THE RAGLAN AGREEMENT

ENTERED INTO BETWEEN:

Makivik Corporation Qarqalik Landholding Corporation of Salluit Northern Village Corporation of Salluit Nunatulik Landholding Corporation of Kangiqsujuaq Northern Village Corporation of Kangiqsujuaq

AND:

Société Minière Raglan du Québec Ltée

TO WHICH INTERVENED:

Falconbridge Limited

THE RAGLAN AGREEMENT

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Annex 1.1.8(a)	Map identifying Claims Area.
Annex 1.1.8(b)	Claims List.
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Annex 1.1.56	Trust Deed.

Annex 3.1 Summary of the Description of the Raglan Project.

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Annex 5.2.3	Draft agreement-in-principle to be entered into between Falconbridge, the Kativik Regional Government and Human Resource Development Canada regarding the training of heavy equipment operators.

Annex 5.4.5 Pre-requisite qualifications, nature and scope of the position of 'Inuit Employment and Training Officer'.

Annex 11.7 Falconbridge Raglan Project hunting and fishing policy.

Annex 11.8 Falconbridge drug and alcohol policy.

THE RAGLAN AGREEMENT

BY AND BETWEEN : MAKIVIK CORPORATION, a corporation duly incorporated by Special Act of the National Assembly of Quebec (R.S.Q., ch. S-18.1), having its head office in Kuujjuaq, Quebec, herein acting and represented by its undersigned representative, duly authorized to execute this Agreement, as he so declares, (hereinafter "*Makivik*"),

AND: QARQALIK LANDHOLDING CORPORATION OF SALLUIT, a body politic duly incorporated in virtue of An Act Respecting the Land Regime in the James Bay and New Québec Territories (L.R.Q., ch. R-13.1) herein acting and represented by its undersigned representative, duly authorized to execute this Agreement, as he so declares, (hereinafter "Qargalik Landholding Corporation")

AND: NORTHERN VILLAGE CORPORATION OF SALLUIT, a body politic duly incorporated in virtue of An Act Respecting Northern Villages and the Kativik Regional Government (L.R.Q., ch. V-6.1) herein acting and represented by its undersigned representative, duly authorized to execute this Agreement, as he so declares, (hereinafter "Northern Village Corporation of Salluit")

AND: NUNATULIK LANDHOLDING CORPORATION OF KANGIQSUJUAQ, a body politic duly incorporated in virtue of An Act Respecting the Land Regime in the James Bay and New Québec Territories (L.R.Q., ch. R-13.1) herein acting and represented by its undersigned representative, duly authorized to execute this Agreement, as he so declares, (hereinafter "Nunatulik Landholding Corporation")

AND: NORTHERN VILLAGE CORPORATION OF KANGIQSUJUAQ, a body politic duly incorporated in virtue of An Act Respecting Northern Villages and the Kativik Regional Government (L.R.Q., ch. V-6.1) herein acting and represented by its undersigned representative, duly authorized to execute this Agreement, as he so declares, (hereinafter "Northern Village Corporation of Kangiqsujuaq")

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AND :

SOCIÉTÉ MINIÈRE RAGLAN DU QUÉBEC LTÉE a corporation duly incorporated according to the laws of the Province of Quebec, (hereinafter "Société Minière"),

(hereinafter sometimes collectively referred to as "the Parties").

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PREAMBLE

WITNESSETH:

WHEREAS Société Minière holds mining claims, exploration and other permits in the New Québec Region in the Deception River area which claims are situated within Category III lands as described in the James Bay and Northern Québec Agreement;

WHEREAS Société Minière desires to build and operate the Raglan Project, to produce nickel, copper and cobalt concentrate;

WHEREAS an integral part of the Raglan Project entails the refurbishing and upgrading of port facilities at Deception Bay and the use of Deception Bay and adjacent waters for intermittent shipping of supplies and mineral products;

WHEREAS Société Minière has made applications to obtain the authorizations, approvals or consents contemplated by section 23 of the James Bay and Northern Québec Agreement, by the *Environmental Quality Act* (Québec) and by the Environmental Assessment Review Process Guidelines Order, SOR/84.467 for the purpose of developing the Raglan Project;

WHEREAS Inuit have rights, titles, claims and interests in mainland Nunavik pursuant to the James Bay and Northern Québec Agreement and claim to have rights, titles, claims and interests in the offshore area surrounding Québec and Labrador, which are currently the subject of negotiations with the Government of Canada; WHEREAS the Parties have deemed it in their mutual interest to agree upon certain general and specific matters and to establish a relationship based on confidence, trust and certainty;

WHEREAS on March 8, 1993, Falconbridge and Makivik concluded a Memorandum of Understanding contemplating the conclusion of an agreement relating to the Raglan Project;

WHEREAS the Parties have negotiated the terms and conditions of the contemplated agreement as hereinafter set forth and now wish to enter into same; and

WHEREAS pursuant to the terms and conditions of this Agreement, the Raglan Project, if undertaken, is expected to contribute to the social, economic and cultural well-being of Inuit, generally, and of those Inuit residing in Salluit and Kangiqsujuaq, particularly.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION ONE

DEFINITIONS

SECTION 1: DEFINITIONS

1.1 <u>Definitions</u>

In this Agreement the following terms shall have the meanings set out below.

- 1.1.1 *"Accountable Metals"* means the saleable output from the refinery process of the metals contained in the Raglan ores including without limitation nickel, copper, cobalt, gold, silver, platinum, palladium and rhodium.
- 1.1.2 "Additional Payments" means those payments made pursuant to sub-section 7.3.
- 1.1.3 *"Affiliate"* means a corporation within the meaning set out in sub-section 2.2 and following of the Canada Business Corporations Act.
- 1.1.4 *"Agreement"* means this agreement, any and all annexes thereto, and any and all amendments thereto.
- 1.1.4 *"Annual Operating Cash Flow"* means the Annual Operating Cash Flow referred to in paragraph 7.2.3.
- 1.1.5 "Answers to the Questions of Makivik Relative to the Environmental Impact Assessment" shall mean the document entitled "Answers to the Questions of Makivik Relative to the Environmental Impact Assessment" prepared by Roche, on behalf of Société Minière, dated

Revised, November 1994, a copy of which is attached hereto as Annex 1.1.5.

- 1.1.6 *"Average Realized Prices"* means the Average Realized Prices referred to in paragraph 7.2.3.
- 1.1.7 *"Capital Expenditures"* means the Capital Expenditures referred to in paragraph 7.2.3.
- 1.1.8 *"Claims Area"* means that area shown in dark yellow on the map attached hereto as Annex 1.1.8(a) and in the Claims List attached hereto as Annex 1.1.8(b), but excluding the area identified as Cross Lake.
- 1.1.9 "Commercial Production" means and shall be deemed to have been achieved when, if the concentrator is located at Katinniq, such concentrator is processing ore from the Raglan Project for other than testing purposes, has operated for a period of thirty (30) consecutive production days at not less than sixty percent (60%) of design capacity or, if the concentrator is not located at Katinniq, when ores from the Raglan Project have been produced for a period of thirty (30) consecutive production days at not less than sixty percent (60%) of the mining rate specified in a feasibility study recommending placing Katinniq into Commercial Production.
- 1.1.10 "Common Core Program" means [TO BE DEFINED BY SOCIÉTÉ MINIÈRE]
- 1.1.11 "Country Food" means traditional Inuit food.

- 1.1.12 *"Cross Lake"* means that rectangular area shown in dark yellow adjacent to the Exploration Permit Area on the map attached hereto as Annex 1.1.8(a).
- 1.1.13 "Development Phase" means that period from the time of the decision of the Board of Directors of Société Minière to proceed with the development of the Raglan Project until the commencement of Commercial Production.
- 1.1.14 *"Donaldson*" means the mine site identified as Donaldson in the Claims Area shown on the map attached hereto as Annex 1.1.8(a).
- 1.1.15 *"Education Fund"* means the Education Fund referred to paragraph 5.2.6.
- 1.1.16 "Environmental Assessment" means a reconnaissance study prepared by and/or certified by an independent environmental specialist, that identifies potential environmental issues, impacts, mitigative and monitoring measures and the level of significance following proposed mitigation based on the criteria used in the Environmental Impact Study and described in subsection 4.3 hereof.
- 1.1.17 "Environmental Authorities" means those regulatory authorities whose authorization, approval or consent is required by Section 23 of the James Bay and Northern Québec Agreement, by the Environment Quality Act, Québec, or by the Environmental Assessment Review Process Guideline Orders, or any other provincial or federal legislation to which the Raglan Project is or may be subject.

- 1.1.18 "Environmental Impact Study" means the Environmental Impact Study which has been prepared by Roche, on behalf of Société Minière, dated April 1993, the report entitled "Impact and Risk Assessment of Shipping in Deception Bay" prepared by Roche and Canarctic, on behalf of Société Minière, dated April 1993, as well as the environmental baseline study in five (5) volumes prepared by Roche, on behalf of Société Minière, dated July 1992, and the volume entitled "Additional Information to the Environmental Impact Study" prepared by Roche, on behalf of Société Minière dated December 1993, all of which have been submitted by Société Minière to the Environmental Authorities.
- 1.1.19 *"Exploration Costs"* means the Exploration Costs referred to in paragraph 7.2.3.
- 1.1.20 *"Exploration Permit Area"* means that area shown in light yellow on the map attached hereto as Annex 1.1.8(a) and identified as P.E. 930, P.E. 909, P.E. 908 and P.E. 929.
- 1.1.21 *"Falconbridge"* means Falconbridge Limited, the parent company of Société Minière.
- 1.1.22 *"First Year of Commercial Production*" means the first year that Commercial Production takes place before the 1st day of July.
- 1.1.23 "General Manager" means the person employed by Société Minière who is responsible for managing the Raglan Project and having the title 'General Manager' or equivalent.

- 1.1.24 *"Gross Revenue"* means the Gross Revenue referred to in paragraph 7.2.3.
- 1.1.25 *"Guaranteed First Allocation"* means the Guaranteed First Allocation referred to in paragraph 7.2.1.
- 1.1.26 *"Guaranteed Second Allocation"* means the Guaranteed Second Allocation referred to in paragraph 7.2.2;
- 1.1.27 *"Human Resources Development Canada"* means that organization which is the successor to the Canada Employment and Immigration Commission.
- 1.1.28 *"Inuk"* or *"Inuit"* means a person of Inuit ancestry residing in Canada and includes Inuit Beneficiaries.
- 1.1.29 *"Inuit Beneficiary"* means an individual enrolled, or entitled to be enrolled, on an Inuit community list in accordance with the *Act Respecting Cree, Inuit and Naskapi Native Persons (Québec)* and residing within Nunavik.
- 1.1.30 *"Inuit Beneficiary Employee"* means an Inuit Beneficiary employed by Société Minière as an employee at the Raglan Project.
- 1.1.31 *"Inuit Employee"* means an Inuk, including an Inuit Beneficiary, employed by Société Minière as an employee at the Raglan Project.
- 1.1.32 *"Inuit Employment and Training Officer"* means the Inuit Employment and Training Officer referred to in paragraph 5.4.5.

- 1.1.33 *"Inuit Enterprise"* means a partnership, including a joint venture partnership, at least fifty percent of which is owned by one or more Inuit, or a co-operative or non share-capital corporation, a majority of whose voting members are Inuit, or a share-capital corporation, a majority of whose voting shares are beneficially owned by one or more Inuit, or a share-capital corporation, a majority of whose voting shares are beneficially owned by one or more Inuit, or a share-capital corporation, a majority of whose voting shares are owned by one of the foregoing.
- 1.1.34 *"Inuit Parties"* means the Inuit Parties to this Agreement, namely, the Qarqalik Landholding Corporation of Salluit, the Northern Village Corporation of Salluit, the Nunatulik Landholding Corporation of Kangiqsujuaq, the Northern Village Corporation of Kangiqsujuaq, and Makivik Corporation.
- 1.1.35 *"Kangiqsujuaq"* means the Northern Village of Kangiqsujuaq.
- 1.1.36 *"Katinniq"* means the mine site identified as Katinniq in the Claims Area shown on the map attached hereto as Annex 1.1.8(a).
- 1.1.37 *"Kativik Regional Development Council"* means the nonprofit organization established pursuant to subsection 23.6 of the *James Bay and Northern Québec Agreement*.
- 1.1.38 *"Local Employment Officer"* means the Local Employment Officers referred to in paragraph 5.3.1.
- 1.1.39 *"Marketing and Selling Costs"* means the Marketing and Selling Costs referred to in paragraph 7.2.3.

- 1.1.40 *"Money Transfers"* mean the payments to be made by Société Minière pusuant to subsection 7.1 and more fully described in subsection 7.2 comprising the Guaranteed First Allocation, the Guaranteed Second Allocation and the Profit Sharing Allocation;
- 1.1.41 "New Development" means the development and extraction of mineral deposits in the Claims Area by Société Minière, other than at Katinniq, Zone 2, Zone 3 or Donaldson.
- 1.1.42 *"New Development Annex"* means a New Development Annex referred to in paragraph 3.2.3.
- 1.1.43 "New Project" means the development and extraction of mineral deposits in the Exploration Permit Area and/or Cross Lake and/or an increase in the capacity of the concentrator to be located at Katinniq beyond one million tonnes annually.
- 1.1.44 *"New Project Annex"* means a New Project Annex referred to in paragraph 3.3.4.
- 1.1.45 *"Northern Village"* means any northern village municipality erected by the Government of Québec, by letters patent, pursuant to the *"Act Respecting Northern Villages and the Kativik Regional Government"* (R.S.Q., ch. V-6.1).
- 1.1.46 *"Offsite Costs"* means the Offsite Costs referred to in paragraph 7.2.3.

- 1.1.47 *"Operations Phase"* means that period of time after Commercial Production commences until permanent closure of the Raglan Project.
- 1.1.48 *"Other Revenues"* means the Other Revenues referred to in paragraph 7.2.3.
- 1.1.49 *"Parties"* means all the Parties to this Agreement, namely, the Inuit Parties and Société Minière;
- 1.1.50 *"Port Site"* means that area on the southwest coast of Deception Bay from approximately mile 40 on the Road to the north end of the Road, including unloading facilities at Bombardier Beach, the whole as indicated on the map attached hereto as Annex 1.1.50.
- 1.1.51 "Presidents" means the President of Makivik and the President of Société Minière.
- 1.1.52 *"Profit Sharing Allocation"* means the Profit Sharing Allocation referred to in paragraph 7.2.3;
- 1.1.53 *"Project Manager"* means the person responsible during the Development Phase for the Raglan Project having the title 'Project Manager' or equivalent.
- 1.1.54 *"Raglan Committee"* means the Committee described in Section 8.
- 1.1.55 "Raglan Project" -means-the project described in Chapter 3 of the Environmental Impact Study which includes the construction, operation and maintenance of appropriate facilities and infrastructures for the development and

mining of nickel-copper-cobalt ore bodies in the Claims Area, for the concentration of the mined product at a concentrator to be located at Katinniq with a contemplated annual design capacity of 800,000 tonnes, but in no event greater than 1,000,000 tonnes, and for the transportation of the concentrate from Katinniq by road to a port facility to be developed at Deception Bay and the shipping of concentrate therefrom.

- 1.1.56 *"Raglan Trust"* means the trust established by Trust Deed, a copy of which is attached hereto as Annex 1.1.40, to receive payments referred to in section ____ of this Agreement,.
- 1.1.57 *"Refining Costs"* means the Refining Costs referred to in paragraph 7.2.3.
- 1.1.58 *"Road"* means the existing road connecting the Port Site to Purtuniq and projected to extend from Purtuniq to the mine site at Katinniq, the whole as indicated on the map attached hereto as Annex 1.1.50.
- 1.1.59 "Salluit" means the Northern Village of Salluit.
- 1.1.60 *"Site Costs"* means the Site Costs referred to in paragraph 7.2.3.
- 1.1.61 *"Site Rehabilitation and Restoration Costs"* means the Site Rehabilitation and Restoration Costs referred to in paragraph 7.2.3.
- 1.1.62 *"Smelting Costs"* means the Smelting Costs referred to in paragraph 7.2.3.

- 1.1.63 "Société Minière's Initial Investment" means the Société Minière's Initial Investment referred to in paragraph 7.2.3.
- 1.1.64 "Southerners" means those persons who are not Inuit.
- 1.1.65 "Subsidiary" means a company, the majority of the shares of which, that have under all the circumstances full voting rights, is owned or controlled directly or indirectly by or for the parent company.
- 1.1.66 *"Tax"* or *"Taxes"* means the Tax or Taxes referred to in paragraph 7.2.3.
- 1.1.67 "Territory" shall have the meaning set out in An Act Respecting Northern Villages and the Kativik Regional Government, R.S.Q. sub-section 2(v).
- 1.1.68 *"Third Party Enterprise"* means an enterprise that is not an Inuit Enterprise.
- 1.1.69 *"Training Programs"* means those off-site Training Programs referred to in paragraph 5.2.2 and outlined in Annex 5.2.2.
- 1.1.70 *"Transportation Costs"* means the Transportation Costs referred to in paragraph 7.2.3.
- 1.1.71 *"Unaffiliated Company"* means a company other than an Affiliated Company.
- 1.1.72 *"Year of Commercial Production"* means a year in which Commercial Production takes place.

- 1.1.73 "Zone 2" means the mine site identified as Number 2 in the Claims Area shown on the map attached hereto as Annex 1.1.8(a).
- 1.1.74 "Zone 3" means the mine site identified as Number 3 in the Claims Area shown on the map attached hereto as Annex 1.1.8(a).

1.2 Extended Meanings

In this Agreement, words importing gender include all genders, words importing the singular include the plural and *vice versa*, and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations, corporations and government authorities.

1.3 <u>Entire Agreement</u>

This Agreement constitutes the entire agreement between the parties. This Agreement supersedes all prior agreements and understandings between the parties, including the Memorandum of Understanding concluded by Makivik and Falconbridge on March 8, 1993, which memorandum is hereby terminated and of no further effect. No term in this Agreement may be changed or waived except in writing. No waiver shall constitute a continuing waiver unless expressed as such.

SECTION TWO

OBJECTS OF AGREEMENT

SECTION 2: OBJECTS OF AGREEMENT

2.1 <u>Objects of Agreement</u>

The objects of this Agreement are:

- 2.1.1 To facilitate the development and operation of the Raglan Project in an efficient and environmentally sound manner;
- 2.1.2 To facilitate equitable and meaningful participation for Inuit Beneficiaries and, in particular, the Inuit Beneficiaries of Salluit and Kangiqsujuaq, with respect to the Raglan Project;
- 2.1.3 To ensure that Inuit Beneficiaries and, in particular, Inuit Beneficiaries of Salluit and Kangiqsujuaq, derive direct and indirect social and/or economic benefits during both the Development and Operations Phases of the Raglan Project;
- 2.1.4 To incorporate the results of the Parties' direct discussions regarding the Environmental Impact Study;
- 2.1.5 To ensure that monitoring of impacts takes place and that unforeseen impacts, or impacts the scope or significance of which are greater than foreseen, are dealt with;
- 2.1.6 To secure the support of the Inuit Parties for the development and operation of the Raglan Project;

2.1.7 To provide an efficient ongoing working relationship between the Parties prior to the Development Phase and during the Development and Operations Phases of the Raglan Project.

SECTION THREE

TECHNICAL DESCRIPTION

SECTION 3: TECHNICAL DESCRIPTION

3.1 <u>Technical Description of the Raglan Project</u>

The final design of the Raglan Project shall substantially conform with the description set out in chapter 3 of the Environmental Impact Study.

3.2 Development of Additional Deposits in Claims Area

- 3.2.1 The Parties acknowledge that Société Minière has identified a number of mineral deposits within the Claims Area, but only the deposits referred to at Katinniq, Zones 2 and 3, and Donaldson have been specifically designated for development and extraction, as described in chapter 3 of the Environmental Impact Study.
- 3.2.2 In the event that Société Minière intends to extract mineral deposits from the Claims Area, other than at Katinniq, Zones 2 and 3, or Donaldson, Société Minière shall, at its expense, prior to proceeding with such New Development cause to have performed an Environmental Assessment regarding such New Development, the results of which shall be reported to the Inuit Parties.

- 3.2.3 Based on the Environmental Assessment referred to in paragraph 3.2.2, the Parties, through the Raglan Committee, shall jointly prepare and execute a summary in the format of Annex 4.2, of the impacts, mitigation measures, monitoring programs and significance after mitigation of each impact resulting from such New Development based on the four criteria referred to in subsection 4.3, noting, where applicable, those impacts, mitigation measures, monitoring programs and significance. after mitigation that are different than those identified in Annex 4.2, which summary, following its execution by the Parties, shall become an annex to and form part of this Agreement.
- 3.2.4 In the event that there is no appropriate mitigating work or works that would eliminate or diminish certain of the identified impacts resulting from such New Development, to a level of significance that is mutually acceptable to the Parties, taking into account the level of significance presently foreseen in Annex 4.2 related to such impact, the Parties shall negotiate other mutually satisfactory measures, including compensatory measures.
- 3.2.5 The undertaking by the Inuit Parties in subsection 12.3 shall apply to any New Development.
- 3.2.6 If the Parties cannot agree on the points to be included in the summary referred to in paragraph 3.2.3, or cannot agree on the mitigating or other measures referred to in paragraph 3.2.4, such

dispute shall be referred to binding arbitration foreseen in subsection 9.3 hereof.

