



UNITED LITHIUM

STATEMENT OF EXECUTIVE COMPENSATION

FOR THE YEARS ENDED:

JULY 31, 2020 and JULY 31, 2019

Dated: January 27, 2021

STATEMENT OF EXECUTIVE COMPENSATION

GENERAL

For the purpose of this Statement of Executive Compensation:

“**Company**” means United Lithium Corp.;

“**compensation securities**” includes stock options, convertible securities, exchangeable securities and similar instruments including stock appreciation rights, deferred share units and restricted stock units granted or issued by the company or one of its subsidiaries for services provided or to be provided, directly or indirectly, to the company or any of its subsidiaries;

“**NEO**” or “**named executive officer**” means each of the following individuals:

- (a) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as chief executive officer (“**CEO**”), including an individual performing functions similar to a CEO;
- (b) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as chief financial officer (“**CFO**”), including an individual performing functions similar to a CFO;
- (c) in respect of the Company and its subsidiaries, the most highly compensated executive officer other than the individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year ended **July 31, 2020** whose total compensation was more than \$150,000 for that financial year; and
- (d) each individual who would be a named executive officer under paragraph (c) but for the fact that the individual was not an executive officer of the Company, and was not acting in a similar capacity, at the end of that financial year;

“**plan**” includes any plan, contract, authorization, or arrangement, whether or not set out in any formal document, where cash, compensation securities or any other property may be received, whether for one or more persons;

“**underlying securities**” means any securities issuable on conversion, exchange or exercise of compensation securities.

Based on the foregoing definitions during the most recently completed financial year ended **July 31, 2020**, the Company had **four (4)** NEOs, namely Gurchan (Charn) Deol, *former* Chief Financial Officer and Corporate Secretary, Matthew Rhoades, *former* Chief Executive and President, Michael A. Dehn, Chief Executive Officer and President, and Faizaan Lalanni, Chief Financial Officer

DIRECTOR AND NEO COMPENSATION

Director and NEO compensation, excluding options and compensation securities

The following table sets forth all compensation paid, payable, awarded, granted, given, or otherwise provided, directly or indirectly, by the Company or its subsidiary, to each NEO and director of the Company, in any capacity, including, for greater certainty, all plan and non-plan compensation, direct and

indirect pay, remuneration, economic or financial award, reward, benefit, gift or perquisite paid, payable, awarded, granted, given or otherwise provided to the NEO or a director of the Company for services provided and for services to be provided, directly or indirectly, to the Company or its subsidiary.

Table of compensation excluding compensation securities							
Name and position	Year Ended July 31	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Michael Dehn ⁽¹⁾ Director, President and CEO	2020	96,000 ⁽²⁾	Nil	Nil	Nil	Nil	96,000
	2019	72,000 ⁽²⁾	Nil	Nil	Nil	Nil	Nil
	2018	N/A	N/A	N/A	N/A	N/A	N/A
Faizaan Lalani ⁽³⁾ Director, CFO	2020	Nil	Nil	Nil	Nil	Nil	Nil
	2019	Nil	Nil	Nil	Nil	Nil	Nil
	2018	N/A	N/A	N/A	N/A	N/A	N/A
Charn Deol ⁽⁴⁾ <i>Former Director, Former CFO and Former Corporate Secretary</i>	2020	32,000 ⁽⁵⁾	Nil	Nil	Nil	Nil	32,000
	2019	63,000 ⁽⁵⁾	Nil	Nil	Nil	Nil	
	2018	\$20,000 ⁽⁶⁾	N/A	N/A	N/A	N/A	\$20,000
Matthew Rhoades ⁽⁷⁾ <i>Former Director; Former Vice President, Exploration Former CEO & Former President</i>	2020	Nil	Nil	Nil	Nil	Nil	Nil
	2019	56,163 ⁽⁸⁾	Nil	Nil	Nil	Nil	56,163
	2018	Nil	N/A	N/A	N/A	N/A	N/A
George Sharpe ⁽⁹⁾ <i>Former Director, Former CEO and Former President</i>	2020	N/A	N/A	N/A	N/A	N/A	N/A
	2019	N/A	N/A	N/A	N/A	N/A	N/A
	2018	\$6,860 ⁽¹⁰⁾	Nil	Nil	Nil	Nil	\$6,860
Anthony Kovschak ⁽¹¹⁾ <i>Former Director</i>	2020	Nil	Nil	Nil	Nil	Nil	Nil
	2019	10,000 ⁽¹²⁾	Nil	Nil	Nil	Nil	10,000
	2018	Nil	N/A	N/A	N/A	N/A	N/A
John Read ⁽¹³⁾ <i>Former Director</i>	2020	Nil	Nil	Nil	Nil	Nil	Nil
	2019	10,000 ⁽¹⁴⁾	Nil	Nil	Nil	Nil	10,000
	2018	Nil	N/A	N/A	N/A	N/A	N/A

