

Complementary Agreement no. 22

(CBJNQ)

BETWEEN:	The CREE REGIONAL AUTHORITY, a public corporation duly constituted under chapter 89 of the Statutes of Québec 1978, now the Act respecting the Cree Regional Authority (R.S.Q.c. A6.1), represented by its Chairman, Dr. Matthew Coon Come and its Vice-Chairman, Mr. Ashley Iserhoff, duly authorized to sign this Complementary Agreement; (herein referred to as the “CRA”)
AND:	The GOUVERNEMENT DU QUÉBEC, represented by le ministre responsable des Affaires autochtones, M. Geoffrey Kelley, le ministre des Ressources naturelles et de la Faune, M. Clément Gignac and le ministre responsable des Affaires intergouvernementales canadiennes et de la Francophonie canadienne, M. Yvon Vallières, duly authorized to sign this Complementary Agreement; (herein referred to as “Québec”)
AND:	The GOVERNMENT OF CANADA, herein represented by the Minister of Indian Affairs and Northern Development, the Honourable John Duncan, duly authorized to sign this Complementary Agreement; (herein referred to as “Canada”)
	THE PARTIES
AND:	THE CREES OF OUJÉBOUGOUMOU (THE OUJÉBOUGOUMOU CREE NATION), as defined in section 1 of this Complementary Agreement, herein acting through the OUIJÉ-BOUGOUMOU EENUCH ASSOCIATION, and represented by their traditional Chief, Mr. Reggie Neeposh, duly authorized to sign this Complementary Agreement; (herein referred to as “the Crees of Oujé-Bougoumou”)
	THE CREE INTERVENOR
AND:	MAKIVIK CORPORATION, a corporation duly incorporated under the Act respecting Makivik Corporation, R.S.Q. c. S-18.1, represented by its President, Mr. Pita Aatami, duly authorized to sign this Complementary Agreement;
AND:	HYDRO-QUÉBEC, a corporation duly incorporated, represented by its President and Chief Executive Officer, M. Thierry Vandal, duly authorized to sign this Complementary Agreement;
AND:	LA SOCIÉTÉ DE DÉVELOPPEMENT DE LA BAIE JAMES, a corporation duly incorporated, represented by its President and Chief Executive Officer, M. Raymond Thibault, duly authorized to sign this Complementary Agreement;
AND:	LA SOCIÉTÉ D'ÉNERGIE DE LA BAIE JAMES, a corporation duly incorporated, represented by its President and Chief Executive Officer, M. Réal Laporte, duly authorized to sign this Complementary Agreement;
	THE JBNQA PARTY INTERVENORS

PREAMBLE

WHEREAS the *Oujé-Bougoumou Agreement* with Québec dated September 6, 1989, the *Oujé-Bougoumou/Canada Agreement* dated May 22, 1992, the *Agreement for the Implementation of the Outstanding Issues Related to the Oujé-Bougoumou Agreement* dated September 14, 1994, the *New Relationship Agreement Between le Gouvernement du Québec and the Crees of Québec* [NDLR: *Agreement concerning a New Relationship between le Gouvernement du Québec and the Crees of Québec*] dated February 7, 2002 as amended, and in particular, Schedule G thereof, the *Settlement Framework Related to the Transfer of Lands Between Mistissini and Oujé-Bougoumou* dated March 21, 2002 as amended, as well as the *Agreement Concerning a New Relationship Between the Government of Canada and the Crees of Eeyou Istchee* dated February 21, 2008, provide for or contemplate, in order to fulfill certain commitments in those agreements, certain amendments to the *James Bay and Northern Québec Agreement* (hereinafter the *JBNQA*);

WHEREAS the present Complementary Agreement is, *inter alia*, the Complementary Agreement to the *JBNQA* with respect to the Crees of Oujé-Bougoumou contemplated by those agreements and is also the “Oujé-

Bougoumou Band Complementary Agreement” contemplated by Bill C-28, *An Act to amend the Cree-Naskapi (of Québec) Act*, which received Royal Assent on June 11, 2009;

WHEREAS the Crees of Oujé-Bougoumou consent to this Complementary Agreement and intervene herein to confirm their consent;

WHEREAS Sub-Section 2.15 of the *JBNQA* provides that the *JBNQA* may, from time to time, be amended or modified in the manner provided in the *JBNQA*, or in the absence of such provision, with the consent of all the parties, and for this reason, Makivik Corporation, Hydro-Québec, la Société de développement de la Baie James and La Société d’énergie de la Baie James intervene herein for the sole purpose of giving the required consent to the amendments to the *JBNQA* set out in Schedule 1 hereof.

NOW, therefore, the Parties hereto agree as follows:

A. INCORPORATION, INTEGRATION AND RECOGNITION OF THE CREES OF OUJÉ-BOUGOUMOU (OUJÉ-BOUGOUMOU CREE NATION) AS A SEPARATE CREE COMMUNITY UNDER THE JBNQA

1 For the purposes of the *JBNQA*, the words “the Crees of Oujé-Bougoumou”, the words “the Oujé-Bougoumou Cree Nation” and the word “Oujé-Bougoumou” mean the collectivity composed of persons identified as affiliated with the community known as Oujé-Bougoumou and enrolled or entitled to be enrolled as Cree beneficiaries pursuant to Section 3 of the *JBNQA*. The Oujé-Bougoumou *Official List of Beneficiaries by Community of Affiliation*, according to the *Crees, Naskapis, Inuit Register* of the ministère de la Santé et des Services Sociaux contains the names of those persons who comprise the community or the collectivity of Oujé-Bougoumou, as of the execution of this Complementary Agreement No. 22. Such list shall thereafter be kept and maintained by the Oujé-Bougoumou local registry officer.

2 The Crees of Oujé-Bougoumou are hereby joined to, incorporated and integrated into and recognized under the *JBNQA*, for all intents and purposes, as a separate Cree community, fully having the same status, rights, capacity and obligations as the other eight James Bay Cree communities, as of and from the date of the coming into force of this Complementary Agreement.

3 For greater certainty, the joining, incorporation or integration of the Crees of Oujé-Bougoumou as a separate Cree community does not negate or affect in any way the status as beneficiary of the members thereof who, as James Bay Crees pursuant to Sub-Section 1.9 of the *JBNQA*, have been entitled to be enrolled pursuant to Section 3 of the *JBNQA* as of or from November 11, 1975.

B. SELECTION, DESCRIPTION AND ALLOCATION OF OUJÉ-BOUGOUMOU LANDS

4 The Crees of Oujé-Bougoumou have a right, in conformity with this Complementary Agreement, to an area of Category I lands totalling one hundred sixty-seven square kilometres (167 km²). These lands shall be selected, described and allocated for the Crees of Oujé-Bougoumou in accordance with this Part B and transferred and set aside for the Crees of Oujé-Bougoumou in accordance with Part D. The selection, description and allocation of these lands shall be as follows:

- a there shall be one hundred square kilometres (100 km²) of Category IA lands. The Category IA lands selected are depicted on a plan, at a scale of 1:50,000, which is officially filed in the survey archives of the *Bureau de l’arpenteur général du Québec* under number 13155-1, a small format illustration of which plan is attached hereto as Schedule 6(a) to this Complementary Agreement. The territorial description of these Category IA lands is officially filed in the survey archives of the *Bureau de l’arpenteur général du Québec* under number 129857 and is attached hereto as Schedule 6(b) to this Complementary Agreement; and

b there shall be sixty-seven square kilometres (67 km²) of Category IB lands. The Category IB lands selected are depicted on a plan, at a scale of 1:50,000, which is officially filed in the survey archives of the *Bureau de l'arpenteur général du Québec* under number 13155-2 [NDLR:13155-1], a small format illustration of which plan is attached hereto as Schedule 6(a) to this Complementary Agreement. The territorial description of these Category IB lands is officially filed in the survey archives of the *Bureau de l'arpenteur général du Québec* under number 129858 and is attached hereto as Schedule 6(b) to this Complementary Agreement.

5 The Crees of Oujé-Bougoumou have a right, in conformity with this Complementary Agreement, to an area of Category II lands totalling two thousand one hundred and forty-five square kilometres (2,145 km²), the selection of which is depicted on a plan, at a scale of 1:250,000, which is officially filed in the survey archives of the *Bureau de l'arpenteur général du Québec* under number 13155-2, a small format illustration of which plan is attached hereto as Schedule 6(c) to this Complementary Agreement. This territorial description of the Category II lands is officially filed in the survey archives of the *Bureau de l'arpenteur général du Québec* under number 129859 and is attached hereto as Schedule 6(d) to this Complementary Agreement.

6 The lands referred to in sections 4 and 5 above shall herein collectively be referred to as “Oujé-Bougoumou lands”.

7 Pending the land transactions contemplated by Part D hereof, the Oujé-Bougoumou land descriptions set out in Schedule 6 constitute the preliminary territorial descriptions of Oujé-Bougoumou lands. However, there shall be no allocations, transfers or setting aside on a preliminary basis in respect to the Oujé-Bougoumou lands, and such lands shall not acquire the legal attributes respectively of Category IA, IB or II lands until the completion of the requirements set out in sections 16 and 17.

8 There shall be no two hundred foot (200') (60.96 meters) corridor for Oujé-Bougoumou lands.

9 For greater certainty, this Complementary Agreement conforms with the commitments to transfer and set aside Category IA lands, transfer Category IB lands and describe Category II lands for Oujé-Bougoumou set out in the *Oujé-Bougoumou Agreement* with Québec dated September 6, 1989, the *Oujé-Bougoumou/Canada Agreement* dated May 22, 1992, the *Agreement for the Implementation of the Outstanding Issues Related to the Oujé-Bougoumou Agreement* dated September 14, 1994, the *New Relationship Agreement Between le Gouvernement du Québec and the Crees of Québec* dated February 7, 2002 as amended, and the *Settlement Framework Related to the Transfer of Lands Between Mistissini and Oujé-Bougoumou* dated March 21, 2002 as amended, notwithstanding any provisions respecting lands in those agreements that may differ from the land-related provisions hereof.

C. SURVEYS OF OujÉ-BOUGOUMOU LANDS

10 Prior to, or as soon as possible following the coming into force of this Complementary Agreement, authorizations for surveys of Oujé-Bougoumou lands, once approved by the Crees of Oujé-Bougoumou by resolution, will be given by the *Bureau de l'arpenteur général du Québec* to the land surveyors appointed by Canada (for Category IA lands) and by Québec (for Category IB lands). The surveys will be conducted in accordance with the current *Instructions générales d'arpentage* provided by the *Bureau de l'arpenteur général du Québec*, and, in respect of Category IA lands, including all Category IA boundaries, the survey will also satisfy federal surveying requirements set out in the *General Instructions For Surveying, e Edition*.

