

Complementary Agreement no. 9

(CBJNQ)

BETWEEN

MAKIVIK CORPORATION, duly incorporated under the Act to establish the Makivik Corporation, herein acting and represented by its duly authorized representative, who has been duly authorized to execute this Agreement

and

HYDRO-QUÉBEC, a duly incorporated corporation with its head office in Montréal, Québec, herein acting and represented by its duly authorized representative, who has been duly authorized to execute this Agreement

and

la SOCIÉTÉ D'ÉNERGIE DE LA BAIE JAMES, a duly incorporated corporation with its head office in Montréal, Québec, herein acting and represented by its representative, who has been duly authorized to execute this Agreement

WHEREAS some of the parties hereto are parties who have agreed to execute simultaneously an agreement to be known as the "Kuujuuaq (1988) Agreement";

WHEREAS the duties and obligations associated with the diversion of the Caniapiscau River and provided for in subsections 8.10 and 8.17 of the James Bay and Northern Québec Agreement have been fulfilled to the satisfaction of the parties as asserted in the "Kuujuuaq (1988) Agreement";

WHEREAS it is appropriate to amend subsections 8.10 and 8.17 of the James Bay and Northern Québec Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1 For purposes of this Agreement, the following definitions shall apply:

1.1 "James Bay and Northern Québec Agreement": the Agreement approved, given effect to and declared valid by chapter 32 of the Statutes of Canada 1976-77 and chapter 46 of the Statutes of Québec 1976, as amended by complementary agreements nos 1 to 8.

2 Section 8 of the James Bay and Northern Québec Agreement is hereby amended by removal of subsection 8.10.

[Amendment integrated]

3 Subsection 8.17 of the James Bay and Northern Québec Agreement is hereby amended by replacement with the following:

In consideration of and subject to the benefits and undertakings in favour of the Native people contemplated by this Agreement and except as otherwise provided for in this Agreement, the said Native people in respect to Le Complexe La Grande (1975) hereby release La Société d'énergie de la Baie James and/or Hydro-Québec and/or La Société de développement de la Baie James of all claims, damages, inconvenience and impacts of whatever nature related to the hunting, fishing and trapping of the Crees and of the Inuit and related activities and to their culture and traditional ways that may be caused by the construction, maintenance and operation of Le Complexe La Grande (1975).

[Amendment integrated]

4 The releases that form the objects of the “Kuujuuaq (1988) Agreement” and this Complementary Agreement do not apply the effects north of the 55th parallel of methylmercury production due to construction of Le Complexe La Grande (1975) or any other hydroelectric development;

5 This Complementary Agreement No. 9 comes into force on the date of its execution.

SIGNATORIES (CBJNQ 9)

Signée à Kuujuuaq (Québec) le 21 octobre 1988

Signed at Kuujuuaq (Québec), October 21, 1988

Société Makivik

Makivik Corporation

Charlie Watt, président

Hydro-Québec

Claude Boivin, président et chef de l'exploitation

Société d'énergie de la Baie James

Paul F. Tremblay, vice-président et chef des opérations