used the mining infrastructure plan of March 2017), an addenda will be filed to the authorities to update the project description and respond to the preliminary comments received from the authorities. Following the deposit of the addenda and meetings with the authorities, a series of questions and comments will follow to give more details, if required, on certain aspects of the project.

An Environmental Baseline was done for water, soil, fauna (including fish), flora and social. Consultations with the First Nations were held prior to submitting the Impact Study, and regular communications are ongoing with the Communities.

The results of the EIA showed no major negative impacts on the receiving environment (fauna, flora and social), and showed positive impact on economic development, training and business opportunities for the neighboring communities.

Several measures will be taken with regards to the progressive closing works for the mine. The waste pile will be revegetated, as the lower benches are accessible, and so will all areas that are no longer used for exploitation. At closure, the site of the mine infrastructures, the waste rock and tailings pile, the sedimentation ponds, and any road which will not be used for post closure monitoring operations, will be restored and covered with vegetation.

After examining all documents and having held the required consultations, Québec's ministry of Sustainable Development, Environment, and The Fight against Climate Change (MDDELCC) and the Canadian Environment Minister can grant the general Authorizations for the mine Project.

1.8 ECONOMICS

A Life-of-Mine (LOM) cash flow model was constructed based on the LOM production schedule for the Rose deposit. The key outcomes of the economic evaluation for 100% of the Project, before any financing costs, are presented in Table 1.3. All costs are estimated in Canadian dollars (CAN\$) and referenced as '\$', unless otherwise stated.

Table 1.3 Summary of Project Economics

Item	Units	Value
Production		
Project life (from start of construction to closure)	years	19
Mine life	years	17
Total mill feed tonnage	M t	26.8
Average mill feed grade		
Li ₂ O	% Li ₂ O	0.85
Ta ₂ O ₅	ppm Ta ₂ O ₅	133
Lithium Concentrate Production		
% of Production, Chemical Grade	%	75
% of Production, Technical Grade	%	25
Mill recoveries		
Li ₂ O, Chemical Grade	%	90
Li ₂ O, Technical Grade	%	87
Ta ₂ O ₅	%	40
Payable		
5% Li ₂ O Concentrate, Chemical Grade	t	3,070,000
6% Li ₂ O Concentrate, Technical Grade	t	827,000
Ta ₂ O ₅ contained in concentrate	kg	1,431,000
Commodity Prices		
5% Li ₂ O Concentrate, Chemical Grade	US\$/t _{conc.}	750
6% Li ₂ O Concentrate, Technical Grade	US\$/t _{conc.}	1,500
Ta ₂ O ₅ contained in concentrate	US\$/kg _{contained}	130
Exchange rate		1 US\$: 1.33 CAN\$
		0.75 US\$: 1 CAN\$
Project Costs		
		CAN\$
Average Mining Cost	\$/t milled	30.69
Average Milling Cost	\$/t milled	16.14
Average General & Administrative Cost	\$/t milled	12.15
Average Concentrate Transport Costs	\$/t milled	7.57
Project Economics		
		CAN\$
Gross Revenue	\$M	4,973
Total Selling Cost Estimate	\$M	152
Total Operating Cost Estimate	\$M	1,785
Total Sustaining Capital Cost Estimate	\$M	127
Total Capital Cost Estimate	\$M	341
Duties and Taxes	\$M	1,000
Average Annual EBITDA	\$M	183
Pre-Tax Cash Flow	\$M	2,567
After-Tax Cash Flow	\$M	1,567
Discount Rate		8%
Pre-Tax Net Present Value @ 8%	\$M	1,257
Pre-Tax Internal Rate of Return		48.2%
Pre-Tax Payback Period	years	2.3
After-Tax Net Present Value @ 8%	\$M	726
After-Tax Internal Rate of Return		34.9%
After-Tax payback period	years	2.8

A sensitivity analysis was conducted on the economic model to test changes in key economic assumptions, namely commodity prices, operating cost, capital cost, and exchange rate. The Project's pre-tax and after-tax NPV were most sensitive to the factors impacting revenue, that is, Li₂O commodity pricing, Li₂O metal recovery, and currency exchange rate. All sensitivities were analyzed as mutually exclusive variations.