11 As soon as possible following completion of the requirements of section 10:

a Canada shall carry out, at its sole expense, the survey of the Oujé-Bougoumou Category IA lands; and

b Québec shall carry out, at its sole expense, the survey of the Oujé-Bougoumou Category IB lands.

For greater certainty, surveys in respect of any boundaries between Category IA and IB lands will be carried out by Canada at its sole expense.

12 At the request of the Crees of Oujé-Bougoumou, the survey crew shall include a nominee to act as an observer during the course of the survey process.

13 In the event of a discrepancy, during the survey process, between the plans attached as Schedule 6(a) and 6(c) and the preliminary territorial descriptions in Schedule 6(b) and Schedule 6(d), the plans shall prevail.

14 All survey documents prepared by the surveyors on the basis of completed surveys, including final plans, all accompanying notes, territorial descriptions and other data related to the surveys, shall subsequently be submitted to the Crees of Oujé-Bougoumou.

15 As soon as practicable following their completion but subject to the prior approval by resolution of the Crees of Oujé-Bougoumou, the final survey documents (plans and territorial descriptions) shall be filed in the survey archives of the *Bureau de l'arpenteur général du Québec* and be deemed official. A copy of the survey documents for Category IA lands shall then also be filed in the Canada Lands Survey Records.

D. TRANSFER AND SETTING ASIDE OF OUJÉ-BOUGOUMOU LANDS

16 As soon as the surveys provided for in Part C have been completed and accepted by Québec and the Crees of Oujé-Bougoumou, as well as, for Category IA lands, by Canada, and provided that this Complementary Agreement has come into force:

a Québec shall, by Order-in-Council, transfer to Canada the administration, management and control of the Oujé-Bougoumou Category IA lands contemplated in subsection 4(a), for the exclusive use and benefit of the Crees of Oujé-Bougoumou. This will be the sole transfer and final deed for Québec;

b Québec shall, by letters patent, transfer to the Oujé-Bougoumou Landholding Corporation, the ownership of the Oujé-Bougoumou Category IB lands contemplated in subsection 4(b). This will be the sole transfer and final deed for Québec. Such lands shall thereafter be Category IB lands under the *JBNQA* and under the *Act respecting the land regime in James Bay and New Québec Territories* (R.S.Q., c. R. 13-1); and

c Québec shall, by Order-in-Council, describe the Oujé-Bougoumou Category II lands contemplated in section 5. Such lands shall thereafter be Category II lands under the *JBNQA* and under the *Act respecting the land regime in the James Bay and New Québec Territories* (R.S.Q., c. R-13.1).

17 Subject to sections 18 and 19, as soon as possible following the transfer of administration, management and control referred to in subsection 16(a), and in any event, no later than one year thereafter, or such further period of time as may be agreed to by Canada, the CRA, and the Crees of Oujé-Bougoumou, Canada shall accept such transfer of administration, management and control and shall set aside the lands for the exclusive use and benefit of the Crees of Oujé-Bougoumou. Such lands shall thereafter be Category IA lands under the *JBNQA*, the *Cree-Naskapi (of Québec) Act* (S.C. 1984, c. 18), as amended (hereinafter the *CN(Q)A*) and the *Act respecting the land regime in the James Bay and New Québec Territories* (R.S.Q., c. R-13-1).

18 Canada will bear no responsibility for the environmental condition of the Oujé-Bougoumou Category IA lands contemplated in subsection 4(a), as that condition may exist upon acceptance by Canada of the transfer of administration, management and control of such lands from Québec, or for any remediation that may be related thereto.

19 Canada will bear no liability for any damages that may be related to the environmental condition of the Oujé-Bougoumou Category IA lands contemplated in subsection 4(a), as that condition may exist upon acceptance by Canada of the transfer of administration, management and control of such lands from Québec.

20 The Crees of Oujé-Bougoumou and the CRA undertake not to institute legal proceedings against Canada, its Ministers, officers, directors, employees, servants and agents, or their successors and assigns, nor to encourage or support any third party to institute any such legal proceedings with respect to:

a the environmental condition of the Oujé-Bougoumou Category IA lands contemplated in subsection 4(a), as that condition may exist upon acceptance by Canada of the transfer of administration, management and control of such lands from Québec; or

b any damages that may be related to the environmental condition or remediation of the Oujé-Bougoumou Category IA lands contemplated in subsection 4(a).

E. TOTAL JBNQA LAND AREA

21 Québec hereby consents:

a to the total area of Category I lands, for the James Bay Crees, of five thousand five hundred and forty-four and one-tenth square kilometres, (5,544.1 km²) being increased by one hundred sixty-seven square kilometres (167 km²), and

b to the total area of Category II lands, for the James Bay Crees, of sixty nine thousand nine hundred and ninety-five and two-tenths square kilometres (69,995.2 km²) being increased by two thousand one hundred forty-five square kilometres (2,145 km²)

for the period between the allocation and setting aside of Oujé-Bougoumou lands and the deduction of Category I and Category II lands equivalent to the increased areas referred to in this section. Such deduction must be effected pursuant to an agreement in accordance with the *New Relationship Agreement Between le Gouvernement du Québec and the Crees of Québec* dated February 7, 2002, as amended, and the *Settlement Framework Related to the Transfer of Lands Between Mistissini and Oujé-Bougoumou* dated March 21, 2002, as amended.

22 For greater certainty, and consistent with paragraphs 5.1.2 and 5.1.3 of the *JBNQA*, the Oujé-Bougoumou Category I lands are excluded from the James Bay Municipality, including during the period contemplated in section 23.

F. OUJÉ-BOUGOUMOU TRANSITIONAL PROVISIONS

23 Subject to section 24, the following transitional provisions shall apply until the transfer and setting aside of Category IA lands, the transfer of Category IB lands, the description of Category II lands and the coming into force of the amendments contemplated in section 28 that relate to the matters described in subsections (a) to (e):

a The Crees of Oujé-Bougoumou shall be treated by Québec and Canada, to the extent possible, as a distinct Cree community under the *JBNQA*;

b The Crees of Oujé-Bougoumou, for greater certainty, will continue to occupy, use and enjoy the Oujé-Bougoumou lands contemplated in sections 4 and 5 in accordance with present practice;

c Québec undertakes not to alienate, cede, transfer or otherwise grant rights respecting the lands which are to be allocated as Category I lands to or for the benefit of the Crees of Oujé-Bougoumou, except for those rights which Québec may grant under Section 5 of the *JBNQA*;

d The Crees of Oujé-Bougoumou will continue to benefit from the provisions of the *JBNQA* relating to Health and Social Services, Education and Justice and Police to the extent possible; and

e Québec shall:

i) put in place transitional measures to ensure that the Crees of Oujé-Bougoumou have the exclusive right to hunt and fish on the Oujé-Bougoumou lands contemplated in sections 4 and 5; and

ii) not grant any other outfitting rights on the Oujé-Bougoumou lands contemplated in sections 4 and 5, unless otherwise agreed to by the Crees of Oujé-Bougoumou.

24 Subsections 23(a) to (d) shall apply from the execution of this Complementary Agreement, and subsection 23(e) shall apply as soon as possible after the execution of this Complementary Agreement. Moreover, these transitional provisions shall thereupon replace, and apply instead of, the protection measures contemplated in section 7 of the *Settlement Framework Related to the Transfer of Lands Between Mistissini and Oujé-Bougoumou* dated March 21, 2002, as amended.

25 Without restricting the generality of section 23, from the coming into force of this Complementary Agreement until the formal incorporation of the Crees of Oujé-Bougoumou as a distinct Cree Band under the *CN(Q)A*, the Crees of Oujé-Bougoumou shall be deemed to have the same rights, powers and obligations as the other Cree Bands under the *CN(Q)A* and the provisions thereof applicable to Cree Bands shall apply *mutatis mutandis* to the Crees of Oujé-Bougoumou as if they were a Cree Band under that Act.

G. GENERAL AND SPECIFIC AMENDMENTS TO THE JBNQA

26 The *JBNQA* is hereby amended by the provisions of this Complementary Agreement. Specific provisions of the *JBNQA* are amended in the manner and form set out in Schedules 1 to 4 hereto.

27 The amendments to the specific provisions of the *JBNQA* requiring the consent of the Parties and the *JBNQA* Party Intervenors are set out in Schedule 1; the amendments requiring the consent of the Parties are set out in Schedule 2; the amendments requiring the consent of the CRA and Québec are set out in Schedule 3; and the amendments requiring the consent of the CRA and Canada are set out in Schedule 4. The amendments to the *CN(Q)A* contemplated by Schedule 4 are set out in Schedule 5. For the purposes of Sub-Section 2.15 of the *JBNQA*, the consent to the amendments to the *JBNQA* contemplated by this Complementary Agreement is given by the CRA on behalf of the Crees.

H. AMENDMENTS TO LEGISLATION

28 As soon as possible following the coming into force of this Complementary Agreement, Québec undertakes to recommend to l'Assemblée nationale amendments to legislation of general or specific application to ensure that such legislation reflects or implements this Complementary Agreement, and, in particular, appropriate amendments to the *Act respecting the land regime in the James Bay and New Québec Territories* (R.S.Q., c. R-13.1).

29 As soon as possible following the coming into force of this Complementary Agreement, Canada undertakes to recommend to Parliament any amendments to legislation of general or specific application that may be necessary to ensure that such legislation reflects or implements this Complementary Agreement. The amendments to the *CN(Q)A* to, *inter alia*, incorporate the Crees of Oujé-Bougoumou as a band (*i.e.*, to incorporate Ouje-Bougoumou to act as a local government) contemplated by Schedules 4 and 5 hereof were adopted through Bill C-28, *An Act to amend the Cree-Naskapi (of Québec) Act*, which received Royal Assent on June 11, 2009.

30 As applicable, Québec and Canada will consult the CRA and the Crees of Oujé-Bougoumou with respect to any amendments to legislation required by sections 28 and 29, prior to the recommendation of such amendments to l'Assemblée nationale or to Parliament, as the case may be.

I. GENERAL AND INTERPRETIVE PROVISIONS

31 The preamble and the Schedules to this Complementary Agreement form an integral part thereof.

32 For greater certainty, and unless stipulated otherwise, references in this Complementary Agreement to the *JBNQA* shall be to the *JBNQA* as amended.

33 For greater certainty, references in the *JBNQA* to Category IA, IB or II lands shall, from the coming into force of this Complementary Agreement, include the Category IA, IB or II lands of the Crees of Oujé-Bougoumou.