3.3 <u>New Projects</u>

- 3.3.1 The Parties acknowledge that Société Minière may wish in the future to develop and extract mineral deposits in the Exploration Permit Area and/or Cross Lake and/or may wish to extend the capacity of the concentrator to be located at Katinnig beyond 1,000,000 tonnes annually, and that such a New Project would constitute an addition, alteration or modification to the Raglan Project as proposed and would therefore be subject to Société Minière obtaining, inter alia, the necessary authorizations, approvals or consents contemplated by section 23 of the James Bay and Northern Québec Agreement, and by the Environmental Quality Act., by the Environmental Assessment Review Process Guideline Orders, or any other applicable governing statute.
- 3.3.2 Prior to such a New Project being presented for authorization, Société Minière shall, at its expense, undertake an environmental impact study, if so required by the Environmental Authorities, or cause to have performed an Environmental Assessment, if not so required, regarding such New Project, the results of which shall be reported to the Inuit Parties.
- 3.3.3 In the event that a New Project obtains the necessary authorizations, approvals or consents contemplated by section 23 of the James Bay and
Northern Québec Agreement, by the Environmental Quality Act, by the Environmental Assessment Review Process Guideline Orders, or any other applicable governing statute, the Parties shall amend this Agreement by amending the description of the Raglan Project in subsection 3.1 so that the terms and conditions of this Agreement shall also apply to such New Project.

- 3.3.4 Moreover, based on the environmental impact study or Environmental Assessment referred to in paragraph 3.3.2, the Parties, through the Raglan Committee, shall jointly prepare and execute a summary of the impacts, mitigation measures, monitoring programs significance and after mitigation of each impact resulting from such New Project, based on the criteria referred to in subsection 4.3, regarding such New Project in the format of Annex 4.2 which summary, following its execution by the Parties, shall become an annex to and form part of this Agreement.
- 3.3.5 In the event that there is no appropriate mitigating work or works that would eliminate or diminish certain of the identified impacts resulting from such New Project, to a level of significance that is mutually acceptable to the Parties, taking into account the level of significance presently foreseen in Annex 4.2. related to such impact, the Parties shall negotiate other mutually satisfactory measures, including compensatory measures.

- 3.3.6 The undertaking by the Inuit Parties in subsection 12.3 shall not apply to a New Project unless and until the Parties have executed a New Project Annex related to such New Project.
- 3.3.7 If the Parties cannot agree on the points to be included in the summary referred to in paragraph 3.3.4, or cannot agree on the mitigating or other measures referred to in paragraph 3.3.5, such dispute shall be referred to binding arbitration foreseen in subsection 9.3 hereof.

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SECTION FOUR

ENVIRONMENT AND MITIGATION

SECTION 4: ENVIRONMENT AND MITIGATION

4.1 <u>Context</u>

The Parties acknowledge that the Environmental Impact Study:

- (a) has been prepared by the consulting firm, Roche, on behalf of Société Minière, in response to the guidelines issued by the Québec Ministry of Environment for the purpose of the Raglan Project;
- (b) has been reviewed by the Inuit Parties; and
- (c) has served as a basis for discussion between the Parties regarding the environmental and social impacts of the Raglan Project and the preparation of Annex 4.2.

Société Minière acknowledges that the Inuit Parties do not have the resources or means to do an indepth analysis of the impacts described in the Environmental Impact Study and that, in consequence they are relying on the evaluation of the significance ("importance") of impacts after mitigation as described therein.

4.2 <u>Foreseen Impacts</u>

The foreseen impacts of the Raglan Project, their cause (impact generating activity) and their significance ("importance") after mitigation are described in Annex 4.2 hereof or shall be described for a New Development, in a New Development Annex and, for a New Project, in a New Project Annex.

4.3 <u>Significance of Impacts</u>

The significance ("importance") of impacts described in Annex 4.2 and not shown in brackets therein, have been summarized from the Environmental Impact Study-and are based on an evaluation done by specialists for Société Minière of four (4) criteria: intensity of the disturbance, the scope of the disturbance, the duration of the disturbance and the value of the element of the environment ("value of the environmental component"). The significance of impacts described in Annex 4.2 and shown in brackets therein are estimates by the Parties based on the Environmental Impact Study and the mitigating measures proposed, if any, in cases where the Environmental Impact Study did not specifically and/or explicitly indicate the level of significance or did not take into account specific mitigating measures now proposed by Société Minière. The Parties acknowledge that though the evaluation of significance ("importance") of impacts was performed for the most part by specialists, such evaluation of significance and the evaluation criteria are subjective in nature. In the event that as the Raglan Project proceeds, the Inuit Parties conclude, whether as а consequence of the result of monitoring foreseen in subsection 4.5, through the ongoing utilization by Inuit Beneficiaries of the territory surrounding the Raglan Project for harvesting activities or through third party monitoring, that the significance (importance) of impacts is greater than foreseen in Annex 4.2, or in a New Development Annex, or in a New Project Annex, as the case may be, taking into account the above-described criteria, they shall table their concerns to Société Minière through the Raglan Committee. If Société Minière agrees with the assessment of the Inuit Parties, the provisions of subsection 4.6 shall apply. If Société Minière does not agree with the said assessment, the dispute resolution mechanism foreseen in Section 9 shall apply.

4.4 <u>Mitigating Measures</u>

In order to minimize or avoid the impacts described in Annex 4.2, or in a New Development Annex, or in a New Project Annex, as the case may be, Société Minière shall perform or cause to have performed those mitigating measures described respectively in Annex 4.2, or in a New Development Annex, or in a New Project Annex, as the case may be.

4.5 <u>Monitoring Measures</u>

4.5.1 Société Minière shall carry out or cause to be carried out the specific monitoring measures described in Annex 4.2, or in a New Development Annex, or in a New Project Annex, as the case may be. Such monitoring shall be used to evaluate the accuracy of identified impacts, the efficacy of mitigating measures implemented and the significance ("importance") of impacts after mitigation. The results of all monitoring work done shall be reported in timely fashion to the Raglan Committee.

- 4.5.2 In addition, Société Minière shall conduct or have conducted those additional baseline studies indicated in "Answers to the Questions of Makivik Relative to the Environmental Impact Assessment".
- 4.5.3 In the event of a temporary interruption of activities on the Raglan Project, environmental monitoring shall be conducted by Société Minière as per its scheduled scope and frequency. Effluent treatment activities and site inspections shall be carried out as required for environmental protection in and around the site of the Raglan Project.

4.6 <u>Additional or Other Mitigating Measures</u>

In the event that there are impacts that result from the Raglan Project that are not described in Annex 4.2 or in a New Development Annex, or a New Project Annex, as the case may be, or in the event that the scope or significance of a foreseen impact described in Annex 4.2, or in a New Development Annex, or in a New Project Annex, as the case may be, is determined, pursuant to subsection 4.3, to be materially greater than as described therein, Société Minière shall carry out such additional mitigating work as may be required to eliminate, diminish or reduce to a level of significance that is mutually satisfactory to the Parties of such unforeseen impact. In the event that there is no appropriate mitigating work that will eliminate, diminish or reduce to a level of significance that is mutually satisfactory to the Parties of such impact, as the case may be, the Parties, through the Raglan Committee, shall negotiate other appropriate and mutually satisfactory measures, including compensatory measures. If the Parties cannot agree on such other mitigating or other measures, the arbitration procedure foreseen in subsection 9.3 shall apply.

4.7 <u>Technical Improvements</u>

The mitigating and monitoring measures described in Annex 4.2 are based on presently known scientific and technical information; and those to be described in a New Development Annex or in a New Project Annex shall be based on then known scientific and technical information. In the event that in the future better or more cost effective, but equivalent measures, are discovered, Société Minière, following consultation with the Raglan Committee, may replace measures described in Annex 4.2, or in a New Development Annex, or in a new Project Annex, as the case may be, by such better or more cost effective, but equivalent, measures.

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SECTION FIVE

INUIT TRAINING AND EMPLOYMENT

SECTION 5: INUIT TRAINING AND EMPLOYMENT

5.1 <u>Objective</u>

The objective of this Section is to promote the training and employment of Inuit Beneficiaries during the Development and Operations Phases of the Raglan Project. To such end, Société Minière undertakes to implement the human resources strategy outlined below.

5.2 <u>Training</u>

5.2.1 State of Formal Education

The Parties acknowledge that training of Inuit Beneficiaries both off-site and on-site is crucial in order that the maximum number of available jobs at the Raglan Project will be eventually filled by Inuit Beneficiaries.

5.2.2 <u>Cooperation with Regional Training Programs</u>

Société Minière acknowledges that the off-site training programs for Inuit Beneficiaries proposed by the Kativik Regional Government and the Kativik School Board in relation to potential jobs at the Raglan Project, the duration of such training and the start and completion dates for such training, the whole as outlined in Annex 5.2.2, (hereinafter collectively referred to as the "Training Programs") are suitable and realistic for the Project's workforce needs. Société Minière shall cooperate with the Kativik Regional Government and the Kativik School Board regarding the development of such Training Programs so as to qualify as many Inuit Beneficiaries as possible in different job categories for work at the Raglan Project.

5.2.3 Initial Recruitment Program

Pursuant to paragraph 5.2.2, Société Minière shall, as soon as possible, as a first step in implementing the undertaking foreseen therein, enter into an agreement-inprinciple with the Kativik Regional Government and Human Resources Development Canada regarding the training of heavy equipment operators in substantially the same form and substance as the draft agreement-in-principle attached hereto as Annex 5.2.3, with the object of having some of the heavy equipment operators so trained qualify as candidates for employment during the Development Phase.

5.2.4 <u>On-Site Training</u>

Société Minière shall, in consultation with the Kativik Regional Government and the Kativik School Board, establish an on-site training program for Inuit Beneficiary Employees that includes language training (French or English), orientation, training in job safety, skilled training in various jobs leading to certification, pre-supervisory training and, for underground employees, in-service training based on the Common Core Program (Ontario), all with the intention of filling as many as possible of the skilled, supervisory and technical positions at the Raglan Project with Inuit Beneficiaries. Such training shall include 'hands on' training experience supported by manuals and visual and audio-visual tools (translated, where appropriate, into Inuktitut).

5.2.5 Additional On-Site Programs

Société Minière shall, in consultation with the Raglan Committee, establish the following programs as Société Minière deems appropriate:

- 5.2.5.1 <u>Cross-training program</u> for operators and trade positions, to be determined by operational requirements;
- 5.2.5.2 <u>Succession program</u> to identify Inuit Beneficiaries (for example, operators, trades people and technical employees) with high individual potential in order to develop their skills further and to advance/be promoted to higher levels of responsibility on a planned basis;
- 5.2.5.3 <u>Trainer development program</u> to begin hiring and developing Inuit Beneficiaries as trainers as early as possible in the Operations Phase;
- 5.2.5.4 <u>Upgrading program</u> to include coaching both onsite and off-site;
- 5.2.5.5 <u>Trainee support program</u> to provide personal and career counselling and support systems for trainees.

5.2.6 <u>Summer Job Program</u>

Immediately following the decision by the Société Minière Board of Directors approving the development of the Raglan Project, Société Minière shall, in consultation with the Kativik Regional Government and Kativik School Board, establish an Education Fund and shall contribute annually thereto an amount of not less than \$50,000, to be used to provide scholarships and summer jobs related to the Raglan Project or other operations of Société Minière, or its Affiliates, for Inuit Beneficiaries who are students, including high school students, who are pursuing or wish to pursue studies in geology, mine engineering, metallurgical engineering, industrial hygiene, mining technologies and other technical and professional vocations related to the mining business such as surveying, computer assisted drafting, secretarial, warehousing, computer science and accounting.

5.2.7 Information Program

Société Minière shall, in consultation with Kativik School Board, establish an information/orientation program regarding the mining industry and job opportunities at the Raglan Project for high school students in Nunavik to be presented by a representative of Société Minière at high schools in Nunavik and which would include, as may be mutually agreed, site visits to the Raglan Project site.

5.3. <u>Recruitment</u>

5.3.1 Assumption of Certain Government Responsibilities

The Parties acknowledge that the Kativik Regional Government has taken over the responsibility in its Territory of jurisdiction for those functions related to employment formerly carried out by Human Resources Development Canada and has, in consequence, engaged Local Employment Officers in each Northern Village.

5.3.2 Identification of Potential Inuit Beneficiary Employees

The responsibility for identifying potential Inuit Beneficiaries from the Northern Villages for jobs at the Raglan Project shall be principally, but not solely, that of the Kativik Regional Government, through its Local Employment Officers, which shall provide Société Minière with a list of all potential available and qualified candidates on a regular and updated basis.

5.3.3 <u>Selection of Employees</u>

The selection and hiring of all employees, including all Inuit Beneficiary Employees from the Northern Villages for jobs at the Raglan Project site, shall be the sole responsibility of Société Minière, which shall hire from among available qualified candidates.

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5.3.4 <u>Hiring Priority</u>

In order to maximize the number of jobs for Inuit Beneficiaries in the operation of the Raglan Project, Société Minière shall hire and fill vacancies in all categories of jobs from among available qualified candidates in the following order:

- (a) Inuit Beneficiaries residing in Salluit and Kangiqsujuaq;
- (b) Inuit Beneficiaries residing in the other Northern Villages;
- (c) persons of Inuit ancestry, whether or not an Inuit Beneficiary, residing in a Northern Village or elsewhere and Inuit Beneficiaries residing elsewhere than in a Northern Village; and
- (d) Southerners residing inside and outside of Nunavik.

5.3.5 Hiring of Those Who Complete Training Programs

Subject to paragraph 5.3.4, Société Minière shall hire as permanent employees on a preferential basis, over a period dictated by Société Minière's work requirements and vacancies, the participants who successfully complete the training foreseen in the Training Programs.

5.3.6 <u>Hiring of Non-Inuit Employees</u>

Notwithstanding paragraph 5.3.4 and taking into account the small number of Inuit Beneficiaries presently qualified to work at the Raglan Project, the Inuit Parties acknowledge that Société Minière will need to employ a reasonable number of Southerners with the necessary skills and experience to establish and operate the Raglan Project in an efficient manner and to assist in the establishment, development and operation of the on-site and additional on-site training foreseen in paragraphs 5.2.3, 5.2.4 and 5.2.5.

5.3.7 Priorities in Hiring by Société Minière Contractors

Société Minière shall require its contractors and their subcontractors to recruit as employees on a preferential hiring basis over a period of time dictated by the contractors' work requirements and vacancies, suitably qualified Inuit Beneficiaries and Inuit Beneficiaries who successfully complete the training foreseen in the Training Programs. Société Minière shall monitor its contractors regarding compliance with this obligation in accordance with subsection 6.10.

5.3.8 <u>Entry Requirements</u>

Entry requirements (education, language requirements and experience) for all categories of jobs at the Raglan Project and modifications to such requirements, shall be determined by Société Minière in consultation with the Kativik Regional Government and the Kativik School Board. Previous on-the-job experience shall be considered in lieu of education requirements on a case by case basis for Inuit Beneficiaries who are candidates.

5.3.9 Language

The Parties acknowledge that few Inuit Beneficiaries are fluent in Inuktitut, English and French and that the number of positions at the Raglan Project that would be suitable for a unilingual Inuk Beneficiary is limited. However, for positions that do not require a second language skill, the lack of a second language shall not be a barrier to employment of Inuit Beneficiaries. Société Minière shall assist unilingual Inuit engaged at the Raglan Project to improve their employment opportunities through appropriate language training programs contemplated in paragraph 5.2.4. Pursuant to such language training and subject to job and safety requirements, unilingual Inuit Beneficiary Employees shall not be restricted in their ability to advance in the workforce. Moreover, whenever possible, Société Minière shall hire bilingual (English and French) Southerners and shall use reasonable efforts to ensure that supervisors, foremen and management personnel express themselves clearly (written and oral) in both French and English.

5.3.10 Integration of Inuit Beneficiary Employees into Mining Operation

Subject to paragraph 5.3.4, Inuit Beneficiary Employees hired by Société Minière or its Contractor during the Development Phase and without work thereafter shall, whenever possible, subject to job availability, be integrated into the mining operation of the Raglan Project or be selected for the Training Program.

5.4 <u>Employment</u>

5.4.1 Workplace Assessment Criteria

Except as specifically provided for in paragraphs 5.2.4, 5.2.5, 5.3.9, 5.4.2, 5.4.3, 5.4.4 and 5.4.7, all employees at the Raglan Project Site shall be subject to the same working conditions, rules of conduct and assessment criteria, all of which shall be explained to all workers in written trilingual form provided at the commencement of employment.

5.4.2 Work Schedule

The work rotation schedule foreseen for the Raglan Project employees is four (4) weeks in and two (2) weeks off. In order to encourage Inuit Beneficiaries to remain on the job, Société Minière shall provide an optional work rotation for Inuit Beneficiary Employees of two (2) weeks in and two (2) weeks off.

5.4.3 Lay-offs

All lay-offs of employees at the Raglan Project shall be done by Société Minière according to the following criteria: priority of Inuit Beneficiary employment taking precedence over seniority, save and except in situations where Southerners are needed to maintain a core group of experienced employees both for the down turn period and for when full production is re-established. In such case, Société Minière shall consult with the Raglan Committee regarding employees to be maintained or laid-off.

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5.4.4 Resignations

Société Minière shall not create any disincentive nor negatively discriminate against any Inuit Beneficiary who, having voluntarily left his job at the Raglan Project and having provided adequate notice thereof (as compared to being dismissed for cause or having quit without adequate notice), wishes to return to work at the Raglan Project. The re-hiring of any such Inuit Beneficiary shall be subject to then existing work requirements and vacancies.

5.4.5 Inuit Employment and Training Officer

Société Minière shall hire and train an Inuit Beneficiary for the position of Inuit Employment and Training Officer (the nature and scope of the position and the qualifications therefor being described in Annex 5.4.5) who shall, in conjunction with other management staff, be responsible for the hiring, training and orientation of all Inuit workers. The Inuit Employment and Training Officer shall work closely with the Employment Officers of the Kativik Regional Government in each Northern Village regarding the identification of candidates for consideration for jobs at the Raglan Project site.

5.4.6 Liaison between Société Minière and Inuit Beneficiaries

The Inuit Employment and Training Officer shall also be responsible for liaison between Inuit Employees and Société Minière supervisory personnel so that Inuit Employees can fully integrate into the operations of the Raglan Project and to help resolve any problems that may arise within a multi-cultural workforce.

5.4.7 Transportation of Inuit Beneficiary Employees

Société Minière shall, in accordance with its established work schedules, provide free transportation to and from the Raglan Project site and the Northern Villages of origin for all Inuit Beneficiary Employees working at the Raglan Project site. Société Minière foresees operating a shuttle service between Salluit and Kangiqsujuaq and the Raglan Project site and shall arrange with a local air carrier for the transport of its Inuit Beneficiary Employees on scheduled flights between such employees' Northern Village of origin and Kangiqsujuaq and Salluit.

5.5 Employment Support System

5.5.1 <u>Sensitivity to Inter-cultural Contact</u>

Société Minière shall evaluate, as part of the selection process, all candidates applying for work at the Raglan Project site for their sensitivity to inter-cultural contact.

5.5.2 Encouragement of Social Harmony

Société Minière shall make reasonable efforts to promote inter-cultural dialogue and understanding at the Raglan Project. To such end, Société Minière shall, among other things:

 (a) provide cross-cultural training for all supervisors and managers;

- (b) give or cause to be given mandatory cross-cultural orientation seminars to all employees at the Raglan Project during designated working hours;
- (c) provide, in accordance with demand or job requirements, courses in language training: Inuktitut, French and English, which may be given during or outside of designated working hours;
- (d) invite local artists such as musicians and dancers to perform outside of working hours at the Raglan Project;
- (e) allow Inuit beneficiaries to provide their carvings and other crafts for sale at the Société Minière convenience store at the Raglan Project; and
- (f) organize, when feasible, sports events and other social activities between residents of Salluit and Kangiqsujuaq and employees at the Raglan Project.

5.5.3 <u>Discrimination</u>

Société Minière shall take all reasonable steps to prevent employees from experiencing on-the-job discrimination.

5.5.4 Discipline for Discrimination

Société Minière shall take prompt disciplinary action, which may include dismissal, against any supervisor, foreman or other employee who, in the opinion of Société Minière having due regard for the opinion of the Inuit Employment and Training Officer, exhibits negative or discriminatory attitudes or behaviour or who acts in a negative or discriminatory fashion towards employees at the Raglan Project.

5.5.5 <u>Employment Counselling</u>

Société Minière shall institute an employee assistance program that will provide all employees at the Raglan Project access to free professional counselling for career, personal and family related problems on an 'as needed' basis. In addition, Inuit Beneficiary Employees shall have direct access to a particular person at the Raglan Project site, appointed by Société Minière to address their career concerns.

5.5.6 <u>Country Food</u>

Société Minière shall cooperate with the Inuit Parties to provide access to Country Food to Société Minière's Inuit Employees and to its contractors and their Inuit employees at the Raglan Project site. Société Minière shall make a freezer and kitchen available to Société Minière's Inuit Employees and to its contractors and their Inuit employees to allow them to store and prepare their Country Food.

5.6 Evaluation of Human Resources Strategy

The human resources strategy described in this Section shall be reviewed from time to time by the Raglan Committee in order to evaluate its success and to recommend any necessary improvements.

5.7 <u>Alternative Employment upon Permanent Closing</u>

Société Minière shall, upon the permanent closing of Raglan Project, strive to find suitable alternative employment elsewhere for its Inuit Beneficiary Employees within Société Minière or in one of its Affiliates.

SECTION SIX

INUIT ENTERPRISES

SECTION 6: INUIT ENTERPRISES

6.1 <u>Objective</u>

The objective of this Section is to promote the utilization of Inuit Enterprises whenever possible in performing work or supplying goods and services required during the Development and Operations Phases of the Raglan Project.

