

OPERATOR SERVICES AGREEMENT (Rupert Project, Quebec)

This Operator Services Agreement (this “**Agreement**”) dated as of June 11, 2021 (the “**Effective Date**”) is by and between:

Kenorland Minerals Ltd., a company organized under the laws of British Columbia, Canada (“**Operator**”); and

Li-FT Power Ltd., a company organized under the laws of British Columbia, Canada (“**Non-Operator**”).

Each of Operator and Non-Operator is herein called a “**Party**” and collectively the “**Parties**.”

Recitals

A. Operator and Non-Operator have entered into an option agreement dated as of June __, 2021 (the “**OA**”) pursuant to which Non-Operator has acquired the Property, as defined in the OA, from the Operator.

B. Non-Operator desires to engage Operator to provide technical advice and perform the Operations, as defined herein, on and with respect to the properties that are the subject of mineral claims acquired by Non-Operator, and Operator is willing to perform such Operations on the terms set forth herein.

THEREFORE, for good and valuable consideration, and the mutual promises set forth in this Agreement, Operator and Non-Operator agree as follows:

Agreement

ARTICLE 1

DEFINITIONS; INTERPRETATION

1.1 Definitions. Capitalized terms used in this Agreement without definition have the meanings set forth therefor in the OA. In addition to terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

“**Affiliate**” means with respect to any Person, any other Person controlling, controlled by or under common control with such Person, with “**control**” for such purposes meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through direct or indirect ownership of voting securities or voting interests, by contract or otherwise.

“Agreement” means this Operator Services Agreement, including all amendments and modifications thereof, and all schedules and exhibits, which are incorporated herein by this reference.

“Approved Budget” means a Budget approved by the Technical Committee, or failing approval, as approved by Non-Operator acting reasonably, relating to the carrying out of an Approved Work Program or otherwise to be incurred during the period to which an Approved Budget relates and, for certainty, includes any Approved Budget which is increased pursuant to Section 3.1(e).

“Approved Work Program” means the Work Program (and related Approved Budget) to be undertaken in any year or other period as approved by the members of the Technical Committee in accordance with Section 3.1(e) or approved by Non-Operator in accordance with Section 3.1(b) (as the case may be), as altered or modified pursuant to Section 3.1(e).

“Budget” has the meaning set forth in Section 3.2(a).

“Business Day” means a day which is not a Saturday, Sunday or a day observed as a holiday in British Columbia, Canada.

“Effective Date” has the meaning set forth in the Preamble.

“Exploration” means all activities directed toward ascertaining the existence, location, quantity, quality or commercial value of deposits of Products.

“Exploration Data” means maps; geological, geochemical and geophysical reports and data; drill logs and other drilling data; core, samples, pulps, reports, studies, designs, surveys, assays, analyses, production reports, operations, technical, accounting and financial records, and other material information related to the Property in the possession or under the control of Operator with respect to the Property.

“Exploration Expenditures” has the meaning set forth in the OA.

“Governmental Authority” has the meaning set forth in the OA.

“Governmental Fees” has the meaning set forth in the OA.

“IFRS” means the international financial reporting standards adopted by the International Accounting Standards Board, as amended from time to time or any successor standards.

“Non-Operator” has the meaning set forth in the Preamble.

“Operations” means the activities approved by the Technical Committee to be carried out by Operator under this Agreement.

“Operator” has the meaning set forth in the Preamble.

“Operator Day Rates” means the day rates charged by Operator for Operator Personnel shown on Exhibit B hereto, as the same may be amended from time to time upon agreement of the Parties.

“Operator’s Fee” means an operator’s fee payable to the Operator equal to 10% of all Exploration Costs other than the Operator’s Fee and the cost of any performance bonds required in connection with the Operations.

“Party” means each of Operator and Non-Operator, and each of their respective successors and assigns.

“Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, any other business entity or a Governmental Authority.

“Personnel” means:

- (a) in relation to a Party, any of its directors, officers, employees, agents, consultants, invitees, Subcontractors (including Subcontractors’ Personnel) and representatives involved either directly or indirectly in the performance of the Party’s obligations under this Agreement; and
- (b) in relation to a Subcontractor, any of its directors, officers, employees, agents, consultants, invitees, subcontractors or representatives involved either directly or indirectly in the performance of a Party’s obligations under this Agreement.