1.9 RISKS

Factors such as the ability to obtain permits to construct and operate a mine, obtain major equipment and skilled labour on a timely basis may impact the ability to achieve the presented production plans and cost estimates, thus causing actual results to differ substantively from those presented in the economic analysis.

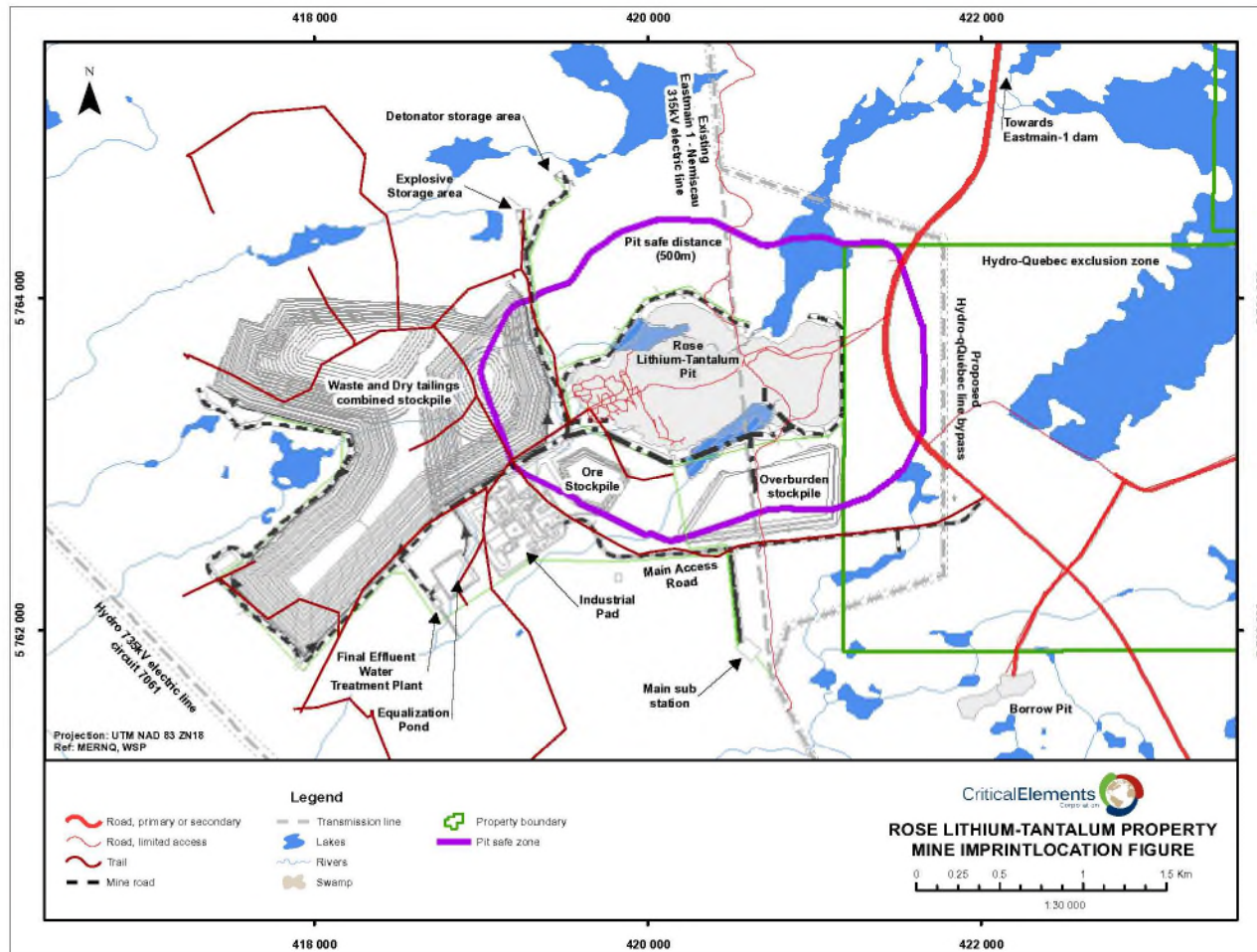
Project financing:

- As with all resource development projects there is an inherent risk that the project will not be able to raise the necessary capital to fund any new construction.