6.2. Review of Work Planned for Raglan Project

- 6.2.1 In order to match the objective set out in subsection 6.1 and the work to be performed for the Raglan Project, the Parties have reviewed the type of work, goods and services required for the Raglan Project during both the Development Phase and the Operations Phase to determine those areas of work, goods and services currently foreseen that could be available to award to Inuit Enterprises.
- 6.2.2 The type of work, goods and services required for the Raglan Project during the Development and Operations Phases are currently foreseen as follows:
 - road and airstrip construction;
 - accommodation complex construction;
 - power generation plant;
 - communication system;
 - water dam;
 - open pit and underground equipment;
 - site preparation at mine;

- port rehabilitation;
- concentrator and service buildings;
- mobile equipment;
- sea freight (transportation);
- air transportation;
- ground transportation (during development);
- catering, hotellery;
- road maintenance;
- diamond drilling;
- trucking of concentrate;
- fuel storage and/or handling and/or distribution;
- environmental research, monitoring and baseline studies;
- on-site preparation of explosives.
- 6.2.3 The Parties acknowledge that as currently designed a substantial portion of the work, goods and services required during the Development Phase will be done off-site and/or will require the services of specialized suppliers or contractors for a short time period, as follows:

Specialized contractors:	-	communication system;	
		,	

- water dam;
- sea freight (transportation);

Off-Site Construction- accommodation complexsupply:(in modular form);

- power generation plant;
- open pit and underground equipment;
- concentrator and service buildings (modular form);
- mobile equipment;

- 6.2.4 The Parties acknowledge that the work, goods and services foreseen for the Development Phase must be accomplished in a tight schedule and budget in order to ensure the viability of the Raglan Project. During the Development Phase, in order to ensure that the work contemplated is cost competitive, Société Minière reserves the right to invite tenders from contractors and suppliers of its choice, but shall include qualified Inuit Enterprises identified pursuant to subsection 6.7, among those so invited.
- 6.2.5 The Parties acknowledge that work, goods and services foreseen to be contracted out during the Operations Phase by Société Minière will have a potential long-life duration.

6.3 Direct Negotiations with Inuit Enterprises

- 6.3.1 For the services listed in paragraph 6.3.2 required during the Operations Phase, as well as for air transportation services required during the Development Phase, Société Minière shall, within a reasonable period prior to the need for any such service, enter into good faith direct contract negotiations solely with an Inuit Enterprise, provided that a suitably qualified Inuit Enterprise has been identified pursuant to subsection 6.7 or established as a result of a Société Minière recommendation pursuant to subsection 6.8, to provide the said service subject to the following terms and conditions.
- 6.3.2 The services referred to in paragraph 6.3.1 are the following:
 - air transportation;
 - catering, hotellery;

- road maintenance;
- diamond drilling;
- ground transportation of supplies;
- trucking of concentrate;
- fuel storage and/or handling and/or distribution;
- environmental research, monitoring and baseline studies;
- on-site preparation of explosives;
- as well as any contracts for goods or services which fall within the discretion of the General Manager to award without going to tender, and such other services as the Parties may mutually agree to.
- 6.3.3 In the event that there is more than one Inuit Enterprise, suitably qualified to provide the required service, Société Minière shall have the option of selecting the Inuit Enterprise with which to negotiate, or shall invite only such Inuit Enterprises who are suitably qualified, to tender bids.
- 6.3.4 Inuit Enterprises which negotiate contracts with Société Minière pursuant to this Section, may be requested to do so on a detailed component cost basis by Société Minière.
- 6.3.5 Subject to emergency or out-of-the ordinary situations that may arise, a reasonable time-table shall be established by Société Minière at the commencement of such direct negotiations with an Inuit Enterprise in which the contract negotiations must be completed.
- 6.3.6 Depreciation of start-up costs and infrastructure investment required specifically by the Inuit Enterprise to be able to provide the services required by Société Minière is a concern that Société Minière recognizes and will address

when feasible in negotiating contracts with Inuit Enterprises.

- 6.3.7 Société Minière shall make all reasonable efforts to ensure that contract negotiations with an Inuit Enterprise proceeds in a timely and fair manner and that the Inuit Enterprise is given ample opportunity to present and justify its proposal.
- 6.3.8 Société Minière may seek out information from third parties in order to enable it to assess a proposal being made by an Inuit Enterprise for a service required by Société Minière.
- 6.3.9 In the event that Société Minière and an Inuit Enterprise are not able to resolve the contract negotiation pursuant to such good faith negotiations within the allotted time, Société Minière may proceed to award the contract pursuant to invitations to tender. The Inuit Enterprise with which Société Minière has negotiated shall be invited to submit a tender.

6.4 Invitation to Tender

- 6.4.1 For services required during the Development Phase, other than air transportation services, and for services required during the Operations Phase not awarded pursuant to subsection 6.3, Société Minière shall:
 - (a) invite qualified Inuit Enterprises identified pursuant to subsection 6.7 to tender for said services; and
 - (b) identify to bidders (including Inuit Enterprises requested to bid) that are invited to submit tenders those Inuit Enterprises qualified to provide goods

or services required as sub-contractors or suppliers.

- 6.4.2 Société Minière, in requesting bids for supply of goods and services for the Raglan Project, shall include in the tender forms a provision requiring bidders:
 - to identify, qualitatively and quantitatively, the number of Inuit and/or Inuit Enterprises, if any, that such bidder would engage directly or as subcontractors or suppliers in connection with the particular work; and
 - (b) to assist in the training of such Inuit and/or Inuit Enterprises in the supply of goods or the performance of services;

and indicating in the tender form that such factors shall be favourably considered in awarding contracts for goods and services. Société Minière shall give favourable consideration to the above factors in awarding contracts for such goods and services and shall require contractors to provide it with quarterly compliance reports regarding such factors.

6.5 <u>Direct Negotiations with Third Party Enterprises</u>

6.5.1 For a contract related to a service other than a service described in paragraph 6.3.2 to be carried out during the Operations Phase, other than an air transportation service, and for which no Inuit Enterprise is qualified to bid, Société Minière may proceed to award such contract to a Third Party Enterprise through direct negotiations.

6.5.2 In cases of direct negotiation with Third Party Enterprises pursuant to paragraph 6.5.1, the provisions of paragraph 6.4.2, shall apply *mutatis mutandis*.

6.6 Criteria for Awarding Contracts

The criteria used for the evaluation and awarding of all contracts by Société Minière for the Raglan Project shall include all of the following:

- (a) cost competitiveness;
- (b) continuity of supply;
- (c) quality of work;
- (d) timeliness;
- (e) the objective set out in subsection 6.1; and
- (f) the objective set out in subsection 5.1.

6.7 Identification of Qualified Inuit Enterprises

Makivik, on behalf of the Inuit Parties and in conjunction with the Kativik Regional Development Corporation, shall maintain an up todate list of Inuit Enterprises that appear to be capable of providing goods and services to the Raglan Project and shall communicate such information to Société Minière through the Raglan Committee at least once each year. Makivik shall request such Inuit Enterprises to furnish either directly to Société Minière or indirectly through Makivik to Société Minière, sufficient information to enable Société Minière to assess the qualifications of such Inuit Enterprises. Société Minière may also communicate directly with Inuit Enterprises regarding their experience and qualifications. For work that normally requires bonding, an Inuit Enterprise must be bondable in order to be considered as a qualified company.

6.8 <u>Recommendations to Establish Inuit Enterprises</u>

Société Minière shall bring to the attention of the Inuit Parties, through the Raglan Committee, areas of activity, other than those currently foreseen in paragraph 6.3.2, which Société Minière considers might be appropriate for Inuit to establish new Inuit Enterprises.

6.9 <u>Design of the Work</u>

Société Minière shall, on an annual basis, keep the Inuit Parties informed, through the Raglan Committee, of its planned activities for the Raglan Project.

6.10 <u>Enforcement</u>

6.10.1 In order to ensure the effective implementation of the provisions of this Section and of Section 5 by all contractors selected by Société Minière to perform work at the Raglan Project, Société Minière shall require each contractor to provide a quarterly compliance report pursuant to paragraph 6.4.2 which shall include the number of Inuit offered work, the number of Inuit actually employed by the contractor and its sub-contractors, a description of the training offered to the Inuit and the number of Inuit laid-off or dismissed and the Inuit Enterprises engaged as sub-contractors or suppliers.

6.10.2 Upon request of the Inuit Parties through the Raglan Committee, Société Minière shall review one or more of the quarterly compliance reports with the Raglan Committee. If a contractor is not in compliance with the terms of the contract, Société Minière, in consultation with the Raglan Committee, will take appropriate action to remedy the situation.

6.11 Information to Raglan Committee

Upon request of the Inuit Parties, Société Minière shall keep the Raglan Committee informed of contracts and sub-contracts that have been awarded in relation to the Raglan Project and the reasons for its choice of contractor, as well as provide the Raglan Committee with the reports provided by contractors in compliance with paragraph 6.10.2.

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SECTION SEVEN

PRINCIPLES REGARDING FINANCIAL PROVISIONS

SECTION 7: PRINCIPLES REGARDING FINANCIAL PROVISIONS

7.1 Payment

In consideration of:

- ensuring that Inuit Beneficiaries, in particular Inuit Beneficiaries of Salluit and Kangiqsujuaq, derive direct economic benefits from the Raglan Project;
- (b) compensating Inuit Beneficiaries of Nunavik, in particular, Inuit Beneficiaries of Salluit and Kangiqsujuaq, for the foreseen impacts of the Raglan Project, taking into account their level of significance following mitigation, the whole as described in Annex 4.2 hereof;
- (c) securing the support of the Inuit Parties for the development and operation of the Raglan Project as described herein; and
- (d) obtaining the Inuit Parties' support and cooperation to Société Minière in its seeking to have amounts of Money Transfers and Additional Payments paid pursuant to this section treated as taxable deductions for mining duties and income tax purposes;

Société Minière shall:

- (i) pay the Money Transfers described in sub-section 7.2 to the Raglan Trust or, if the Inuit Parties, at their discretion, so indicate to Société Minière in writing, to such other trust established for the same classes of beneficiaries as described in the Raglan Trust, or to the Landholding Corporation of Kangiqsujuaq, the Landholding Corporation of Salluit and Makivik, provided that the allocation of Money Transfers among the Inuit Parties or the classes of beneficiaries as described in the Raglan Trust, as the case may be, shall reflect the allocation of Money Transfers provided for in the Raglan Trust; and
- (ii) pay the additional payments described in sub-section 7.3

7.2 <u>Money Transfers</u>

There shall be three allocations of Money Transfers as follows:

7.2.1 Guaranteed First Allocation

The Guaranteed First Allocation shall be as follows:

(a) An amount of \$1,000,000 payable within thirty (30) days following the later of the date of the decision of the Board of Directors of Société Minière to proceed with the Raglan Project, or the date of receipt by Société Minière of the authorization from the Ministre de l'Environnement et de la Faune (Minister of Environment and Wildlife), Québec, to proceed with the Raglan Project;
- (b) An amount of \$1,000,000 payable within thirty (30) days of the commencement of Commercial Production;
- (c) An amount of \$300,000 per year for a period of five (5) years commencing in the First Year of Commercial Production and terminating in the fifth (5th) year following the First Year of Commercial Production, such amount to be payable on the 1st day of April of each year;
- (d) An amount of \$500,000 per year for a period of five
 (5) years commencing in the sixth (6th) year following
 the First Year of Commercial Production and
 terminating in the tenth (10th) year following the First
 Year of Commercial Production, such amount to be
 payable on the 1st day of April of each year;
- (e) An amount of \$800,000 per year for a period of five
 (5) years commencing in the eleventh (11th) year
 following the First Year of Commercial Production,
 such amount to be payable on the 1st day of April of
 each year; and
- (f) An amount of \$800,000 per year for each year of Commercial Production following the termination of payments pursuant to paragraph (e) above, and each such year thereafter, such amount to be payable on the 1st day of April of each year of Commercial Production.

7.2.2 Guaranteed Second Allocation

The Guaranteed Second Allocation shall be an amount of \$275,000 per year for each year of Commercial Production commencing in the First Year of Commercial Production and each such year thereafter, such amount to be payable on the 1st day of April of each year of Commercial Production.

7.2.3 Profit Sharing Allocation

The Profit Sharing Allocation shall be an amount equivalent to four and one-half percent (4.5%) of the Annual Operating Cash Flow from the Raglan Project as hereinafter determined and payable as follows:

7.2.3(1) Annual Operating Cash Flow

Annual Operating Cash Flow shall mean, for each calendar year the amount, if any, by which the aggregate of Gross Revenue and Other Revenues from the Raglan Project exceeds the aggregate of the following costs incurred to produce the Gross Revenue and Other Revenues, including without limitation:

- (a) all Capital Expenditures;
- (b) all Exploration Costs;
- (c) Société Minière's Initial Investment;

(d)

- the Guaranteed First Allocation and the Guaranteed Second Allocation payments to the Trust referred to in paragraphs 7.2.1 and 7.2.2,
- (e) all Offsite Costs;

respectively;

- (f) all Site Costs, Smelting Costs, Transportation Costs, Refining Costs and Marketing and Selling Costs relating to the Raglan Project;
- (g) all Site Rehabilitation and Restoration Costs; and
- (h) all Tax or Taxes related to the Raglan Project other than Taxes payable under the Mining Duties Act (Quebec) and income taxes payable under the Income Tax Act (Canada) and provincial income tax acts, but excluding:
 - (i) interest expenses or costs, including any financing or legal fees applicable to money borrowed or provided to Société Minière for the Raglan Project;
 - (ii) any dividends on shares;
 - (iii) any amortization or depreciation of assets other than amortization pursuant to the last paragraph of paragraph 7.2.3(4)(b) and paragraph 7.2.3(4)(h); and

 (iv) any non-cash reserves established for Site Rehabilitation and Restoration Costs, or otherwise.

72.3(2) Computation of Annual Operating Cash Flow

Annual Operating Cash Flow for each calendar year shall be computed on a month to month basis. If, in any month, the aggregate of all costs referred to in sub-paragraph (1) hereof exceeds the total of Gross Revenue and Other Revenues, such excess shall be carried forward and be deducted in computing the Annual Operating Cash Flow in subsequent months.

723(3) <u>Accountable Metals, Gross Revenue and Other</u> <u>Revenues</u>

(i) <u>Determination of Accountable Metals</u>

Sudbury Smelter

The smelter feeds for Falconbridge's Sudbury smelter come from Falconbridge's Sudbury and other mines and from custom feed sources and will also come from the Raglan Project if the decision is made by Falconbridge to bring the Raglan Project into Commercial Production.

The metallurgical output from Falconbridge's Sudbury smelter attributable to custom feeds in a particular month shall be based on the metal content of the custom feeds in that month multiplied by Falconbridge's contractual smelter recovery factors specified in each applicable contract for such custom feeds.

The total metallurgical output from Falconbridge's Sudbury smelter in a particular month less the metallurgical output attributable to custom feeds in that month shall be allocated proportionately between the Raglan Project and Falconbridge's Sudbury and other mines based on the metal content in the smelter feeds from the Raglan Project and Falconbridge's Sudbury and other mines, respectively.

Norwegian Refinery

The refinery feeds for Falconbridge's subsidiary's Norwegian refinery come from Falconbridge's Sudbury smelter (including feed from the Raglan Project) and from custom feed sources.

The Accountable Metals from Falconbridge's subsidiary's Norwegian refinery less the Accountable Metals attributable to custom feed will be allocated proportionately among the Raglan Project and Falconbridge's Sudbury and other mines, if any, in the same proportion that they bear to their respective portion of the metallurgical output fed into the Norwegian Refinery in а particular month from Falconbridge's Sudbury smelter.

(ii) <u>Gross Revenue</u>

(a) Gross Revenue in a particular month shall mean the amount obtained by multiplying the quantity of Raglan Project Accountable Metals sales in that month by the Average Realized Prices for that month; and

> the Raglan Project Accountable Metals sales to customers in a particular month shall be that portion of the total Accountable Metals sold by Falconbridge in such month that the quantity the Raglan Project of Accountable Metals bears to the total quantity of Accountable Metals available for sale in the particular month. Uncollectable accounts, if any, shall be allocated to the Raglan Project and Falconbridge Sudbury and other mines in the same proportion as metal sales;

- (b) Other Revenues means:
 - (i) all other sundry proceeds received from the operations of the Raglan Project (other than Gross Revenue and the proceeds from the sale or transfer of all or part of Falconbridge's interest in the Raglan Project either to a third party or as part of a

corporate re-organization) after the commencement of Commercial Production; and

 (ii) all insurance recoveries in respect of loss of, or damage to all or part of the Raglan Project or loss of profits resulting therefrom after the commencement of Commercial Production.

7.2.3(4) Definitions

For the purpose of this section;

- (a) "Average Realized Prices" shall mean the average gross selling price received by Falconbridge on a consolidated basis for each Accountable Metal sold in a particular month;
- (b) "Capital Expenditures" shall mean all capital expenditures including construction, equipment and mine development expenditures incurred for the purpose of:
 - (i) bringing the Raglan Project into Commercial Production;
 - (ii) increasing capacity of and adapting Falconbridge's Sudbury smelter and Norwegian refinery to handle and treat concentrates and matte derived from the Raglan Project. Such expenditures

shall, at the Sudbury smelter, include expenditures related to the concentrate receiving, repulping, storage and feeding facilities, changes the to converter aisle to accommodate increased aisle matte and slag transfers and to provide a matte caster to handle the increased production tonnages. While additional capital expenditures will not be required initially for sulphur dioxide abatement, future capital expenditures to achieve lower levels of emissions shall be proportionately allocated to the Raglan Project on the basis provided in sub-paragraph 4(b)(iii). Adapting the Norwegian refinery will require capital expenditures for wetgrinding and to increase the nickel production capacity;

(iii) efficient maintaining production, maintenance, repairs and replacement with respect to Falconbridge's Sudbury These expenditures shall be smelter. allocated, starting in the year that the Raglan Project commences Commercial Production, in that proportion of the smelter's total production in that year, including custom feeds production, that the concentrate tonnage derived from the Raglan Project bears to the aggregate of the Raglan Project. Falconbridge and other mines

concentrate tonnages and custom feed tonnages treated at the smelter in a particular year; and

(iv) maintaining efficient production, maintenance, repairs and replacements of Raglan Project's assets.

Capital Expenditures required to expand the Raglan Project production in excess of one (1) million tonnes of ore per year, or, after the commencement of Commercial Production, in excess of \$20 Million (1994 constant Dollars) adjusted annually for inflation based on the Consumer Price Index for Canada, shall be amortized or depleted in accordance with generally accepted accounting practices (GAAP);

- (c) "Exploration Costs" shall mean all costs incurred or related to carrying out exploration work on the Claims Area and Exploration Area;
- (d) "Falconbridge's Initial Investment" shall mean the aggregate carrying value of Falconbridge's investment in connection with the Raglan Project as at the date of the decision by Falconbridge's Board of Directors to bring the Raglan Project into production;
- (e) "Marketing and Selling Costs" shall mean all costs, on a consolidated basis, incurred in marketing and selling Raglan Project

Accountable Metals including insurance premiums, transportation, freight, warehousing and distribution, commissions, allowances and dealer discounts, and shall be that portion of the total Marketing and Selling Costs that the quantity of Raglan Project Accountable Metal sales to customers bears to the total quantity of Raglan Project and Falconbridge Accountable Metal sales in a particular month;

- (f) "Offsite Costs" shall include all charges by Falconbridge and any of its subsidiaries for providing administrative, technical, management and/or supervisory services relating to the Raglan Project. Such charges may include all costs and expenses of maintaining and staffing a southern support office and/or corporate office. Charges for those employees of Falconbridge or any of its subsidiaries in providing temporary services directly related to the Raglan Project shall be based on an hourly rate (i.e., the aggregate of the particular employee's annual salary and benefits divided by 1,800 hours) plus sixty percent (60%) of the result to cover non-wage labour costs, office overhead and a small profit margin. Travel and other out-of-pocket expenses, if applicable, would also be charged to the Raglan Project;
- (g) *"Refining Costs"* shall mean all costs incurred in refining Raglan Project Accountable Metals and shall be that proportion of the total refining

costs (including depreciation and the profit margin as assessed for Norwegian income tax charged purposes) bv Falconbridge's Norwegian subsidiary's refinery for refining the metallurgical output from Falconbridge's Sudbury smelter, less any amounts allotted to the custom feed, that the Raglan Project Accountable Metals in the matte fed to Norwegian refinery, from the Sudbury smelter, bears to the total Raglan Project and Falconbridge Accountable Metals in the matte from the Sudbury smelter fed to the Norwegian refinery in a particular month;

(h) "Site Costs" shall mean all costs incurred in operating and maintaining the Raglan Project including all open pit and underground mining and operating development costs, concentrator costs, tailings disposal costs, power plant, onsite concentrate transportation, maintenance and plant services, airport operations and maintenance. road maintenance, property maintenance, operation and maintenance of the facilities at Deception Bay, sea freight for supplies/equipment, etc., air transportation of freight and people, accommodation and catering, ongoing reclamation costs, site environmental costs associated with the fulfillment of all statutory and regulatory requirements of whatever authority pertaining to compliance with environmental and pollution control standards and general administration

charges and care and maintenance costs if the operations are shut down, for whatever reason;

- (i) "Site Rehabilitation and Restoration Costs" shall mean all costs of or related to the permanent closure of the Raglan Project, including, if applicable, the cost of maintaining or providing for a pre-payment of the closure costs. These costs shall include any monies set aside, if so required, to ensure that cash is available for Site Rehabilitation and Restoration Costs after the Raglan Project operations terminate;
- (j) "Smelting Costs" shall include smelter complex costs, excluding depreciation, specifically identified with the Raglan project feed and that proportion of the total remaining common smelting and acid production costs, excluding custom feed costs, that the concentrate tonnage derived from the Raglan Project bears to the total Raglan Project and Falconbridge's concentrate tonnages, excluding custom feed tonnages, treated at the smelter;
- (k) "Tax" or "Taxes" means all present and future taxes, surtaxes, duties, levies, imposts, rates, fees, assessments and other charges (including corporate, capital, net worth, sales, consumption, transfer, goods use, and services, value-added, stamp, registration, franchise, withholding, payroll, employment, health, education, excise, business, property,

occupation, customs, anti-dumping and countervail taxes, surtaxes, duties, levies, imposts, rates, fees, assessments and other charges imposed by any national, federal, provincial, territorial, state, colonial, municipal, local, foreign or other governmental authority) together with any fines, interest, penalties or other additions on, to, in lieu of, for noncollection of or in respect of such taxes, surtaxes, duties, levies, imposts, rates, fees,

(I) "Transportation Costs" shall include all handling and storage costs, the cost of transporting concentrate from Deception Bay to Sudbury and the cost of transporting matte from Falconbridge's smelter in Sudbury to Falconbridge's refinerv in Norway. Transportation costs of the Raglan Project concentrate from Deception Bay to Sudbury shall be solely to the account of the Raglan Project. Transportation Costs from Falconbridge's smelter in Sudbury to Falconbridge's refinery in Norway shall be allocated in that proportion of the total Transportation Costs that the Raglan Project Accountable Metals in matte shipped bears to the total Raglan Project, Falconbridge and custom feed Accountable Metals in matte shipped in a particular month.

assessments and other charges; and

72.3(5) In the event that the concentrate derived from the Raglan Project is smelted and/or refined by a third

party custom smelter or refinery the actual transportation, treatment and any othe related charges shall be deducted in computing the Annual Operating Cash Flow.