“Products” means all marketable mineral products that are mined, extracted, removed, produced or otherwise recovered from the Property, whether in the form of ore, concentrates, refined metals or any other beneficiated or derivative product, and including any marketable mineral products derived from any processing or reprocessing of any tailings, waste rock or other waste products originally derived from the Property.

“Property” has the meaning set forth in the OA.

“Related Party” means a Party or an Affiliate of a Party.

“Related Party Agreement” means any contract or other legally binding transaction, arrangement or understanding between a Party and a Related Party.

“Subcontractor” means any Person engaged by a Party to perform any part of that Party’s obligations under this Agreement and includes a supplier of that Party.

“Taxes” has the meaning set forth in the OA.

“Technical Committee” has the meaning set forth in Section 3.1(a).

“Third Party” means a person, partnership, joint venture, corporation or other form of enterprise that is not a Party or an Affiliate of a Party.

“Work Program” has the meaning set forth in Section 3.2(a).

1.2 Interpretation.

As used herein, except as otherwise indicated herein or as the context may otherwise require:

(a) The words “include,” “includes,” and “including” are deemed to be followed by “without limitation” whether or not they are in fact followed by such words or words of like import;

(b) The words “hereof,” “herein,” “hereunder,” and comparable terms refer to the entirety of this Agreement, including the Exhibits hereto, and not to any particular Article, Section, or other subdivision hereof or Exhibit hereto;

(c) Any pronoun shall include the corresponding masculine, feminine, and neuter forms;

(d) The singular includes the plural and vice versa;

(e) References to any agreement (including this Agreement) or other document are to such agreement or document as amended, modified, supplemented, novated and restated now or hereafter from time to time except to the extent prohibited by this Agreement or that other agreement or document;

(f) References to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation, code, by-law, ordinance or statutory instrument issued under it;

(g) Except as otherwise expressly provided in this Agreement, references to “Article,” “Section,” “preamble,” “recital,” or another subdivision or to an “Exhibit” are to an Article, Section, preamble, recital or subdivision hereof or an “Exhibit” hereto;

(h) References to any Party, Person or other entity include the successors and permitted assigns of such Party, Person or other entity (including Persons taking by novation);

(i) Any reference herein to a “day” or number of “days” (without the explicit qualification of “business”) shall be deemed to refer to a calendar day or number of calendar days;

(j) If any action or notice is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action or notice may be taken or given on the next succeeding Business Day;

(k) Any financial or accounting terms that are not otherwise defined herein shall have the meanings given thereto under IFRS;

(l) A reference to a thing (including a right, obligation or concept) includes a part of that thing but nothing in this Section 1.2(l) implies that performance of part of an obligation constitutes performance of the obligation;

(m) Headings and any table of contents or index are for convenience only and do not form part of this Agreement or affect its interpretation; and

(n) A provision of this Agreement shall not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement.

ARTICLE 2

APPOINTMENT OF OPERATOR; OPERATOR'S FEE; FUNDING OPERATIONS

2.1 Appointment of Operator. Non-Operator hereby appoints and engages Operator to be the manager and operator of the Property. Subject to the Non-Operator funding all Exploration Expenditures to the Operator, Operator shall perform Operations as set forth in Section 3.2(a) and comply with all of the obligations set forth in Section 4.1.

2.2 Operator's Fee. Non-Operator shall pay the Operator's Fee to Operator.

2.3 Funding of Operations.

(a) For so long as the Technical Committee has approved a Budget and Work Program under Section 3.1(e), the Operator shall, in respect of each three month period of an Approved Work Program, issue a notice to Non-Operator ("**Funding Notice**") in respect of the projected Exploration Expenditures for that three month period. The Funding Notice shall also include the Operator's Fee that is payable in respect of the projected Exploration Expenditures set out in the Funding Notice. The projected Exploration Expenditures shall, to the extent reasonably possible, be calculated by reference to the Approved Budget and the corresponding Approved Work Program.

(b) Notwithstanding Section 2.3(a), the first Funding Notice issued by the Operator to Non-Operator shall be in respect of the period commencing on the Effective Date and expiring at the end of the first three full calendar months after the Effective Date.