34 In the event that the establishment of the regional police force (Eeyou-Eenou Police) contemplated by Section 19 of the *JBNQA* as well as by Division V.1 of Chapter I of Title II of the *Police Act* (R.S.Q., c. P-13.1) occurs before the coming into force of this Complementary Agreement, the regional police force shall be responsible for police services in the community of Oujé-Bougoumou and on the paths, roads and adjacent lands as agreed between the CRA and Québec pursuant to subparagraph (v) of paragraph (a) of Sub-Section 19.3 of the *JBNQA* and as provided for in Schedule A to the *Agreement Concerning the Modalities Relating to the Provision of Police Services by the Eeyou-Eenou Police Force*, dated June 18, 2009. Upon the coming into force of this Complementary Agreement, Sub-Section 19.3 of the *JBNQA* shall apply in respect to Oujé-Bougoumou lands.

35 In the event that the establishment of the regional police occurs after the coming into force of this Complementary Agreement, Sub-Section 19.3 of the *JBNQA* shall apply in respect to Oujé-Bougoumou lands.

J. COMING INTO FORCE

36 Forthwith upon the execution of this Complementary Agreement, Québec and Canada shall, respectively, take the appropriate measures in order to table in l'Assemblée nationale and lay before Parliament the Orders-in-Council necessary to approve, give effect to and declare valid this Complementary Agreement.

37 This Complementary Agreement shall come into force when the Orders-in-Council contemplated in the laws of Québec (R.S.Q., c. C-67) and Canada (S.C. 1976-77, c. 32) approving, giving effect to and declaring valid this Complementary Agreement are both in force.

Annex 1**AMENDMENTS REQUIRING THE CONSENT OF THE PARTIES AND OF THE JBNQA PARTY INTERVENORS**

1 Sub-Section 1.7 of Section 1 of the *JBNQA* is amended by the addition, at the end thereof, of the following sentence:

“From the coming into force of Complementary Agreement No. 22, “Community” in the case of the Crees or “Cree Community” also includes the Crees of Oujé-Bougoumou, and “Band” includes the Oujé-Bougoumou Band contemplated by Complementary Agreement No. 22.”

[Amendment integrated]

2 Section 4 of the *JBNQA* is amended by the addition, at the end thereof, of the following paragraphs:

“The preliminary territorial descriptions of Category I and II lands for the Crees of Oujé-Bougoumou are set out in Schedule 6 to Complementary Agreement No. 22, subject to the provisions of section 7 thereof.

For greater certainty, for the purposes of Section 11B, Oujé-Bougoumou Category II lands are described in the present Section 4.”

[Amendment integrated]

Annex 2**AMENDMENTS REQUIRING THE CONSENT OF THE PARTIES**

1 Paragraph 3.1.1 of Section 3 of the *JBNQA* is amended by the addition, at the end thereof, of the following sentence:

“From the coming into force of Complementary Agreement No. 22, “Cree community” also includes the Crees of Oujé-Bougoumou.”

[Amendment integrated]

2 Paragraph 3.5.4 of Section 3 of the *JBNQA* is amended by the addition, at the end thereof, of the following sub-paragraph:

“j) For greater certainty, from the coming into force of Complementary Agreement No. 22, “Cree community” in sub-paragraph 3.5.4 (a) includes the community of Oujé-Bougoumou.”

[Amendment integrated]

3 Paragraph 5.1.1 of Section 5 of the *JBNQA* is amended by the addition, at the end thereof, of the following sentence:

“For greater certainty, a reference to James Bay Cree bands in Section 5 hereof shall include the Crees of Oujé-Bougoumou.”

[Amendment integrated]

4 Paragraph 5.1.5 of Section 5 of the *JBNQA* is amended by the addition, at the end thereof, of the following sentence:

“From the coming into force of Complementary Agreement No. 22, and subject to the provisions thereof, the provisions of this paragraph apply to Oujé-Bougoumou Category I lands with the modifications that the circumstances require.”

[Amendment integrated]

5 Sub-paragraph 5.1.6(c) of Section 5 of the *JBNQA* is amended by replacing the first sentence of the first paragraph of the said sub-paragraph with the following sentence:

“Where lands, including Oujé-Bougoumou lands at the time of execution of Complementary Agreement No. 22, which are the object of existing mining claims, development licenses, exploration permits, mining concessions, mining leases and other similar titles pertaining to minerals as defined in the Québec Mining Act are surrounded by or adjacent to Category I lands, the owners of these rights or titles for the purpose of exercising the said rights shall have the right to use Category I lands, but only to the extent necessary in order to carry out their exploration or mining operations as provided for in Division XXII of the Québec Mining Act.”

[Amendment integrated]

6 Sub-paragraph 5.1.6(c) is further amended by the addition, at the end thereof, of the following sentence:

“For greater certainty, from the coming into force of Complementary Agreement No. 22, the provisions of this sub-paragraph shall apply to Oujé-Bougoumou Category I lands subject to the following: the reference herein to Division XXII of the Québec Mining Act is replaced by a reference to sections 235 and 236 of Division V of Chapter IV of the *Mining Act* (R.S.Q., c. M-13.1) as they read on December 15, 2009, or, if those sections are amended thereafter, to equivalent provisions of the *Mining Act* as amended, as they read on the date of the coming into force of Complementary Agreement No. 22, provided that any expropriation can only be by temporary servitude.”

[Amendment integrated]

7 Sub-paragraph 5.1.10(a) of Section 5 of the *JBNQA* is amended by replacing the first sentence of the third paragraph of the said sub-paragraph with the following sentence:

“The carrying out of work resulting from mineral rights granted prior to the execution of the Agreement (or prior to the execution of Complementary Agreement No. 22 in the case of Oujé-Bougoumou Category I lands as depicted in Schedule 6 thereof) on lands surrounded by or adjacent to Category I lands shall be dealt with through sub-paragraph 5.1.6(c) above as on other Category III lands.”

[Amendment integrated]

8 Sub-paragraph 5.1.10(a) of Section 5 of the *JBNQA* is further amended by replacing the first sentence of the fourth paragraph of the said sub-paragraph with the following sentence:

“Any future exploration or exploitation of minerals within Category I lands, other than the exploration or exploitation under rights existing prior to the Agreement (or prior to the execution of Complementary Agreement No. 22 in the case of Oujé-Bougoumou Category I lands as depicted in Schedule 6 thereof) including the right to explore and mine extension of mineralization around the lands subject to such existing rights and subject to the provisions referred to in sub-paragraph 5.1.6 c) of this Section, shall only be permitted with the Consent of the Cree community holding the rights to the lands affected.”

[Amendment integrated]

9 Section 19 of the *JBNQA* is amended by the addition of the following paragraph 19.3.1:

“19.3.1 For greater certainty, paragraph (a) of Sub-Section 19.3, and as the case may be, paragraph (b) of Sub-Section 19.3, apply to Oujé-Bougoumou.”

[Amendment integrated]

10 Paragraph 22.1.2 of Section 22 of the *JBNQA* is amended by the addition, at the end thereof, of the following sentence:

“For greater certainty, from the coming into force of Complementary Agreement No. 22, “Cree Community” also includes the Crees of Oujé-Bougoumou.”

[Amendment integrated]

Annex 3

AMENDMENTS REQUIRING THE CONSENT OF THE CRA AND QUÉBEC

1 “Paragraph 5.2.2 of Section 5 of the *JBNQA* is amended by replacing the first sentence of the second paragraph of the said paragraph with the following sentence:

“Moreover, lands within the area of the said Category II lands which are subject to rights already ceded to third parties prior to the execution of the Agreement (or prior to the execution of Complementary Agreement No. 22 in the case of lands within the area of the Oujé-Bougoumou Category II lands as depicted in Schedule 6 thereof) by way of lease or occupation permits or lands which are the object of mining claims, development licenses, exploration permits, mining concessions and mining leases shall be Category III lands.”

[Amendment integrated]

2 Paragraph 10.0.1 of Section 10 of the *JBNQA* is amended by the addition, at the end thereof, of the following paragraph:

“In addition, the members of the Cree community of Oujé-Bougoumou shall be incorporated as, and shall be, a public corporation under the name of the “Corporation of Oujé-Bougoumou”, which shall have jurisdiction in the territory allocated for the said community as Category IB lands.”

[Amendment integrated]

3 Paragraph 11A.0.1 of Section 11A of the *JBNQA* is amended by replacing the words

“and the “Corporation of Mistassini” ” with the words “, the “Corporation of Mistassini” and the “Corporation of Oujé-Bougoumou”.”.

[Amendment integrated]

4 Paragraph 14.0.5 of Section 14 of the *JBNQA* is amended by the addition, at the end thereof, of the following sentence:

“For greater certainty, from the coming into force of Complementary Agreement No. 22, the Category IA, IB and II lands of the Crees of Oujé-Bougoumou shall form part of Region 10B, and the Cree Regional Board shall have jurisdiction thereon.”

[Amendment integrated]

5 Paragraph 16.0.3 of Section 16 of the *JBNQA* is amended by replacing that paragraph with the following paragraph:

“The Category I land areas of the Cree communities of Chisasibi, Wemindji, Eastmain, Waskaganish, Waswanipi, Mistissini, Whapmagoostui, Nemaska and Oujé-Bougoumou are constituted as a single school municipality.”

[Amendment integrated]

6 Sub-paragraph 16.0.12(a) of Section 16 of the *JBNQA* is amended by replacing the said sub-paragraph with the following:

“a) The Cree School Board will be composed of one (1) school commissioner appointed by or elected from each of the nine (9) Cree communities listed in paragraph 16.0.3 of this Section and of one (1) commissioner designated by the Cree “Native party” from among its members;”

[*Amendment integrated*]

Annex 4

AMENDMENTS REQUIRING THE CONSENT OF THE CRA AND CANADA

1 Section 9 of the *JBNQA* is amended by inserting, between paragraphs 9.0.3 and 9.0.4, the following paragraph 9.0.3A:

9.0.3A There shall be recommended by Canada to Parliament amendments to the legislation contemplated by paragraphs 9.0.1 to 9.0.3 hereof which shall have the legislative effect of incorporating the Crees of Oujé-Bougoumou as a band under the said legislation and of integrating the Crees of Oujé-Bougoumou into the said legislation as a separate Cree band and a Cree local government with the same status, rights, privileges and obligations as the other Cree bands and Cree local governments contemplated by the said legislation.