7.2.3(6) Within ninety (90) days following the end of each fiscal year (foreseen to be December 31st) commencing with the year in which the Raglan Project is brought into Commercial Production, Falconbridge shall deliver to Makivik a statement of Annual Operating Cash Flow for the said fiscal year, duly certified by a Senior Officer of Falconbridge, together with payment of the applicable Profit Sharing Allocation, if any. The statement of Annual Operating Cash Flow shall be prepared on a consistent basis and show the Revenues, Cost of Sales (i.e., the Site Costs, Transportation Costs, Smelting Costs and Refining Costs applicable to the Raglan Project Accountable Metals sold) and other itemized deductions as permitted under this Agreement. Tonnes or ore mined, ore grades, inventories (inprocess and finished, both volumes and costs), sales volumes and average realized price data will also be provided on an annual basis. Upon written request, Makivik may require that the firm of independent Chartered Accountants which have been appointed as auditors of Falconbridge provide them with their opinion that the statement of Annual Operating Cash Flow and operating data delivered to them pursuant to the above, in respect of the twelve (12) month period preceding the date of Makivik's request, has been prepared in accordance with this Agreement. The

cost of the auditor's opinion shall be solely to the account of Makivik.

7.3 <u>Additional Payments</u>

In addition to the Money Transfers, Société Minière shall pay to Makivik on an annual basis an amount of \$50,000 for a ten-year period, such payments to commence thirty (30) days following the later of the date of the decision of the Board of Directors of Société Minière to proceed with the Raglan Project, or the date of receipt by Société Minière of the authorization from the Ministre de l'Environnement et de la Faune (Minister of Environment and Wildlife), Québec, to proceed with the Raglan Project, and each year thereafter for nine (9) years on April 1st.

7.4 <u>Taxes</u>

- 7.4.1 Taxes in the form of a tax on real estate or fixed assets of the Raglan Project charged by the Kativik Regional Government or any other regional government representing the Territory in any year during the term of this Agreement shall be deducted from the amount otherwise payable that year to the Raglan Trust pursuant to paragraph 7.2.2.
- 7.4.2 Taxes in the form of corporate income taxes or mining duties charged to Société Minière by the Kativik Regional Government or any other regional government body representing the Territory in any year during the term of this Agreement that are in addition to income taxes or mining duties charged elsewhere in Quebec for such year, shall be deducted from payments that would otherwise be payable that year to the Raglan Trust pursuant to paragraph 7.2.3.

7.5 Delay Payment to Reflect Fiscal Year of Raglan Trust

In the event that any payment of Money Transfers by Société Minière to the Raglan Trust falls due after the 1st day of December in a calendar year, it shall only be made on January 1st of the immediately following year.

SECTION EIGHT

RAGLAN COMMITTEE

SECTION 8: RAGLAN COMMITTEE

8.1 <u>Formation</u>

Contemporaneously with the execution of this Agreement, the Parties shall establish the Raglan Committee and shall name their representatives to it pursuant to subsection 8.3.

8.2 <u>Purpose</u>

The purpose of the Raglan Committee shall be:

- (a) to serve as the formal forum for communication between Société Minière and the Inuit Parties;
- (b) to provide an efficient framework for cooperation regarding the Raglan Project and for the implementation of this Agreement; and
- (c) to carry out the functions vested in it by this Agreement, as well as those indicated in the "Answers to the Questions of Makivik Relative to the Environmental Impact Assessment".

8.3 <u>Membership</u>

8.3.1 The Raglan Committee shall be composed of six (6) representatives appointed as follows:

- (a) one (1) representative appointed jointly by the Qarqalik Landholding Corporation and the Northern Village Corporation of Salluit;
- (b) one (1) representative appointed jointly by the Nunatulik Landholding Corporation and the Northern Village Corporation of Kangiqsujuaq;
- (c) one (1) representative appointed by Makivik; and
- (d) three (3) representatives appointed by Société Minière.
- 8.3.2 The Inuit Parties and Société Minière may by mutual agreement jointly appoint an independent third party representative to the Raglan Committee, subject always to his removal jointly by the Inuit Parties and Société Minière .
- 8.3.3 Representatives appointed on the Raglan Committee shall hold their appointment at the pleasure of the Party(ies) that appointed them and may be replaced at any time at the discretion of the Party(ies) which so appointed them.
- 8.3.4 In the event that a representative is not able to attend a meeting, either in person or by telephone, an alternate to such representative, duly appointed by the **P**arty(ies) who named such representative, may attend and vote at such meeting in his place.
- 8.3.5 At least one (1) of the members appointed by Société Minière and all of the members appointed by the Inuit Parties shall have decision-making power or direct access

to the decision-making power in the Party(ies) that appointed them.

8.4 <u>Invitees</u>

Appropriate management personnel, the Inuit Training and Employment Officer, and such experts as the Raglan Committee may, at its discretion, deem advisable, shall be invited by the Raglan Committee from time to time as required to attend at meetings of the Raglan Committee.

8.5 <u>Chairperson</u>

One of the representatives appointed by the Inuit parties and one of the representatives appointed by Société Minière shall serve alternately as chairperson of the Raglan Committee. Société Minière shall appoint the first chairperson. The chairperson shall hold the chair of the Raglan Committee for a one year term. The chairperson shall not have a casting vote in the event of equality of votes but otherwise shall be entitled to vote on all questions raised.

8.6 Expenses

Société Minière shall be responsible for all air transportation (economy rates) and hotel accommodation expenses incurred by members of the Raglan Committee in attending regularly scheduled meetings of the Raglan Committee at the Raglan Project site. All other expenses and fees incurred by the members shall be borne by the Party which appointed such members, save that the independent third party representative's fees and expenses shall be borne by Société Minière.

8.7 <u>Meetings</u>

Meetings of the Raglan Committee shall take place at the Raglan Project site or such other place as all the members of the Raglan Committee may agree. The Raglan Committee shall meet at least twice per year from the date of the signing of this Agreement until the date of the decision by the Board of Directors of Société Minière to proceed with the Raglan Project and thereafter at least once every calendar quarter during the next five (5) year period and thereafter at least twice per year. In addition to these scheduled meetings, the Raglan Committee may meet on an adhoc basis for the purpose of resolving problems which may arise requiring prompt action.

Meetings of the Raglan Committee may be called by any member thereof appointed by Société Minière or any two (2) members appointed by the Inuit Parties by giving at least ten (10) days written notice to all the members.

A member may participate in a meeting by means of such telephone, electronic or other communication facilities as permit all individuals participating in the meeting to communicate with each other simultaneously and instantaneously. A member participating in such a meeting by such means shall be deemed to be present at the meeting.

In the event of a temporary closure of the Raglan Project, the Raglan Committee shall continue to meet formally at least once per year and shall be officially updated on the status of the shutdown on a quarterly basis and provided with the results of Société Minière's periodic review (every 18 months).

8.8 <u>Quorum</u>

When there are only six (6) representatives named to the Raglan Committee, the quorum for the meeting shall be three (3) members provided that the representative appointed by Makivik, at least one (1) of the representatives appointed by Société Minière, and at least one (1) of the representatives appointed pursuant to paragraph 8.3.1(a) or (b), are in attendance.

In the event that an independent third party is appointed pursuant to paragraph 8.3.2, the quorum for a meeting of the Raglan Committee shall be four (4) members provided that the representative appointed by Makivik, at least one (1) of the representatives appointed by Société Minière, at least one (1) of the representatives appointed pursuant to paragraph 8.3.1(a) or (b), and the independent third party, are in attendance.

8.9 Decisions of the Raglan Committee

8.9.1 Decisions other than Disputes

To be valid, any decision or resolution of the Raglan Committee with respect to matters other than disputes subject to section 9, must have the assent of the majority of the members present at the meeting when such decision or resolution is made, providing that the assenting majority includes at least one (1) member appointed by the Inuit Parties and one (1) member appointed by Société Minière.

If the Raglan Committee is unable to agree on a proposal because of opposition by the representatives of the Inuit Parties or Société Minière and such opposition persists for a period of at least two (2) consecutive meetings of the Raglan Committee, such proposal shall, upon the request of at least two (2) members of the Raglan Committee, be submitted in writing to the Presidents and thereafter the procedure set forth in paragraph 9.2.3 and following, shall apply.

8.9.2 Decisions Regarding Disputes

To be valid, any decision of the Raglan Committee regarding a dispute submitted to it pursuant to paragraph 9.2.2 must have the assent of the majority of the members present when such decision is made, providing that the assenting majority incudes at least two (2) members appointed by Société Minière and at least two (2) members appointed by the Inuit Parties, one of whom is the member appointed by Makivik.

8.10 Internal By-laws

The Raglan Committee shall adopt internal by-laws addressing, among other things, notices, agendas and minutes of meetings. Such internal by-laws may be amended from time to time by the Raglan Committee.

8.11 <u>Overview of Planning Activities</u>

The General Manager shall, on an annual basis, provide the Raglan Committee with an overview of the planned activities of the Raglan Project for the forthcoming year.

SECTION NINE

DISPUTE RESOLUTION

SECTION 9: DISPUTE RESOLUTION

9.1 <u>Objective</u>

9.1.1 The Parties shall endeavour to amicably resolve, by negotiation, any dispute which arises between them in connection with this Agreement.

9.2 <u>Disputes</u>

- 9.2.1. In the event of failure to amicably resolve by negotiation any dispute, other than a dispute arising pursuant to paragraphs 3.2.6, 3.3.7 or sub-section 4.6, arising out of or in connection with this Agreement, the Parties agree to use the following dispute resolution procedure prior to any Party pursuing other available remedies.
- 9.2.2 The aggravated Party shall notify the other Party in writing of the existence of such a dispute, and the dispute shall be submitted to the Raglan Committee for resolution.
- 9.2.3 If the Raglan Committee fails to resolve the dispute pursuant to paragraph 8.9.2 within ninety (90) days, or within a mutually agreed upon extension thereto, the dispute shall be submitted in writing to the President of Falconbridge and the President of Makivik (the "Presidents") who shall have ninety (90) days or any

mutually agreed extension thereof to resolve the dispute from the date of notification by the Raglan Committee that it was unable to resolve the dispute.

- 9.2.4 The Presidents, in their mutual discretion and under such terms and conditions as they deem appropriate, may jointly nominate a neutral third party to fact-find and make recommendations to assist them in resolving the dispute or may jointly refer the dispute to formal mediation or arbitration.
- 9.2.5 If the Presidents fail to resolve the dispute to the satisfaction of the Parties within the ninety (90) days allocated therefor, or within a mutually agreed upon extension thereto, or fail to jointly refer the dispute to formal mediation or arbitration, any Party may commence legal proceedings with respect to such dispute.

9.3 <u>Mandatory Arbitration</u>

- 9.3.1 Any dispute referred to binding arbitration pursuant to paragraphs 3.2.6, 3.3.7 or sub-section 4.6, shall be resolved as follows.
- 9.3.2 The aggravated Party(ies) shall notify the other Party(ies) in writing of the existence of such dispute and its desire to submit such dispute to binding arbitration.
- 9.3.3 Within thirty (30) days following such notification, the Parties shall, by mutual agreement, appoint a single arbitrator to arbitrate such dispute.

- 9.3.4 In the event that the Parties cannot agree on the choice of a single arbitrator within such thirty (30) day delay, an arbitration panel shall be established. Each Party shall appoint one (1) arbitrator within thirty (30) days following the time limit to have chosen a sole arbitrator, and thereafter such two (2) arbitrators shall, within thirty (30) days of acceptance of their appointment, jointly select a third arbitrator. Failing such selection, the selection of a third arbitrator shall be made by a Judge of the Superior Court of Québec.
- 9.3.5 The sole arbitrator or the arbitration panel, as the case may be, shall, within forty-five (45) days of its appointment or its establishment, unless an extension is requested or consented to by the aggravated Party(ies), proceed to arbitrate such dispute.
- 9.3.6 The Parties shall provide an arbitration panel with all information and documentation requested by it.
- 9.3.7 The arbitration shall be conducted in a city on the island of Montreal, Province of Quebec.
- 9.3.8 The arbitration shall be settled pursuant to article 940 and following of the Civil Code of Procedure of the Province of Quebec. *]The decision of the arbitrator (arbitration panel) shall be final and binding and without appeal.]*
- 9.3.9 Each Party to the arbitration shall pay its own costs relating to such arbitration, including the fees and expenses of the arbitrator appointed by or on its own behalf as well as those of its own counsel. All other costs and expenses related to the arbitration proceedings, including without limitation fees

and expenses of the third arbitrator (or sole arbitrator, as the case may be) and all costs incidental to the arbitration proceedings, including but not limited to stenography, transcripts, photocopies and other administrative costs, shall unless otherwise determined by the arbitrator (or arbitration panel), be jointly paid by the Parties to such arbitration in equal shares.

- 9.3.10 In the event of the death, refusal, withdrawal or inability to act of one of the arbitrators, the prescribed procedures for the appointment of an arbitrator (or arbitration panel) as set out in the Code of Civil Procedure of Quebec shall apply.
- 9.3.11 The arbitrator (or arbitration panel) shall render a decision within six (6) months following the date of the commencement of the procedure to arbitrate such a dispute.

SECTION TEN

TOXIC SUBSTANCES

SECTION 10: TOXIC SUBSTANCES

The terms and conditions of this Agreement shall be without prejudice to any rights and recourses of the Inuit Parties and any other person in relation to any claim or damage arising out of or in relation to toxic substances, toxic contamination or pollutants or the impacts of such on humans, wildlife, wildlife habitat, or other resources both onshore and offshore Québec, including, without limitation, mercury, resulting from the Raglan Project.

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SECTION ELEVEN

OPERATING PROCEDURES

SECTION 11: OPERATING PROCEDURES

11.1 Transportation to and from the Raglan Project Site

11.1.1 <u>Transportation Plan for Inuit</u>

Transportation of Inuit Beneficiary Employees to and from the Raglan Project site shall be as described in paragraph 5.4.7.

11.1.2 <u>Transportation Plan for Non-Inuit and Non-Nunavik Inuit</u> <u>Employees</u>

Transportation of employees, contractors and approved visitors from outside of Nunavik shall, as much as possible, be direct from a point outside of Nunavik direct to the Raglan Project site.

11.2 <u>Restricted Access</u>

The Inuit Parties acknowledge that it shall be Société Minière's policy to restrict access to the Raglan Project site to Société Minière's employees, contractors and approved visitors. Société Minière shall prohibit the establishment of satellite camps on the Raglan Project site. However, Société Minière shall provide access to Inuit travelling between villages or on the land pursuing harvesting activities, if such Inuit require assistance in the case of bad weather or other emergencies. Except if an aircraft is required to land by bad weather or another emergency, no person may use

the airfield at the Raglan Project site without the prior written consent of Société Minière.

11.3 <u>Visits</u>

Inuit and local residents wishing to visit the Raglan Project site shall be able to do so by first obtaining Société Minière's prior written consent and by making the appropriate arrangements with the Raglan Project site supervisor. The Inuit Parties acknowledge that it shall be Société Minière's policy to request unauthorized individuals found in the operating area of the Raglan Project site to leave the site forthwith upon demand and to hold such people responsible to indemnify Société Minière against all claims for damages, accidents or safety incidents that relate to, or arise out of, such unauthorized visits or trespasses.

11.4 <u>Hitchhiking</u>

The Inuit Parties acknowledge that Société Minière's present policies regarding "hitchhiking" are as follows:

- 11.4.1 Vehicles operated by Société Minière or its contractors shall not be allowed to carry passengers other than Société Minière's employees, contractors or approved visitors, except in emergency situations;
- 11.4.2 Only employees, contractors and approved visitors of Société Minière from outside of Nunavik shall be permitted on an aircraft chartered or operated by Société Minière for flights between the Raglan Project site and points outside of Nunavik, except in emergency situations or on approved business of Société Minière; and

11.4.3 Only employees, contractors and approved visitors of Société Minière from a Nunavik community shall be permitted on aircraft chartered or operated by Société Minière for flights between the Raglan Project site and an Inuit community, except in emergency situations or on approved business of Société Minière.

11.5 <u>Katinniq/Deception Bay Road</u>

The Inuit Parties acknowledge that it is Société Minière's intention to improve and extend the existing road from Deception Bay to Katinniq to allow the transportation of supplies and concentrates between Katinniq and Deception Bay. To promote safety in the use of the Road, the Inuit Parties acknowledge and agree that Société Minière's intention to enforce, or have enforced, the following policies is appropriate:

- 11.5.1 Individuals operating vehicles, including recreational and all-terrain vehicles, on the Road must have a valid operator's licence;
- 11.5.2 The rules of the Road shall be governed by the *Highway Traffic Act* (Québec);
- 11.5.3 The speed limit shall be 60 kilometers per hour;
- 11.5.4 No permanent or temporary habitation shall be constructed within 50 meters of the center line of the Road;
- 11.5.5 Local residents and employees and contractors of Société Minière, operating vehicles on the Road, shall be required to attach visibility indicators to their vehicles, to be provided

by Société Minière, to assist others in identifying their presence.

Moreover, additional policies may be recommended by the Raglan Committee.

11.6 <u>Restricted Use of Firearms</u>

To promote the safety of persons and equipment at the Raglan Project site, the Inuit Parties shall request their members and constituents to refrain from hunting (using firearms) in and around the Raglan Project site, within a radius of not less than two kilometers or such greater radius as may be established by the Parties through the Raglan Committee. The Parties, through the Raglan Committee, shall establish safety rules regarding hunting (using firearms) in and around the Port Site and the Road, taking into account the importance to Inuit of Deception Bay as a hunting area.

11.7 <u>Non-Native Hunting and Fishing</u>

Société Minière, in consultation with the Inuit Parties through the Raglan Committee, shall establish rules and procedures for its employees and contractors and their employees regarding nonnative hunting and fishing that are consistent with the James Bay and Northern Québec Agreement and related legislation. As part of such policy, Société Minière shall prohibit the possession of firearms by its employees and contractors and their employees at the Raglan Project site. Société Minière shall prohibit such individuals from hunting and related activities in and around the Raglan Project site. A copy of Société Minière's current Raglan Project hunting and fishing policy is attached as Annex 11.7 hereto.

11.8 Drug and Alcohol Policy

In seeking to maintain a drug and alcohol free environment at the Raglan Project, Société Minière shall implement and enforce the drug and alcohol policy described in Annex 11.8.
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SECTION TWELVE

GENERAL UNDERTAKINGS OF THE PARTIES

SECTION 12: GENERAL UNDERTAKINGS OF THE PARTIES

12.1 <u>Preamble Forming Part of Agreement</u>

The Preamble hereto forms part of this Agreement.

12.2 <u>Reimbursement of negotiation expenses</u>

Société Minière shall within thirty (30) days of the execution of this Agreement reimburse Makivik the sum of \$______ to cover all costs and expenses incurred by Makivik in connection with or relating to the negotiation and execution of this Agreement.

12.3. <u>Authorization of Project</u>

Subject to Société Minière performing its obligations pursuant to this Agreement, the Inuit Parties hereto shall not institute any legal proceedings or engage in or undertake any other actions or activities to prevent or delay authorization of the Raglan Project as described in subsection 3.1.

12.4 <u>Non-derogation</u>

12.4.1 Nothing in this Agreement shall prevent any claim by an Inuit Beneficiary, an Inuit Enterprise, or an Inuit Party or affect any liability of Société Minière, for any specific loss or damages arising out of the construction or operation of the Raglan Project, where such loss or damages have not been specifically provided for in this Agreement.

12.4.2 Except as otherwise specifically provided in this Agreement, nothing in this Agreement shall derogate or abrogate or be so interpreted as to derogate or abrogate from any aboriginal rights, titles, claims and interests of Inuit Beneficiaries in and to the offshore areas surrounding Québec.

12.5 <u>Compliance with laws, regulations and authorizations</u>

In addition to the undertakings herein, Société Minière and the Inuit Parties shall comply with all applicable government laws, regulations, orders, authorizations and permits relating to the Raglan Project and to the construction, operation and maintenance of the Raglan Project.