(c) Except for the first Funding Notice, each Funding Notice shall not be issued more than 60 days but not less than 40 days in advance of the three month period to which the Funding

Notice relates and shall contain reasonable detail as to how the projected Exploration Expenditures for the three month period was calculated.

(d) Except where Non-Operator (acting reasonably) questions the projected Exploration Expenditures specified in the Funding Notice, Non-Operator shall remit the amount of the projected Exploration Expenditures together with the Operator's Fee in the Funding Notice to the Operator at least 10 days prior to the commencement of the three month period to which the Funding Notice relates (less any amount of Exploration Expenditures funded by Non-Operator in respect of the preceding three month period which has not been incurred by the Operator as at the date on which Non-Operator remits the projected Exploration Expenditures in the Funding Notice, and is not expected to be incurred thereafter).

2.4 Audit.

(a) A statement of wire transfers made by Non-Operator to Operator, certified by an officer of Non-Operator, shall be presumptive evidence of the transfer to Operator of such amounts of Exploration Expenditures recorded in the statement.

(b) Within 60 days following the completion of an Approved Work Program, the Operator shall provide Non-Operator with an itemized statement of Exploration Expenditures incurred during the completion of that Approved Work Program. The itemized statement of Exploration Expenditures incurred in any period certified to be correct by an officer of the Operator will be conclusive evidence of the making of the Exploration Expenditures recorded in the statement unless within 90 days after receipt of that statement Non-Operator delivers a written objection to the statement to the Operator. If Non-Operator delivers such an objection, then it will be entitled to request that a firm of chartered or certified public accountants acceptable to the Operator and the Non-Operator audit the Exploration Expenditures recorded in the statement of Exploration Expenditures that is the subject of the objection. At the conclusion of that audit:

(i) if the auditor determines that the statement of Exploration Expenditures was accurate within 5% of actual Exploration Expenditures, then the reasonable costs of the audit will be borne by Non-Operator; or

(ii) if the auditor determines that the statement of Exploration Expenditures overstated or understated Exploration Expenditures actually made by greater than a 5% margin, then the costs of the audit will be borne by the Operator,

and, in all events and whatever the misstatement, only the actual Exploration Expenditures so determined will constitute Exploration Expenditures for the purposes of the relevant period.

(c) Notwithstanding anything in this Agreement to the contrary, the auditor's determination of Exploration Expenditures will be final and determinative of the amounts stated in the statement in question.

2.5 **Emergency or Unexpected Funding.**

(a) Notwithstanding any other provisions hereof, in case of emergency or to address unexpected events or to cover unexpected liabilities or expenses not covered in an Approved Work Program and Approved Budget which are necessary to protect against loss, injury or damage to Persons or property, or to protect the Operations or Property or to comply with applicable Legal Requirements, the Operator may take any reasonable action the Operator deems necessary and may incur such Exploration Expenditures as it deems necessary, notwithstanding that such Exploration Expenditures shall exceed the approved Exploration Expenditures under an Approved Work Program and Approved Budget.

(b) The Operator shall promptly notify the Technical Committee of any such emergency or unexpected Exploration Expenditures that have been made or taken or that must be made or taken, and the funds necessary to pay for such emergency and unexpected Exploration Expenditures shall be added to the current Approved Work Program and Approved Budget, but such amount shall be no greater than 5% of the applicable Approved Work Program and Approved Budget.

ARTICLE 3 **TECHNICAL COMMITTEE; PROGRAMS AND BUDGETS**

3.1 **Technical Committee.**

(a) Upon execution of this Agreement, the Parties shall establish a technical committee (the “**Technical Committee**”) to, among other things, review, amend and approve Work Programs and Budgets. The Technical Committee shall consist of two (2) members appointed by Operator and two (2) members appointed by Non-Operator. Each Party may appoint one (1) or more alternates to act and vote in the absence of a regular member. Any alternate so acting shall be deemed a member. Appointments shall be made or changed by prior written notice to the other Party.

(b) Each Party, acting through its appointed members, shall have equal votes on the Technical Committee. In the absence of agreement by the members of the Technical Committee in respect of any matter before the Technical Committee including Work Programs and Budgets, any direction or decision concerning, or final approval of, any such matter including Work Programs and Budgets during the term of this Agreement will be given or made (as the case may be) solely by Non-Operator, acting reasonably.