[*Amendment integrated*]

Annex 5

AMENDMENTS TO THE *CREE-NASKAPI (OF QUÉBEC) ACT*

1 The following amendments to the *Cree Naskapi (of Québec) Act* are contemplated herein and have been made by Parliament by Bill C-28 (assented to on June 11, 2009) to reflect the incorporation and integration of the Crees of Oujé-Bougoumou as the ninth Cree Band within the said legislation:

- a Amendments to the definitions, including the definition of “band” and “Cree band”, and others as necessary;
- b Amendment(s) to incorporate the Crees of Oujé-Bougoumou as a band;
- c Amendment(s), to provide for the vesting of all assets, obligations and liabilities of the Crees of Oujé-Bougoumou, and of all rights, titles, interests, assets, obligations and liabilities of the Oujé-Bougoumou Eenuch Association, in the incorporated Oujé-Bougoumou Cree Band, and to ensure coordination with tax and seizure exemption provisions;
- d Amendment(s) to ensure the equivalent measures for individuals who, prior to the coming into force of Complementary Agreement No. 22, were Indians, as defined in the subsection 2(1) of the *Indian Act*, who belonged to the Crees of Oujé-Bougoumou but were not Cree beneficiaries as were provided for individuals who, prior to the coming into force of Part I of the *Cree-Naskapi (of Québec) Act* (receiving Royal Assent on June 14, 1984), were Indians as defined in subsection 2(1) of the *Indian Act*, who belonged to any of the other eight Cree bands but were not Cree beneficiaries;
- e Amendment(s) to provide an equivalent transition for the governing body of the Oujé-Bougoumou Eenuch Association to the successor Oujé-Bougoumou Band as was provided for the transitions of the other eight Cree bands from *Indian Act* bands to incorporated bands under the *Cree-Naskapi (of Québec) Act*;

- f** Amendment(s) to provide equivalent transitional measures for the governing body referred to in paragraph (e) hereof as were provided for the eight *Indian Act* bands that became incorporated bands under the *Cree-Naskapi (of Québec) Act*;
- g** Amendment(s) to provide the equivalent continuation of by-laws of the Oujé-Bougoumou Eenuch Association that may be in force during the transitional period to the successor Oujé-Bougoumou Band as was provided for the eight *Indian Act* bands during their transitional periods to incorporated bands under the *Cree-Naskapi (of Québec) Act*;
- h** Amendment(s) to ensure that non-Cree beneficiaries who may, immediately before the coming into force of Complementary Agreement No. 22, have been residing on or occupying, by virtue of a right of residence or occupancy, lands that subsequently became Oujé-Bougoumou Category IA lands, and who continued to reside on or occupy such land, continue to have a right of residence or occupancy on such lands;
- i** Amendment(s) to ensure that Indians, as defined in the subsection 2(1) of the *Indian Act*, who belonged to the Crees of Oujé-Bougoumou but were not Cree beneficiaries, continue to have a right of access to lands that become Oujé-Bougoumou Category IA lands;
- j** Amendment(s) to ensure that the provisions dealing with mineral, subsurface and mining rights in respect of their granting and their exercise on or adjacent to Category IA lands, apply equally to lands that become Oujé-Bougoumou Category IA lands;
- k** Amendment(s) to ensure that any references to the *Mining Act* (R.S.Q., c. M-13.1), in respect of their application to the Oujé-Bougoumou Category IA lands, or to mineral, subsurface or mining rights on or adjacent to lands that become Oujé-Bougoumou Category IA lands, be to the legislation as it read upon the coming into force of Complementary Agreement No. 22; and
- l** Amendment(s) to ensure that the provisions dealing with pre-existing rights and interests on Category IA lands apply equally in respect of lands that become Oujé-Bougoumou Category IA lands.

Annex 6

OUJÉ-BOUGOUMOU CATEGORY I and II LANDS

- a) Plan showing the selection of Category IA and IB lands according to Complementary Agreement No. 22.

See plan no. 76 Oujé-Bougoumou Category IA and IB lands (Complementary Documents)

(This illustration is not to scale)

- b) Preliminary territorial description of the selection of Category IA and IB lands according to Complementary Agreement No. 22.

territorial description

of the territory that constitutes the selection of Category IA lands for Oujé-Bougoumou.

Cree Community of Oujé-Bougoumou

This territory has four (4) parts described as follows:

First Part

A territory situated north and west of Lac Barlow and which comprises a portion of the townships of Cuvier, Barlow and Vienne. This territory is described by the following geometric line segments, topographic and hydrographic features:

Starting at a point situated on the northeastern limit of the right-of-way of Route R-1029, situated approximately at the intersection of the parallel of latitude $49^{\circ} 54' 01''$ north with the meridian of longitude $74^{\circ} 44' 11''$ west; in a general northerly and northeasterly direction, successively the eastern and southeastern limits of the right-of-way of Route R-1029 up to a point, situated approximately at the intersection of the parallel of latitude $50^{\circ} 02' 24''$ north with the meridian of longitude $74^{\circ} 38' 31''$ west; towards the east, a straight line up to a point situated approximately at the intersection of the parallel of latitude $50^{\circ} 02' 34''$ north with the meridian of longitude $74^{\circ} 37' 05''$ west; towards the southeast, a straight line up to a point situated approximately at the intersection of the parallel of latitude $50^{\circ} 02' 22''$ north with the meridian of longitude $74^{\circ} 36' 26''$ west; towards the southwest, a straight line up to a point situated approximately at the intersection of the parallel of latitude $50^{\circ} 00' 46''$ north with the meridian of longitude $74^{\circ} 37' 42''$ west; towards the southwest, a straight line up to a point situated approximately at the intersection of the parallel of latitude $50^{\circ} 00' 01''$ north with the meridian of longitude $74^{\circ} 39' 09''$ west; towards the south, a straight line up to its intersection with the high water line of Lac Rush on its north shore, situated approximately at the intersection of the parallel of latitude $49^{\circ} 58' 42''$ north with the meridian of longitude $74^{\circ} 39' 09''$ west; in a general southwesterly direction, the high water line of Lac Rush on its northwest shore, the high water line of Rivière Chibougamau on its northwest shore and the high water line of Lac Barlow on its northwest shore up to a point situated approximately at the intersection of the parallel of latitude $49^{\circ} 54' 24''$ north with the meridian of longitude $74^{\circ} 42' 40''$ west; towards the south, a straight line up to its intersection with the high water line of Lac Barlow on its south shore, situated approximately at the intersection of the parallel of latitude $49^{\circ} 54' 19''$ north with the meridian of longitude $74^{\circ} 42' 40''$ west; in a general westerly direction, the high water line of Lac Barlow on its south shore up to a point situated approximately at the intersection of the parallel of latitude $49^{\circ} 54' 06''$ north with the meridian of longitude $74^{\circ} 44' 03''$ west; towards the southwest, a straight line up to the starting point.

This territory has a surface area of fifty-one and sixth-tenths square kilometres (51.6 km²).

Second Part

A territory situated west of Route R-1029, northwest of the 10th Albanel / Chibougamau 735 kV power transmission line and which comprises a portion of Cuvier Township. This territory is described by the following geometric line segments, topographic and hydrographic features:

Starting at a point situated on the southwestern limit of the right-of-way of Route R-1029, approximately at the intersection of the parallel of latitude $49^{\circ} 54' 00''$ north with the meridian of longitude $74^{\circ} 44' 12''$ west; towards the southwest, a straight line up to its intersection with the high water line of Lac Opémisca on its southeast shore, situated approximately at the intersection of the parallel of latitude $49^{\circ} 53' 56''$ north with the meridian of longitude $74^{\circ} 44' 19''$ west; in a general southwesterly direction, the high water line of Lac Opémisca on its southeast shore up to its intersection with the northeastern limit of the right-of-way of the 10th Albanel / Chibougamau 735 kV power transmission line, situated approximately at the intersection of the parallel of latitude $49^{\circ} 53' 52''$ north with the meridian of longitude $74^{\circ} 44' 31''$ west; towards the northwest, the northeastern limit of the right-of-way of the 10th Albanel / Chibougamau 735 kV power transmission line up to its intersection with the southern limit of the right-of-way of Route R-1001, situated approximately at the intersection of the parallel of latitude $49^{\circ} 56' 54''$ north with the meridian of longitude $74^{\circ} 47' 32''$ west; in a general easterly direction, the southern limit of the right-of-way of Route R1001 up to its intersection with the western limit of the right-of-way of Route R-1029, situated approximately at the intersection of the parallel of latitude $49^{\circ} 56' 59''$ north with the meridian of longitude $74^{\circ} 45' 40''$ west; finally, in a general southerly direction, the western limit of the right-of-way of Route R-1029 up to the starting point.

This territory has a surface area of eight and sixth-tenths square kilometres (8.6 km²).

Third Part

A territory situated north of Lac Opémisca and which comprises a portion of Cuvier Township. This territory is described by the following geometric line segments, topographic and hydrographic features:

Starting at a point situated at the intersection of the high water line of Lac Opémisca on its southeast shore with the southwestern limit of the right-of-way of the 9th Albanel / Chibougamau 735 kV power transmission line, approximately at the intersection of the parallel of latitude 49° 53' 49" north with the meridian of longitude 74° 44' 40" west; in a general southwesterly direction, the high water line of Lac Opémisca on its southeast shore up to a point situated approximately at the intersection of the parallel of latitude 49° 53' 38" north with the meridian of longitude 74° 45' 06" west; towards the northwest, a straight line up to its intersection with the high water line of Lac Opémisca on its northeast shore, situated approximately at the intersection of the parallel of latitude 49° 53' 41" north with the meridian of longitude 74° 45' 10" west; in a general northwesterly direction, the high water line of Lac Opémisca on its northeast shore up to its intersection with the high water line of Rivière Opémisca on its south shore, situated approximately at the intersection of the parallel of latitude 49° 57' 20" north with the meridian of longitude 74° 54' 38" west; towards the north, a straight line up to its intersection with the high water line of Rivière Opémisca on its north shore, situated approximately at the intersection of the parallel of latitude 49° 57' 22" north with the meridian of longitude 74° 54' 38" west; in a general northeasterly direction, the high water line of Rivière Opémisca on its northwest shore up to its intersection with the southwestern limit of the right-of-way of Route R-1001, situated approximately at the intersection of the parallel of latitude 49° 58' 27" north with the meridian of longitude 74° 53' 21" west; in a general southeasterly direction, the southwestern limit of the right-of-way of Route R-1001 up to its intersection with the southwestern limit of the right-of-way of the 9th Albanel / Chibougamau 735 kV power transmission line, situated approximately at the intersection of the parallel of latitude 49° 57' 01" north with the meridian of longitude 74° 47' 50" west; finally, towards the southeast, the southwestern limit of the right-of-way of the 9th Albanel / Chibougamau 735 kV power transmission line up to the starting point.

This territory has a surface area of thirty-eight and seven-tenths square kilometres (38.7 km²).

Fourth Part

A territory situated north of Route R-1029 and which comprises a portion of the Township of Barlow. This territory is described by the following geometric line segments, topographic and hydrographic features:

Starting at a point situated at the intersection of the northwestern limit of the right-of-way of Route R-1029 with the line that separates the townships of Cuvier and Barlow, approximately at the intersection of the parallel of latitude 49° 59' 30" north with the meridian of longitude 74° 41' 29" west; towards the north, a portion of the line that separates the townships of Cuvier and Barlow up to a point situated approximately at the intersection of the parallel of latitude 49° 59' 56" north with the meridian of longitude 74° 41' 29" west; towards the northeast, a straight line, in the Township of Barlow, up to its intersection with the northwestern limit of the right-of-way of Route R1029, situated approximately at the intersection of the parallel of latitude 50° 00' 37" north with the meridian of longitude 74° 39' 48" west; finally, in a general southwesterly direction, the northwestern limit of the right-of-way of Route R-1029 up to the starting point.