12.6 <u>Rehabilitation and restoration of Raglan Project site following the</u> closing of the camp and plant

- 12.6.1 Société Minière warrants that following depletion of reserves or the permanent abandonment of the Raglan Project, the Raglan Project **s**ite will be restored to a status that will:
 - (a) make the area once again accessible to local people;
 - (b) approximate to its initial state as nearly as possible; and
 - (c) ensure that the abandoned mines are not significant sources of environmental contamination or of danger to human beings or to economic wildlife and fish species.

The restoration and rehabilitation effort will affect all openings, equipment, buildings, infrastructures, waste rock and tailings, as well as general waste materials, and will adhere to the general framework outlined by Société Minière in its Environmental Impact Study. Detailed restoration and rehabilitation planning will be carried out with the participation of the Inuit members of the Raglan Committee and/or their technical representatives and will comply with all applicable laws and regulations in force at the time of closure or abandonment. In no case will the Raglan Project site be restored to a status that is less than what the laws and regulations in force today would require.

The future status of all Raglan Project related roads, airstrips, and port/harbour facilities will be negotiated with the applicable governing authorities at the time of permanent closure.

The final status of the frozen core dam at Katinniapik will be determined in consultation with the Inuit members of the Raglan Committee, as well as any applicable governing authorities at the time of closure.

The focus and frequency of post-production monitoring shall conform with all applicable regulatory and governing agency requirements in effect at the time of completion of the planned restoration work, and shall take into account the concerns of the Inuit members of the Raglan Committee and their technical representatives. Société Minière will be responsible for monitoring of effluents from the open pits, the tailings site(s), and any other waste disposal sites, as well as of any receiving waters. Monitoring would continue until such time as the effluents and the receiving waters meet current criteria for three consecutive years. During this period, Société Minière will also check and ensure the integrity of the tailings pile, reservoir dam, spillway and bridges and be responsible for maintaining its fish sampling and testing program, with final samples of fish and sediments to be taken and analyzed upon completion of post-production monitoring, as authorized by the applicable governing authorities.

12.6.2 A temporary closure which extends beyond five years will be deemed a permanent closure for the purposes of this Agreement, unless otherwise agreed to by the Parties in writing.

12.7 <u>Representation by Société Minière to Environmental and</u> <u>Government Authorities</u>

Société Minière's representations to the applicable environmental and governmental authorities shall be consistent with the intention that the terms and conditions of any environmental authorization(s) of the Raglan Project reflect and incorporate the provisions of this Agreement.

Without limiting the generality of the foregoing, Société Minière shall amend the description of the Raglan Project currently before the applicable governmental and environmental authorities to exclude the Cross Lake claim.

If such provisions are not so reflected and incorporated in such authorizations, such provisions and all other provisions of this Agreement shall continue to bind the Parties to the extent not incompatible with any such environmental authorizations of the Raglan Project.

12.8 Right of First Refusal, Surplus Equipment and Property

The Inuit Parties hereto shall have the right of first refusal on terms and conditions no less favourable than those offered to third parties to purchase prior to its removal or demolition, any equipment or property related to construction or operation of the Raglan Project which is deemed surplus by Société Minière. Société Minière shall simultaneously inform the Inuit Parties hereto at least thirty (30) days before removing equipment or property owned by it for the purposes of the Raglan Project. This information shall include the terms and conditions of sale. The Inuit Parties shall have sixty (60) days to inform Société Minière of their intention to purchase one or more units on the terms and conditions aforementioned. Should more that one of the said Inuit Parties wish to acquire the units, the order of priority shall be as follows: Firstly, the Qargalik Landholding Corporation of Salluit, then the Northern Village Corporation of Salluit, the Nunatulik Landholding Corporation of Kangigsujuag, the Northern Village Corporation of Kangigsujuag and, finally, Makivik Corporation.

12.9 <u>Assignment</u>

- 12.9.1 Société Minière shall have the right to assign this Agreement to one of its Affiliates without the consent of the Inuit Parties provided that such Affiliate undertakes and agrees to be bound by all the terms and conditions of this Agreement.
- 12.9.2 Société Minière shall have the right to assign this Agreement to other than one of its Affiliates only with the consent of the Inuit Parties.
- 12.9.3 In no event shall this Agreement be assigned by Société Minière to one of its Affiliates or to a third party without a

concurrent transfer by Société Minière of all its rights and interests in the Raglan Project to such Affiliate or third party, as the case may be.

12.10 Nominee to the Board of Directors of Société Minière

Makivik shall have the right, during the term of this Agreement, to nominate a representative to the Board of Directors of Société Minière. Any vacancy that arises as a result of the death, disqualification or resignation of a Director so nominated by Makivik shall be filled by a nominee of Makivik.

In the event that Société Minière is merged, amalgamated or wound-up with or into Falconbridge, Makivik shall cause its representative on Société Minière's Board of Directors to resign and Makivik's right to nominate such representative shall immediately cease and determine and Makivik shall have no right or entitlement to nominate a representative on the Board of Directors of Falconbridge or the continuing corporation.

Société Minière shall indemnify such nominee as a Director of such subsidiary to the full extent permitted by its by-laws and by the Business Corporations Act (Ontario).

12.11 <u>Confidentiality</u>

The Inuit Parties shall hold in strictest confidence, and not disclose to any third party for any reason, all confidential information which the Inuit Parties become aware of during their relationship with Société Minière and Falconbridge. This obligation of the Inuit Parties shall not apply to information which (i) is established by the Inuit Parties (to Société Minière's satisfaction) to be specifically known to the Inuit Parities prior to disclosure by Société Minière and Falconbridge, (ii) is or becomes generally available to the public through no fault of the Inuit Parties, (iii) corresponds to information furnished by Société Minière and Falconbridge to a third party on a non-confidential basis, or (iv) is disclosed under any legal requirement to do so.

12.12 <u>Notices</u>

Any notice or other communication under this Agreement shall be in writing and shall be delivered personally, by fax or sent by prepaid courier service, addressed **in the case of Société Minière**, as follows: Société Minière Raglan du Québec Ltée Suite 1200 95 Wellington Street West Toronto, Ontario M5J 2V4 Attention: _____

Fax No. (416) 956-5749

and in the case of Makivik, as follows:

Makivik Corporation 650- 32nd Avenue 4th Floor Lachine, Québec H8T 3K5 Attention: _____

Fax No.(514) 634-3817

and in the case of Salluit, as follows:

Qarqalik Landholding Corporation of Salluit Salluit, Québec JOM 1T0 Attention:

Fax No. (819) _____

Northern Village Corporation of Salluit	
Salluit, Québec	
JOM 1TO	
Attention:	

Fax No. (819) 255-8802

and in the case of Kangiqsujuaq, as follows:

Nunatulik Landholding Corporation of Kangiqsujuaq Kangiqsujuaq, Québec J0M 1K0 Attention:

Fax No. (819) _____

Northern Village Corporation of Kangiqsujuaq Kangiqsujuaq, Québec JOM 1K0 Attention:

Fax No. (819) 338-3237

or to such other address or fax number as may be designated from time to time by notice given by one party to the other parties in accordance with this section. Any such notice or other communication shall be effective when received.

12.13 Inuit Harvesters' Claims Protocol

The Parties and Falconbridge shall enter into a separate protocol governing compensation or remedial measures to individual Inuit

harvesters relating to their camps and equipment if such equipment and camps owned by such individual Inuit harvesters are required by Société Minière to be re-established or relocated as a result of works associated with the Raglan Project.

12.14 <u>Baseline Studies</u>

In the event that additional baseline work is undertaken by Société Minière, Société Minière shall consult with, and to the extent possible, invite the Inuit Parties to participate in the planning and carrying out of such baseline work.

12.15 Non-promotion of Additional Levels of Taxation

The Inuit Parties shall not promote or support others in promoting the recommendation by any government body to increase the level of mining duties or corporate income tax charged to Société Minière applicable to the Raglan Project over and above levels that would be applicable to similar mining projects existing elsewhere in the Province of Quebec.

12.16 Interpretation

Each paragraph or section of this Agreement shall be interpreted separately and the invalidity of one paragraph or section shall not nullify the whole of this Agreement.

12.17 <u>Amendment</u>

This Agreement shall not be amended except by a memorandum in writing signed by all the Parties hereto, and any amendment hereof shall be null and void and shall not be binding upon any Party which has not given its consent as aforesaid.

12.18 Language of Agreement

The Parties hereto declare that they have requested that the present Agreement be drawn up in the English language. Les parties aux présentes reconnaissent avoir requis que la présente convention soit rédigée en anglais.

12.19 <u>Governing Law</u>

This Agreement will be governed and interpreted according to the laws of the Province of Québec.

SECTION THIRTEEN

COMING INTO FORCE

SECTION 13: COMING INTO FORCE

13.1 <u>Coming into Force</u>

This Agreement shall come into force on the date of its signature by the Parties and, except where expressly provided otherwise, the Parties shall commence to perform their respective obligations forthwith after such execution and shall continue in such performance during the life of this Agreement.

13.2 <u>Termination</u>

- 13.2.1 This Agreement shall terminate on the de-commissioning of the Raglan Project pursuant to subsection 12.6 and the fulfillment of all obligations by Société Minière hereunder or by the mutual consent of the Parties hereto.
- 13.2.2 Unless otherwise agreed to in writing by the Parties, this Agreement shall terminate on December 31, 1999 in the event that as of that date Société Minière has not obtained the authorization from the Ministre de l'Environnement et de la Faune, Québec, to proceed with the Raglan Project, and/or has not commenced to proceed with the construction of the Raglan Project,.
- 13.2.3 Unless otherwise agreed to in writing by the Parties, this Agreement shall terminate on December 31, 2001 in the

event that as of that date Commercial Production has not commenced.

INTERVENTION

AND TO THESE PRESENTS CAME AND INTERVENED FALCONBRIDGE LIMITED, which constitutes itself Intervenant, which acknowledges to have taken full cognizance of each and every paragraph in the present Agreement, and which shall vote its shares of Société Minière so as to elect the nominee referred to in sub-section 12.9 to the Board of Directors of Société Minière, and shall remain liable for any of the undertakings, representations or warranties of Société Minière in this Agreement which are not fulfilled by Société Minière, or not fulfilled by an Affiliate of Société Minière in the event that this Agreement is assigned by Société Minière to an Affiliate, and upon notice by any of the Inuit Parties shall remedy any default committed by Société Minière, or an Affiliate of Société Minière in the event that this Agreement is assigned by Société Minière to an Affiliate, the whole in the same manner as if it were a party to this Agreement.

IN WITNESS WHEREOF, the said Intervenant has signed at _, _____, on the ____ day of _____, 1995.

FALCONBRIDGE LIMITED

Per:

Witness

SECTION FOURTEEN SIGNATORIES TO THE AGREEMENT



SECTION 14 SIGNATORIES TO THE RAGLAN AGREEMENT

IN WITNESS WHEREOF, the Parties have signed this Agreement on the 28th day of February, 1995.

Witness

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DUN

MAKIVIK CORPORATION

Per: Per:

QARQALIK LANDHOLDING CORPORATION OF SALLUIT

Per:

NORTHERN VILLAGE CORPORATION OF SALLUIT

Per:

NUNATURLIK LANDHOLDING CORPORATION OF KANGIQSUJUAQ

Per:

Witness

Witness

Witness

M. Nappaaluk

NORTHERN VILLAGE CORPORATION OF KANGIQSUJUAQ

Per:

SOCIÉTÉ MINIÈRE RAGLAN DU QUÉBEC LTÉE (libre de responsabilité personnelle) Per:

INTERVENTION

Per:

AND TO THESE PRESENTS CAME AND INTERVENED FALCONBRIDGE LIMITED, which constitutes itself Intervenant, which acknowledges to have taken full cognizance of each and every paragraph in the present Agreement, and which shall vote its shares of Société Minière so as to elect the nominee referred to in sub-section 12.9 to the Board of Directors of Société Minière, and shall be liable for any breach by Société Minière of any of its undertakings, representations or warranties under this Agreement which are not remedied by Société Minière (or by a wholly-owned Affiliate of Société Minière in the event that this Agreement is assigned by Société Minière to an Affiliate) and upon notice by any of the Inuit Parties of any such breach shall remedy any default committed by Société Minière (or a wholly-owned Affiliate of Société Minière in the event that this Agreement is assigned by Société Minière to such Affiliate), the whole in the same manner as if it were a party to this Agreement.

IN WITNESS WHEREOF, the said Intervenant has signed on the 28th day of February, 1995.

FALCONBRIDGE LIMITED

Per: Per:

Jeffrey Lairdie.

RAGLAN PROJECT

ANNEXES

THE RAGLAN AGREEMENT

ANNEXES

Annex 1.1.6 Document entitled: "Answers to the Questions of Makivik Relative to the Environmental Impact Assessment" prepared by Roche, on behalf of Falconbridge, Updated November 1994.

- Annex 1.1.9(a) Map identifying Claims Area.
- Annex 1.1.9(b) Claims List.

Annex 1.1.54 Map identifying the area on the southwest coast of Deception Bay from approximately mile 40 on the Road to the north end of the Road, including unloading facilities at Bombardier Beach.

- Annex 1.1.60 Trust Deed.
- Annex 3.1 Summary of the Description of the Raglan Project.
- Annex 4.2 List of foreseen impacts of the Raglan Project, their cause (impact generating activity) and their significance ("importance") following mitigation.
- Annex 5.2.2 List of Off-site Training Programs for Inuit Beneficiaries proposed by the Kativik Regional Government and the Kativik School Board in relation to potential jobs at the Raglan Project.
- Annex 5.2.3 Draft agreement-in-principle to be entered into between Falconbridge, the Kativik Regional Government and Human Resource Development Canada regarding the training of heavy equipment operators.
- Annex 5.4.5 Pre-requisite qualifications, nature and scope of the position of 'Inuit Employment and Training Officer'.

Annex 11.7 Falconbridge Raglan Project hunting and fishing policy.

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Annex 11.8 Falconbridge drug and alcohol policy.

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ANNEX 1.1.6

Answers to the Questions of Makivik Relative to the Environmental Impact Assessment FALCONBRIDGE

RAGLAN PROJECT



ENVIRONMENTAL IMPACT STUDY

ANSWERS TO THE QUESTIONS OF MAKIVIK RELATIVE TO THE ENVIRONMENTAL IMPACT ASSESSMENT



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Updated November 1994

RAGLAN PROJECT

ANSWERS TO THE QUESTIONS OF MAKIVIK RELATIVE TO THE ENVIRONMENTAL IMPACT ASSESSMENT

The followings are Falconbridge's responses to the comments of Mr. J. Davidson relative to the Raglan Project.

1.0 <u>CONCERNS</u>

1.1 OPERATING PRACTICES

1.1.1 Tailings

No procedures for prevention of freeze up of stockpiled tailings at plant site indicated.

We plan to dispose of the tailings in the tailings impoundment area. If a period of bad weather prevented the transport of tailings to the impoundment area, the tailings would be accumulated near the concentrator at a place set aside for this purpose. It is highly probable that these tailings will freeze, which could result in operational problems but the machinery present on the site (ex.: D-8 and ripper) is capable of moving frozen tailings. At the environmental level, the storage of the tailings at this site poses no problem as the berm surrounding the site will channel the waters that could eventually flow from the tailings pile toward a catchment pond where the waters will be analyzed and then treated, if necessary, before being discharged in the environment.

1.1.2 Dust

Dust suppression strategies/techniques to control dust generation from transportation activities during short dry season not indicated.

In the northern region where the Raglan Project is located, the issue of dust following the passage of trucks on the roads does not pose a problem. The precipitation far exceeds the evaporation process and there are very few dry periods, even in summer. As a result, there is very little likelihood that this phenomenon will occur. However, if ever such a phenomenon were to occur, measures would be taken to prevent the dust. Several solutions exist: spreading of water on the roads by trucks or application of approved products, such as calcium chloride (which is commonly used in Québec on dirt roads). The choice of a measure to deal with this problem, if it occurs, will be the subject of discussions with the Raglan Committee to ensure that the solution chosen is acceptable to all concerned.

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1.1.3 Sediment build-up in water retention facilities

Handling and disposal of sediments from catchment basins not addressed.

At the present time, it is not possible to anticipate the quantities of sediments that could eventually accumulate in the retention ponds. If necessary, namely if the accumulated quantities are major, the sediments present in the water retention systems will be recovered and sent to the filtration plant. There, they will be filtered and then sent to the tailings impoundment area.

1.1.4 Contaminant treatment

EIS ambiguous re: treatment regimes proposed for effluents, treatment capacities in relation to total discharge, collection and neutralization schemes for potential chemical discharges (excess use), e.g. percol 135 and 368 which are toxic to fish.

The reagents used in the processes (such as percol) are, for the most part, attached to the solids during flotation. The solids that will be transported to the tailings impoundment area will be frozen and the reagents will remain attached to these solids. The minor quantities that could flow will be directed by the berms toward the catchment pond where analyses are planned to evaluate the concentrations present, before discharging the waters in the environment.

It should be noted that elsewhere in the world when these reagents are used, their use is not recognized as generating problems at the environmental level.

Should there be any oils and grease to skim, they would be removed with absorbent and then, burned in the burning system.

Handling and disposal of oil and grease skimmed from tailings water catchment ponds of backwash from the industrial water treatment plant, not indicated.

Falconbridge activities will generate very few discharges of oils and grease in the environment as the company will recover all of the waste oils and grease on site. If accidental spill involving oil or grease occurred, the spill will be immediately controlled and the products spilled will be recovered and disposed of in the appropriate manner.

It should be pointed out that generally there is very little oil and grease in mine tailings. A portion of these very limited quantities is attached to the frozen tailings whereas the remainder, which is present in negligible quantities, will not represent a problem for the environment. Indeed, it should be mentioned that since the mining industry adopted environmental practices, the standards related to oils and grease have not been exceeded.

1.1.5 Unexpected events

Potential inadequacy of tailings stockpile area near concentrator (designed to accommodate a 5 day storm); what happens if storm longer than anticipated?

The analysis of the climatic data as well as the experience on the site have shown that the storms preventing the transfer of the tailings to the tailings impoundment area never last more than 2 to 3 days. It is on this basis that Falconbridge chose to localize the tailings stockpile near the concentrator and to design it for a five-day storage capacity, which allows for a safety margin of close to 100 % in relation to the longest storms anticipated.

If the duration of the storm exceeded 5 days, which is very unlikely to occur, the site is big enough to accommodate the tailings for a few additional days. The waters would be directed by the berms towards the catchment pond as described in 1.1.1.

What if the frozen tailing and/or other wastes thaw and become mobile, backup plan?

The region has a major permafrost regime, the temperature of which is far below the freezing point. The tailings deposited in the tailings impoundment area will freeze on the site.

Thermistors will be installed in the tailings to monitor the temperature. If the active layer ever reached the tailings zone, the thickness of the cover layer on the tailings would then be increased to prevent the active layer from reaching the tailings.

Moreover, it is important to mention that the speed of oxidation of tailings increases with the temperature. The bacteria causing oxidation are not active below 4°C and are only very slightly active below 10°C, the optimum temperature being about 30°C. As a result, even if the permafrost melted in the lower part of the tailings, no environmental problems need be feared over the short term as the temperature will not be high enough to lead to a reactivation of the bacterial process causing the oxidation of tailings and the generation of acid.

No contingency plans indicated for alternate effluent containment in event of accidental overflow, berm breached, etc.

The berms are not made to accumulate the water but rather to allow it to flow within the enclosure. The chances of the berms breaking are very limited (engineering safety factor). If ever a break were to occur here, it would be easy to repair it with the equipment on site (D-8; mining truck, loader 988, etc.).

Furthermore, Falconbridge has a contingency plan. The catchment pond near the plant site was designed for this purpose. Every fall, the pond will be discharged of water (after the water is controlled and treated) to increase the capacity available.

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If the tailing catchment pond is not having enough capacity, the height of the pond could be increased as necessary. It is possible that the water will be recirculated at the mill during the summer months. Also, the tailings pond water will be preferred to that of the reservoir for pumping.

Fire fighting water supply capacity at residence seems small and could be insufficient to fight a fire (storage volume of 3000 vs 1000 m³ recommended minimum).

We believe that the volume of water stored is sufficient to fight a fire, should it occur. That volume was dictated by our insurance company. Furthermore, the main reservoir (2.5 million of cubic meters) is near, and the pumping station is equipped with sufficient pumping capacity.

Lack of backup heating system for sewage treatment system (freezing of biodisc cannot be tolerated); combustion system for solid wastes may not by itself generate enough waste heat.

The experience acquired with the two biodisc units already on site brought us to conclude that we have sufficient heating capacity in the proposed system. Additional heating in such a small building is very easy to install if required. This addition would not make a meaningful contribution to the energetic needs of the complex.

What if abnormalities or problems with biodisc system detected, plan of action?

We have operated the biodiscs with success during the past years and will continue to do so. We have designed two biodiscs in parallel (piping and UV system) so we can, in any given time, shut down one unit for maintenance without interfering the current operation. A double unit system is much more flexible than a single and bigger unit. The UV system that will stop the bacterial activities (99.99 %) will be monitored. Also, an adequate inventory of parts will be available. A regular inspection and maintenance program will be put in place.

Each year the system will be checked by specialized personnel to ensure the proper operation. The results of these checks will be given to the Raglan Committee.

1.1.6 Shipping

Not convinced timing of shipments and navigation pattern will sufficiently mitigate any effects on seal habitats (check with Michael Kingsley at Institut Maurice Lamontagne).

