

AGREEMENT FOR THE GRANT OF FINANCIAL ASSISTANCE

BETWEEN: THE GOUVERNEMENT DU QUÉBEC, herein acting and represented by la ministre responsable des Affaires autochtones, M^{me} Sylvie D'Amours and la ministre responsable des Relations canadiennes et de la Francophonie canadienne, M^{me} Sonia LeBel;

(hereinafter designated "QUÉBEC"; "QUÉBEC" may however, depending on the context, designate la ministre responsable des Affaires autochtones),

AND: THE CREE NATION GOVERNMENT, a legal person established in the public interest under the *Act respecting the Cree Nation Government* (CQLR, chapter G-1.031), having its head office at 2 Lakeshore Road, Nemaska, Québec J0Y 3B0, herein acting and represented by its Chairman, Dr. Abel Bosum, duly authorized;

(hereinafter sometimes designated the "PARTNER"),

(hereinafter designated jointly the "PARTIES" and, individually, a "PARTY")

PREAMBLE

WHEREAS on February 12, 2020 the gouvernement du Québec approved (Order in Council No. 92-2020) the *Memorandum of Understanding on the Cree-Québec Sustainable Infrastructure Development Program in the Eeyou Istchee James Bay Region* between the gouvernement du Québec, the Grand Council of the Crees (Eeyou Istchee) and the Cree Nation Government (hereinafter the "MOU");

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WHEREAS the MOU provides that a "Grand Alliance" is established in order, in particular, to proceed with the planning, development and implementation of a comprehensive, long-term (30-year) infrastructure program for the Eeyou Istchee James Bay Region (hereinafter the "Infrastructure Program");

WHEREAS the Cree-Québec Alliance Council (hereinafter the "Council") is established under the MOU in order to develop, propose and coordinate the implementation of the Infrastructure Program;

WHEREAS, in accordance with the MOU, the Council shall, within 12 months of the signing of the MOU, complete a technical and financial feasibility study in relation to Phase I of the Infrastructure Program and develop a pre-feasibility study for Phases II and III of the Infrastructure Program (hereinafter collectively called the "Project");

WHEREAS the PARTNER has confirmed a financial commitment of \$15,000,000 to carry out the Project;

WHEREAS the PARTNER has undertaken steps with the Government of Canada in order to secure additional financial assistance from it to carry out the Project;

WHEREAS the PARTIES have identified the PARTNER to carry out the Project;

WHEREAS the mission of the ministre responsable des Affaires autochtones is to promote the establishment and maintenance of harmonious relations with the Native nations and communities of Québec and to thereby foster their development in Québec;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Object

QUÉBEC grants the PARTNER financial assistance of a maximum amount of fifteen million dollars (\$15,000,000), during the 2019-2020 fiscal year, in priority for carrying out a technical and financial feasibility study in relation to Phase I of the

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Infrastructure Program and, subsequently, for the development of a pre-feasibility study for Phases II and III of the Infrastructure Program, the whole in accordance with the directives of the Council. These studies are collectively called hereinafter the "Project", as described in Appendix A.

This financial assistance is in addition to any financial assistance provided by the PARTNER as part of the Project. It will be used to pay the eligible expenses of the Project, as specified in Appendix B, equally with the contribution of the PARTNER up to \$15,000,000.

The contributions of QUÉBEC and the PARTNER may be used for different elements among those provided for the Project, as agreed by the Project Implementation Committee, as defined in clause 5 of this Agreement (hereinafter the "Committee").

2. Term

This Agreement comes into force on the date on which the last of the PARTIES signs it and ends on the date on which all the obligations provided for therein have been fulfilled, at the latest on March 31, 2022 or on another date agreed by the PARTIES.

Clause 3, paragraphs 4, 5 and 14, and clauses 6, 8, 14 and 15 shall survive the end of this Agreement.

This Agreement is not subject to tacit renewal.