Commodity pricing:

- This Project is exposed to commodity pricing on the world markets, and in fact shows its greatest sensitivity to commodity pricing. Tight control on Capital and Operating spending will alleviate some of the sensitivity to commodity pricing, but under an extended period of depressed lithium markets, the Project would be marginal to uneconomical.

SCHEDULE 5.4.7 MAP OF SAFETY ZONES



SCHEDULE 9.4.3



[REDACTED FOR SEDAR]

[Commercially Sensitive Information Relating to Payments to Parties]

SCHEDULE 10.11.1
RULES OF PROCEDURE OF THE IMPLEMENTATION COMMITTEE

1. INTERPRETATION

- 1.1 All capitalized terms used in these Rules of Procedure have the meaning ascribed to them in Chapter 1 of this Agreement, unless the context suggests otherwise.

2. BUSINESS

2.1 Notice and Location of Meetings

- 2.1.1 The members of the Implementation Committee (hereinafter the “**Members**”) shall call and hold their first meeting no later than six (6) months after the Effective Date and subsequently, at least once per quarter, except as otherwise provided in Section 3 of these Rules of Procedure. In addition, the Implementation Committee may hold special meetings for the purpose of addressing and resolving specific significant issues and critical matters which may arise requiring prompt action.
- 2.1.2 Regular meetings of the Implementation Committee will be called by the chairperson of the Implementation Committee by giving at least thirty (30) day written notice to all Members.
- 2.1.3 Special meetings of the Implementation Committee may be called by the chairperson or any two (2) Members appointed by Critical Elements or any two (2) Members appointed by the Cree Parties by giving a reasonably shorter written notice to all Members.
- 2.1.4 The secretarial services of the Implementation Committee shall prepare and distribute the notices of meetings to the Members, which notices will state the time and place of the meetings and the matters to be discussed. The Members may agree to discuss matters other than those stated in the notice.
- 2.1.5 As mutually agreed to by the Members, regular meetings of the Implementation Committee will be held either in the Cree community of Eastmain, at the Mine Site or at any other place, subject to Paragraph 2.3.1 of these Rules of Procedure.

2.2 Chairperson

- 2.2.1 The Cree Parties and Critical Elements shall alternate in appointing a Member to serve as chairperson of the Implementation Committee for a period of one (1) year. Critical Elements shall appoint the first chairperson.
- 2.2.2 The chairperson shall:
- a) preside the meetings of the Implementation Committee;

- b) facilitate consensus amongst the Members, provided however that in the event of a tie, the chairperson shall never have a casting vote; and;
- c) perform any other functions assigned to him in writing by the Implementation Committee.

2.2.3 The Chairperson shall not have, in any circumstances whatsoever, a casting vote.

2.3 Participation

2.3.1 The Chief Executive Officer of Critical Elements, the Grand Chief and Chairman of the GCC(EI)/Cree Nation Government and the Chief of Eastmain may attend any regular or special meeting of the Implementation Committee, the Environment Committee and any other subcommittee established by the Implementation Committee pursuant to Subsection 10.8.1 of this Agreement, either in person or by telephone, electronic or other communication facilities, without any prior notice.

2.3.2 As may be required, the Implementation Committee may, at its sole discretion, invite personnel of a Party or any other individual to attend and participate in its meetings.

2.3.3 A meeting of the Implementation Committee may be held entirely by telephone, electronic or other communication facilities in order to allow all Members and invitees participating in the meeting to communicate with each other simultaneously and instantaneously.

2.3.4 A Member may participate in a meeting by telephone, electronic or other communication facilities in order to allow all Members and invitees participating in the meeting to communicate with each other simultaneously and instantaneously. A Member or invitee participating in such a meeting by such means shall be deemed to be present at the meeting.

2.4 Secretarial Services

2.4.1 Critical Elements shall provide secretarial services to the Implementation Committee which will include preparing and distributing notices and agendas of meetings of the Implementation Committee, and preparing, distributing and keeping minutes of meetings, including a list of action items for follow-up after meetings.