Seal life cycle was not the only factor considered in the planning of the shipping schedule. Indeed, over ice travelling by hunters was also a very important factor which

was taken into account. In May and June, the boat track may not re-freeze after the passage of the ship and we felt that is an important potential impact on over-ice travelling. The period from mid-March to the end of April was avoided to limit disturbance of seal reproduction. There is still a possibility of a short overlap with seal reproduction (approximately 2 weeks at the beginning of March), but this potential impact is judged small (small area; small proportion of females having their pups at the beginning of March).

What if Falconbridge decides to increase production?

If Falconbridge ever wants to increase production, it has to make a permit application at the ministère de l'Environnement et de la Faune and to the Kativik Environmental Quality Commission.

The permit issued will define the requirements that Falconbridge will have to follow. If a decision of that kind were to be made after several years of production, Falconbridge will judge if additional studies are required based on the informations that were gathered during these years.

As for now, six annual shipments are planned, of those only three or four could have an impact on the ice cover. For example, if Falconbridge decides to double the production, twice the shipments would be necessary if using the same ships. However, the impact on seal reproduction would not necessarily be more greater for the following reasons:

- the ships can follow the same path;
- the storage capacity in Deception Bay may be used to limit overlap with seal reproduction;
- a ship of a larger capacity could be used if available at that time.

1.2 MONITORING

1.2.1 Mine/plant effluent streams

Definition of extent and duration of monitoring, frequency of sampling vague.

The mine effluent monitoring program, as presented in chapter 8 of the Raglan Project Environmental Impact Study, meets in every respect the requirements of Directive 019 which apply to mining projects carried out in Québec. The monitoring of effluents will be done according to the specifications of Directive 019 and will continue for the entire duration of production. Moreover, the closing and restoration plan that must be prepared in accordance with the Mining Act (R.S.Q., chapter M-13.1) must provide for a monitoring program that will continue until the restoration has been deemed satisfactory and until a certificate has been issued pursuant to section 232.10 of the Mining Act.

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As specified in Table 8.1 of the Environmental Impact Study (EIS) (see Appendix 1), Directive 019 sets maximum concentrations in the final effluent for the following parameters: arsenic, copper, nickel, lead, zinc, iron, suspended solids, oils and grease, and pH. Apart from the pH which must be measured on an on-going basis and the suspended solids every week, the frequency of the aforementioned parameters will be variable and will depend on the results obtained as shown in Table 8.3 of the impact study. The analysis frequency for each parameter can vary between once a week and once very six months. In addition, for control purposes, Directive 019 makes provision for the analysis of a series of parameters once a year (Table 8.2 - Appendix 2).

As for the monitoring program of the receiving environment, the proposed program exceeds the requirements of Directive 019. According to Directive 019, the monitoring of the receiving environment is done annually on the receiving water course, during the summer low water period, upstream and downstream from the mine effluent discharge sites by sampling the water and the sediments and by performing the analyses specified in section 8.2.1 of the environmental impact study.

In addition to the monitoring program imposed by Directive 019, Falconbridge will carry out, on a voluntary basis, additional monitoring measures so as to ensure that the mining operations will have no negative repercussions on the environment. The annual monitoring will be carried out on the water and sediments of Deception River, namely upstream from the confluences of Lac Françoys-Malherbe and Lac Duquet as well as at the outlet of Lac Françoys-Malherbe. The parameters related to this additional monitoring will be the same as those required as part of Directive 019. Moreover, **as suggested by Makivik and granted by Falconbridge, three** years after the start of operations and every **three** years thereafter, sediment sampling will be extended to the delta of Deception River, and fish will be sampled to measure the concentration of metals in their flesh and target organs. The analyzed parameters specified in section 8.2.2.2 of the environmental impact study are:

- . sediments: organic matter, arsenic, cadmium, chromium, copper, iron, magnesium, manganese, mercury, nickel, lead, zinc and total oil and grease;
- fish: arsenic, cadmium, copper, iron, mercury, nickel, lead and zinc.

Anticipated rates of flow, periods of discharge and points of discharge and flow patterns vague, not well defined.

The effluent from the water treatment plant represents 860 000 m^3/a , namely 0.027 m^3/s . This effluent will be discharged on a continuous basis in the environment. The only other waste water discharge related to mining operations corresponds to 150 000 m^3/a from the potentially acid-generating waste-rock pile. This effluent will be discharged over a period of about five weeks at the time of the spring high water period, such that the average flow will be 0.05 m^3/s .

The discharge sites of the mine effluents are shown on the map presented in appendix 9.

1.2.2 Deception Bay

Vagueness of plans for chemical and biological monitoring.

Directive 019, which is intended for mining industries working in Québec, specifies the government's expectations concerning the protection of the environment. In section 3.5 of Directive 019, which concerns the monitoring in the hydrographic network, it is stipulated that the proponent must:

"exercise a surveillance program to determine the impact upon the receiving environment of the effluent discharge which has to be conducted annually during the summer low water period. Water and sediment samples should be collected from within the mixing zone, as well as upstream and downstream of the final effluent discharge sites and analyzed for the following parameters:

water: temperature, pH, total alkalinity (or acidity if alkalinity is zero), conductivity, suspended solids, total dissolved solids, total hardness, chlorides, sulphates, ammonia, nitrates, nitrites, total phosphorus, dissolved organic carbon, dissolved inorganic carbon, oils and grease, total metals (Al, As, Cd, Cr, Cu, Fe, Mn, Ni, Pb, Zn, Ca, Mg, Na, K, and Hg), total and free cyanides (if used in the process);

sediments: organic material (as determined by loss on ignition at 550°C), granulometry, metals (As, Cd, Cr, Cu, Fe, Hg, Mn, Ni, Pb and Zn), and oils and grease."

The monitoring that will be done by Falconbridge meets the requirements of Directive 019 in every respect (see tables 8.1 to 8.3 in appendices 1 to 3). No other monitoring is required to comply with the environmental requirements related to the mining industry.

The calculations made in the document entitled "Environmental Impact Study -Additional Information" prepared in December 1993 and concerning, among other things, the capacity of the effluent to respect the water quality show that the mining effluent should have no repercussions in Deception Bay.

However, as mentioned in the preceding section, and as stipulated in section 8.2.2 of the impact study, Falconbridge will proceed with monitoring on a voluntary basis in Deception Bay.



Monitoring of marine sediments during operational phase of project particularly important for determining flow of contaminants downstream of mine site.

Three years after the start-up of operations and every three years thereafter, sediment sampling will be extended to the Deception River delta. The sampling stations are identified on Map 8.2 of the impact study. The mouth of Deception River was considered because estuarine conditions such as in this case usually favour metal precipitation (whether dissolved or associated with suspended solids). The parameters analyzed will be: organic matter (%), arsenic, cadmium, chromium, copper, iron, magnesium, manganese, mercury, nickel, lead, zinc and total oil and grease. Metal concentrations in the downstream section of Deception River are expected to be very low, and the handling of the concentrates from the concentrator to the ship is done by using a closed system, hence there is no reason to believe that metal concentrations in sediments will significantly increase during the operational phase of the project.

At the same time, there will be fish catches to measure the concentration of metals in fish meat and target organs. The parameters that will be analyzed are arsenic, cadmium, copper, iron, mercury, nickel, lead and zinc.

1.2.3 Potable water and biodisc effluent

Sampling not frequent enough (twice/year not acceptable).

Ultra-violet treatment will be a standard procedure on all potable water.

It is important to underline that a decentralize ultraviolet treatment would be carried out on effluent for bacteria elimination (should it be necessary) prior the discharge into the environment.

The monitoring of potable water complies with the Regulation respecting potable water (Q-2, r.4.1). Section 13 of this regulation stipulates that in the case of a business, a bacteriological control must be carried out twice a year: this requirement will be met. However, it is Falconbridge's interest to provide high quality water to its employees and, as a result, the water will be sampled more regularly (once a month).

As for the effluent from the biodiscs, even if this aspect is not regulated, the proposed monitoring meets the requirements of the ministère de l'Environnement et de la Faune. A standard form of the biodisk effluent monitoring program, as supplied by the MEF, is included in appendix 8.

1.2.4 General

Monitoring program limited to chemistry of receptor environment.

A monitoring program exists for fish populations. The monitoring programs proposed in the EIS include the effluents, receiving waters, sediments and fish.

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No/negligible monitoring of fauna.

Firstly, there is no major reason to extend the program to other biological communities since 1) repercussions on the biophysical environment are expected to be negligible or small, 2) it is easier to monitor the physicochemical environment than the biological environment, and 3) repercussions on the biological components of the receiving environment are usually associated with modifications of the physicochemical environment.

What if monitoring reveals problems, what follow-up response will be taken; what happens if contamination of receptor environment is indicated or effluents being released are below standard; how will remedial action be triggered, specific measures defined and implemented?

Considering the experience of Falconbridge in mining projects and the general experience of companies mining similar ore bodies over the world, no major problem is expected. The management of tailings and mine effluents is an important aspect to take into consideration when one deals with environmental impacts and risks related to mine projects, and these two particular aspects, as well as all of the other components of the project, have been carefully designed to minimize the impacts of the Raglan project and the risk for accidents. Appropriate measures will be developed and taken to solve any eventual environmental problems that could come up during the operation phase of the project. Falconbridge is a responsible company and wants to continue to be considered as such. The Raglan Committee, composed of Inuit and Falconbridge employees, will be created for the follow up of environmental matters and will elaborate contingency plans and take the appropriate measures to solve potential environmental problems, should they arise.

In addition, an external consultant will analyze these data and make recommendations to the Raglan Committee. Finally, an Inuit guide will monitor the eventual environmental modifications and will report them to the Raglan Committee.

1.3 BASELINE STUDY

1.3.1 Sampling techniques

Deficiencies noted in characterizing zooplankton, marine benthos, and marine fish populations resident in Deception Bay; technology used to collect samples questioned (e.g. no large plankton nets, no motorized boats, use of gillnets).

It is important to understand that the objectives of a baseline study are somewhat different from the ones of fundamental studies conducted by universities and research centres. The main objective of a baseline study is to provide basic information on the present biophysical characteristics of the environment for the impact assessment of a project. As opposed to fundamental studies which are usually very specific, baseline studies often deal with many components of the environment (freshwater and marine life, plant communities, birds, land and marine mammals, etc).

For the characterization of the wildlife, the guidelines of the impact study, prepared by the provincial and federal governments, state that the EIS should describe the main land and aquatic animal species found in the territory under study and locate their preferred habitats. The identification of rare or endangered species, as well as more fragile ecosystems was also requested in the guidelines.

We recognize that for the plankton net used for the baseline study work may have underestimated densities of large zooplankton species. We believe that the marine benthic community was however sampled (pooled samples representing the content of three grabs (Ponar grab covering 625 cm^2)) in an appropriate manner. There is no doubt that the use of trawls, seines and/or hoop nets in conjunction with the gill nets would have led to the capture of more species, but the focus was given to the main species, namely the arctic char. Motor boats were available during the entire sampling periods.

Overall, we believe that the sampling methods used as part of the baseline study were adequate and that the requirements of the government guidelines were met.

1.3.2 Ichtyofauna

Little work on fish and other aquatic species; little primary data on fish generated by Roche; description of fish fauna insufficient to allow for later determination of impacts.

The amount of original data collected as part of the baseline study for the Raglan Project is beyond what is usually done for any type of industrial project in the province of Québec. The baseline study answers the guidelines prepared by the federal and provincial governments.

An important faction of the original data on the fish populations of the Deception River system originates from field works conducted by Roche within the frame of the Raglan Project. The amount of information gathered during the preparation of the baseline study and the EIS is sufficient to assess to a satisfying extent the impacts of the project on the fish fauna.

1.3.3 Fish population sizes

Lack of quantitative data on fish population sizes (land-locked vs anadromous).

Methods to determine fish population sizes are complex and usually inappropriate within the context of an EIS for industrial projects. Also, having the best information on population sizes does not guarantee a better evaluation of potential impacts nor good management of biological resources; the present status of the Atlantic cod stocks in North America may be a good case example. In spite of the amount of good data
concerning the stocks and the fish catches by commercial fishermen, these stocks of Atlantic cod declined to a point where the Government authorities had to forbid all commercial fishing in the Atlantic.

1.3.4 Temperature regime in Deception Bay

Measurements of temperature regime of Deception Bay too gross (thermometers used inappropriate to the task).

A more precise determination of temperature profiles in Deception Bay would have been interesting. However, the objectives of the baseline study are different from the ones related to studies specifically dealing with physical oceanography and conducted in universities or research institutions (such as the ex- Saint-Anne-de-Bellevue Arctic Biological station). In the baseline study, the seasonal temperature regime of Deception Bay surface waters was properly characterized to provide a good understanding of the mechanisms influencing the biological resources. In conditions near 0°C and 30 ppt of salts, temperature (or salinity) differences of 1 or 2 °C (or of 1 or 2 ppt) do not represent much ecological differences for the marine organisms living in these waters.

1.3.5 Cd and Pb concentrations in biological organisms

Measurement of cadmium and lead concentrations in fish and other biota of limited value (recorded as < some lower detection limit for the analytical method used); method not sensitive enough to provide measurements at low concentration levels.

Standard analytical methods were used. The detection limits (0,01 mg/kg and 0,1 mg/kg for Cd and Pb respectively) of these methods are well below the quality criteria suggested by the BEST (Bureau d'études sur les substances toxiques) for the marketing of fish (1,0 mg/kg and 10 mg/kg for Cd and Pb respectively). Additional fish sampling will be conducted this summer (1994) and more sensitive analytical methods will be used.

1.3.6 Hg in benthos and marine mammals

Levels of metal concentration, especially mercury, in benthic fauna and marine mammals not determined.

The metal (especially Hg) concentrations were not determined for the benthos and marine mammals. Since Hg increases in the aquatic environment are not expected, determination of the Hg content of aquatic organisms other than fish were judged unnecessary. In the EIS, many reasons were given to explain that the creation of the reservoir will not result in Hg increases in the aquatic environment. The ore contains trace amounts of Hg.

1.3.7 Noise effects from shipping traffic on whales

No data on effect of shipping traffic noise on whales.

Volume 5 of the EIS specifically deals with the impact of shipping activities on marine life. In this volume, section 4.2.4 discusses the effect of the noise from shipping traffic on whales.

1.3.8 Water sampling vs time

Sufficiency of duration of water sampling to correctly characterize baseline water quality.

Water characteristics have been determined in 1981, 1990, 1991, 1992 and 1993. A water sampling campaign is also planned for July 1994. In 1991, sampling was carried out every two weeks during most of the runoff period. If this is not sufficient, many impact studies should be rejected on the same basis.

1.3.9 Inuit harvesting of biological resources

No harvest data on ringed seal and other seasonally used species; all harvest info dated and vague.

The data on the species harvested according to the seasons for the period covering 1980 to 1993 are most often limited to a few species and are fragmentary, namely available over short sequences of a few years. The data compiled from 1976 to 1980 (inclusively) by the Comité de recherche sur la récolte autochtone de la Baie James et du Nord québécois (CRRA) are the only ones that cover all the species harvested by the populations of a Inuit villages during a precise period (see tables 4 and 5 of Volume 3 of the Environmental Baseline Study; also presented in appendices 4 and 5).

From 1980 to 1993, the available data are those which are presented in Volume 3 of the Environmental Baseline Study, namely for the beluga whale and walrus up until 1985 (p. 54) as well as for the polar bear, caribou and wolf (Table 6 in appendix). For the caribou and the wolf, the compilation of data in the villages ended on May 31, 1990. In summary, only the polar bear continues to be the subject of an annual count. In the enclosed tables, the reader will find the last results of these counts supplied by the Kuujjuaq office of the ministère de l'Environnement et de la Faune (MEF).

In conclusion, it should be noted that Makivik collects data on fish catches in the communities each year. However, when contacted by the MEF officer, Makivik indicated that these data could not be provided as Makivik deemed that they were "unusable, too incomplete".



Recorded harvests of polar bears by village, Kangiqsujuaq and Salluit, 1989-90 to 1992-93

Polar bear	89-90*	90-91*	91-92*	92-93*
Kangiqsujuaq	7	0	6	. 7
Salluit	5	3	0	1

From June to May.

Source: Ministère de l'Environnement et de la Faune, Kuujjuaq Office, 1994.

1.3.10 Monitoring of Hg in Inuit populations

Mercury data on population of Salluit from late 70's/early 80's; any follow up work?

In 1992, Santé-Québec undertook a survey on the state of health of the Inuit of the 14 villages of Nunavik. Four questionnaires, one of which included a section on contaminants, were completed in each village by a part of the population constituting a representative sample of the local inhabitants.

The results of this survey will be published in September 1994 by Santé-Québec. The person in charge of the survey and the preparation of the report is Éric Dewailly. The final report has been completed but, as it is being translated into Inuktitut, it is impossible to obtain even partial results of the analyses carried out before the date indicated above.

1.4 GENERAL

1.4.1 Method of impact assessment

Judgements on significance of impacts - whose opinion do they reflect, what criteria used to establish significance?

The method used to analyze the impacts of the project on the environment is largely inspired by Hydro-Québec's impact studies of large-scale hydroelectric projects. The method was chosen because it has already been tested on several different projects and because the people likely to be reading the present impact study are very probably familiar with the method.

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The potential interrelations between human activities and the elements of the environment are presented in an interrelation grid in the form of a two-dimensional matrix known under the name of Leopold Matrix¹. This interrelation grid is recognized and has been used for several years in most of the impact studies carried out in Québec. This tool makes it possible to establish by cross-reference the cases where an element of the environment could be affected by one of the sources of impact. These interrelations, determined on the basis of the knowledge from environment characterization studies and the experience acquired during the carrying out of mining project impact studies and other large-scale projects, make it possible to detect the sources of impact that have effects on the environment as well as the elements of the environment affected by the project.

The importance of the impacts takes into account four criteria:

- the intensity of the disturbance;
- the scope of the disturbance;
- the duration of the disturbance;
- the value of the element of the environment.

The use of these criteria allows the determination of whether the impact is major, intermediate or minor. This method also allows the evaluation, be means of a single chart, of the environmental, social and economic impacts. In addition, the type of impact can be evaluated as positive, negative or undetermined. The latter case is considered an interaction rather than an impact. Finally, a negative impact can be alleviated or not.

The evaluation of the intensity, of the range and of the duration of a disturbance as well as of the value of an element of the environment has been made by specialists who know the Northern Québec environment well and who have considerable experience with the analysis of the environmental impacts of large-scale projects.

¹ Leopold, L.B., F.E. Clarke, B.B. Hanshaw and J.R. Balsley, 1971. A procedure for evaluating environmental impact. Geological Survey Circular 645. U.S. Dept. Interior. Washington D.C.

2.0 RECOMMENDATIONS

2.1 Operating Practice

2.1.1 Winter shipping

Annual reconnaissance of ice conditions before ship departure to Deception Bay to assess conditions at the shorefast ice edge and measure local ice thickness.

There is no need to conduct a systematic reconnaissance of ice edge conditions and local ice thickness before ship departure to Deception Bay for the following reasons:

- 1) It is not possible to adjust year to year trip schedule with weather or ice forecast since a trip to Deception Bay has to be prepared approximately 10 months in advance.
- 2) The demonstration voyage by the MV Arctic was carried in the worst ice conditions and showed the ability of the ship to meet such conditions. Also, the ship will probably use the western route around Charles Island instead of the eastern route. The eastern route, which is characterized by heavy ridges and heavily deformed ice, is more difficult than the western route.
- 3) The ship is receiving satellite images of the region as well as radar imagery from the Atmospheric Environment Service. This information is used to direct the vessel into channels and zones of thinner ice.
- 4) General information on ice pattern and thickness will be gathered during the trip, thus increasing the database on ice conditions.

2.1.2 Dust

Wetting down roads, as necessary.

As mentioned in our answer to question 1.1.2, Falconbridge will take the appropriate measures to handle this problem if it happens. The control method will be submitted to the Raglan Committee.

2.1.3 Noise

Use of mufflers on compressors, drills, mobil equipment, etc.

The use of mufflers on compressors, drills, mobil equipment, etc. is a standard for Falconbridge operation. Consequentially, this practice will be carried out during the exploitation of the Raglan property.

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Collection of runoff around borrow pits, diversion to settling pond.

No specific provision was made for the diversion and collection of the runoff around borrow pits since there is no need.

2.2 MONITORING

2.2.1 Dust and smoke

Visual monitoring; dust/smoke measurement around stacks and other point sources of dust emissions, including blasting in open pits and quarries (borrow zones).

Falconbridge will do visual monitoring of the dust sources (stacks, open pits, quarries). If a problem is noted by the supervisors, whose activities include the surveillance of this aspect on a regular basis, the appropriate measures will be taken. If deemed appropriate, the required measures will be taken in consultation with members of the Raglan Committee.

2.2.2 Tailings impoundment

Should be regular sampling of restored tailings area to verify incorporation into permafrost, and periodic monitoring thereafter.

It is already planned, as required by Directive 019, to carry out a monitoring on the tailing impoundment area dikes as well as on the effluent generated. The results of this monitoring will be transmitted to the Raglan Committee, if requested.

Moreover, and as mentioned in question 1.1.5, thermistors will be installed to monitor the evolution of the temperature in the tailings.

2.2.3 Solid waste disposal

Extend monitoring viz. permafrost to all waste disposal sites including domestic wastes.

The solid waste disposal will take place in accordance with the Regulation respecting solid waste (Q-2, r.14), which authorizes the disposal using a northern environment depot method.

As the temperature is always very low in the region and as the waste will be regularly covered, there will be very little bacterial activity on the disposal sites. As a result, we do not anticipate environmental problems resulting from the disposal of solid waste refuse. The use of a site involves applying for a certificate of authorization from the

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ministère de l'Environnement et de la Faune, and the management of the site will meet the requirements of this certificate.