(c) Subject to Section 3.1(d), the Technical Committee shall hold regular meetings at least semi-annually in Vancouver, British Columbia or at other mutually agreed places. The Operator shall give thirty (30) days’ notice to the Non-Operator of such regular meetings. Additionally, the Non-Operator may call a special meeting upon seven (7) days’ notice to the Operator. In case of emergency, reasonable notice of a special meeting shall suffice. With respect to a regular or special meeting of the Technical Committee, there shall be a quorum if at least one (1) member representing each Party is present. Except in respect of an emergency

meeting of the Technical Committee, for each meeting of the Technical Committee an agenda shall, at least five (5) days prior to that meeting, be distributed to the other Party by the Person calling that meeting. Minutes shall be kept of the Technical Committee meetings and circulated prior to and approved at the next subsequent meeting.

(d) In lieu of meetings in person, the Technical Committee may hold meetings by telephone conferences, so long as all attendees at that meeting can hear and be heard by all other attendees and minutes are prepared in accordance with Section 3.1(c). The Technical Committee may also take actions in writing signed by all members.

(e) The Technical Committee shall have exclusive authority to determine the Operations on the Property and all related technical matters. Without limiting the foregoing each Party acknowledges and agrees that:

(i) the Technical Committee may approve Work Programs and Budgets proposed by the Operator with or without amendment, addition, deletion or other alteration or modification as the Technical Committee considers fit or reject the same and in the case of rejection the Technical Committee may give such directions to the Operator regarding the preparation and submission of an Approved Work Program pursuant to an Approved Budget; and

(ii) the Technical Committee may only approve the alteration or modification proposed by Non-Operator of an Approved Work Program in order to expand the Operations to be undertaken as part of that Approved Work Program and to make the required corresponding increase the Approved Budget that relates to such Approved Work Program.

3.2 Work Programs and Budgets.

(a) The Operator shall conduct all Operations and incur all Exploration Expenditures on the basis of a work program (a “**Work Program**”), and a budget (“**Budget**”) prepared by the Operator and approved by the Technical Committee, except in the case of emergency actions in accordance with Section 2.5. The Parties agree that the Approved Work Program and Approved Budget for the year commencing on the date hereof shall provide for a minimum of \$500,000 in Exploration Expenditures to be incurred prior to the first anniversary of the date of the OA.

(b) Each Budget prepared by the Operator may include an amount on account of contingency equal to 15% of the total amount of budgeted expenditures specified in the Budget.

(c) All proposed Work Programs and Budgets in respect of the Property must be approved by the Technical Committee before implementation by the Operator, other than any Work Programs and Budgets required to keep the Property in good standing.

(d) Upon approval of a Work Program and Budget, the Operator shall implement such Approved Work Program in accordance with the Approved Budget within the time periods set out therein.

(e) The Operator is not required to advance any funds for Approved Work Programs and Approved Budgets.

ARTICLE 4 **OPERATOR OBLIGATIONS**

4.1 Operator Obligations. Subject to Non-Operator funding Approved Work Programs and Approved Budgets approved by the Technical Committee in advance, Operator is obligated to, and Non-Operator is obligated to do all things necessary to permit Operator to, do the following:

(a) consider, develop and submit Work Programs to the Technical Committee for consideration and approval, and to implement Work Programs when approved according to the approved Budget;

(b) with the exception of the Budget and Work Program for the year commencing on the date hereof, in each year prepare and submit to the Technical Committee a proposed Work Program and proposed Budget for the following year not less than 30 days prior to the conclusion of each year;

(c) carry out Operations in a prudent and workmanlike manner, with the degree of effort, skill and judgment that is in accordance with good exploration, construction, mining, processing and engineering practices generally and locally prevailing in the mining industry and in accordance with all applicable Legal Requirements, including securities laws and regulations, and all agreements, permits and licenses relating to the Property and Operator;

(d) pay all Exploration Expenditures properly incurred pursuant to an Approved Program promptly as and when due;