2.5 Attendance and Review of Documentation

2.5.1 Members shall attend regular meetings of the Implementation Committee and a minimum attendance level of seventy-five percent (75%) is expected on an annual basis.

2.5.2 Prior to meetings of the Implementation Committee, Members shall review all documents or materials attached to any notice of meeting and shall be prepared to discuss such documents or materials at the meeting.

2.6 Quorum

- 2.6.1 Quorum for a meeting of the Implementation Committee consists of a minimum of four (4) Members consisting of at least two (2) Members appointed by Critical Elements and at least one (1) Member appointed by each of Eastmain and the GCC(EI)/Cree Nation Government. Notwithstanding the preceding, the GCC(EI)/Cree Nation Government may waive their participation for quorum purposes, provided that the two (2) Members appointed by Eastmain participate in such meeting.
- 2.6.2 If there is no quorum at a meeting, it will be adjourned without notice other than a statement to this effect at the meeting.

2.7 Confidentiality

- 2.7.1 Unless otherwise agreed to by the Implementation Committee, the discussions at meetings, minutes and reports of the Implementation Committee, the Environment Committee and any other subcommittee established by the Implementation Committee pursuant to Subsection 10.8.1 of this Agreement and any information provided or received by its Members or members of such other committees in the context of their functions shall be deemed Confidential Information and shall be treated accordingly.
- 2.7.2 Invitees at meetings of the Implementation Committee, the Environment Committee and any other subcommittee established by the Implementation Committee pursuant to Subsection 10.8.1 of this Agreement, shall be required to sign the Confidentiality Undertaking attached hereto as Schedule A of these Rules of Procedure.

2.8 Remuneration

- 2.8.1 Members of the Implementation Committee shall not be remunerated for their work on such committee, except for any arrangements between a Member and the Party which appointed him.

3. CLOSURE PHASE AND TEMPORARY CLOSURE

3.1 Frequency of Meetings

- 3.1.1 During the Closure Phase, the Implementation Committee may adjust the frequency of its meetings.
- 3.1.2 In the event of a Temporary Closure as provided for in this Agreement, the Implementation Committee shall continue to meet formally at least once per year.

SCHEDULE A OF THE RULES OF PROCEDURES OF THE IMPLEMENTATION COMMITTEE

CONFIDENTIALITY UNDERTAKING – INVITEES

[INSERT NAME OF COMMITTEE]

During the course of your attendance at any meeting of the [INSERT NAME OF COMMITTEE], you are considered to be an "Invitee" and any information which you have access to or become aware of during a meeting or in connection thereto, is deemed confidential and shall be treated accordingly as Confidential Information and used solely for the purpose for which it was conveyed to you. The [INSERT NAME OF COMMITTEE] is composed of representatives from Critical Elements Lithium Corporation, the Cree Nation of Eastmain, the Grand Council of the Crees (Eeyou Istchee) and the Cree Nation Government (collectively, the "Parties" and individually, a "Party"), established pursuant to the Pihkuutau Agreement (the "Agreement").

As an Invitee, you agree that you shall not tip, discuss or disclose, directly or indirectly, such Confidential Information by any means, including by telephone, facsimile, e-mail, or through the use of the internet (including social networking sites).

For the purpose of this Confidentiality Undertaking, "Confidential Information" means:

- a) any industrial secret within the meaning of the *Act respecting Access to documents held by public bodies and the Protection of personal information* (CQLR, c. A-2.1);
- b) any financial information regarding a Party's business operations and assets and future business plans including, in the case of Critical Elements Lithium Corporation, any financial projections, plans, budgets, assessments, assumptions, evaluations, calculations, computations or statements provided or made available to you;
- c) any information regarding relations between either the Cree Nation of Eastmain, the Grand Council of the Crees (Eeyou Istchee) or the Cree Nation Government and the Government of Québec or the Government of Canada;
- d) any planned or proposed changes in management or senior operating personnel of a Party;
- e) any significant developments regarding the Project or any New Development or New Project as contemplated in Chapter 3 of the Agreement;
- f) discussions at meetings, minutes and reports of the Implementation Committee, the Environment Committee and any other subcommittee that may be established from time to time by the Implementation Committee pursuant to the Agreement, and any information exchanged in the context of your attendance at a meeting of the [INSERT NAME OF COMMITTEE];

- g) any Cree Knowledge, which may be shared by the Cree Nation of Eastmain, the Grand Council of the Crees (Eeyou Istchee), the Cree Nation Government or by Crees with Critical Elements Lithium Corporation for the purpose of the Agreement and which may be identified as confidential;
- h) any technical, geological and scientific data related to the Project or Critical Elements Lithium Corporation's operations generally; and
- i) any other information received from a Party that has been identified as confidential.