Table of compensation excluding compensation securities							
Name and position	Year Ended July 31	Salary, consulting fee, retainer or commission (\$)	Bonus (\$)	Committee or meeting fees (\$)	Value of perquisites (\$)	Value of all other compensation (\$)	Total compensation (\$)
Robert Dubeau ⁽¹⁵⁾ <i>Former Director</i>	2020	Nil	Nil	Nil	Nil	Nil	Nil
	2019	Nil	Nil	Nil	Nil	Nil	Nil
	2018	N/A	N/A	N/A	N/A	N/A	N/A
Herrick M.T. Lau ⁽¹⁶⁾ <i>Former Director</i>	2020	Nil	Nil	Nil	Nil	Nil	Nil
	2019	Nil	Nil	Nil	Nil	Nil	Nil
	2018	Nil	Nil	Nil	Nil	Nil	Nil
Lan Shangguan ⁽¹⁷⁾ <i>Former Director</i>	2020	N/A	N/A	N/A	N/A	N/A	N/A
	2019	N/A	N/A	N/A	N/A	N/A	N/A
	2018	5,000 ⁽¹⁸⁾	Nil	Nil	Nil	Nil	5,000
Sheri Rempel ⁽¹⁹⁾ <i>Former Director, Former CFO, Former Corporate Secretary</i>	2020	N/A	N/A	N/A	N/A	N/A	N/A
	2019	N/A	N/A	N/A	N/A	N/A	N/A
	2018	12,645 ⁽²⁰⁾	Nil	Nil	Nil	Nil	12,645

NOTES:

- (1) Michael Dehn was appointed as director October 19, 2018 and appointed as President and Chief Executive Officer on November 7, 2018.
- (2) This amount was paid in consulting fees.
- (3) Faizaan Lalani was appointed as director and Chief Financial Officer on October 19, 2018.
- (4) Charn Deol was a director from June 19, 2017 until October 29, 2019 and Chief Financial Officer and Corporate Secretary from July 27, 2018 until October 29, 2019.
- (5) This amount was paid in connection to consulting fees to Spiral Investment Corp, a company formerly wholly owned by Char Deol.
- (6) \$5,000 was paid in connection to director fees to Sprint Capital Corp., a company formerly owned 50% by Charn Deol. \$15,000 paid in connection to consulting fees to Spiral Investment Corp., a company wholly owned by Charn Deol.
- (7) Matthew Rhoades was a director from July 27, 2018 until October 29, 2019 and was President and CEO from July 27, 2018 until November 7, 2018.
- (8) \$46,163 was paid in connection to consulting fees and \$10,000 was paid in connection to director fees.
- (9) George Sharpe was a director, from November 1, 2017 until October 19, 2018 and President and CEO from November 1, 2017 until July 27, 2018.
- (10) George Sharpe was paid \$5,000 in director fees and the remaining \$1,680 in consulting fees.
- (11) Anthony Kovschak was a director from July 27, 2018 until October 29, 2019.
- (12) This amount was paid in connection to director fees.
- (13) John Read was a director from August 20, 2018 until October 29, 2019.
- (14) This amount was paid in connection to director fees
- (15) Robert Dubeau was a director from October 29, 2019 until December 11, 2020.
- (16) Herrick M.T. Lau was a director from October 29, 2018 until September 23, 2020.
- (17) Lan Shangguan was a director from Jun 19, 2017 to July 27, 2018
- (18) This amount was paid in connection to Red Creek Consulting Inc., a company controlled by Lan Shangguan.
- (19) Sheri Rempel was a director, Chief Financial Officer, and Corporate Secretary from April 28, 2017 until July 27, 2018.

