

EMPLOYMENT AGREEMENT

THIS AGREEMENT dated for reference February 20, 2013.

BETWEEN:

WEST POINT RESOURCES INC., a corporation incorporated under the *Business Corporations Act* (British Columbia) and having its registered office at 7934 Government Rd., Burnaby, BC V5A 2E2

(the "Company")

AND:

RAVINDER S. MLAIT, of [Address - Redacted]

(the "Employee")

WHEREAS:

- A. The Company is engaged in the business of exploration for and, if warranted, development of mineral deposits;
- B. The Company wishes to hire Mr. Mlait as an employee pursuant to the terms of this Agreement, subject to the successful closing of the Company's initial public offering.

NOW THEREFORE in consideration of the premises, the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the parties hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meanings:

- 1.1. "Arbitrator" means a single arbitrator appointed (by both parties) pursuant to the *Commercial Arbitration Act*, R.S.B.C. 1996, c. 55, as amended.
- 1.2. "Board" means Board of Directors of the Company.
- 1.3. "Confidential Information" means information, whether or not originated by the Employee, that relates to the business or affairs of the Company, its affiliates, clients or suppliers and is confidential or proprietary to, about or created by the Company, its affiliates, clients, or suppliers. Confidential Information includes, but is not limited to, the following types of confidential information and other proprietary information of a similar nature (whether or not reduced to writing or designated or marked as confidential):
 - 1.3.1. information related to the Company's mineral properties, or mineral properties owned by third parties which the Company has obtained under obligations not to

disclose such information, and exploration results, estimated reserves and feasibility reports;

- 1.3.2. work product resulting from or related to work or projects performed for or to be performed for the Company or its affiliates, including but not limited to, the methods, processes, procedures, analysis, techniques and audits used in connection therewith;
- 1.3.3. computer software of any type or form and in any stage of actual or anticipated development, including but not limited to, programs and program modules, routines and subroutines, procedures, algorithms, design concepts, design specifications (design notes, annotations, documentation, flowcharts, coding sheets, and the like), source code, object code and load modules, programming, program patches and system designs;
- 1.3.4. internal Company personnel and financial information, vendor names and other vendor information, purchasing and internal cost information, internal services and operational manuals, and the manner and method of conducting the Company's business;
- 1.3.5. marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, current and prospective client lists, and future plans and potential strategies of the Company that have been or are being discussed; and
- 1.3.6. all information that becomes known to the employee as a result of his employment, acting reasonably, believes is confidential information or that the Company takes measures to protect.

1.4. "Employment Effective Date" means the initial public offering date.

2. POSITION

2.1. The employee's position of **Chief Executive Officer** will commence on the employment effective date.

3. COMPENSATION AND EXPENSES

3.1. The employee will be paid a base salary of \$24,000 per annum, on a semi-monthly basis. Future salary increases will be subject to successful performance and or future financing activity by the Company. The employee's base salary will be reviewed on a quarterly basis.

3.2. The employee will be eligible for any annual performance bonus plan the Company elects to put in place.

3.3. The employee will be eligible for any benefits plan the Company elects to put in place.

3.4. The employee will be given 21 days of vacation per year. Vacation pay is calculated as a percentage of actual accrued vacationable earnings in accordance with the Canadian Labour Code and for

the first year is prorated from the employee's date of hire. The entitlement will continue until the employee's years of service warrant an increase in this amount.

3.5. The employee will be reimbursed by the Company for the following:

3.5.1. All reasonable travel expenses incurred by the employee for business purposes.

3.5.2. All reasonable out of pocket documented costs incurred by the employee for business purposes.

3.6. The employee will be eligible to participate in any stock option plan granting options to purchase common shares of the Company to directors of the Company.

3.7. The employee will be named as an additional named insured on any mineral exploration insurance.

3.8. The employee will be named as an additional named insured on any D&O Liability Insurance when it is instituted by the Company.

4. TERMINATION

4.1. Notwithstanding paragraph 4.1, this Agreement may be terminated by:

4.1.1. Either party at any time by giving at least one (1) month advance notice in writing to the other party; or

4.2. In the event that the Company terminates this Agreement for any reason, the Company, in addition to any amounts owing to the employee under paragraph 4.4 herein, must pay the employee four (4) month's salary for each year that the employee has been an employee to the Company, with a minimum of twelve (12) months' salary payable for any termination before the third anniversary of the commencement of this Agreement.

4.3. In the event that the employee's position changes for any reason, or if there is a change of control, the Company will pay the employee a minimum of eighteen (18) months' salary if any such change happens.

4.4. Upon termination of this Agreement for any reason, the employee will be paid out his compensation package in a timely manner. The employee will:

4.2.1. Return all documents in his custody which are the property of the Company, including but not limited to all books of account, correspondence and contracts; and

4.2.2. Return all equipment and any other property in his custody which are the property of the Company.

5. GENERAL PROVISIONS

5.1. Assignability

5.1.1. No party may assign this Agreement without the written agreement of the other party.

5.1.2. In the event that the Company amalgamates with another company or changes its name, this Agreement will continue in full force and effect between the employee and the newly amalgamated or named company.