The solid waste disposal site monitoring program will meet the requirements of the appropriate Regulation. If special problems are noted, they will be discussed with the members of the Raglan Committee, and the appropriate measures will then be taken.

2.2.4 Fish

Increase frequency of fish flesh sampling.

The proposed sampling frequency for the monitoring of metal concentrations in the arctic char is one time every **three years (was previously five years)**. Sediments and water in Deception River will however be sampled once every year. Any increase of the metal concentrations in the aquatic environment will rapidly be detected by the frequent sampling of water and sediments.

It should be noted that when judged appropriate, additional sampling may be conducted, and a more frequent assessment of the content of metals in fish is possible. For example, Falconbridge decided to conduct a second characterization study (dealing with hydrology, water quality and fish), to update the information collected in 1991 during field works. As part of this second study (which is planned to start in June or July 1994), more sensitive analytical methods will be used to determine metal concentrations in the flesh and the liver of the Arctic char.

Include measures of response to metals, e.g. metallothionein response tests (early warning system for humans).

The program of bioassays (method and frequency of testing) proposed in the EIS conforms to the actual provincial and federal regulations. The proposition of the inclusion of metallothionein (MT) response tests in the monitoring of the Raglan project is discussed in the following paragraphs.

In the literature, there is much support for the view that the principal binding protein for toxic metals in mammalian liver and kidney is metallothionein. Once outside of this class of organisms, however, the generalization no longer holds.

To evaluate the possible utility of MT in monitoring programs, one needs to ask what is gained by measuring tissue MT levels instead of environmental or tissue concentrations of total metals. It is easier to measure total tissue concentrations of metals than to determine their distribution among binding sites (molecules or cell constituents) such as MT. Therefore, significant information about environmental contamination and bioavailability of metals can be obtained about metal exposure without considering in which fraction particular metal binding proteins are found. Moreover, there are difficulties associated with the interpretation of the meaning of metallothionein levels in cells (Petering *et al.*, 1990).

In fact, mammalian MT is induced not only by metal exposure but also by additional factors such as environmental stresses. In the case of fish, a study reports the elevation of binding protein concentration as a stress response (Petering *et al.*, 1990) while in another, the results indicate that the induction of teleost hepatic MT-like proteins appears to be more metal-specific (in opposition to environment-specific including both metal exposure and stress as discussed farther) than in mammalian. Though, the paucity of data concerning the induction of MT following stress in teleosts prevents any recommendation (Benson *et al.*, 1990). Moreover in field conditions, there may be seasonal variations in tissue binding protein concentrations (Petering *et al.*, 1990). These results suggest that not only metal exposure seems to cause MT induction.

In that sense, Garvey (1990) recognized that MT is a potential biomonitor for the assessment of exposure of animals to environmental toxins <u>and</u> to stress. Petering and coworkers (1990) share this idea by suggesting that with the possible involvement of MT in metal exposure, stress, and the response of organisms to organic electrophiles (polar molecules) and free radicals, the potential exists to learn much about environmental conditions from examining the behaviour of MT in various field situations.

In other studies on fish, cadmium was sequestered in the liver, kidney and gills by two low molecular weight non-MT proteins for which no excretion mechanism appears to exist. No cadmium was found in association with MT under any of the conditions studied when the toxic metal was administered to the rainbow trout in their aquarium water (Thomas *et al.*, 1983a; Thomas *et al.*, 1983b; and Thomas *et al.*, 1985 in Kay *et al.*, 1987). From these results, one can think that a better characterization of the binding-proteins involved in metal sequestration in fish is also required.

Another fact precluding the choice of MT monitoring is the complex determination of metallothionein concentrations. In fact, because the protein has no known catalytic function, its measurement must be based on the quantitative assay of the protein itself. At least five methods could be used to quantify MT, each presenting problems and limitations (Petering *et al.*, 1990).

Therefore, the regular use of metallothionein as a biomarker for metal exposure is premature. As Petering and coworkers (1990) suggested, an extensive MT knowledge base derived from the direct study of particular non-mammalian organisms has to be established before making any recommendation on the use of MT to assess the degree of metal contamination in the aquatic environment.

Three year post-production monitoring period too short; post-production monitoring of fish should be conceived in terms of generations of char, at least three.

The restoration plan will be submitted to the KRG and will have to be approved by the MEF and MRN. Scientific and technical information accumulated during the operation phase of the project will allow the development of an adequate monitoring program following the decommissioning of the mine, and the duration of the monitoring for each topic of concern.

2.2.5 Water quality

Establish water sampling stations upstream of project site.

A sampling station is already planned upstream from the project; the latter corresponds to the potable water reservoir.

Monitor potable water supply for E. coli on a daily basis on site.

The Regulation respecting potable water specifies the frequency of the analyses that must be carried out according to the number of persons served by the potable water source. The monitoring of the quality of potable water will meet these requirements and will even exceed them for certain parameters. It is important to recall that an ultra-violet treatment system (decentralized) is planned to efficiently destroy (99,99 %) the bacteria that may be present in the water. As a result, a daily monitoring of bacteria (E. Coli) is not necessary, especially as there is no potential source of contamination by bacteria upstream from the potable water source, which further reduces the likelihood of finding bacteria.

Monitor biodisc effluent for chemical oxygen demand on a weekly basis on site.

Otherwise, as for the effluent from the biodisks, the proposed monitoring program that will be carried out by Falconbridge will include chemical oxygen demand on an annual basis even if this aspect is not regulated. It should be noted that this monitoring program meets the requirements of the ministère de l'Environnement et de la Faune (see appendix 8).

Have a qualified sanitary/environmental engineer on site.

Finally, a specialized technician will reside on site to ensure the proper operation of the system and to solve, if any, the problems that could happen. If needed, the technician could demand the assistance of a sanitary/environmental engineer to correct specific problems in the system.

2.2.6 Deception River

Monitor spring flows.

We already plan to continue the flow measurements. These measurements were taken in 1982, 1991, 1992 and 1993 and will be taken again this summer (June or July, 1994). During the operating period, it is also planned to monitor the flow at the outlet of the potable water reservoir, which is located in Deception River.



2.2.7 Economic species harvests

Update harvesting data every five years with check samples taken the third year of every five year interval.

The Raglan Committee will be in charge of identifying the species of economic interest. Meetings will be held with the Inuit to determine the volume of catches of the identified species of economic interest and to highlight, where applicable, the problems encountered in relation to catches. These eventual problems will be reported to the Raglan Committee, and appropriate measures will be taken to rectify the situation.

It should be noted that monitoring of Arctic char is already planned every three years (see question 2.2.4).

2.3 BASELINE STUDY

During the summer of 1994, Falconbridge has conducted a field campaign:

- 1) to update the results of the characterization of the Deception River water;
- 2) to assess the importance of the Arctic char populations (landlocked and anadromous) in the Deception River system;
- 3) to update the results relative to metal concentrations in fish muscles and evaluate liver metal levels;
- 4) to characterize the 1994 hydrological regime at Katinniapik.

The details of this campaign is presented in appendix 7. The relevant reports should be completed by March 1995.

2.3.1 Additional field work on marine plankton and benthos

Additional intense field work on both plankton and benthos (which are particularly sensitive to mine tailings) within Deception Bay.

There will be no mine effluent directly discharged into the marine environment. Effluents will be discharged about 100 km upstream from the mouth of the river. At the confluence of Lac Françoys-Malherbe, the water quality should respect the quality criteria for the full use of a water body. Tailings will be confined within impervious berms and covered by a layer of inert unconsolidated materials to prevent dispersion caused by wind erosion and allow the permafrost upraise into the tailings.

If any problem is noted, additional study will be possible. As for now, since no problem or impact is anticipated on marine plankton and benthos present within the Deception Bay, it is not judged necessary to do additional field work.

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2.3.2 Sediment characterization at the south shore of Deception Bay

Better characterization of asbestos/hydrocarbon in sediments at the south shore of Deception Bay; GC-FID or GC-MS.

As part of the baseline study, a total of 33 stations scattered all over Deception Bay were sampled for the characterization of sediments and many parameters (mainly metals) were analyzed. Falconbridge is however willing to do some more work for a better characterization of hydrocarbons in sediments at the south shore of Deception Bay. More work on the content of asbestos in the sediments may however be unnecessary as asbestos fibres were only found in front of the wharf and since environmental problems in relation to the presence of asbestos fibres in the sediments of Deception Bay are not expected.

2.3.3 Inuit harvesting of biological resources

Update data on economic species harvests and present harvesting patterns.

As mentioned previously, the data available on the species harvested by the Inuit populations since 1980 are limited to a few species and, in these cases, most often cover short periods (see answer to point 1.3.9).

Another potential source of data on the species having an economic impact is the list of furs registered at the annual auctions on the Canadian market. These data are available by village.

In the case of Salluit, from 1988-89 to 1992-93 (inclusively), a single fur was recorded annually, except for in 1991-92 when there were 114 furs including 111 Arctic fox furs. During the same five-year period, an annual variation of 3 to 36 furs sold was recorded, except for in 1991-92 when 163 furs were sold, including 162 Arctic fox furs.

During the previous years, namely from 1983-84 to 1987-88 (inclusively), from 0 to 32 furs were recorded, except for in 1987-88 when 578 furs sold were recorded, including 560 Arctic fox furs. During the same period, at Kangiqsujuaq, the number of furs sold varied from 0 to 232, except for in 1987-88 when 894 furs were recorded. Fox furs constituted almost all of the catches recorded in Kangiqsujuaq during this period.

It should be noted that of the two communities, only Kangiqsujuaq recorded seal skins sold during this 10-year period: 2 in 1983-84 and 7 in 1984-85.

The present conditions of harvesting by the Inuit were documented in the "Baseline" (Volume 3). Their updating involves a long-term survey the results of which are likely to only slightly differ from those of Kempt (CGR Orientation). The survey of Paul Papigatuk remains the most recent but covers too limited a zone to update the "patterns".

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2.3.4 Char spawning grounds

More specific identification of char spawning ground required.

Falconbridge is willing to conduct more field work to better locate the char spawning grounds. However, it should be noted that the main char spawning grounds of the Deception River system are likely located at the outlet of the three major lakes located in the downstream portion of Deception River. In September 1991, for instance, chars spawning in the water course connecting Lac Watts to Lac Françoys-Malherbe were observed. Furthermore, one should keep in mind that even if the downstream section of Deception River (up to the migration barrier) presents potential spawning grounds, wintering habitats in this river are rare (only the pools do not freeze to the river bed) and probably of poor quality (water circulation is reduced and food is scarce).

2.3.5 Metal analyses on fish flesh and liver

Redo sampling for metals, including fish liver as well as muscle tissue, using more sensitive analytical methods, like flameless AA or Zeeman flame with preconcentration, even though metal concentrations at present appear to be low.

As said earlier, a fishing campaign on Deception River is already planned for June or July 1994. As part of this campaign, flesh and liver samples will be analyzed by using more sensitive analytical methods.

2.3.6 Ecotoxicology of Hg in the marine and freshwater ecosystems

More complete survey of mercury and other metals in both freshwater and marine foodchains, including identification of the pre-development pathways to the food organisms; survey should include benthos, phytoplankton, zooplankton, macroinvertebrates (marine mammals) and forage fish.

It sure would be very interesting to gather more information on this matter, but we think that the characterization studies conducted over the last few years are sufficient within the frame of this EIS since there is no significant increase of metal concentrations expected.

2.3.7 Fish populations and wintering grounds

Quantitative studies of fish populations in important char wintering areas.

This information would also be interesting but the project doesn't affect important char wintering areas. Falconbridge would be pleased to participate to such studies that would be conducted by the Canadian Department of Fisheries and Oceans or universities.

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2.3.8 Bathymetric map of Lac Watts and sediment coring

Bathymetric map of Lac Watts (headwater lake); if a deep sediment area, then take sediment cores to reconstruct history of contamination.

A bathymetric survey of Watts and Françoys-Malherbe lakes was conducted in September 1990, and bathymetric maps of these two lakes were drawn. These maps could be furnished on demand. The project will not affect these two lakes since activities (except for those occurring at Cross Lake) take place outside the watershed. A survey to document the historical evolution of the quality of sediments would be interesting, but outside the specific environmental concerns related to the Raglan project.

2.4 GENERAL/INFORMATION

2.4.1 Monitoring data

Monitoring data should be shared with Inuit.

All the monitoring data gathered during and after the exploitation period will be presented to the Raglan Committee and eventually, shared with the village populations if the Committee judged appropriate to do so.

2.4.2 On-going review

On-going review procedures of project from final engineering through development and production phases, should be set up and carried out by Inuit or representatives.

This will be done pursuant to the terms of the agreement currently being negotiated with Makivik and al.

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Table 8.1 Guidelines for the final effluent

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Parameter ·	Maximum acceptable concentration (monthly arithmetic mean) (mg/l)
Arsenic (As)	0,5
Copper (Cu)	0,3*
Nickel (Ni)	0,5*
Lead (Pb)	0,2*
Zinc (Zn)	0,5*
Iron (Fe)	3,0
Suspended solids	25,0
Oil and grease	15,0
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pH (no units)	From 6,5 to 9,5

1) There will be no monitoring of cyanides since they are not used in the concentration process. The absence of acute toxicity in the final effluent is required.

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* The sum of the concentrations for Cu, Pb, Zn and Ni is not to exceed 1,0 mg/l.

Source : Menviq (1989). Directive 019

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Table 8.2 Sampling frequency according to parameter

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TABLE 8.2	Sampling frequence	y according to parameter
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	Frequ	edcy	
Continuous	Weekly	Variable *	Amual
pH	Conductivity	Total arsenic	Total aluminium
Flow	Suspended solids	Total copper	Total cadmium
	Temperature	Total nickel	Total chromium
		Total lead	Total cobalt
		Total zinc	Total manganese
		Total iron	Total mercury
		Oil and grease	Total hardness
			Ammonia
			Nitrites and nitrates
			Total alkalinity
			Dissolved inorganic carbon
			Dissolved organic carbon
			Total phosphates
			Sulfates
			Sulfides
			Thiosulfates
			Cyanates
			Thiocyanates
			Daphnia bioassay
			Microtox bioassay
			Bioassay with rainbow trouts **

* See table 8.3

** Bioessays conducted according to the federal guidelines for metal mining effluents (Fisheries Act).

Source : Menviq (1989). Directive 019

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Table 8.3 Parameters showing variable sampling frequency

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Parameter (mg/l)0.500.20Total arsenic0.500.20Total copper0.300.05Total nickel0.500.30Total lead0.200.10	0,20	0,10	
0.50 0.30 0.20	0,20	0,10	
0.30 0.50 0.20	0,05		0,10
0.20		0,025	0,025
0,20	0,30	0,10	0,10
	0'10	0,05	0,05
Total zinc 0.50 0,20 0,20	0,20	0,10	0'10
Total iron 3.00 2.00	2,00	1,00	1,00
Oil and grease	•	If present	If absent

Source : Menviq (1989). Directive 019

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TABLE 8.3 Parameters showing variable sampling frequency

Table 4 Total harvest all speciesSalluit, 1976-1980

Table 4 TOTAL HARVEST ALL SPECIES, SALLUIT, 1976-1980

						Total	Annual
	1976	1977	Year 1978	1979	1980	hervest	average
	9 601	2,623	787	1,264	1,482	8,747	1,749
kinged scal	2,591	9 5	71	131	155	6 39	128
Bearded seal	180		*	2	39	138	28
Breenland scal	43	23	•	0	0	2	9
Harbour stal	0	2	-	42	50	291	60
Beluga	6 6 '	104	36	5	36	55	11
Walnus	13	1	. 0		4	17	3
Polar bear	11	0	0	2	-	. (•
Caribou	C	29	22	52	50	153	31
Wolf	. 0	2	14	C	4	20	4
Arcuic fox	133	1,042	891	583	118	2,767	\$ 53
• · · · · · · · · · · · · · · · · · · ·	2,025	1,083	2,727	6,538	4,330	16,703	3,341
Snow goose	621	328	471	1,249	984	3,659	732
Canada goose	892	\$55	206	1,055	582	3,292	658
Ducks / brant	1,682	761	27	1,901	406	4,777	955
Duck eggs	5.a.	B.4.	5.4	0	0	0	0
Goost eggs	2,508	963	449	2,087	1,349	7,356	1,471
Murres	158	18	25	130	18	349	70
Black guillemot	34	34	27	55	21	171	34
		-		•	100	238	48
Arctic hare	. 23	32	47	36		23° 36,521	7,304
Grouse / plannigan	6,888	7,206	8,431	5,564	8,432	-	27
Snowy owl	16	48	47	25	1	137	• *
Arctic char	19,638	7,525	7,792	12,527	17,789	65,271	13,054
Salmon	0	C	0	C	0	0	0
Lake prout	1,554	1,114	486	\$36	858	4,848	970
Gadus ogac	672	61	123	104	25	985	197
Coregonid fish	36	27	27	4	Ċ	94	19
Brook trout	16	\$9	25	10	949	1,059	212
Sculpins	1,230	5 93	263	219	435	2,740	548
Arctic char landlocked	56 6	197	71	650	470	1,954	391

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Source : CRRA. 1988

Table 5 Total harvest all species Kangiqsujuaq, 1976-1980

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TOTAL HARVEST ALL SPECIES, KANGIQSUJUAQ, 1976-1980

	-		Year			Total	Annua
	1976	1977	1978	1979	1980	barved	everage
Ringed acal	4,740	2,624	1,313	2,451	2,195	13,323	2,665
Bearded scal	213	92	64	91	95	562	112
Greenland seal	58	61	27	15	18	179	36
Harbour scal	6	C	1	1	8	16	3
Beloga	98	318	62	74	37	389	78
Walrus	4	7	0	0	9	20	4
Polar bear	4	8	16	10	9	47	9
Caribos	71	139	<u>22</u> 7	184	235	856	171
Wolf	0	0	O	o	0	0	C
Arctic fox	237	569	1,335	421	127	2,689	\$38
Show goose	429	88	24	175	363	1,079	216
Canada goose	319	96	59	239	283	996	199
Ducks / brani	1,203	528	25 2	\$ 65	577	3,125	625
Duck eggs	3,316	6,994	1,182	2,592	2,025	16,109	3,222
Goose eggs*	D.S.	D.4.	R.A.	30	· 42	72	36
Митех	672	341	36	80	8	1,137	227
Black guillemot	338	109	32	59	16	554	111
.00n	27	11	5	34	215	292	58
Arctic here	126	69	85	52	31	363	73
irouse / plarmigan	2,179	2,093	1,695	2,670	1,681	10,318	2,064
nowy owl	4	19	16	10	0	49	10
raic cher	10,426	8,143	6,340	9,975	15,650	50,532	10,106
almon	4	0	0	O	° 0	4	1
ake trout	755	950	630	563	405	3,303	661
adus egac	31		11	7		65	13
oregonid fish	3	C	0	0	0	3	1
rook trout	73	23	0	7	0	103	21
alpins	2,376	540	763	657	708	5,044	1,009
rctic cher landlocked	519	264	138	223	108	1,252	250

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* Average for two years

B.A.: not available

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Source : CRRA. 1988

Table 6 Reported harvest by species and by village Kangiqsujuaq and Salluit, 1976-1980, 1987-1990

Table 6

REPORTED HARVEST BY SPECIES AND BY VILLAGE, KANGIQSUJUAQ & SALLUIT, 1976-1980, 1987-1990

Kangiqsujuaq

			Year			Reported	5 years		Year."	
	1976	4461	8791	1979	1980	harvest	average	1987-88	1988-89	1989-90
Polar bear	-		5	0	6	47	•	•		1
Caribou	11	661	121	184	235	R56	1/1	376	470	1 .1
Wolf	0	Û	0	0	0	c	•	9	٢	-

Salluit

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			Year			Reported	5 years		Years.	
	9161	1977	87.01	1979	1980	harvest	average	1987-88	1988-89	1989-90
Polar bear	Ξ	0	Ð	7	4	4	•	7		7
Caribou	C	53	22	52	20	153	31	517	728	đ
Wolf	0	2	1	0	4	20	-	7	7	n.e.