(e) pay and discharge all wages and accounts for material and services and all other costs and expenses that may be incurred by Operator in connection with its Operations on the Property, and save Non-Operator harmless from and against any liens filed as a direct result of such Operations against the Property, and in the event of any such liens being so filed, to proceed forthwith to have the same removed, provided that the foregoing provision shall not prevent Operator from properly contesting in good faith any claims for liens which Operator considers unjustified;

(f) do all things necessary to keep the Property in good standing, including paying all Governmental Fees and making all filings necessary with the appropriate Government Authority, and in connection therewith, provide to Non-Operator evidence of the payment of all Governmental Fees required to be paid on or before 30 days prior to the deadline for payment of such fees;

(g) do all things necessary to cure any title defects pertaining to the Property as may be advisable in its reasonable judgment, and except for the Permitted Encumbrances, to keep them free and clear of all Encumbrances (except liens for taxes not yet due, other inchoate liens and liens contested in good faith by the Operator) and to proceed with all diligence to contest and discharge any such Encumbrance that is filed;

(h) apply for all necessary permits, licenses and approvals, comply with all laws; and notify promptly the Technical Committee of any allegations of material violation thereof;

(i) prosecute and defend, but not initiate without the consent of the Technical Committee, all litigation or administrative proceedings arising out of Operations;

(j) indemnify and hold harmless Non-Operator, its directors, officers, employees, agents or representatives (the “**Indemnitees**”) from and against all claims, losses, liabilities, demands, costs (including reasonable attorneys’ fees and expenses incurred by Non-Operator), damages, actions, suits or other proceedings whatsoever arising out of or attributable to any fraud, gross negligence, or willful misconduct by Operator committed by Operator and its employees or representatives under this Agreement, except to the extent contributed to by the gross negligence or willful misconduct of the Indemnitees, or where the Indemnitees acted in breach of safety, health, mining and other laws or regulations, to the extent contributed to by such breach;

(k) maintain and keep in force and, upon request by Non-Operator provide reasonable documentary verification of, levels of insurance as are reasonable for Operations in respect of its activities on the Property; such insurance shall be in force in accordance with the local industry and insurance standards and with the terms set out in Exhibit A;

(l) to the extent within its control and subject to such health, safety and mining or other regulations, permit Non-Operator, its employees or duly authorized representatives, at their own expense and risk and on reasonable notice to Operator, access to the Property, the information and data with respect to same, and Operator's books and records in relation thereto in order to examine any Operations carried out by or on behalf of Operator and results obtained therefrom;

(m) permit the Non-Operator, upon being provided with reasonable notice, to inspect and copy, at all reasonable times, any Exploration Data;

(n) during the term of this Agreement and for a period of two (2) years after the expiry or termination of this Agreement and otherwise in accordance with IFRS consistently applied, and in the manner required by the Technical Committee, maintain true and correct books, accounts and records of Exploration Expenditures;

(o) deliver to the Technical Committee monthly progress and Exploration Expenditure reports in the form stipulated by the Technical Committee indicating the status of any Approved Work Program being conducted on the Property pursuant to an Approved Budget and disclosing any significant Exploration Data learned or obtained in connection with such work (including, but not limited to, the results of any drilling program or any estimate of resources), along with an estimate of the Exploration Expenditures funded or incurred (or both, as the case may be) during that month;

(p) deliver to the Technical Committee annually a report summarizing the Operations conducted on or with respect to the Property for the previous year including any significant Exploration Data discovered or obtained (including, but not limited to, the results of any drilling program or any estimate of resources) and providing a breakdown of Exploration Expenditures funded or incurred (or both, as the case may be) in carrying out the approved Work Program for that year. Such report shall be delivered within 30 days (or in such other timeframe as may be determined by the Technical Committee) of the year end of Operations to which it relates;

(q) promptly notify the Technical Committee of any material exploration results or adverse events on the Property;

(r) follow a code of conduct for environmental management of surface exploration activities that has been approved by the Technical Committee which is in accordance with industry standards and best practices;

(s) leave the Property upon termination of this Agreement in a condition that is in substantial compliance with the requirements of all Legal Requirements;

(t) perform its, and cause its subcontractors to perform their, activities under this Agreement, with good health and safety standards expected from recognized international operators experienced in providing the types of services contemplated in this Agreement in similar locations and in compliance with applicable health and safety laws;