3. CONDITIONS OF GRANT

In order to benefit from the financial assistance provided for in clause 1, the PARTNER undertakes to comply with the following conditions:

- 1° carry out a technical and financial feasibility study in relation to Phase I of the Infrastructure Program not later than February 12, 2021, or by another date agreed by the PARTIES, as described in Appendix A, which includes activities which, although not specifically listed herein, are necessary for its completion;

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- 2° develop a pre-feasibility study for Phases II and III of the Infrastructure Program not later than February 12, 2021, or by another date agreed to by the PARTIES, as described in Appendix A, which includes activities which, although not specifically listed herein, are necessary for its completion;
- 3° use the financial assistance granted by this Agreement, as well as the investment income generated by it, for the sole purposes of the Project and only for the expenses provided for in Schedule B (Eligible Expenses);
- 4° reimburse QUÉBEC, upon expiration of this Agreement, any unused amount of the financial assistance, including the interest earned thereon;
- 5° reimburse QUÉBEC, as soon as possible, any amount of the financial assistance, as well as the investment income generated by it, used for purposes other than those provided for in this Agreement, unless these expenses have been previously approved by the Committee;
- 6° submit to the Council and the Committee, within ninety (90) days of completion of the technical and financial feasibility study in relation to Phase I of the Infrastructure Program, an interim report including a detailed and complete statement of the activities carried out as well as their costs and schedule, as described in Appendix A. A copy shall be provided in French and in English;
- 7° submit to the Council and the Committee, within ninety (90) days of completion of the Project, a final report including a detailed and complete statement of the activities carried out under the Project in accordance with Appendix A, as well as the costs of these activities according to the distribution between the financial partners. A copy shall be provided in French and in English;
- 8° submit to QUÉBEC, not later than ninety (90) days following the completion of the Project, an audit report by an external auditor

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demonstrating that the use of the financial assistance during the entire duration of carrying out the Project has complied with the requirements of this Agreement. A copy shall be provided in French and in English;

- 9° provide the Council and the Committee, within ninety (90) days of completion of the feasibility study to the satisfaction of the Council, a hard copy and an electronic copy of the technical and financial feasibility study for Phase I of the Infrastructure Program in accordance with Appendix A. These copies shall be provided in French and in English;
- 10° provide the Council and the Committee, within ninety (90) days of completion of the pre-feasibility study to the satisfaction of the Council, a hard copy and an electronic copy of the pre-feasibility study for Phases II and III of the Infrastructure Program in accordance with Appendix A. These copies shall be provided in French and English;
- 11° notify QUÉBEC in writing and as soon as possible of any other financial assistance received or requested from a source other than QUÉBEC in relation to the Project;
- 12° obtain the prior authorization of the Council, before making any modification that may affect the nature, extent or pace of carrying out the Project;
- 13° provide the Council, at the request of one of its members, with any relevant document or information that it may reasonably require regarding the carrying out of the Project;
- 14° keep, for purposes of verification by QUÉBEC, its books, documents, accounts or invoices accompanied by all the supporting documents relating to the carrying out of the Project as well as all the contract award documents for a period of six (6) years following the expiry of this Agreement, and allow access to a representative of QUÉBEC and permit him to take a copy.

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4. PAYMENT TERMS

The financial assistance provided by QUÉBEC shall be paid to the PARTNER on the basis of grant funding in a single maximum payment of \$15,000,000, not later than March 31, 2020.

This agreement does not commit QUÉBEC to pay any amount in addition to this financial assistance if it proves to be insufficient for the full realization of the Project.

In addition, QUÉBEC reserves the right, after consulting the Council, to reduce proportionately the amount of the financial assistance if:

- 1 ° the total eligible expenses, actually incurred by the PARTNER, is lower than the total expenses provided for the Project;
- 2 ° the PARTNER contributes less than \$15,000,000 to the Project during its duration;
- 3 ° the PARTNER modifies the Project without the prior written consent of the Council.

5. PROJECT IMPLEMENTATION COMMITTEE

The PARTIES agree to establish a Project Implementation Committee within thirty (30) days of the signing of this Agreement.

The Committee shall meet monthly, or as often as it deems necessary to carry out its mandate, as defined in this clause. Committee decisions will be made by consensus. The Committee will continue to exist until all of the obligations of this Agreement have been met.


5.1 Establishment

The Committee:

- i) will have equal representation of one member from each of the PARTIES, to whom will be added a representative of the ministère de l'Énergie et des

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Ressources naturelles, the ministère des Transports and the Société du Plan Nord as well as an equal number of representatives appointed by the PARTNER. The Committee may retain other resources, if it deems it necessary;

- ii) will be co-chaired by the representatives of the PARTIES.