This territory has a surface area of one and one-tenth square kilometres (1.1 km²).

These Category IA lands for the Cree Community of Oujé-Bougoumou have a surface area of one hundred square kilometres (100 km²)

There has been no demarcation of the outer perimeter of this previously described territory and which constitutes the Category IA lands for the Cree Community of Oujé-Bougoumou except for the segments that

coincide with a right-of-way limit of a power transmission line or those that coincide with a township limit already established by surveying.

When the described perimeter crosses a water surface and when there is no mention to the contrary, the method for attributing this water surface must comply with Section 4 of the James Bay and Northern Quebec Agreement, such that when 50% or more of the area of the water surface falls within the description of Oujé-Bougoumou Category I lands, the water surface is to be considered Category I lands and its area is to be included in the calculation of areas for Category I lands.

The right-of-way of the 9th and the 10th Albanel / Chibougamau 735 kV power transmission line is located within Category III lands and refers to a specific right granted by the ministère des Ressources naturelles et de la Faune to Hydro-Quebec (Mise à la disposition 205-T).

The right-of-way of Route R-1001 and the one of Route R-1029 are both located within Category III lands and both routes are forest roads numbered by the ministère des Ressources naturelles et de la Faune.

The geographical coordinates mentioned in this territorial description are expressed in accordance with the 1983 North American geodetic datum (NAD83).

This territorial description refers to and completes the *Plan showing the selection of Category IA lands and Category IB lands of Oujé-Bougoumou*, said plan having been registered in the surveying archives of the Bureau de l'arpenteur général du Québec, of the ministère des Ressources naturelles et de la Faune, under plan number 13155-1.

Prepared in Québec, on this 30th day of October, two thousand and nine. The original has been registered in the surveying archives of the Bureau de l'arpenteur général du Québec, of the ministère des Ressources naturelles et de la Faune.

Prepared by: _____

Éric Bélanger

Québec Land Surveyor

territorial description

of the territory that constitutes the selection of Category IB lands for Oujé-Bougoumou

Cree Community of Oujé-Bougoumou

This territory has two (2) parts described as follows:

First Part

A territory situated north of Route R-1029 and Route R-1001, northeast of the 10th Albanel / Chibougamau 735 kV power transmission line and which comprises a portion of the townships of Cuvier and Rageot. This territory is described by the following geometric line segments, topographic and hydrographic features:

Starting at the intersection of the northwestern limit of the right-of-way of Route R-1029 with the line that separates the townships of Cuvier and Barlow, situated approximately at the intersection of the parallel of latitude 49° 59' 30" north with the meridian of longitude 74° 41' 29" west; in a general southwesterly direction, the northwestern limit of the right-of-way of Route R-1029 up to its intersection with the northeastern limit of the right-of-way of Route R-1001, situated approximately at the intersection of the parallel of latitude 49° 57' 02" north with the meridian of longitude 74° 45' 40" west; in a general westerly direction, the northern limit of the right-of-way of Route R-1001 up to its intersection with the northeastern limit of the right-of-way of the 10th Albanel / Chibougamau 735 kV power transmission line, situated approximately at the intersection

of the parallel of latitude 49° 56' 56" north with the meridian of longitude 74° 47' 34" west; towards the northwest, the northeastern limit of the right-of-way of the 10th Albanel / Chibougamau 735 kV power transmission line up to its intersection with the high water line of Rivière Opémisca on its northwest shore, situated approximately at the intersection of the parallel of latitude 50° 00' 48" north with the meridian of longitude 74° 51' 03" west; in a general northeasterly direction, the high water line of Rivière Opémisca on its northwest shore up to the high water line of an unnamed lake on its southwest shore, situated approximately at the intersection of the parallel of latitude 50° 01' 04" north with the meridian of longitude 74° 50' 20" west, the central point of said unnamed lake is situated approximately at the intersection of the parallel of latitude 50° 01' 22" north with the meridian of longitude 74° 50' 01" west; in a general northeasterly direction, the high water line of said unnamed lake successively on its southwest, west, northwest, north and east shores up to its intersection with the line that separates the townships of Cuvier and Rageot, situated approximately at the intersection of the parallel of latitude 50° 01' 27" north with the meridian of longitude 74° 49' 36" west; towards the east, a portion of the line that separates said townships up to its intersection with the central line of Cuvier Township, situated approximately at the intersection of the parallel of latitude 50° 01' 28" north with the meridian of longitude 74° 48' 12" west; towards the south, a portion of the central line of Cuvier Township up to a point situated approximately at the intersection of the parallel of latitude 49° 59' 59" north with the meridian of longitude 74° 48' 12" west; towards the east, a straight line up to a point situated approximately at the intersection of the parallel of latitude 49° 59' 59" north with the meridian of longitude 74° 43' 37" west; towards the north, a straight line up to the intersection with the line that separates the townships of Cuvier and Rageot, situated approximately at the intersection of the parallel of latitude 50° 01' 28" north with the meridian of longitude 74° 43' 37" west; towards the east, a portion of the line that separates said townships, then a portion of the line that separates the townships of Cuvier and Vienne up to the intersection of the line that separates the townships of Cuvier and Barlow, situated approximately at the intersection of the parallel of latitude 50° 01' 27" north with the meridian of longitude 74° 41' 29" west; finally, towards the south, a portion of the line that separates the townships of Cuvier and Barlow up to the starting point.

This territory has a surface area of fifty-three square kilometres (53.0 km²).

Second Part

A territory situated north of Route R-1001, southwest of the 9th Albanel / Chibougamau 735 kV power transmission line and which comprises a portion of Cuvier Township. This territory is described by the following geometric line segments, topographic and hydrographic features:

Starting at the intersection of the southwestern limit of the right-of-way of the 9th Albanel / Chibougamau 735 kV power transmission line with the northeastern limit of the right-of-way of Route R-1001, situated approximately at the intersection of the parallel of latitude 49° 57' 04" north with the meridian of longitude 74° 47' 52" west; in a general westerly direction, the northern limit of the right-of-way of Route R1001 up to its intersection with the high water line of Rivière Opémisca on its northwest shore, situated approximately at the intersection of the parallel of latitude 49° 58' 28" north with the meridian of longitude 74° 53' 19" west; in a general northeasterly direction, the high water line of Rivière Opémisca on its northwest shore up to its intersection with the southwestern limit of the right-of-way of the 9th Albanel / Chibougamau 735 kV power transmission line, situated approximately at the intersection of the parallel of latitude 50° 00' 41" north with the meridian of longitude 74° 51' 09" west; finally, towards the southeast, the southwestern limit of the right-of-way of the 9th Albanel / Chibougamau 735 kV power transmission line up to the starting point.

This territory has a surface area of fourteen square kilometres (14.0 km²).

These Category IB lands for the Cree Community of Oujé-Bougoumou have a surface area of sixty-seven square kilometres (67 km²)

There has been no demarcation of the outer perimeter of this previously described territory and which constitutes the Category IB lands for the Cree Community of Oujé-Bougoumou except for the segments that coincide with a right-of-way limit of a power transmission line or those that coincide with a township limit already established by surveying.

When the described perimeter crosses a water surface and when there is no mention to the contrary, the method for attributing this water surface must comply with Section 4 of the James Bay and Northern Quebec Agreement, such that when 50% or more of the area of the water surface falls within the description of Oujé-Bougoumou Category I lands, the water surface is to be considered Category I lands and its area is to be included in the calculation of areas for Category I lands.

The right-of-way of the 9th and the 10th Albanel / Chibougamau 735 kV power transmission line is located within Category III lands and refers to a specific right granted by the ministère des Ressources naturelles et de la Faune to Hydro-Quebec (Mise à la disposition 205-T).

The right-of-way of Route R-1001 and the one of Route R-1029 are both located within Category III lands and both routes are forest roads numbered by the ministère des Ressources naturelles et de la Faune.

The geographical coordinates mentioned in this territorial description are expressed in accordance with the 1983 North American geodetic datum (NAD83).

This territorial description refers to and completes the *Plan showing the selection of Category IA lands and Category IB lands of Oujé-Bougoumou*, said plan having been registered in the surveying archives of the Bureau de l'arpenteur général du Québec, of the ministère des Ressources naturelles et de la Faune, under plan number 13155-1.

Prepared in Québec, on this 30th day of october, two thousand and nine. The original has been registered in the surveying archives of the Bureau de l'arpenteur général du Québec, of the ministère des Ressources naturelles et de la Faune.

Prepared by: _____

Éric Bélanger

Québec Land Surveyor

c) Plan showing the selection of Category II lands according to Complementary Agreement No. 22.

See plan no. 77 Oujé-Bougoumou Category II lands (Complementary Documents)

(This illustration is not to scale)

Preliminary territorial description of the selection of Category II lands according to Complementary Agreement No. 22.

territorial description

of the territory that constitutes the selection of Category II lands for Oujé-Bougoumou.

Cree Community of Oujé-Bougoumou

This territory has six (6) parts described as follows:

First Part

A territory situated south and north of Rivière Chibougamau and which comprises a portion of the township of Lamarck. This territory is described by the following geometric line segments, topographic and hydrographic features:

Starting at the intersection of the high water line of an unnamed watercourse on its northwest shore with the southwestern limit of the right-of-way of the 12th Chissibi / Jacques-Cartier 735 kV power transmission line, situated approximately at the intersection of the parallel of latitude 49° 57' 45" north with the meridian of longitude 75° 11' 19" west; towards the west, a straight line up to its intersection with the northeastern limit of the right-of-way of the 11th Radisson / Nicolet / Des Cantons 450 kV power transmission line, situated approximately at the intersection of the parallel of latitude 49° 57' 45" north with the meridian of longitude 75° 13' 25" west; in a general northwesterly direction, the northeastern limit of the right-of-way of the 11th Radisson / Nicolet / Des Cantons 450 kV power transmission line up to its intersection with the eastern limit of the right-of-way of the 8th Nemiscau / Abitibi 735 kV power transmission line, situated approximately at the intersection of the parallel of latitude 49° 59' 02" north with the meridian of longitude 75° 14' 35" west; towards the north, the eastern limit of the right-of-way of the 8th Nemiscau / Abitibi 735 kV power transmission line up to its intersection with the southwestern limit of the right-of-way of the 12th Chissibi / Jacques / Cartier 735 kV power transmission line, situated approximately at the intersection of the parallel of latitude 50° 01' 08" north with the meridian of longitude 75° 14' 54" west; finally, towards the southeast, the southwestern limit of the right-of-way of the 12th Chissibi / Jacques-Cartier 735 kV power transmission line up to the starting point.

