

## **Complementary Agreement no. 13**

(CBJNQ)

BETWEEN

The CREE REGIONAL AUTHORITY, a public corporation duly constituted under Chapter 89 of the Statutes of Québec, 1978, now R.S.Q., C. A-6.1, herein acting and represented by Dr Ted Moses, its chairman, duly authorized to execute this Agreement,

and

The SOCIÉTÉ D'ÉNERGIE DE LA BAIE JAMES, a corporation duly incorporated with its head office in Montréal, Québec, herein acting and represented by its President and Chief Executive Officer, Mr. Élie Saheb, duly authorized to execute this Agreement,

and

HYDRO-QUÉBEC, a corporation duly incorporated with its head office in Montréal, Québec, herein acting and represented by Mr. André Caillé, its President and Chief Executive Officer, duly authorized to execute this Agreement.

WHEREAS Hydro-Québec and the Société d'énergie de la Baie James entered into Complementary Agreement No. 9 to the James Bay and Northern Québec Agreement;

WHEREAS Hydro-Québec and the Société d'énergie de la Baie James wish to confirm that Complementary Agreement No. 9 did not affect, restrict, reduce, cancel or otherwise affect the rights, benefits and undertakings in favour of the James Bay Crees set out in the James Bay and Northern Québec Agreement, including its paragraph 8.10 and the other provisions of its Section 8;

WHEREAS the Cree Regional Authority, Hydro-Québec and the Société d'énergie de la Baie James have entered into an agreement concerning the Eastmain 1-A/Rupert Project;

WHEREAS this Agreement contains provisions concerning paragraph 8.1.3 of the James Bay and Northern Québec Agreement.

Now, therefore, the Parties hereto agree as follows:

**1** Hydro-Québec and the Société d'énergie de la Baie James undertake and confirm that Complementary Agreement No. 9 to the James Bay and Northern Québec Agreement between themselves and Makivik Corporation and dated October 21<sup>st</sup>, 1988, did not apply to the James Bay Crees and did not restrict, reduce, cancel or otherwise affect the rights, benefits and undertakings in favour of the James Bay Crees as set out in the James Bay and Northern Québec Agreement, including its paragraph 8.10 and the other provisions of its Section 8.

This undertaking and confirmation does not constitute a recognition by Hydro-Québec and the Société d'énergie de la Baie James of the rights, benefits and undertakings set out in paragraph 8.10 or of their scope.

**2** a) Hydro-Québec and the Société d'énergie de la Baie James, upon a special resolution of their respective board of directors, renounce to the benefit of the words "in relation to the N.B.R. Complex dealing with the development of the Nottaway, Broadback and Rupert Rivers hereinafter referred to as the N.B.R. Complex and" in the introductory part of paragraph 8.1.3 of the James Bay and Northern Québec Agreement;

b) Hydro-Québec and the Société d'énergie de la Baie James renounce in the same manner to the benefits conferred on them by sub-paragraphs a), b), c) and d) of paragraph 8.1.3 of the James Bay and Northern Québec Agreement;

c) The Cree Regional Authority accepts these renunciations.

*[Amendment integrated]*

**3** Section 8 of the James Bay and Northern Québec Agreement is amended by adding section 2 hereof as a sub-paragraph 8.1.4 to the James Bay and Northern Québec Agreement.

*[Amendment integrated]*

**4** Sub-section 8.7 of Section 8 of the James Bay and Northern Québec Agreement as amended by Complementary Agreement no. 4 is repealed.

*[Amendment integrated]*

**5** However, the following agreements shall continue to be in force and shall govern the Parties to such agreements:

a) the "Agreement on a Water Supply System in Eastmain" dated December 21<sup>st</sup>, 1998 and January 7<sup>th</sup>, 1999, between Hydro-Québec, the Société d'énergie de la Baie James and the Eastmain Band; and

b) the "Agreement to Describe and Ratify the Groundwater Solution in Eastmain" dated August 2000, also between Hydro-Québec, the Société d'énergie de la Baie James and the Eastmain Band.

**6** Section 1 of this Complementary Agreement is deemed to have been in effect since October 21<sup>st</sup>, 1988.

**7** Sections 2 and 3 of this Complementary Agreement shall come into effect at the time of the commencement of the construction of the Eastmain 1-A/Rupert as defined in the Agreement concerning a new relation between le Gouvernement du Québec and the Crees of Québec dated February 7<sup>th</sup>, 2002.

**8** This Complementary Agreement shall come into effect upon its signature by the Parties.

#### SIGNATORIES (CBJNQ 13)

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement, on the date and at the place hereinbelow indicated.

Signed at Waskaganish (Québec), on February 7, 2002

CREE REGIONAL AUTHORITY

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Dr Ted Moses, Chairman

SOCIÉTÉ D'ÉNERGIE DE LA BAIE JAMES

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Mr. Élie Saheb, President and Chief Executive

Officer

HYDRO-QUÉBEC

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Mr. André Caillé, President and Chief Executive

Officer

GOVERNMENT OF QUÉBEC

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Mr. Rémy Trudel, ministre délégué aux Affaires autochtones