5.2. **Authorization.** The Company represents and warrants that it is fully authorized and empowered to enter into this Agreement and perform its obligations hereunder, and that performance of this Agreement will not violate any agreement between the Company and any other person, firm or organization nor breach any provisions of its constating documents or governing legislation.

5.3. **Confidential Information.**

5.3.1.1. All Confidential Information, whether it is developed by the Employee during his employment with the Company or its affiliates or clients, is the exclusive and confidential property of the Company or its affiliates or clients, as the case may be, and will at all times be regarded, treated and protected as such, as provided in this Agreement.

5.3.1.2. As a consequence of the acquisition of Confidential Information, the Employee will occupy a position of trust and confidence with respect to the affairs and business of the Company. In view of the foregoing, it is reasonable and necessary for the Employee to make the following covenants regarding the Employee's conduct during and subsequent to the Employee's employment by the Company:

- (a) At all times during his employment with the Company, the Employee will not disclose Confidential Information to any person other than as necessary in carrying out the Employee's duties on behalf of the Company. This prohibition includes, but is not limited to, disclosing or confirming the fact that any similarity exists between the Confidential Information and any other information.
- (b) At all times during his employment with the Company, the Employee will not use, copy, transfer or destroy Confidential Information other than as necessary in carrying out the Employee's duties on behalf of the Company, or as may be required by applicable law or process of discovery, without first obtaining the Company's consent and the Employee will take all reasonable precautions to prevent inadvertent use, copying, transfer or destruction of any Confidential Information disclosed by the Company to him.
- (c) Within ten (10) business days after the termination of this agreement for any reason, the Employee will promptly deliver to the Company all property of or belonging to or administered by the Company in his custody, including without limitation all Confidential Information that is embodied in any form, whether in hard copy or on electronic media.

5.4. **No other Agreement.** This Agreement cancels and supersedes any existing agreement or other arrangement between the Company and the Employee, and contain the entire agreement and obligation between the parties with respect to their respective subject matter.

5.5. **Amendment or Waiver.**

5.5.1. This Agreement may not be amended unless such amendment is agreed to in writing and signed by the Employee and an authorized officer of the Company.

5.5.2. No waiver by either party hereto of any breach by the other party hereto of any condition or provision contained in this Agreement to be performed by such other party will be deemed a waiver of any similar or dissimilar condition or provision. Any waiver must be in writing and signed by the Employee or an authorized officer of the Company, as the case may be.

5.6. **Compliance with Policies and Laws.** The Employee agrees to abide by all the Company's policies and procedures, including without limitation, the Company's code of conduct. The Employee also agrees to abide by all laws applicable to the Company, in each jurisdiction that it does business, including without limitation securities and regulations governing publicly traded companies.

5.7. **Governing Law.** This Agreement will be construed and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and will be treated in all respects as a British Columbia contract.

5.8. **Dispute Resolution.** In the event of any dispute arising under this Agreement other than a claim against the Employee in tort, the parties agree to participate in mandatory mediation before either party proceed to binding arbitration. If mandatory mediation is unsuccessful, the aggrieved party may choose binding arbitration by way of an Arbitrator, and the decision of the Arbitrator on all issues or matters submitted to the Arbitrator for resolution will be conclusive, final and binding on all of the parties. The arbitration must take place in Vancouver, British Columbia. The prevailing party is entitled to recovery of the mediator's, Arbitrator's and lawyer's fees.

5.9. **Notices.** Any notice required or permitted to be given under this Agreement must be in writing and will be properly given if delivered or faxed or emailed addressed as follows:

(a) in the case of the Company:

WEST POINT RESOURCES INC.
7934 Government Rd.
Burnaby, British Columbia
Canada V5A 2E2

Attention: Bryan Loree, bryan@westpointresources.com
Facsimile: (604) 676 - 2767

(b) in the case of the Employee:

[Address - Redacted]

Attention: Ravinder Mlait, [E-mail address - Redacted]

Any notice so given will be conclusively deemed to have been given or made on the day of delivery, if delivered, or if faxed, upon the date shown on the delivery receipt recorded by the sending facsimile machine.

5.10. **Severability.** If any provision contained herein is determined to be void or unenforceable for any reason, in whole or in part, it must not be deemed to affect or impair the validity of any other provision contained herein and the remaining provisions will remain in full force and effect to the fullest extent permissible by law.

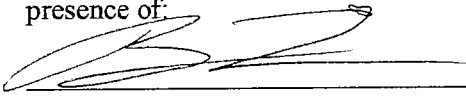
5.11. **Counterparts/Facsimile Execution.** This Agreement may be executed in several counterparts and each counterpart will together constitute one original document.

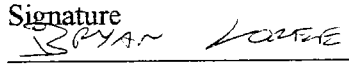
IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

WEST POINT RESOURCES INC.

Per: 
Authorized Signatory

EXECUTED by **RAVINDER MLAIT** in the presence of:



Signature


Print Name
[Address - Redacted]

Address

Accountant
Occupation


_____ **RAVINDER MLAIT**