(u) cause its employees, and those of its subcontractors to be, trained in health and safety requirements relevant to the services to be performed;

(v) develop and carry out regular health and safety induction meetings for new employees to the site, or arrange safety management in another manner approved by the Technical Committee, and ensure that subcontractors (and their employees) carry out such meetings; and

(w) ensure that Operator, Operator's employees, Operator's subcontractors and the employees of Operator's subcontractors shall at all times maintain acceptable standards of behavior and conduct while at work and while attending, residing or visiting the communities local to the Property as allowed by applicable regulations and general best practices.

4.2 Non-Performance by Operator.

(a) Non-Operator shall have the right to declare a default hereunder if:

(i) Operator fails to perform in a manner that is consistent with good exploration, engineering and mining practices;

(ii) Operator fails to perform in a manner consistent with its duties and responsibilities under this Agreement; or

(iii) Operator is adjudged to be bankrupt or insolvent or a receiver or trustee is appointed for its business and assets.

In such event, Non-Operator shall have the option to give to Operator written notice setting forth particulars of Operator's default.

(b) If Non-Operator provides notice of default (and the fact of such default is not disputed), Operator shall have 30 days after receipt of such notice to commence to remedy the default and thereafter to proceed continuously and diligently to complete all required remedial action), and failure by Operator to do so shall be grounds for termination of Operator's appointment.

(c) If Operator fails to commence to remedy such default within such 30-day period as set forth in Section 4.2(b) above, Non-Operator shall have the election to provide a written notice of termination to Operator designating a date of termination, and upon such written notice of termination being delivered to Operator, it shall be deemed to have resigned as Operator and this Agreement shall terminate on such designated date; provided, however, in the case of a default arising because Operator is adjudged to be bankrupt or insolvent or a receiver or trustee is appointed, the termination date of this Agreement shall be deemed to pre-date the date on which Operator is adjudged to be bankrupt or insolvent or a receiver or trustee is appointed.

ARTICLE 5
TERMINATION OF AGREEMENT

5.1 Termination.

This Agreement shall terminate in the following circumstances:

- (a) Upon a written agreement by the Parties to terminate this Agreement;
- (b) Upon notification by Non-Operator as set forth in Section 5.2;
- (c) By a Party upon material default by the other Party, which material default has not been cured within 30 days after notice of such default by the non-defaulting Party to the defaulting Party.

5.2 Termination of Agreement by Non-Operator.

(a) Either Party may elect to terminate this Agreement at any time by prior written advance notice to the other Party of not less than 90 days, provided that the Non-Operator may not terminate this Agreement within an initial two year term of this Agreement, other than pursuant to Section 5.1(a) or (c) above.

(b) If this Agreement is terminated by Operator or Non-Operator as set forth in Section 5.2(a), then on or prior to the termination date:

- (i) Non-Operator shall promptly pay Operator all amounts due to Operator pursuant to this Agreement;
- (ii) Operator shall complete such analyses and records as are necessary to complete its files;
- (iii) Operator shall complete and deliver to Non-Operator a report on Operations to the date of termination, together with supporting documentation;
- (iv) Non-Operator shall fund all amounts incurred with respect to Operations through the termination date and reasonable termination expenses, such expenses to include all direct costs of Operator in completing its analyses, records and reports relating to termination.

5.3 Consequences of Termination.

(a) Upon termination of this Agreement, Operator shall return all cash funds and financial instruments advanced by the Non-Operator to the Operator in connection with this Agreement but not yet incurred or paid by the Operator as Exploration Expenditures, and shall

deliver any books and records and other assets pertaining to the Property or the Operations as soon as reasonably practicable after the appointment of the new Operator.

(b) In the event of termination due to Operator's default, all costs incurred in respect of, or associated with, the transfer of the assets to Non-Operator, including for greater certainty all Taxes levied or payable as a result thereof, shall be borne solely and entirely by Operator.

5.4 Indemnification of Operator. Non-Operator shall indemnify and hold harmless Operator, its directors, employees, agents and contractors ("**Indemnified Persons**") from and against all damage, loss, expense or liability of any nature suffered or incurred by the Indemnified Persons (including any claims made by Third Parties) in connection with Operations, including any personal injury, disease, illness or death, or physical loss of or damage to property, of the Indemnified Persons or any Third Party, to the extent caused by Non-Operator, its directors, employees, agents and contractors.