"Confidential Information" also includes any information, in any form, that contains, reflects or is derived from Confidential Information.

The restrictions on the use of Confidential Information provided for in this Schedule shall not apply to Confidential Information that:

- a) is in the public domain at the time of its disclosure to the Invitee, or later enters the public domain other than by breach of this Confidentiality Undertaking;
- b) was in the Invitee's lawful possession prior to its disclosure to the Invitee, as confirmed by written records, and was not subject to any obligation of confidentiality binding such Invitee; or
- c) is lawfully acquired by the Invitee from an individual or an entity who is under no obligation of confidentiality regarding the Confidential Information, but only to the extent permitted by such individual or entity.

I certify to the Parties that I understand the terms set out above and that I agree to abide by the terms of the present Confidentiality Undertaking.

SIGNED: _____ this _____ day of _____ 20____

SIGNATURE: _____

PRINT NAME: _____

SCHEDULE 10.12.1
CODE OF ETHICS

1. PURPOSE AND INTERPRETATION

1.1 The Code of Ethics embodies the commitment of the Members of the Implementation Committee, the Environment Committee and any subcommittee established by the Implementation Committee pursuant to Subsection 10.8.1 of the Agreement to conduct their business in accordance with all Applicable Laws and the highest ethical standards. The Code of Ethics shall constitute standards that are designed to promote integrity and to prevent wrongdoing. All Members are expected to adhere to the principles and procedures of this Code of Ethics.

1.2 In this Code of Ethics:

- (a) **“Agreement”** means the Pihkuutaau Agreement between Critical Elements Lithium Corporation, the Cree Nation of Eastmain, the Grand Council of the Crees (Eeyou Istchee) and the Cree Nation Government, dated July 8, 2019;
- (b) **“Member”** means a member of the Implementation Committee, the Environment Committee or any other subcommittee established by the Implementation Committee pursuant to Subsection 10.8.1 of the Agreement; and
- (c) **“Parties”** means, collectively, Critical Elements Lithium Corporation, the Cree Nation of Eastmain, the Grand Council of the Crees (Eeyou Istchee) and the Cree Nation Government.

All other capitalized terms used in this Code of Ethics have the meaning ascribed to them in the Agreement, unless the context suggests otherwise.

1.3 For the purpose of this Code of Ethics, **“Confidential Information”** means:

- (a) any industrial secret within the meaning of the *Act respecting Access to documents held by public bodies and the Protection of personal information* (CQLR, c. A-2.1);
- (b) any financial information regarding a Party’s business operations and assets and future business plans including, in the case of Critical Elements, any financial projections, plans, budgets, assessments, assumptions, evaluations, calculations, computations or statements provided or made available to the Cree Parties;
- (c) any information regarding relations between any of the Cree Parties and the Government of Québec or the Government of Canada;
- (d) any planned or proposed changes in management or senior operating personnel of a Party;

- (e) any significant developments regarding the Project or any New Development or New Project as contemplated in Chapter 3 of the Agreement;
- (f) discussions at meetings, minutes and reports of the Implementation Committee, the Environment Committee and any other subcommittee that may be established from time to time by the Implementation Committee pursuant to the Agreement, and any information exchanged between the members of such committees in the context of their functions;
- (g) all proceedings, discussions at meetings and other discussions in view of settling a Dispute, including arbitration, and without limiting the generality of the foregoing, all information that is disclosed, including all statements made and all documents submitted as part of the dispute resolution process, all pleadings and all evidence referred to in Chapter 11 of the Agreement;
- (h) any Cree Knowledge, which may be shared with Critical Elements for the purpose of Section 8.8 of the Agreement and which may be identified to Critical Elements as confidential;
- (i) any technical, geological and scientific data related to the Project or Critical Elements' operations generally; and
- (j) any other information received from a Party that has been identified as confidential.
- (k) **"Confidential Information"** also includes any information, in whichever form, generated by a Party that contains, reflects or is derived from Confidential Information it received from another Party pursuant to or in relation with the Agreement.