Stock Options and Other Compensation Securities

The Company did not grant any compensation securities to any of the directors or NEOs during the financial years ended **July 31, 2019 and July 31, 2020**.

Exercise of Compensation Securities by Directors and NEOs

There were no compensation securities exercised by a director or NEO during the financial years ended **July 31, 2019 and July 31, 2020**.

Stock Option Plans and Other Incentive Plans

The Company's Stock Option Plan was adopted on June 19, 2017, and permits the Board from time to time, in its discretion and in accordance with applicable securities laws and policies of the Canadian Securities Exchange, to grant to directors, officers, employees and consultants options to purchase common shares of the Company ("**Option Shares**"), provided that the number of Option Shares reserved for issuance will not exceed 10% of the then issued and outstanding common shares of the Company.

The Stock Option Plan was established to attract and retain directors, officers, employees, and consultants and to motivate them to advance the interests of the Company by affording them with the opportunity to acquire an equity interest in the Company through options granted under the Stock Option Plan to purchase Option Shares. The options are exercisable for a period determined by the Board, so long as the optionee maintains the optionee's position with the Company.

The following information is intended to be a brief description of the Plan and is qualified in its entirety by the full text of the Stock Option Plan.

Summary:

- the aggregate number of shares that may be issued pursuant to options granted under the Stock Option Plan, unless otherwise approved by shareholders, may not exceed that number which is equal to 10% of the issued and outstanding shares of the Company at the time of the grant;
- subject to a minimum exercise price of \$0.05 per Option Share, the minimum exercise price of an option granted under the Stock Option Plan must not be less than the closing market price of the common shares of the Company on the trading day immediately preceding the date of grant, less any applicable discount allowed by the Canadian Securities Exchange.
- the term of any stock option will not exceed ten years;
- if a director or officer, ceases to hold office for any reason other than death, such director or officer shall have the right to exercise any vested option granted to him under the Plan and not exercised prior to such cessation within a period of 90 days after the date of such cessation of office, or such shorter period as may be set out in the optionee's written agreement;
- if an employee or consultant ceases to be so engaged by the Company for any reason other than death, such employee or consultant shall have the right to exercise any vested option granted to him under the Stock Option Plan and not exercised prior to such termination within a period of 30 day after the date of termination , or such shorter period as may be set out in the optionee's written agreement;
- if an optionee who is engaged in investor relations activities ceases to be so engaged by the Company, such optionee shall have the right to exercise any vested option granted to the optionee under the Plan

and not exercised prior to such termination within a period of 30 days after the date of termination, or such shorter period as may be set out in in the optionee's written agreement;

- if an optionee dies prior to the expiry of an option, his heirs or administrators may within 12 months from the date of the optionee's death exercise that portion of an option granted to the optionee under the Plan which remains vested and outstanding;
- the aggregate number of common shares subject to an option that may be granted to any one individual in any 12-month period under the Stock Option Plan shall not exceed 5% of the issued outstanding shares common shares determined at the time of such grant;
- the aggregate number of common shares subject to an option that may be granted to any one consultant in any 12-month period under the Stock Option Plan shall not exceed 2% of the issued outstanding shares common shares determined at the time of such grant;
- the aggregate number of common shares subject to an option that may be granted to any one person conducting investor relations activities in any 12-month period under the Stock Option Plan shall not exceed 2% of the issued outstanding shares common shares determined at the time of such grant;
- the Board of directors will determine the vesting schedule for each stock option granted with the exception that options granted to any person engaged in investor relations activities shall vest in stages over 12 months with no more than ¼ of the stock options vesting in any three-month period and in accordance with the rules and policies of the regulatory authorities; and
- all options are non-assignable and non-transferable.

A full copy of the Stock Option Plan is available from the Company upon written request.