ARTICLE 6

MISCELLANEOUS PROVISIONS

6.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein without reference to conflicts of laws.

6.2 Dispute Resolution.

(a) Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity of it, or any deadlock or inability of the parties to agree on a course of action to be taken hereunder, will be referred to and finally resolved by arbitration under the rules of the British Columbia International Commercial Arbitration Centre in effect on the date hereof.

(b) The arbitration shall be subject to the following:

(i) the appointing authority will be the British Columbia International Commercial Arbitration Centre;

(ii) the case will be administered by the British Columbia International Commercial Arbitration Centre in accordance with its "Procedures for Cases under the BCICAC Rules";

(iii) the place of arbitration will be Vancouver, British Columbia;

(iv) the number of arbitrators will be one; and

(iv) the language used in the arbitral proceeding will be English.

(c) The arbitrators' fees will be paid by both Parties in equal parts during the course of the arbitration but upon final decision of the dispute, the Party not substantially prevailing will pay all costs and reimburse all arbitration costs, including the amounts paid by the substantially prevailing Party, subject to the contrary decision of the arbitrators.

6.3 Notices.

All notices, payments and other required communications to the Parties shall be in writing, and shall be given (a) by personal delivery to the applicable Party, or (b) by electronic communication, with a confirmation sent by registered or certified mail return receipt requested, or (c) by registered or certified mail return receipt requested, at the addresses set forth below:

If to Operator:

Kenorland Minerals Ltd.
#310 -119 West Pender St
Vancouver, B.C., V6B 1S5

Attention: Zach Flood, President and
CEO Email: [redacted: personal email]

If to Non-Operator:

Li-FT Power Ltd.
300-1055 West Hastings St.
Vancouver, B.C., V6C-2E9

Attention: Julie Hajduk, Director
Email: [\[redacted: personal email\]](#)

All notices shall be effective and shall be deemed delivered (i) if by personal delivery on the date of delivery if delivered during normal business hours, and, if not delivered during normal business hours, on the next Business Day following delivery, (ii) if by electronic communication on the next Business Day following receipt of the electronic communication, and (iii) if solely by mail on the next Business Day after actual receipt. A Party may change its address by notice to the other Party.

6.4 Assignment.

Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which consent may be withheld for any reason.

6.5 Currency.

All references to "dollars" or "\$" herein shall mean lawful currency of Canada.

6.6 Headings.

The subject headings of the sections and subsections of this Agreement and the paragraphs and subparagraphs of the Exhibits and Schedules to this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

6.7 Waiver.

The failure of a Party to insist on the strict performance of any provision of this Agreement or to exercise any right, power or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit the Party's right thereafter to enforce any provision or exercise any right.

6.8 Modification.

No waiver or modification of the terms and conditions of this Agreement shall be valid unless made in writing and duly executed by all of the Parties.

6.9 Force Majeure.

(a) No Party will be liable for its failure to perform any of its obligations under this Agreement (other than the making of payments or deliveries to the other Party) due to a cause beyond its control (each a "**Force Majeure Event**") (except those caused by its own lack of funds) including, but not limited to adverse weather conditions, environmental or native land claims protests or blockages, war, insurrection or other acts against a lawfully appointed or elected governing body, acts of God, fire, flood, earthquake, explosion, strikes, lockouts or other industrial disturbances, laws, rules and regulations or orders of any duly constituted governmental authority, unreasonable or unusually long delays in the granting or issuance of any necessary permits, licenses or consents for which a Party applied timely in advance of the planned activity requiring the permit, license or consent, or non-availability of labor, equipment, materials or transportation.

(b) A Party relying on the provisions of Section 6.9(a) shall promptly give written notice to the others of the particulars of the Force Majeure Event and all time limits imposed by this Agreement will be extended from the date of delivery of such notice by a period equivalent to the period of delay resulting from an Force Majeure Event.