2. COMPLIANCE

- 2.1 A Member who becomes aware of any actual or potential violation of this Code of Ethics must promptly give notice to all other Members of the committee on which the Member sits and to the Implementation Committee.

3. CONFLICTS OF INTEREST

- 3.1 A conflict of interest occurs when a Member's personal interest interferes with the interests of the Party which appointed him, or the interests of the Implementation Committee, of the Environment Committee or of any other subcommittee established by the Implementation Committee pursuant to Subsection 10.8.1 of the Agreement, as the case may be, or the operation of the Project.
- 3.2 A Member is required to see that decisions made are free from the influence of any interests that might reasonably be regarded as conflicting with or being

harmful or detrimental to the interests of the Party which appointed him, or the interests of the Implementation Committee, the Environment Committee or any other subcommittee established by the Implementation Committee pursuant to Subsection 10.8.1 of the Agreement, as the case may be, or the operation of Project.

3.3 While a Member's right to take part in other activities outside his functions is acknowledged, such activities must be free of conflict with his responsibilities as a Member. A Member must avoid acquiring any interests or participating in any activities that might reasonably be regarded as:

- (a) creating an obligation which would affect his judgment or ability to act with honesty and good faith and with the care, diligence and skill of a reasonable person in comparable circumstances; or
- (b) being incompatible with his function as a Member.

3.4 Actual and potential conflicts of interest must be disclosed in accordance with Section 6 of this Code of Ethics.

4. PERSONAL BENEFITS AND OPPORTUNITIES

4.1 A Member must never use or attempt to use his position as a Member to obtain any personal benefit for himself, for his family members or for any other person.

4.2 A Member may not take for himself (or direct to a third party) a business opportunity that is discovered due to his position as a Member, unless all other Members of the committee on which the Member sits have consented to same in writing.

5. FAIR DEALING

5.1 A Member must never use or attempt to use proprietary information for personal gain, and must not possess or use trade secrets obtained without the owner's consent.

5.2 A Member is expected to deal fairly with service providers, suppliers, competitors and employees of the Project. No Member should take unfair advantage of anyone through manipulation, concealment, abuse of confidential information, misrepresentation of material facts or any other unfair dealing practice.

6. DISCLOSURE

6.1 At the earliest opportunity, a Member must disclose to all other Members of the committee on which the Member sits, in writing, or verbally during a duly convened meeting of the said committee, all his business, commercial or financial

or other interests or activities which might reasonably be regarded as creating an actual or potential conflict with his duties as a Member.

6.2 At the earliest opportunity, a Member who becomes aware of business, commercial, financial or other interests or activities of another Member which might reasonably be regarded as creating an actual or potential conflict with the latter's duties as a Member must promptly give notice at the earliest opportunity to the other Members of the actual or potential conflict, in writing, or verbally during a duly convened meeting of the committee on which he sits.

6.3 In the event a disclosure under Subsections 6.1 or 6.2 is made verbally, same shall be recorded in the minutes of the meeting of the relevant committee.

7. EXCLUSION

7.1 When a Member makes a disclosure or is the subject of a disclosure in accordance with Subsection 6.1 or 6.2 of this Code of Ethics, the other Members of the committee on which he sits, shall decide whether the Member is in conflict or potential conflict and, if so, whether the Member should be excluded with respect to the matter on which the disclosure was made and whether the Member should also be excluded from the meeting.

7.2 The decisions on the existence of a conflict or potential conflict, on the exclusion of a Member or on the matter related to a disclosure contemplated in Subsection 7.1 or actions to be taken in connection therewith, shall be valid notwithstanding a loss of quorum resulting from the exclusion of the Member involved in the disclosure.

8. CONTINUING DISCLOSURE

8.1 A disclosure made in accordance with Subsection 6.1 or 6.2 of this Code of Ethics shall be duly recorded in the minutes of the meeting of the relevant committee at which such disclosure was made and need not be reiterated at any future meetings, if the nature and extent of the interest disclosed have not changed.