Employment, consulting and management agreements

During the financial years end of **July 31, 2019 and July 31, 2020**, there were no agreements or arrangements that provided for compensation to NEOs or directors of the Company, or that provided for payments to a NEO or director at, following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, severance, a change of control in the Company or a change in the NEO or director's responsibilities.

The Company has entered into the following employment, consulting and/or management agreements with the Company's current NEOs and/or directors:

Consulting Agreement with Michael Dehn

Pursuant to an agreement dated November 11, 2018, the Company entered into a consulting agreement (the "**Consulting Agreement**") with Mimosa Springs, a company wholly owned by Michael Dehn (the "**Consultant**"), whereby the Consultant provides general management and financial services to the Company (the "**Services**") under the title of President and Chief Executive Officer.

Term

The term of the Consulting Agreement with Mimosa Springs will be for a period of one (1) year unless one party provides written notice to the other party of its intention to terminate at least three (3) months prior to the end of the term.

Compensation

As compensation in connection with the Consulting Agreement with Mimosa Springs, the Consultant is to

receive a base fee of \$8,000 (plus applicable taxes) for the full term of the Consulting Agreement. The base fee shall increase effective on each annual anniversary by an amount equal to the annual StatsCan CPUI change (excluding energy) as published by StatsCan and such annual base fee increases shall not be less than zero percent (0%).

Bonus

In addition, a bonus program shall be additional to the compensation whereby it will include \$50,000 worth of common stock of the Company on the completion of the acquisition of the first significant property for the Company. In addition, \$50,000 on the completion of a significant financing for the Company. A bonus may be negotiated for subsequent financings.

Termination

Should the Company provide the Consultant with notice of intent to terminate the Consulting Agreement with Mimosa Springs for reasons other than just cause or change of control, or a vote over 5% of the shareholder then the Company shall pay the Consultant immediately a lump sum payment equal to the number of months remaining in the term times the monthly base fee (plus applicable taxes), or alternatively, some other mutually agree upon amount.

Change of Control

If, within the two (2) year prior commencing on a change of control (the “**Change of Control**”) as defined in the Consulting Agreement with Mimosa Springs, the Company terminates the Consulting Agreement with Mimosa Springs for any reason other than just cause, or the Company terminates the Consulting Agreement with Mimosa Springs for good reason, the Company agrees to provide the Consultant an immediate cash payment (plus applicable taxes) a) where the Consultant has been providing Services for less than twelve months equal to \$96,000 (base fee times twelve (12) months) or b) where the Consultant has been providing the Services for less than twenty four (24) months equal to \$192,000 (base fee times twenty four (24) months) or c) where the Consultant has been providing services for more than twenty-four (24) months equal to \$288,000 (base fee times 36 months).

Consulting Agreement with Faizaan Lalani

Pursuant to an agreement dated July 1, 2020 as amended October 30, 2020, , the Company entered into a consulting agreement (the “**Consulting Agreement**”) with 1196016 BC Ltd., a company wholly owned by Faizaan Lalani (the “**Consultant**”), whereby the Consultant provides general management and operating services to the Company (the “**Services**”).

Term

The term of the Consulting Agreement with 1196016 BC Ltd. will commence on July 1, 2020 and will continue indefinitely until either the Company or the Consultant terminates the Consulting Agreement in accordance with the Consulting Agreement.

Compensation

As compensation in connection with the Consulting Agreement with 1196016 BC Ltd. the Consultant is to receive a monthly fee of \$3,000 (plus GST).

Termination

The Consulting Agreement with 1196016 BC Ltd. may be terminated without cause by either party with not less than one (1) month's written notice (the "**Notice to Terminate**") to the other party. In the event the Company elects to terminate the Consulting Agreement with 1196016 BC Ltd, the Consultant shall upon receipt of the Notice to Terminate make no further commitments in relation to the Services and shall take all reasonable steps necessary to minimize costs arising from commitments made prior to the receipt of the Notice to Terminate. The Company shall provide the Management Fee to the date of termination and pay it to the Consultant.