5.2 Mandate

The Committee has the mandate, under the aegis of the Council, to see to the implementation of the Project and the monitoring of this Agreement.

In particular, it will:

- i) ensure the smooth running, monitoring and quality of the activities carried out for the Project, in particular by making recommendations to the PARTNER;
- ii) analyze and approve the reports of the PARTNER provided herein;
- iii) analyze the technical and financial feasibility study for Phase I of the Infrastructure Program and make recommendations to the Council in this regard;
- iv) analyze the pre-feasibility study for Phases II and III of the Infrastructure Program and make recommendations to the Council in this regard;
- v) define the activities to be carried out and the expected results for the technical and financial feasibility study for Phase I and the pre-feasibility study for Phases II and III of the Infrastructure program, the whole in accordance with the directives of the Council and taking into account the parameters provided for in section 7 of the MOU;
- vi) ensure the carrying out of any other function which is the subject of an agreement between the PARTIES.

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In carrying out its mandate, the Committee shall follow any recommendation provided by the Council and, if necessary, refer to the latter for any question relating to the conduct of the Project.

6. CONFIDENTIALITY

Neither of the PARTIES, without the consent of the other PARTY, will divulge or communicate to any person or entity or exploit for any purpose whatsoever any confidential information disclosed to it by another PARTY or any confidential information obtained or produced under the Project.

"Confidential information" means all information, written or oral, furnished by a PARTY, directly or indirectly, to the receiving PARTY, including but not limited to all contracts, financial information, engineering reports, environmental reports, technical and economic data, marketing terms and arrangements, knowledge, know-how and related information such as plans, maps, drawings, field notes, sketches, photographs, computer records or software, specifications, models, or other information which is or may be either applicable to or related in any way to the assets, business or affairs of the disclosing PARTY or to the Project.

Such prohibition does not prevent the disclosure by either of the PARTIES of confidential information to their principals, directors, officers, employees or advisors in connection with any of the matters contemplated by this Agreement or in the context of the Project or disclosure which is ordered or required by any applicable law or competent judicial, governmental or other authority or in accordance with the requirements of any recognized stock exchange.

Confidential information shall not include information that is already known to the receiving PARTY on a non-confidential basis from a source that is entitled to disclose the information, or that is or becomes generally available to the public other than as a result of any act or omission of the receiving PARTY or its officers, employees or advisers, or that is received by the receiving PARTY from a third party which is not prohibited from disclosing it.

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7. PUBLICITY

The content and timing of any press releases and announcements regarding this Agreement or the Project require the prior written approval of each of the PARTIES, provided that this shall not prevent any PARTY making any announcement which it is required to make by any applicable law or competent judicial, governmental or other authority or in accordance with the requirements of any recognized stock exchange.

This provision does not prevent the PARTIES to publicly state the simple fact that there are ongoing discussions between the PARTIES or that this Agreement is being implemented.

8. COPYRIGHT

8.1 Intellectual Property

The intellectual property rights resulting from the documents and works carried out within the framework of the Project remain the exclusive property of the PARTNER.

8.2 Licence

The PARTNER grants to QUEBEC a non-exclusive, transferable and irrevocable licence allowing it to reproduce, adapt, publish, communicate to the public, by any means whatever, translate, execute or present in public the results of the Project carried out by the PARTNER, for didactic, dissemination or any purposes deemed useful by QUÉBEC.

This licence is granted without territorial limit and without time limit, in particular to allow QUÉBEC to make this information accessible for consultation on its website.

Any consideration for the copyright licence granted under this Agreement is included in the amount of financial assistance provided for in clause 1.

In any communication that is the subject of the licence, it is agreed that the PARTNER's contribution will be mentioned.

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8.3 Moral Right

The PARTNER undertakes to waive in favour of QUÉBEC its moral right to the integrity of the work carried out or, if necessary, to obtain from the author of the work carried out, in favour of QUÉBEC, a waiver of their moral right to the integrity of the work.

9. TERMINATION

QUÉBEC reserves the right, at any time and subject to the other remedies available to it, to terminate this Agreement if the PARTNER fails to meet any of the terms, conditions or substantive obligations incumbent upon it under this Agreement.