(c) A Party relying on the provisions of Section 6.9(a) shall take all reasonable steps to eliminate any Force Majeure Event and, if possible, will perform its obligations under this Agreement as far as commercially practical, but nothing herein will require such Party to settle or adjust any labor dispute or to question or to test the validity of any law, rule, regulation or order of any duly constituted governmental authority or to complete its obligations under this Agreement if a Force Majeure Event renders completion commercially impracticable. A Party relying on the provisions of Section 6.9(a) shall give written notice to the others as soon as such Force Majeure Event ceases to exist.

6.10 Further Assurances.

Each Party agrees to take from time to time such actions and execute such additional instruments as may be reasonably necessary or convenient to implement and carry out the intent and purpose of this Agreement.

6.11 No Third Party Beneficiaries.

This Agreement is for the sole benefit of the Parties, and no other Person, including any creditor of any Party, is intended to be a beneficiary of this Agreement or shall have any rights hereunder. Nothing in this Agreement or any other agreement relating to the development of the Minerals is to constitute or be deemed to constitute a partnership for any purpose between the Parties.

6.12 Relationship of Parties.

Operator is an independent contractor. Nothing in this Agreement shall be construed to constitute a partnership for any purpose between the Parties.

6.13 Entire Agreement.

This Agreement, together with the Exhibits and Schedules hereto, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter hereof. In the event of any conflict between this Agreement and any Exhibit or Schedule attached hereto, the terms of this Agreement shall be controlling.

6.14 Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties.

6.15 Execution.

This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each Party and delivered to the other Party, it being understood that both Parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, portable document format (.pdf) or similar transmission, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

[signature page follows]

EXECUTED as of the Effective Date.

NON-OPERATOR:

LI-FT POWER LTD.

By: "Julie Hajduk"
Name: Julie Hajduk
Title: CEO

OPERATOR:

KENORLAND MINERALS LTD.

By: "Zachary Flood"
Name: Zachary Flood
Title: CEO

EXHIBIT A

Operator Insurance Terms

Operator shall obtain, and, during the term of this Agreement, maintain, and it shall cause its subcontractors to obtain and maintain, the following insurance (unless otherwise instructed by the Technical Committee) and perform the following requirements:

- (a) Comprehensive general liability insurance, having a limit of at least \$5 million inclusive of any one claim, protecting Non-Operator and their respective directors, officers, employees and agents, insuring against claims for personal injury (including death), and against claims for property damage any of which may arise directly or indirectly from work performed by Operator under this Agreement; the policy must include at least the following extensions within the main sublimit:
 - (i) Employers Liability,
 - (ii) Construction Liability,
 - (iii) Cross Liability,
 - (iv) Environmental Liability,
- (b) If helicopter or fixed wing aircraft are used in performance of the work contemplated by this Agreement, aircraft liability insurance (having a limit of not less than \$1 million per seat inclusive for any one accident or occurrence; and insuring against claims for personal injury including death) and hull coverage should be included;
 - (i) Vehicles and Mobile Equipment Liability,
 - (ii) Moral damage.
- (c) Automobile liability insurance, having a limit consistent with local practices as agreeable between the parties, and insuring against claims for bodily injury, including death, and for property damage arising out of the use of owned, leased and non-owned vehicles for the performance of any activities under this Agreement;
- (d) To provide health, accident, and worker's compensation coverage for itself and its employees, agents and subcontractors hired to perform the services hereunder;
- (e) The policy of insurance shall include sections that:
 - (i) Define "additional insured" as Non-Operator and its affiliates and their directors, officers, employees and agents with respect to the activities of Operator and its directors, officers, employees, agents, subcontractors, licensees and invitees on or in respect of the project;

- (ii) Contain a waiver of subrogation in favor of Non-Operator and its affiliates and its directors, officers, employees, agents, subcontractors, licensees and invitees; and
 - (iii) Confirm that the insurer shall provide Non-Operator with at least 30 days' notice of variation, cancellation or termination of the coverage;
- (f) Promptly furnish a Certificate of Insurance to Non-Operator as proof of insurance; and
- (g) Pay full deductible amounts if there is a claim against any policy of insurance to be paid by Non-Operator.

EXHIBIT B

Operator's Day Rates

Operator Personnel	Amount
Technical Professional	redacted: fees per day and hour
Exploration Manager	