Consulting Agreements with Charn Deol, Sheri Rempel, Lan Shangguan and George Sharpe

Pursuant to agreements dated for reference July 9, 2018, the Company entered into consulting agreements (collectively, the "**Consulting Agreements**") with Charn Deol, Sheri Rempel, Lan Shangguan and George Sharpe (collectively, the "**Consultants**" or "**Consultant**") to provide various consulting services. As compensation for the consulting services, the Company granted 50,000 incentive stock options (the "**Options**") exercisable for \$0.50 per option share, which options shall be fully vested as of January 17, 2019, being the date that is six months from the date of DTC Eligibility of the Company's common shares. The options shall be subject to the terms and provisions of the Company's stock option plan in force on the date hereof. The Company confirms that it has obtained all requisite regulatory and board approvals for the granting of the stock options. The Consulting Agreements contains various termination clauses by the Company or by the respective Consultant.

Termination and Change of Control Benefits

Other than disclosed above, during the financial years ended **July 31, 2019 and July 31, 2020**, the Company did not have a compensation plan, contract, or arrangement where a NEO is entitled to receive more than \$50,000 to compensate such executive officers in connection with any termination (whether voluntary, involuntary or constructive), resignation or retirement, or as a result of a change in control of the Company or a change in the NEOs responsibilities.

Oversight and description of director and named executive officer compensation

Compensation of Directors

The compensation of directors and the CEO is determined by the Board as a whole. Such compensation is determined after consideration of various factors, including the expected nature and quantity of duties and responsibilities, past performance, comparison with compensation paid by other issuers of comparable size and nature, and the availability of financial resources.

During the financial year ended **July 31, 2019 and July 31, 2020**, the Company compensated some of the directors a cash payment of \$5,000 for their services in their capacity as directors. The Company also grants its directors incentive stock options. See Section 4 – Executive Compensation – Stock Options and Other Compensation Securities. The quantity and quality of Board compensation is reviewed on an annual basis. At present, the Board is satisfied that the current compensation arrangements adequately reflect the responsibilities and risks involved in being an effective director of the Company. The number of options to be granted to any director or officer is determined by the Board as a whole, thereby providing the independent director(s) with significant input into compensation decisions. Given the current size and limited scope of operations of the Company, the Board does not believe that a formal compensation committee is required. At such time and in the opinion of the Board, should the size and activities of the Company and the number of management employees warrant the formation of a formal compensation committee, one shall be appointed at such time.

Compensation of NEOs

The overall objective of the Company's compensation strategy is to offer certain compensation components to ensure that the Company has in place programs to attract, retain and develop management of the highest quality and can provide for the orderly succession of management, including receipt on an annual basis of any recommendations of the chief executive officer, if any, in this regard.

The NEOs compensation is currently comprised of two components: a short-term compensation component, which includes the payment of management fees to certain NEOs, and a long-term compensation component, which includes the grant of stock options under the Incentive Stock Option Plan. Management fees primarily reward recent performance and incentive stock options encourage NEOs and directors to continue to deliver results over a longer period of time and serve as a retention tool. The Company intends to further develop these compensation components.

The management fee for the NEOs, as applicable, is reviewed in consultation with the Board of directors and executive officers periodically and or pursuant to any agreements entered into with the Company and is determined by the Board based on the level of responsibility and experience of the individual, the relative importance of the position to the Company, the professional qualifications of the individual and the performance of the individual over time.

The second component of the executive officers' compensation is incentive stock options. The objectives of the Company with respect to compensation are to align the interests of the Company's NEOs, Board of directors, employees and consultants with the interests of the shareholders of the Company. Therefore, a significant portion of total compensation is the granting of incentive stock options by the Company.

Although it has not to date, the Board may in the future consider, on an annual basis, an award of bonuses to key executives and senior management. The amount and award of such bonuses is expected to be discretionary, depending on, among other factors, the financial performance of the Company and the performance of the NEOs and Board of directors.

The Company relies on Board discussion, without formal objectives, criteria and analysis, when determining executive compensation. There are currently no formal performance goals or similar conditions that must be satisfied in connection with the payment of executive compensation.

The NEOs' performances and salaries or fees are to be reviewed pursuant to the agreements entered into with the Company. Increases in management fees are to be evaluated on an individual basis and are performance and market-based.

Pension disclosure

The Company does not have any pension, defined benefit, defined contribution or deferred compensation plans currently in place or proposed at this time.