QUÉBEC must send a notice of termination to the PARTNER and the PARTNER will have thirty (30) working days to remedy the default set out in the notice and notify QUÉBEC, failing which this Agreement will be automatically terminated from the date of expiration of this period, without compensation or indemnity for any reason whatever.

The fact that QUÉBEC does not exercise its right to terminate may not be interpreted as a waiver of its exercise.

10. COMMUNICATION AND REPRESENTATIVES OF THE PARTIES

For purposes of the application of this agreement, including for any approval which is required herein, the PARTIES designate respectively to represent them the persons mentioned below.

Any notice, instruction, recommendation or document required under this Agreement, to be valid and binding on the PARTIES, must be given by means permitting proof of receipt at a specific time, at the following coordinates:

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QUÉBEC :

SECRÉTARIAT AUX AFFAIRES AUTOCHTONES
Attention de : M^{me} Marie-José Thomas
905, avenue Honoré-Mercier, 1^{er} étage
Québec (Québec) G1R 5M6

Telephone : 418 643-3166
Fax: 418 646-4918

PARTNER

CREE NATION GOVERNMENT
Attention: M^{re} Paul John Murdoch
700 ouest, rue de la Gauchetière, Suite 1600
Montréal (Québec) H3B 5M2

Telephone: 514 861-5837
Fax: 514 861-0760

Any change of address or representative must be notified to the other PARTY within ten days of this change.

11. ASSIGNMENT

The rights and obligations provided for in this Agreement may not, under penalty of nullity, be assigned, in whole or in part, without the prior written authorization of QUEBEC, which may stipulate conditions for this purpose.

12. INTERPRETATION

The preamble and the appendices mentioned in this Agreement form an integral part of it and the PARTIES declare having read and accepted them. In the event of a conflict between the appendices and this Agreement, this Agreement will prevail.

This document constitutes the only agreement between the PARTIES with regard to the Project and any agreement not reproduced herein is deemed to be null and void.

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13. AMENDMENTS

Any amendment of the content of this Agreement must be the subject of a written agreement between the PARTIES. Such agreement cannot change the nature of this Agreement and it will be an integral part hereof.

14. PLACE OF AGREEMENT AND APPLICABLE LAW

For the application and execution of this Agreement, it is deemed to have been made and concluded in Quebec City.

This Agreement is governed by the laws of Quebec and interpreted in accordance with them. In the event of a dispute, the courts of Quebec will have sole jurisdiction.

This Agreement is made subject to all rights of QUÉBEC and the Crees, whether under the JBNQA or otherwise under the *Agreement concerning a New Relationship between the gouvernement du Québec and the Crees of Quebec* of 2002 (the "Paix des braves"), the *Agreement on Governance in the Eeyou Istchee James Bay Territory* (the "Governance Agreement") or the MOU.

It shall not be used to interpret the JBNQA and shall not in any way limit the rights of QUÉBEC, the Crees or any Cree entity with regard to any subject addressed directly or indirectly herein, and shall in no case limit any position that may be adopted by them or by QUÉBEC with regard to these subjects, in any forum whatever.

This Agreement does not constitute an agreement or a treaty as contemplated in section 35 of the *Constitution Act, 1982*, nor is it to be interpreted in any way as abrogating, derogating, negating or recognizing any aboriginal, treaty or other rights.

Nothing in this Agreement amends, affects, modifies, limits or prejudices or shall be interpreted so as to amend, affect, modify, limit or prejudice the JBNQA, the *Paix des braves*, the *Governance Agreement* or the MOU, the rights of the PARTIES or any funding under them.

The provisions of these agreements and applicable laws prevail in the event of any inconsistency with the provisions of this Agreement.

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The scope of this Agreement is limited by its provisions. Thus, this Agreement does not concern or have any effect on the issues, questions or funding to which reference is not made herein. For greater certainty, all of the terms and conditions of this Agreement apply only to the funding provided for in this Agreement and not to any other funding received by the Cree Nation Government.

15. DISPUTE SETTLEMENT

In the event of a dispute arising from the agreement, the PARTIES undertake, before exercising any recourse, to negotiate between them in order to seek an amicable solution to this dispute and, if necessary, to call upon a third party, according to the terms to be agreed, to assist them in the search for this solution.