8.2 If a Member has been excluded from a meeting in accordance with Subsection 7.1 of this Code of Ethics, such Member shall be provided with an edited version of the minutes of the said meeting.

9. EFFECTS OF DISCLOSURE

9.1 A decision of a committee on a matter in respect of which a disclosure was made in accordance with Subsection 6.1 or 6.2 of this Code of Ethics shall not be invalid, and the Member subject of said disclosure shall not be held accountable for any claims stemming from such decision, because of his interest, actual or potential, in the matter or because the Member was not excluded in accordance with

Subsection 7.1 of this Code of Ethics if the decision was reasonable and fair when it was taken.

10. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

- 10.1 Compliance with all Applicable Laws is essential to conducting business during any meeting of the Implementation Committee, the Environment Committee or any other subcommittee established by the Implementation Committee pursuant to Subsection 10.8.1 of the Agreement, as the case may be. A Member is expected to adhere to the standards and restrictions imposed by those laws, rules and regulations.
- 10.2 By signing this Code of Ethics, a Member agrees to use and process any Confidential Information in compliance with this Agreement and Applicable Laws.

11. ACCOUNTABILITY

- 11.1 A Member shall, in the exercise of his functions, act with honesty and good faith and with the care, diligence and skill of a reasonable person in comparable circumstances.
- 11.2 A Member will be held accountable for his adherence to the Code of Ethics. Failure to observe the terms of this Code of Ethics may result in the Member's removal from the committee on which he sits. Violations of this Code of Ethics may also constitute violations of law and may result in civil or criminal sanctions or penalties for the Member.

12. CONFIDENTIALITY

- 12.1 In carrying out his functions on the committee on which he sits, a Member will become aware of Confidential Information. A Member shall not disclose Confidential Information, except when such disclosure is authorized or legally permitted, including in accordance with the Agreement.

Acknowledgement

I, (insert name of Member) hereby acknowledge that I have reviewed the Code of Ethics and that I understand its provisions. Furthermore, I attest that my membership does not place me in a conflict of interest and that I agree to abide by the terms of the present Code of Ethics at all times.

SIGNED: _____ this _____ day of _____ 20____

SIGNATURE: _____

PRINT NAME: _____

**SCHEDULE 11.7.3
NOTICE OF ARBITRATION**

WITHOUT PREJUDICE

[Name of the Party]

(address)

OBJECT : Notice of Arbitration Pihkuutaau Agreement

O/F:

Madam, Sir,

We are acting on behalf of _____ for the purpose of the present notice.

There is a dispute between our client and *[name of the opposing party]* concerning *[specify the object of the dispute]*.

This dispute is addressed pursuant to the procedure provided in the Pihkuutaau Agreement which was signed between our client and *[name of the party]* on July 8, 2019. Indeed, provision *[specify]* of this Agreement provides that: *[include the provision]*.

In accordance with the Pihkuutaau Agreement, you are hereby informed that we submit the dispute to arbitration.

As of the date of reception of this notice, the arbitration process begins.

Therefore, you must follow the procedure provided in the Pihkuutaau Agreement at section 11.8.1 and following and the provisions of section 620 and following of the *Civil Code of Procedure*.

Pursuant to the Pihkuutaau Agreement, the Parties shall jointly and promptly appoint one (1) independent and impartial arbitrator and we suggest *[name of the arbitrator]* to act as such.

Should you have another suggestion, we will consider it and if a consensus is not possible, the arbitration rules of the Pihkuutaau Agreement will be followed to appoint the arbitrator(s).

We are counting on your cooperation to complete this arbitration, please accept Madam, Sir, our best regards.

[Name of the Party]

SCHEDULE 12.1.7
CRITICAL ELEMENTS RESOLUTION

[COPY OF RESOLUTION]

SCHEDULE 12.1.9
EASTMAIN RESOLUTION

[COPY OF RESOLUTION]

SCHEDULE 12.1.10
GCC(EI)/CREE NATION GOVERNMENT RESOLUTION

[COPY OF RESOLUTION]