This territory has a surface area of ten square kilometres (10 km²).

Second Part

A territory situated north, east and southeast of Lac aux Quatre Coins, which extends northward up to Rivière Omo and which comprises a portion of the townships of Lamarck, Julien, Lantagnac, Turgis and Lucière as well as a portion of Bassin-de-la-Rivière-Nottaway. This territory is described by the following geometric line segments, topographic and hydrographic features:

Starting at the intersection of the western limit of the right-of-way of the 8th Nemiscau / Abitibi 735 kV power transmission line with the northeastern limit of the right-of-way of the 11th Radisson / Nicolet / Des Cantons 450 kV power transmission line, situated approximately at the intersection of the parallel of latitude 49° 59' 04" north with the meridian of longitude 75° 14' 41" west; towards the northwest, the northeastern limit of the right-of-way of the Radisson / Nicolet / Des Cantons 450 kV power transmission line up to its intersection with the high water line of an unnamed watercourse on its northwest shore, situated approximately at the intersection of the parallel of latitude 50° 08' 37" north with the meridian of longitude 75° 22' 37" west; in a general northeasterly direction, the high water line of said unnamed watercourse on its northwest shore up to its intersection with the high water line of Lac aux Quatre Coins on its south shore, situated approximately at the intersection of the parallel of latitude 50° 08' 37" north with the meridian of longitude 75° 22' 37" west; in a general northerly direction, the high water line of Lac aux Quatre Coins successively on its west, southwest, northwest and northeast shores up to its intersection with the high water line of the unnamed watercourse on its northwest shore, situated approximately at the intersection of the parallel of latitude 50° 10' 36" north with the meridian of longitude 75° 21' 21" west; in a general northerly direction, the high water line of said unnamed watercourse on its west shore up to its intersection with the high water line of an unnamed lake on its southwest shore, situated approximately at the intersection of the parallel of latitude 50° 11' 19" north with the meridian of longitude 75° 20' 58" west; in a general northerly direction, the high water line of said unnamed lake on its west shore up to its intersection with the high water line of an unnamed watercourse on its west shore, situated approximately at the intersection of the parallel of latitude 50° 11' 31" north with the meridian of longitude 75° 20' 55" west; in a general northerly direction, the high water line of said unnamed watercourse on its west shore up to its intersection with the high water line of an unnamed lake on its south shore, situated approximately at the intersection of the parallel of latitude 50° 11' 36" north with the meridian of longitude 75° 20' 54" west; in a general northerly direction, the high water line of said unnamed lake on its west shore up to a point situated approximately at the intersection of the parallel of latitude 50° 12' 10" north with the meridian of longitude 75° 21' 15" west; towards the northwest, a straight line up to its intersection with the

high water line of an unnamed lake on its south shore, situated approximately at the intersection of the parallel of latitude 50° 12' 31" north with the meridian of longitude 75° 22' 03" west; in a general northwesterly direction, the high water line of said unnamed lake on its southwest shore up to a point situated approximately at the intersection of the parallel of latitude 50° 13' 03" north with the meridian of longitude 75° 22' 32" west; towards the north, a straight line up to a point that corresponds to the source of an unnamed watercourse, situated approximately at the intersection of the parallel of latitude 50° 13' 30" north with the meridian of longitude 75° 22' 39" west; in a general northerly direction, the high water line of said unnamed watercourse on its west shore, up to its intersection with the high water line of an unnamed lake on its south shore, situated approximately at the intersection of the parallel of latitude 50° 14' 14" north with the meridian of longitude 75° 22' 35" west; in a general northwesterly direction, the high water line of said unnamed lake successively on its south, west and southeast shores up to its intersection with the high water line of Ruisseau Naomi on its southeast shore, situated approximately at the intersection of the parallel of latitude 50° 15' 12" north with the meridian of longitude 75° 23' 18" west; in a general southwesterly direction, the high water line of Ruisseau Naomi on its southeast shore up to a point situated approximately at the intersection of the parallel of latitude 50° 14' 59" north with the meridian of longitude 75° 23' 41" west; towards the northwest, a straight line up to its intersection with the high water line of an unnamed lake on its south shore, situated approximately at the intersection of the parallel of latitude 50° 16' 58" north with the meridian of longitude 75° 25' 37" west; in a general northerly direction, the high water line of said unnamed lake on its south and west shores up to its intersection with the high water line of an unnamed watercourse on its northwest shore, situated approximately at the intersection of the parallel of latitude 50° 17' 17" north with the meridian of longitude 75° 25' 47" west; in a general northeasterly direction, the high water line of said unnamed watercourse on its northwest shore up to its intersection with the high water line of an unnamed lake on its south shore, situated approximately at the intersection of the parallel of latitude 50° 17' 18" north with the meridian of longitude 75° 25' 46" west; in a general northerly direction, the high water line of said unnamed lake successively on its southwest, northwest and north shores up to its intersection with the high water line of Rivière Omo on its west shore, situated approximately at the intersection of the parallel of latitude 50° 17' 58" north with the meridian of longitude 75° 25' 31" west; in a general northeasterly direction, the high water line of Rivière Omo on its northwest shore, up to its intersection with the high water line of an unnamed lake on its southwest shore, situated approximately at the intersection of the parallel of latitude 50° 20' 14" north with the meridian of longitude 75° 24' 12" west; in a general northeasterly direction, the high water line of said unnamed lake on its northwest shore up to its intersection with the high water line of Rivière Omo on its northwest shore, situated approximately at the intersection of the parallel of latitude 50° 20' 44" north with the meridian of longitude 75° 23' 30" west; in a general northerly direction, the high water line of Rivière Omo on its west shore up to its intersection with the high water line of an unnamed watercourse on its northwest shore, situated approximately at the intersection of the parallel of latitude 50° 21' 22" north with the meridian of longitude 75° 23' 13" west; in a general northeasterly direction, the high water line of said unnamed watercourse on its northwest shore up to its intersection with the high water line of an unnamed lake on its southwest shore, situated approximately at the intersection of the parallel of latitude 50° 21' 32" north with the meridian of longitude 75° 22' 46" west; in a general northeasterly direction, the high water line of said unnamed lake on its northwest shore up to its intersection with the high water line of an unnamed watercourse on its northwest shore, situated approximately at the intersection of the parallel of latitude 50° 21' 54" north with the meridian of longitude 75° 22' 20" west; in a general northeasterly direction, the high water line of said unnamed watercourse on its northwest shore up to its intersection with the western limit of the right-of-way of the 8th Nemiscau / Abitibi 735 kV power transmission line, situated approximately at the intersection of the parallel of latitude 50° 22' 11" north with the meridian of longitude 75° 22' 06" west; finally, in a general southerly direction, the western limit of the right-of-way of the 8th Nemiscau / Abitibi 735 kV power transmission line up to the starting point.

This territory has a surface area of one hundred and forty-three square kilometres (143 km²).

Third Part

A territory situated northwest of Lac Opémisca, which extends up to Lac Comencho and which comprises a portion of the townships of Cuvier, Opémisca, Lamarck, Rageot, La Tousche, Julien, Levilliers and Turgis as well as a portion of Bassin-de-la-Rivière-Nottaway and a portion of Bassin-de-la-Rivière-Broadback. This territory is described by the following geometric line segments, topographic and hydrographic features:

Starting at the intersection of the high water line of Rivière Opémisca on its north shore with the high water line of Lac Opémisca on its north shore, situated approximately at the intersection of the parallel of latitude 49° 57' 22" north with the meridian of longitude 74° 54' 38" west; in a general southwesterly direction, the high water line of Lac Opémisca on its northwest shore up to its intersection with the high water line of Rivière Chibougamau (East Passage) on its north shore, situated approximately at the intersection of the parallel of latitude 49° 55' 08" north with the meridian of longitude 75° 00' 21" west; in a general westerly direction, the high water line of Rivière Chibougamau (East Passage) on its north shore up to its intersection with the high water line of Lac Michwacho on its south shore, situated approximately at the intersection of the parallel of latitude 49° 54' 51" north with the meridian of longitude 75° 03' 07" west; in a general northerly direction, the high water line of Lac Michwacho successively on its east, south, east and north shores up to a point situated approximately at the intersection of the parallel of latitude 49° 57' 19" north with the meridian of longitude 75° 03' 04" west; towards the northwest, a straight line up to its intersection with the high water line of Lac Michwacho on its north shore, situated approximately at the intersection of the parallel of latitude 49° 57' 21" north with the meridian of longitude 75° 03' 07" west; in a general southerly direction, the high water line of Lac Michwacho successively on its northwest, west, south, west and northwest shores up to its intersection with the high water line of an unnamed watercourse on its north shore situated approximately at the intersection of the parallel of latitude 49° 55' 20" north with the meridian of longitude 75° 03' 30" west; in a general southwesterly direction, the high water line of said unnamed watercourse on its northwest shore up to its intersection with the high water line of Lac Armada on its northwest shore, situated approximately at the intersection of the parallel of latitude 49° 53' 45" north with the meridian of longitude 75° 04' 57" west; in a general southwesterly direction, the high water line of Lac Armada on its northwest shore up to its intersection with the high water line of an unnamed watercourse on its northwest shore, situated approximately at the intersection of the parallel of latitude 49° 53' 25" north with the meridian of longitude 75° 05' 15" west; in a general southwesterly direction, the high water line of said unnamed watercourse on its northwest shore up to its intersection with the northeastern limit of the right-of-way of the 12th Chissibi / Jacques Cartier 735 kV power transmission line, situated approximately at the intersection of the parallel of latitude 49° 53' 22" north with the meridian of longitude 75° 05' 19" west; in a general northwesterly direction, the northeastern limit of the right-of-way of the 12th Chissibi / Jacques Cartier 735 kV power transmission line up to a point situated approximately at the intersection of the parallel of latitude 49° 54' 38" north with the meridian of longitude 75° 07' 31" west; towards the northwest, a straight line up to its intersection with a point situated approximately at the intersection of the parallel of latitude 49° 56' 56" north with the meridian of longitude 75° 09' 11" west; towards the northwest, a straight line up to its intersection with a point situated approximately at the intersection of the parallel of latitude 49° 57' 30" north with the meridian of longitude 75° 10' 24" west; towards the west, a straight line up to its intersection with the northeastern limit of the right-of-way of the 12th Chissibi / Jacques Cartier 735 kV power transmission line, situated approximately at the intersection of the parallel of latitude 49° 57' 43" north with the meridian of longitude 75° 11' 12" west; in a general northerly direction, the eastern limit of the right-of-way of the 12th Chissibi / Jacques Cartier 735 kV power transmission line up to its intersection with the high water line of an unnamed lake on its west shore, situated approximately at the intersection of the parallel of latitude 50° 22' 16" north with the meridian of longitude 75° 21' 56" west; in a general southeasterly direction, the high water line of said unnamed lake successively on its southwest, south and southeast shores up to a point situated approximately at the intersection of the parallel of latitude 50° 21' 55" north with the meridian of longitude 75° 21' 23" west; towards the east, a straight line up to its intersection with the high water line of an unnamed lake on its west shore, situated approximately at the intersection of