Failing an agreement, the PARTIES shall submit the dispute to the Standing Liaison Committee established by the Paix des braves.

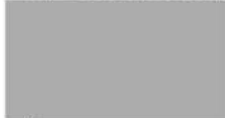
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IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED IN THREE COUNTERPARTS:

LE GOUVERNEMENT DU QUÉBEC



Sylvie D'Amours

March 26, 2020

Date

Québec (Québec)

Place

Sonia LeBel

Date

Place

CREE NATION GOVERNMENT



Abel Bosum

Date

Place

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Initials of Partner



IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED IN THREE COUNTERPARTS:

LE GOUVERNEMENT DU QUÉBEC

Sylvie D'Amours

Date

Place

Sonia LeBel

March 27th 2020
Date

MJC

Place

CREE NATION GOVERNMENT

Abel Bosum

Date

Place

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Appendix A – Description and Minimal Requirements of the Project

1. CREE-QUÉBEC INFRASTRUCTURE PROGRAM

Section 7 of the MOU provides for the development of a **technical and financial feasibility study in relation to Phase I** of the Infrastructure Program and of a **pre-feasibility study for Phases II and III** of the Infrastructure Program.

An overview of the parameters of a hypothesis that will be the subject of these studies is presented as follows in the Appendix to the MOU (the amounts are indicative only):

Phase I – Years 0-5 – \$1,556,000,000:

- (i) Rail (railroad infrastructure):
 - From Matagami to km 257 of the James Bay Highway;
 - From Grevet to Chapais;
 - Transshipment area.
- (ii) Road (road infrastructure):
 - Improvement and upgrade (preparatory studies for upgrading 100% of the length of existing roads).
- (iii) Energy distribution (energy transmission infrastructure).

Phase II – Years 6-15 – \$1,458,780,000:

- (i) Rail (railroad infrastructure):
 - From km 257 to km 544 of the James Bay Highway;
 - Transshipment area.
- (ii) Road:
 - Connection from Highway 167 to the TransTaïga road;
 - Winter road from Radisson to Whapmagoostui / Kuujuarapik.

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Phase III – Years 16-30 – \$1,660,000,000:

- (i) Rail (railroad infrastructure):
 - From km 544 of the James Bay Highway to Whapmagoostui / Kuujjuarapik.
- (ii) Deep sea port at Whapmagoostui / Kuujjuarapik;
- (iii) Road (road infrastructure):
 - TransTaïga road to Schefferville;
 - Radisson to Whapmagoostui / Kuujjuarapik.

The Council may specify the activities and the results expected for each study.

2. PHASE I – MINIMAL REQUIREMENTS OF THE TECHNICAL AND FINANCIAL FEASIBILITY STUDY

The feasibility study shall present the relevant data and information which will make it possible to properly assess the various technical and financial aspects of Phase I of the Infrastructure Program and which will help in making decisions on its implementation.


The scope of this study is limited to components (i) "Rail" (railroad infrastructure) and (ii) "Road" (road infrastructure) of Phase I of the Infrastructure Program, as presented above, but excludes component (iii) "Energy Distribution" (energy transmission infrastructure).

Without limitation, the study will define, in particular:

- 1) The technical feasibility of Phase I, addressing, among other things, the following aspects:
 - a) Description and justification of needs;
 - b) Environmental constraints and technical criteria to be taken into account for the design of the railroad infrastructure for the sections between Matagami

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and km 257 of the James Bay Highway, between Grevet and Chapais, as well as for the design of the transshipment area;

- c) Determination and management of territorial, Indigenous, environmental, social, political and economic issues for each of the alignment and location options, and assessment of the achievement of the objectives targeted by the infrastructure program;
 - d) Analysis of the expected impact of Phase I on the creation of jobs and business opportunities for the Crees and Jamesians and analysis of the impact on the current and expected economy (trucking, forestry and mining industries, etc.);
 - e) Analysis and management of technical and environmental risks;
 - f) Detailed study of the options for the alignment of the sections of the railroad infrastructure and the location of the transshipment area and recommendation of the option to be favored, including a description of the design and construction activities;
 - g) Preparatory studies in order to define the interventions necessary to improve and upgrade the road infrastructure to good condition over 100% of its length;
 - h) Preparatory studies in order to define the interventions necessary to establish and implement a network of protected areas;
 - i) Preparatory studies in order to define the interventions necessary for the commercial deployment of a fiber optic and communications network in the Territory;
 - j) Any other activity or aspect requested by the Committee or agreed with it.
- 2) The financial feasibility of Phase I, addressing, among other things, the following aspects:

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- a) Assessment of the costs and timeframes associated with the option chosen for the location of the alignment of the sections of the railway infrastructure and the transshipment area as well as for the interventions necessary to improve and upgrade the road infrastructure to good condition on 100% of its length;
- b) Identification of Phase I financial risks;
- c) Identification of the plan and sources of funding for Phase I, both for the construction and for the operation of the railroad and road infrastructure, by proposing a model describing in particular the conditions and the operation making it possible to ensure the financial viability of Phase I infrastructure;
- d) Proposal for a model for operating the railroad infrastructure and the transshipment area, including in particular the analysis of stakeholders, their role and responsibilities;
- e) Any other activity or aspect requested by the Committee or agreed with it.

3. PHASES II ET III – MINIMAL REQUIREMENTS FOR THE PREFEASIBILITY STUDY


The scope of this study includes Phases II and III of the Infrastructure Program, as presented above. The scope of this study could also include component (iii) "energy distribution" (energy transmission infrastructure) of Phase I, associated with any new energy transmission infrastructure capable of supporting the development and enhancement of natural resources.

The Council may specify the activities and the expected results of this study.

However, without limitation, this study shall minimally deal with the following elements:

- a) Analysis of the opportunities and the economic potential associated with the establishment of the infrastructures targeted by Phases II and III of the Infrastructure Program and any new energy transmission infrastructure

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capable of supporting the development and enhancement of natural resources ;

- b) Identification of the criteria for designing the infrastructures targeted by Phases II and III of the Infrastructure Program and any new energy transmission infrastructure capable of supporting the development and enhancement of natural resources;
- c) Identification of preliminary alignments and locations of the infrastructures identified previously;
- d) Summary assessment of the design and construction costs;
- e) Any other activity or aspect requested by the Committee or agreed with it.

4. CONTENT OF REPORTS

The form and content of the following reports will be specified by the Council. The reports must include at least the following elements:

1) Interim report

The interim report must include a detailed and complete assessment of the activities carried out as well as their costs and schedule.

2) Final report

The final report must include a detailed and complete statement of the activities carried out in relation to the Project, as well as the costs of these activities according to the allocation of the financial partners.

3) Report of the external auditor

The audit report of an external auditor must demonstrate that the use of the financial assistance throughout the duration of carrying out the Project complies with the requirements of the Agreement.

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Appendix B – Eligible Expenses

The financial assistance granted under the Agreement may be used for activities related to the following elements:

- carrying out the technical and financial feasibility study in the context of Phase I and the pre-feasibility study for Phases II and III of the Infrastructure Program.

Eligible expenses include the following:

- a) Professional and technical services necessary for carrying out the studies (labour, fees, salaries, benefits, tax or government deductions and charges, mobilization / demobilization, travel costs, accommodation costs, meals and subsistence, etc.);
- b) Equipment and goods necessary or useful for the provision of the services concerned (tools, spare parts, accessories, etc.);
- c) Electricity generation costs if required;
- d) General and administrative expenses up to 10% of the maximum amount of financial assistance provided for in the Agreement, unless otherwise decided by the Committee or agreed with it;
- e) Costs and expenses and disbursements inherent in the services covered by the studies;
- f) When applicable, taxes, fees and customs duties, permits, licenses and insurance;
- g) Geotechnical studies;
- h) Surveying work;
- i) Deforestation;

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- j) Transportation to the study sites (including transportation by helicopter or other means);
- k) Supervision of field work;
- l) Technical and financial analyses;
- m) Archaeological excavations;
- n) Data acquisition and processing;
- o) Establishment or rental of field camps;
- p) Verification fees;
- q) Any other expense identified by the Committee or agreed with it, including legal fees.

The expenses incurred by the PARTNER must be directly related to the carrying out of the Project and be deemed reasonable by the Council.

Expenses are eligible from the date of signature of this Agreement.

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