the parallel of latitude 50° 21' 42" north with the meridian of longitude 75° 20' 01" west; in a general northeasterly direction, the high water line of an unnamed lake on its south and southeast shores up to its intersection with the high water line of an unnamed watercourse on its southeast shore, situated approximately at the intersection of the parallel of latitude 50° 22' 34" north with the meridian of longitude 75° 16' 47" west; in a general easterly direction, the high water line of an unnamed watercourse on its south shore up to its intersection with the high water line of an unnamed lake on its south shore, situated approximately at the intersection of the parallel of latitude 50° 22' 49" north with the meridian of longitude 75° 15' 38" west; in a general northerly direction, the high water line of said unnamed lake on its east shore up to its intersection with the high water line of an unnamed watercourse on its southeast shore, situated approximately at the intersection of the parallel of latitude 50° 24' 22" north with the meridian of longitude 75° 14' 55" west; in a general northeasterly direction, the high water line of said unnamed watercourse on its southeast shore up to its intersection with the high water line of an unnamed lake on its southeast shore, situated approximately at the intersection of the parallel of latitude 50° 24' 26" north with the meridian of longitude 75° 14' 47" west; in a general northeasterly direction, the high water line of said unnamed lake successively on its southeast, west, south, east, north, east and southeast shores up to its intersection with the high water line of Lac Assinica on its south shore, situated approximately at the intersection of the parallel of latitude 50° 25' 43" north with the meridian of longitude 75° 13' 14" west; in a general easterly direction, the high water line of Lac Assinica on its south shore up to its intersection with the high water line of Lac Comencho on its northwest shore, situated approximately at the intersection of the parallel of latitude 50° 25' 30" north with the meridian of longitude 75° 11' 34" west; in a general southerly direction, the high water line of Lac Comencho successively on its southwest, west, north, southwest, northwest, east, north, west and southeast shores up to its intersection with the high water line of an unnamed watercourse on its southwest shore, situated approximately at the intersection of the parallel of latitude 50° 18' 25" north with the meridian of longitude 75° 11' 18" west; in a general southerly direction, the high water line of said unnamed watercourse on its west shore up to its intersection with the high water line of Lac Waposite on its northwest shore, situated approximately at the intersection of the parallel of latitude 50° 17' 57" north with the meridian of longitude 75° 11' 10" west; in a general southeasterly direction, the high water line of Lac Waposite on all its shores up to its intersection with the high water line of an unnamed watercourse on its east shore, situated approximately at the intersection of the parallel of latitude 50° 17' 54" north with the meridian of longitude 75° 11' 04" west; in a general northerly direction, the high water line of said unnamed watercourse on its east shore up to its intersection with the high water line of Lac Comencho on its southeast shore, situated approximately at the intersection of the parallel of latitude 50° 18' 30" north with the meridian of longitude 75° 11' 15" west; in a general northeasterly direction, the high water line of Lac Comencho successively on its southeast, east, southeast and southwest shores up to a point situated approximately at the intersection of the parallel of latitude 50° 23' 27" north with the meridian of longitude 75° 05' 52" west; towards the south, a straight line up to its intersection with the high water line of an unnamed lake on its north shore, situated approximately at the intersection of the parallel of latitude 50° 21' 56" north with the meridian of longitude 75° 05' 59" west; in a general southerly direction, the high water line of said unnamed lake on its east shore up to its intersection with the high water line of an unnamed watercourse on its east shore, situated approximately at the intersection of the parallel of latitude 50° 21' 27" north with the meridian of longitude 75° 05' 52" west; in a general southerly direction, the high water line of said unnamed watercourse on its east shore, up to its intersection with the high water line of an unnamed lake on its north shore, situated approximately at the intersection of the parallel of latitude 50° 21' 13" north with the meridian of longitude 75° 05' 51" west; in a general southerly direction, the high water line of said unnamed lake on its east shore up to a point situated approximately at the intersection of the parallel of latitude 50° 20' 56" north with the meridian of longitude 75° 05' 50" west; towards the south, a straight line up to a point situated approximately at the intersection of the parallel of latitude 50° 19' 22" north with the meridian of longitude 75° 05' 53" west; towards the southeast, a straight line up to a point situated approximately at the intersection of the parallel of latitude 50° 18' 35" north with the meridian of longitude 75° 05' 13" west; towards the east, a straight line up to a point situated approximately at the intersection of the parallel of latitude 50°

18' 46" north with the meridian of longitude 75° 04' 18" west; towards the northeast, a straight line up to its intersection with the western limit of the right-of-way of the 9th Albanel / Chibougamau 735 kV power transmission line, situated approximately at the intersection of the parallel of latitude 50° 19' 23" north with the meridian of longitude 75° 02' 39" west; in a general southerly direction, the western limit of the right-of-way of the 9th Albanel / Chibougamau 735 kV power transmission line up to its intersection with the high water line of Lac Opataca on its north shore, situated approximately at the intersection of the parallel of latitude 50° 17' 03" north with the meridian of longitude 75° 02' 31" west; in a general southerly direction, the high water line of Lac Opataca successively on its northeast, west, northwest, southeast and south shores up to its intersection with the western limit of the right-of-way of the 9th Albanel / Chibougamau 735 kV power transmission line, situated approximately at the intersection of the parallel of latitude 50° 16' 08" north with the meridian of longitude 75° 02' 25" west; in a general southeasterly direction, the southwestern limit of the right-of-way of the 9th Albanel / Chibougamau 735 kV power transmission line up to its intersection with the high water line of Rivière Opémisca on its northwest shore, situated approximately at the intersection of the parallel of latitude 50° 00' 41" north with the meridian of longitude 74° 51' 09" west; finally, in a general southwesterly direction, the high water line of Rivière Opémisca on its northwest shore up to the starting point.

This third part of the Category II lands for the Cree Community of Oujé-Bougoumou also includes two (2) small strips of land adjacent to the Albanel / Chibougamau 735 kV power transmission line and situated on the west shore of Lac Opataca. The first strip is described as follows: starting at the intersection of the western limit of the right-of-way of the 9th Albanel / Chibougamau 735 kV power transmission line with the high water line of Lac Opataca on its west shore, situated approximately at the intersection of the parallel of latitude 50° 16' 51" north with the meridian of longitude 75° 02' 29" west; in a general northerly direction, the high water line of Lac Opataca on its west shore up to its intersection with the western limit of the right-of-way of the 9th Albanel / Chibougamau 735 kV power transmission line, situated approximately at the intersection of the parallel of latitude 50° 16' 53" north with the meridian of longitude 75° 02' 30" west; towards the south, the western limit of the right-of-way of the 9th Albanel / Chibougamau 735 kV power transmission line up to the starting point, and the second strip is described as follows: starting at the intersection of the western limit of the right-of-way of the 9th Albanel / Chibougamau 735 kV power transmission line with the high water line of Lac Opataca on its west shore, situated approximately at the intersection of the parallel of latitude 50° 16' 21" north with the meridian of longitude 75° 02' 27" west; in a general northerly direction, the high water line of Lac Opataca on its west shore up to its intersection with the western limit of the right-of-way of the 9th Albanel / Chibougamau 735 kV power transmission line, situated approximately at the intersection of the parallel of latitude 50° 16' 45" north with the meridian of longitude 75° 02' 29" west; towards the south, the western limit of the right-of-way of the 9th Albanel / Chibougamau 735 kV power transmission line up to the starting point.

This territory has a surface area of one thousand, one hundred and one square kilometres (1 101 km²).

Fourth Part

A territory situated west of Lac Opataca and which comprises a portion of the township of Levilliers as well as a portion of Bassin-de-la-Rivière-Broadback. This territory is described by the following geometric line segments, topographic and hydrographic features:

Starting at the intersection of the eastern limit of the right-of-way of the 10th Albanel / Chibougamau 735 kV power transmission line with the high water line of Lac Opataca on its north shore, situated approximately at the intersection of the parallel of latitude 50° 16' 22" north with the meridian of longitude 75° 02' 17" west; in a general northerly direction, the eastern limit of the right-of-way of the 10th Albanel / Chibougamau 735 kV power transmission line up to a point situated approximately at the intersection of the parallel of latitude 50° 19' 29" north with the meridian of longitude 75° 02' 28" west; towards the northeast, a straight line up to its intersection with the high water line of Lac Opataca on its west shore, situated approximately at the

intersection of the parallel of latitude 50° 21' 47" north with the meridian of longitude 74° 58' 36" west; finally, in a general southwesterly direction, the high water line of Lac Opataca on its northwest shore up to the starting point.

This territory has a surface area of eighteen square kilometers (18 km²).

Fifth part

A territory situated northwest, north and northeast of the Category IB lands for the Cree Community of Oujé-Bougoumou, which extends to the northwest up to Lac Opataca, to the north up to Rivière Brock and to the northeast up to Rivière Blaiklock and which comprises a portion of the townships of Cuvier, Barlow, Blaiklock, Vienne, Rageot, La Tousche, Beaulieu, Chérisy, La Rochette and Levilliers, as well as a portion of Bassin-de-la-Rivière-Broadback and a portion of Bassin-de-la-Rivière-Nottaway. This territory is described by the following geometric line segments, topographic and hydrographic features:

Starting at the intersection of the high water line of Rivière Opémisca on its northwest shore with the northeastern limit of the right-of-way of the 10th Albanel / Chibougamau 735 kV power transmission line, situated approximately at the intersection of the parallel of latitude 50° 00' 48" north with the meridian of longitude 74° 51' 03" west; in a general northwesterly direction, the northeastern limit of the right-of-way of the 10th Albanel / Chibougamau 735 kV power transmission line up to its intersection with the high water line of Lac Opataca on its south shore, situated approximately at the intersection of the parallel of latitude 50° 16' 10" north with the meridian of longitude 75° 02' 16" west; in a general northeasterly direction, the high water line of Lac Opataca on its southeast shore up to its intersection with the high water line of an unknown watercourse on its south shore, situated approximately at the intersection of the parallel of latitude 50° 26' 14" north with the meridian of longitude 74° 46' 19" west; in a general southeasterly direction, the high water line of said unknown watercourse on its southwest shore up to its intersection with the high water line of another unnamed watercourse on its northwest shore, situated approximately at the intersection of the parallel of latitude 50° 25' 29" north with the meridian of longitude 74° 44' 00" west; in a general southwesterly direction, the high water line of said unnamed watercourse on its northwest shore up to its intersection with the high water line of an unnamed lake on its northwest shore, situated approximately at the intersection of the parallel of latitude 50° 16' 00" north with the meridian of longitude 74° 50' 36" west; in a general southeasterly direction, the high water line of said unnamed lake on its north and east shores up to its intersection with the high water line of an unnamed watercourse on its northeast shore, situated approximately at the intersection of the parallel of latitude 50° 15' 49" north with the meridian of longitude 74° 50' 14" west; in a general southeasterly direction, the high water line of said unnamed watercourse on its northeast shore up to its intersection with the high water line of an unnamed lake on its northwest shore, situated approximately at the intersection of the parallel of latitude 50° 15' 43" north with the meridian of longitude 74° 49' 58" west; in a general southeasterly direction, the high water line of said unnamed lake on its northeast shore up to a point situated approximately at the intersection of the parallel of latitude 50° 15' 33" north with the meridian of longitude 74° 49' 45" west; towards the southwest, a straight line up to its intersection with the high water line of Rivière Brock on its south shore, situated approximately at the intersection of the parallel of latitude 50° 10' 39" north with the meridian of longitude 74° 54' 46" west; in a general easterly direction, the high water line of Rivière Brock on its south shore up to its intersection with the high water line of an unnamed watercourse on its south shore, situated approximately at the intersection of the parallel of latitude 50° 12' 50" north with the meridian of longitude 74° 32' 09" west; in a general southeasterly direction, the high water line of said unnamed watercourse on its south and west shores up to its intersection with the high water line of another unnamed watercourse on its south shore, situated approximately at the intersection of the parallel of latitude 50° 12' 18" north with the meridian of longitude 74° 31' 37" west; in a general easterly direction, the high water line of said unnamed watercourse on its south shore up to a point situated approximately at the intersection of the parallel of latitude 50° 12' 10" north with the meridian of longitude 74° 30' 53" west; towards the southeast, a straight line up to a point situated approximately at the intersection of the parallel of latitude

50° 11' 31" north with the meridian of longitude 74° 29' 35" west; towards the east, a straight line up to a point situated approximately at the intersection of the parallel of latitude 50° 11' 30" north with the meridian of longitude 74° 27' 25" west; towards the east, a straight line up to its intersection with the high water line of an unnamed watercourse on its south shore, situated approximately at the intersection of the parallel of latitude 50° 11' 37" north with the meridian of longitude 74° 26' 56" west; in a general southeasterly direction, the high water line of said unnamed watercourse successively on its southeast, southwest, northwest and west shores up to its intersection with the high water line of Rivière Blaiklock on its south shore, situated approximately at the intersection of the parallel of latitude 50° 10' 53" north with the meridian of longitude 74° 25' 20" west; in a general easterly direction, the high water line of Rivière Blaiklock on its south shore up to its intersection with the high water line of an unnamed lake on its west shore, situated approximately at the intersection of the parallel of latitude 50° 10' 42" north with the meridian of longitude 74° 23' 39" west; in a general easterly direction, the high water line of said unnamed lake on its south shore up to a point situated approximately at the intersection of the parallel of latitude 50° 10' 42" north with the meridian of longitude 74° 21' 48" west; towards the southwest, a straight line up to its intersection with the northwestern limit of the right-of-way of Route R-1029, situated approximately at the intersection of the parallel of latitude 50° 10' 34" north with the meridian of longitude 74° 21' 59" west; in a general southwesterly direction, the northwestern limit of the right-of-way of Route R-1029 up to a point situated approximately at the intersection of the parallel of latitude 50° 00' 37" north with the meridian of longitude 74° 39' 48" west; towards the southwest, a straight line up to its intersection with the line that separates the townships of Cuvier and Barlow, situated approximately at the intersection of the parallel of latitude 49° 59' 56" north with the meridian of longitude 74° 41' 29" west; towards the north, a portion of the line that separates the townships of Cuvier and Barlow up to the intersection with the line that separates the townships of Cuvier and Vienne, situated approximately at the intersection of the parallel of latitude 50° 01' 27" north with the meridian of longitude 74° 41' 29" west; towards the west, a portion of the line that separates the townships of Cuvier and Vienne, then a portion of the line that separates the townships of Cuvier and Rageot up to a point situated approximately at the intersection of the parallel of latitude 50° 01' 28" north with the meridian of longitude 74° 43' 37" west; towards the south, a straight line up to a point situated approximately at the intersection of the parallel of latitude 49° 59' 59" north with the meridian of longitude 74° 43' 37" west; towards the west, a straight line up to its intersection with the central line of the township of Cuvier, situated approximately at the intersection of the parallel of latitude 49° 59' 59" north with the meridian of longitude 74° 48' 12" west; towards the north, a line that follows a portion of the central line of the township of Cuvier up to its intersection with the line that separates the townships of Cuvier and Rageot, situated approximately at the intersection of the parallel of latitude 50° 01' 28" north with the meridian of longitude 74° 48' 12" west; towards the west, a portion of the line that separates the townships of Cuvier and Rageot up to its intersection with the high water line of an unnamed lake on its east shore, situated approximately at the intersection of the parallel of latitude 50° 01' 27" north with the meridian of longitude 74° 49' 36" west; in a general southwesterly direction, the high water line of said unnamed lake successively on its east, north, northwest, west and southwest shores up to its intersection with the high water line of Rivière Opémisca on its northwest shore, situated approximately at the intersection of the parallel of latitude 50° 01' 04" north with the meridian of longitude 74° 50' 20" west; finally, in a general southwesterly direction, the high water line of Rivière Opémisca on its northwest shore up to the starting point.

This territory has a surface area of eight hundred and thirteen kilometres (813 km²).

Sixth part

A territory situated northeast, north and northwest of Lac du Sauvage and which comprises a portion of the townships of Vienne, Blaiklock and Beaulieu. This territory is described by the following geometric line segments, topographic and hydrographic features:

Starting at a point situated on the southeastern limit of the right-of-way of Route R-1029, approximately at the intersection of the parallel of latitude 50° 02' 24" north with the meridian of longitude 74° 38' 31" west;

in a general northeasterly direction, the southeastern limit of the right-of-way of Route R-1029 up to a point situated approximately at the intersection of the parallel of latitude 50° 10' 31" north with the meridian of longitude 74° 22' 03" west; towards the southwest, a straight line up to a point situated approximately at the intersection of the parallel of latitude 50° 09' 16" north with the meridian of longitude 74° 23' 45" west; towards the southwest, a straight line up to its intersection with the high water line of Lac du Sauvage on its northeast shore, situated approximately at the intersection of the parallel of latitude 50° 07' 16" north with the meridian of longitude 74° 26' 54" west; in a general southwesterly direction, the high water line of Lac du Sauvage on its northwest shore up to a point situated approximately at the intersection of the parallel of latitude 50° 02' 41" north with the meridian of longitude 74° 36' 57" west; towards the southwest, a straight line up to a point situated approximately at the intersection of the parallel of latitude 50° 02' 34" north with the meridian of longitude 74° 37' 05" west; finally, towards the west, a straight line up to the starting point.

This territory has a surface area of sixty kilometres (60 km²).

These Category II lands for the Cree Community of Oujé-Bougoumou have a surface area of two thousands one hundred and forty-five square kilometres (2 145 km²)

There has been no demarcation of the outer perimeter of this previously described territory and which constitutes the Category II lands for the Cree Community of Oujé-Bougoumou except for the segments that coincide with a right-of-way limit of a power transmission line or those that coincide with a township limit already established by surveying.

When the described perimeter crosses a water surface and when there is no mention to the contrary, the method for attributing this water surface must comply with Section 4 of the James Bay and Northern Quebec Agreement, such that when 50% or more of the area of the water surface falls within the description of Oujé-Bougoumou Category II lands, the water surface is to be considered Category II lands and its area is to be included in the calculation of areas for Category II lands.

The right-of-way of the 8th Nemiscau / Abitibi 735 kV power transmission line is located within Category III lands and refers to a specific right granted by the ministère des Ressources naturelles et de la Faune to Hydro-Quebec (Mise à la disposition 223-T). The right-of-way of the 9th and the 10th Albanel / Chibougamau 735 kV power transmission line is located within Category III lands and refers to a specific right granted by the ministère des Ressources naturelles et de la Faune to Hydro-Quebec (Mise à la disposition 205-T). The right-of-way of the 11th Radisson / Nicolet / Des Cantons 450 kV power transmission line is located within Category III lands and refers to a specific right granted by the ministère des Ressources naturelles et de la Faune to Hydro-Quebec (Mise à la disposition 102-T). The right-of-way of the 12th Chissibi / Jacques-Cartier 735 kV power transmission line is located within Category III lands and refers to a specific right granted by the ministère des Ressources naturelles et de la Faune to Hydro-Quebec (Mise à la disposition 256-T).

The right-of-way of Route R-1029 is located within Category III lands and this route is a forest road numbered by the ministère des Ressources naturelles et de la Faune.

The geographical coordinates mentioned in this territorial description are expressed in accordance with the 1983 North American geodetic datum (NAD83).

This territorial description refers to and completes the *Plan showing the selection of Category II lands of Oujé-Bougoumou*, said plan having been registered in the surveying archives of the Bureau de l'arpenteur général du Québec, of the ministère des Ressources naturelles et de la Faune, under plan number 13155-2.

Prepared in Québec, on this 30th day of October, two thousand and nine. The original has been registered in the surveying archives of the Bureau de l'arpenteur général du Québec, of the ministère des Ressources naturelles et de la Faune.

Prepared by: _____

Éric Bélanger

Québec Land Surveyor

IN WITNESS WHEREOF, the parties and intervenors hereto have executed this Complementary Agreement on the date herein below indicated.

CREE REGIONAL AUTHORITY

Chairman

At _____, this _____, 2011.

Vice-Chairman

At _____, this _____, 2011.

CREES OF OUJÉ-BOUGOUMOU

Traditional Chief

At _____, this _____, 2011.

GOVERNEMENT DU QUÉBEC

Ministre responsable des Affaires autochtones

At _____, this _____, 2011.

Ministre des Ressources naturelles et de la Faune

At _____, this _____, 2011.

Ministre responsable des Affaires intergouvernementales canadiennes et de la Francophonie canadienne

At _____, this _____, 2011.

GOVERNMENT OF Canada

Minister of Indian Affairs and Northern Development

At _____, this _____, 2011.

MAKIVIK CORPORATION

President

At _____, this _____, 2011.

HYDRO-QUÉBEC

President and Chief Executive Officer

At _____, this _____, 2011.

SOCIÉTÉ DE DÉVELOPPEMENT DE LA BAIE JAMES

President and Chief Executive Officer

At _____, this _____, 2011.

SOCIÉTÉ D'ÉNERGIE DE LA BAIE JAMES

President and Chief Executive Officer

At _____, this _____, 2011.