• From January to December •• From June to May n.a.= not available



Sources : 1) 1975-80, CRRA 1988 2) 1987-90, MLCP, Kuujjuog

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Campagne de terrain (qualité de l'eau et pêche d'ombles chevaliers) à Katinniq et Baie Déception en 1994

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ANNEXE 1

MÉTHODES QUI SERONT UTILISÉES POUR L'ANALYSE DES ÉCHANTILLONS D'EAU

PARAMETRE	MÉTHODE	RÉFÉRENCE	LIMITE DE DÉTECTION mg/l	PRÉCISION (%)
Alcalinité totale	Titrage à pH 8,3 et 4,5	Std Méth 1992 18' ed 2320B	1	4,0
Aluminium	Absorption atomique Four au graphite	Std Méth 1992 18 ^e ed 3113B	0,003	
Arsenic	Absorption atomique Génération des hydrures système en continu	Std Méth 1992 18' ed 3114C	0,001	2,5
Azote ammoniacal	Nesslérisation	Std Méth 1992 18 ^e ed 4500-NH ₃ C	0,01	4,0
Baryum	Absorption atomique Four au graphite	Std Méth 1992 18 ^e ed 3113B	0,01	54 44
Bore	Colorimétrie à la carmine	Std Méth 1992 18 ^e ed 4500-BC	0,1	1,2
Cadmium	Absorption atomique Four au graphite	Std Méth 1992 18 [°] ed 3113B	0,0005	
Calcium	Absorption atomique Aspiration directe	Std Méth 1992 18 ^e ed 3030E-3111B	0,01	4,2
Carbone inorganique dissous	Conductivimétrie	MENVIQ 88.10/303 C.1.1	0,2	
Carbone organique dissous	Conductivimétrie	MENVIQ 88.10/303 C.1.2	0,2	~~
Chlorures	Argentométrie	Std Mth 1992 18 ^e ed 4500 Cl ⁻ B	1	4,2
Chrome	Aspiration atomique Four au graphite	Std Méth 1992 18 [°] ed 3113B	0,001	

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TABLEAU DE MÉTHODES - EAUX - 1994

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PARAMETRE	MÉTHODE	RÉFÉRENCE	LIMITE DE DÉTECTION mg/l	PRÉCISION (%)
Cobalt	Absorption atomique Four au graphite	Std Méth 1992 18 [°] ed 3113B	0,001	
Conductivité	Conductivimètre (HACH)	Std Méth 1992 18 ^e ed 2510B	0,05 µmho/cn	n 5,0
Cuivre	Absorption atomique Aspiration directe	Std Méth 1992 18 ^e ed 3030E-3111B	0,01	8,3
Cyanures totaux	Distillation avec H ₂ SO ₄ / MgCl ₂ Analyse par colorimétrie à l'acide barbiturique	Std Méth 1992 18 [°] ed 4500 CN [°] C Std Méth 1992 18 [°] ed 4500 CN [°] E	1	
Dureté totale	Complexométrie à l'EDTA	Std Méth 1992 18 ^t ed 2340C	1	2,9
Fer	Absorption atomique Aspiration directe	Std Méth 1992 18° ed 3030E-3111B	0,02	5,8
Fluorures	Electrode spécifique avec ou sans distillation	Std Méth 1992 18 ^e ed 4500-F-B 4500-F-C	0,05	3,6
Huiles et graisses totales	Extraction au soxhlet avec le fréon Traitement au gel de silice Dosage par infra-rouge	S.M. 503 A (10) S.M. 503 E (10) S.M. 503 B (10)		0,1 mg/l
Magnésium	Absorption atomique Aspiration directe	Std Méth 1992 18 ^e ed 3030E-3111B	0,01	10,5
Manganèse	Aspiration atomique Aspiration directe	Std Méth 1992 18 ^e ed 3030E-3111B	0,01	7,8
Mercure	Absorption atomique Vapeurs froides	Std Méth 1992 18 ^e ed 3112	0,0001	13,3
Nickel	Absorption atomique Aspiration directe	Std Méth 1992 18 [°] ed 3030E-3111D	0,01	9,8

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TABLEAU DE MÉTHODES - EAUX - 1994

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PARAMETRE	MÉTHODE	RÉFÉRENCE	LIMITE DE DÉTECTION mg/l	PRÉCISION (%)
Nitrates	Réduction au Cd-Cu Colorimétrie avec le sulfanilamide	Std Méth 1992 18° ed 4500-NO3E	0,01	2,0
Nitrites	Colorimétrie avec le sulfanilamide	Std Méth 1992 18 ^e ed 4500-NO ₂ B	0,005	2,0
рН	pH-mètre	Std Méth 1992 18 ^e ed 4500-H*B		±0,1
Phosphore total	Digestion acide et colorimétrie à l'acide ascorbique	Std Méth 1992 18 ^e ed 4500-PB-4 4500-P-E	0,01	9,1
Plomb	Absorption atomique Four au graphite	Std Méth 1992 18° ed 3111B	0,005	
Potassium	Émission Aspiration directe	Std Méth 1992 18 ^e ed 3500-K D	0,1	12,5
Sélénium	Absorption atomique Génération des hydrures système en continu	Std Méth 1992 18° ed 3500-Se C	0,001	12,0
Sodium	Émission Aspiration directe	Std Méth 1992 18° ed 3500 Na D	0,01	17,3
Solides dissous totaux	Gravimétrie à 180°C	Std Meth 1992 18 ^t ed 2540 C	1	7,2
Solides totaux (MES)	Gravimétrie à 103-105°C	Std Méth 1992 18 ^e ed 2540B	1	6,0
Solides volatils (MESV)	Gravimétrie à 550°C	Std Méth 1992 18° ed 2540E	1	10,0
Sulfates	Turbidimétrie	Std Méth 1992 18 ^t ed 4500-SO ₄ ²⁻ E	1	1,7
Zinc	Absorption atomique Aspiration directe	Std Méth 1992 18 ^e ed 3030E-3111B	0,01	8,2

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ANNEXE 2

INFORMATIONS COMPLÉMENTAIRES SUR LE Cd, Cu, Ni et Pb

Les poissons accumulent le Cd de façon préférentielle dans le foie, les reins et l'intestin mais les branchies et l'ensemble du corps peuvent également en accumuler. Rien n'indique qu'il y ait bioamplification du Cd dans le réseau alimentaire aquatique. En ce qui concerne le Cu, les concentrations mesurées dans le foie et les branchies de poissons reflètent bien les conditions environnementales d'exposition au Cu. Il ne semble pas y avoir bioamplification du Cu (et du Ni) au sein du réseau trophique, pas plus qu'il n'y aurait de transformation de ces deux métaux (contrairement au Hg qui peut être biométhylé) dans l'environnement aquatique.

Le Ni est le plus mobile (il passe facilement des sédiments à l'eau et vice-versa) des métaux lourds. Les facteurs de bioconcentration du Ni sont en général les plus élevés chez les plantes, moyens chez les invertébrés et les plus faibles chez les poissons. Tong (1974) a d'ailleurs montré que le Ni ne se bioaccumule pas dans le touladi, espèce présente dans le lac Raglan et de la même famille que l'omble chevalier. La distribution du nickel dans les tissus des poissons semble peu connue. Une étude effectuée par le ministère des Pêches et Océans (Nadeau et al. 1984) sur la teneur en métaux de la chair de plusieurs espèces de poissons retrouvés dans les lacs du Québec a montré des teneurs en nickel souvent inférieures à la limite de détection (0,1 mg/kg) de la méthode d'analyse. Dans la mer du Nord, Wright (1976) a observé des concentrations en nickel dans les muscles de poissons marins excédant 7 mg/kg. L'anguille européenne peut accumuler le nickel dans les muscles et le foie jusqu'à des concentrations moyennes excédant 15 mg/kg.

On n'a pas réussi à démontrer qu'il y a bioamplification du plomb dans l'environnement aquatique. La toxicité du plomb pour les poissons est inversement proportionnelle à la dureté de l'eau et à l'oxygène dissous. Le plomb se dépose sous forme de film coagulant sur les muqueuses des poissons. Tout comme le mercure, le plomb peut être biométhylé, ce qui remettrait en circulation le plomb accumulé dans les sédiments. Il semble que seuls les composés solubles du plomb soient toxiques pour la vie aquatique. Une exposition de longue durée au plomb (à une concentration de 120 mg/l) entraînerait un ralentissement de la croissance et une déformation de la colonne vertébrale chez l'omble de fontaine (Holcombe, 1976). Le métal s'accumulerait de façon sélective dans le foie et les reins.

CAMPAGNE DE TERRAIN (QUALITÉ DE L'EAU ET PÊCHES D'OMBLES CHEVALIERS) λ KATINNIQ ET BAIE DÉCEPTION EN 1994

Qualité de l'eau

L'objectif principal de la campagne d'échantillonnage de l'eau qui est prévue pour le printemps 1994 est de déterminer les caractéristiques physico-chimiques de l'eau de la rivière Déception en utilisant les méthodes analytiques les plus sensibles qui soient pratiquement possible d'utiliser. Les résultats qui découleront de cette campagne serviront également à l'étude de la variabilité temporelle de la qualité de l'eau et à l'actualisation des données qui avaient été recueillies (en 1991) lors de la campagne d'échantillonnage ayant servi à produire l'étude de base effectuée dans le cadre du projet Raglan. Bien que cette campagne n'est pas spécialement conçue pour s'assurer du respect de l'ensemble des critères de qualité de l'eau pour consommation humaine, celle-ci pourra également servir à confirmer (pour plusieurs paramètres) la qualité de l'eau pour cet usage.

L'échantillonnage de l'eau sera effectué une seule fois en période de crue. Au total, dix stations d'échantillonnage sont prévues (voir carte 1), soit:

- une station sur la branche Est de la rivière Déception;
- la rivière Déception en amont et en aval de Weiser Creek;
- une station sur Weiser Creek;
- une station sur la rivière Déception Est;
- une station sur la rivière, en aval de la rivière Déception Est;
- une station à l'exutoire du lac François-Malherbe;
- la rivière Déception en amont et en aval de l'exutoire du lac François-Malherbe;
- une station dans le réservoir de Donaldson.

Les paramètres qui seront analysés sont sensiblement les mêmes que ceux qui ont été analysés lors de la campagne de 1991, à savoir: Aluminium, alcalinité totale, arsenic, azote ammoniacal, cadmium, calcium, carbone organique dissous (COD), carbone inorganique dissous (CID), chlorures totaux, chrome, cobalt, conductivité, cuivre, dureté totale, fer, huiles et graisses totales,

manganèse, magnésium, matières en suspension (MES), matières en suspension volatiles (MESV), mercure, nickel, nitrates, nitrites, pH, phosphore total, plomb, potassium, sélénium, sodium, solides dissous totaux, sulfates, température et zinc. Ces paramètres correspondent

Il est à noter que les analyses concernant les métaux sont des analyses totales (i.e. toutes les formes chimiques disponibles du métal sont mesurées). De plus, les deux échantillons prélevés dans le réservoir de Donaldson pourraient être analysés pour vérifier le respect des normes de potabilité de l'eau qui sont présentées aux articles 3 à 5 du Règlement sur l'eau potable (Q-2, r.4.1). Si l'on effectue les analyses mentionnées précédemment, il faudrait alors ajouter les analyses suivantes pour ces deux échantillons: coliformes fécaux, coliformes totaux, turbidité, Ag, Ba, B, cyanures totaux et fluorures (à noter qu'on laisse tomber l'analyse d'uranium). Les méthodes d'analyse qui seront utilisées, de même que leurs limites de détection et la précision des mesures sont présentées à l'annexe 1.

Poissons

Bien que les opérations d'exploitation ne soient pas encore débutées, la campagne de pêche, qui est prévue pour le printemps 1994, s'insère très bien dans le cadre du suivi environnemental qui est défini à la section 8.2.2 de l'étude d'impact du projet. Les deux principaux objectifs de la compagne de pêche sont: 1) Appuyer (sinon confirmer) nos dires quant à la quasi absence d'une population d'ombles chevaliers cantonnés en eau douce dans la rivière Déception (et, plus particulièrement, dans le secteur de Katinniq) et 2) Actualiser les données concernant les teneurs en métaux lourds dans les poissons.

Sur ce deuxième aspect, nous considérons qu'il n'est pas nécessaire, étant donné les résultats obtenus lors de la campagne de 1991, d'effectuer l'analyse des huit métaux retenus (As, Cd, Fe, Hg, Ni, Pb et Zn) dans la chair des poissons. En effet, les résultats présentés dans l'étude de base du projet Raglan (volume 2, figures 10.4 et 10.5) montrent bien que le Cd et le Pb dans la chair des poissons ont toujours été en deçà de la limite de détection des méthodes analytiques utilisées et que les teneurs en Cu et en Ni de la chair sont généralement inférieurs à la limite de

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détection des méthodes utilisées. Dans tous les cas, les résultats obtenus pour ces quatre métaux sont toujours bien inférieurs aux concentrations limites suggérées par le Bureau d'étude des substances toxiques (BEST) pour la commercialisation du poisson. Pour ces raisons et étant donné que le foie représente l'organe dans lequel ces métaux se concentrent de façon préférentielle (voir annexe 2), les analyses pour ces quatre métaux (Cd, Cu, Ni et Pb) seront effectuées sur le foie des poissons (plutôt que dans le muscle). L'analyse des quatre autres métaux (As, Fe, Hg et Zn) serait par contre effectuée sur des échantillons de muscle. Les individus sur lesquels les analyses porteront devraient être répartis systématiquement en fonction des classes de taille (petits, moyens et gros poissons).

Les pêches effectuées dans le cadre de cette campagne pourraient également permettre de montrer des distinctions (quant aux taux de croissance, à la condition physique des individus et à la teneur des métaux dans les poissons) qui ont été soulevées (dans l'étude de base) entre les deux populations d'ombles chevaliers (population cantonnée en eau douce versus population anadrome).

Les pêches seront effectuées au moyen de filets expérimentaux tels ceux utilisés lors de la campagne de 1991. L'effort de pêche qui sera consacré dépend du succès de pêche. Idéalement, et ce afin de caractériser les deux populations, un minimum de vingt ombles chevaliers (présentant des tailles variées) devraient provenir de la section aval de la rivière Déception (à l'exutoire des lacs Françoys-Malherbe et Duquet) et autant pour le secteur de Katinniq. On estime que pour obtenir ces tailles d'échantillon, l'effort de pêche qui devra être consacré pour la section aval de la rivière correspond à deux filets étendus pendant 24 h, tandis que pour la section amont, l'effort maximal de pêche qui sera consacré sera 4 jours-filet, soit 2 filets mouillés pendant deux périodes de 24 h. Ces pêches seront effectuées au moment de la dévalaison des ombles de la population anadrome.

Les stations de pêche sont présentées sur la carte 1. Deux stations de pêche sont prévues dans le secteur de Katinniq et deux autres dans la partie aval de la rivière Déception. La localisation précise de ces stations dépendra des conditions locales (profondeur d'eau, courant, etc.) de la rivière.

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Pour tous les poissons pêchés, la longueur, le poids, le sexe et le stade de maturité des gonades seront déterminés sur le site. Des structures osseuses (otolithes) seront prélevées sur les spécimens pour éventuellement déterminer l'âge des poissons (la lecture des otolithes, de même que l'interprétation de résultats concernant l'âge des poissons ne sont cependant pas considérées dans cette offre).

4

Exigences du ministère de l'Environnement et de la Faune quant au suivi de l'effluent des biodisques
PROGRAMME DE SUIVI

Le programme de suivi du traitement des eaux usées devra être effectué au miminum 1 fois par année lors de la période estivale. L'effluent du biodisque devra répondre aux critères de qualité d'effluent sans connaissance du milieu récepteur, tel qu'indiqué dans le "Guide de procédure pour l'approbation de divers dispositifs pour la collecte, l'évaluation et le traitement des eaux usées domestiques possédant un débit journalier supérieur à 3240 litres, Janvier 1991; MENVIQ-DRATNQ". Si ces critères ne sont pas atteint Falconbridge limitée se verra dans l'obligation de corriger la situation en accord avec le ministère de l'Environnement.

CRITERES DE QUALITÉ D'EFFLUENT SANS CONNAISSANCE DU MILIEU RÉCEPTEUR

Le consultant devra démontrer que le rendement du ou des systèmes proposés rencontre les normes de rejet suivantes, lorsqu'il y a absence de cours d'eau pour diluer l'effluent :

MATIERES EN SUSPENSION (MES)

Objectif : 10 mg/l Maximum : 25 mg/l (échantillon instantané)

DEMANDE BIOLOGIQUE D'OXYGENE (DBO5)

Objectif : 5 mg/l Maximum : 15 mg/l (échantillon instatané)

COLI FECAUX

Moyenne de 200 col. féc./100 ml Maximum : 400 col.féc. /100 ml (échantillon instantané)

PHOSPHORE TOTAL

Milieu sans dilution : 0,05 mg/l Milieu avec dilution supérieur à 1 : 10 : 0,5 mg/l

HUILES ET GRAISSES

Objectif : 5 mg/1 .Maximum : 15 mg/1

DDEUR

Aucune

Pas de toxicité aiguë à l'effluent.

PROGRAMME DE SUIVI : TRAITEMENT DES EAUX USEES

BIODISQUE BIOLOGIQUE

ENTREPRISE :	.	
MUNICIPALITE :		
ADRESSE :		
· · ·		
PROPRIÉTAIRE :	•	• •
FORMULAIRE COMPL	ÉTÉ PAR : '	

DURÉE DU SUIVI ENVIRONNEMENTAL

l'effluent.

La durée de ce suivi environnemental sera fonction de l'efficacité du traitement des eaux usées par biodisque, sans être inférieure à l/an.

Fréquence des relevés : 1/an [] au plus fort de l'achanlandage

MESURES ET OBSERVATIONS DATE : DEBIT D'EAUX USEES Fournir une copie de la compilation des lectures de débits sous forme de débit journalier Fournir la courbe d'achalandage DISQUE BIOLOGIQUE Mesure du volume des boues accumulées aux décanteurs. a) b) Évaluation de la qualité du limon biologique sur les disques. c) Mesure de la concentration d'oxygène dissous et de la température aux 4 compartiments de disques. Mesure des paramètres, apparaissant au tableau I, sur un d) échantillon composé sur deux périodes consécutives de 24

heures à l'entrée du décanteur primaire ainsi qu'à

S. Ander

MESURES ET OBSERV	ATIONS (SUITE)
OBSERVATION DU BI	ODISQUE
signes de surchar	visuelle est destinée à déceler s'il y a des ge ou autre anomalie; si oui, on doit décrire en indiquant le secteur affecté et l'étendue
PRÉSENCE D'ODEURS	ANORMALES DATE :
LOCALISATION :	
 CAUSE :	•
	· · · · · · · · · · · · · · · · · · ·
BRIS MÉCANIQUE MA.	JEUR DATE :
PROCÉDÉ :	· · ·
TYPE D'ÉQUIPEMENT	:
PÉRIODE HORS D'USA	AGE :
PROBLEME D'OPÉRATI	ON DATE :
TYPE DE PROBLEME, (Ex.: Défloculatio lalion d'écume, et	LOCALISATION, CAUSE, SOLUTION ENVISAGÉE, ETC. n des boues, colmatage de conduite, accumu- c.)



DISQUE BIOLOGIQUE SECTEUR : BIODISQUÉ	PROGRA	TABLEAU I PROGRAMME DE SUIV 11 ON : 1/AN - DUDEE	I I ITVI ANNUEL	PROGRAPME DE SUIVI ANNUEL	
•		JOHR 1	CC DE LA PERIOUE D'	CHANTILLONNAGE : 2 JOUR	JRS
PARAMETRES	AFFLUENT	FEEL NEWT		JOUR 2	
DCO (mg/1) (1)			AFFLUERT	EFFLUENT	
DBO _S (mg/1) (1)					
MES (mg/1) (1)					
MVES (mg/l) (1)					
PTOT (mg/1P) (1)					
(1) $(4/bm)$ (1)					
NO, - NO, AZŪTE ORŬANIQUE AZOTE TOTAL					
NH _A (mg/IN) (1)		-			
COL. FECAUX (2) (org. 100 ml)		-			
р И (2)					
DURETÉ (1)					
HUILE GRAISSE (1)					
(1) Mesure des par 1'entrée du dé (2) Un prélèvement	Mesure des paramètres suivants sur un échantillon composé sur une période de 24 heures Un prélèvement journalier instantané à des heures différents.	un échantillon composé sur isi qu'à l'effluent. né à des beures difficents.	osé sur une période	de 24 heures à	
VIDANGE DU BIODISQUE+			a aires.		
- DATE DE LA VIDANGE : - VOLUME VIDANGE (m ⁻) : - DESTINATION DES (m ⁻) :					
- TRANSPORTEUR :	UCS :	NO DE PERMIS	ERMIS :		
* A compléter s'11 y a eu vidange du biodisque	a eu vidange du bio	disque			

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TABLEAU II

PROGRAMME DE SUIVI ANNUEL

DISQUE BIOLOGIQUE NOMBRE D'ÉCHANTILLON : 1/AN DURÉE DE LA PÉRIODE D'ÉCHANTILLONNAGE : 1 JOUR

•...

Mesure de la qualité du mileu récepteur par des prélèvements et analyses à deux (2) endroits: un à 30 mètres en aval du point de rejet et un autre à 30 mètres en amont du point de rejet. Les paramètres apparaissant au tableau II seront analysés.

PARAMETRE	S	POINT "I" 30 METRES EN AVAL DU POINT DE REJET	POINT "2" 30 METRES EN AMONT DU POINT DE REJET
DBO, (mg/1)	(1)		
MES (mg/1)	(1)		
PTOT (mg/1P)	(1)	• •	
0-PO, (mg/1P)	(1)		•
NH_ (mg/IN)	(1)		•
COL. FÉCHAUX (org. 100 ml)	(2)		
0.D.	(2)		
рН	(2)	•	
DURETÉ	(1)	×	
HUILE & GRAISSE	(1)		
(1) Mesure de Sur une p	s paran ériode	nètres suivants sur un de 24 heures.	échantillon composé
(2) Un prélèv	ement i	instantané.	

OBSERVATION AU POINT DE REJET

Cette inspection visuelle est destinée à déceler s'il y a des signes de surcharge, croissance de végétation, odeur ou autre anomalie; si oui, on doit décrire les observations en indiquant le secteur affecté et l'étendue du phénomène.

PRÉSENCE D'ODEU	RS ANORMALES	DATE :	
LOCALISATION :	-		
CAUSE :			
		······	<u></u>
	-		

PROBLEME D'OPÉRATION

DATE :

TYPE DE PROBLEME, LOCALISATION, CAUSE, SOLUTION ENVISAGÉE, ETC. (Ex.: Colmatage de conduite, accumulation d'écume, etc.)

EVALUATION DE L'EFFICACITÉ DU TRAITEMENT

Rapport faisant état de la charge appliquée aux biodisques, de l'efficacité du traitement et de la qualité du lac situé en aval.

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APPENDIX 9

Location of mine effluents

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ANNEX 1.1.9 (a)

Map Identifying Claims Area



ANNEX 1.1.9 (b) Claims List

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718-00	RAGLAN QURBEC AGRENGENTS MCNERAL TYPE:	TI TITE	718-00 RACLAN QUEBEC PENNIT CLAINS ACREDORNTS MINERAL TIPE:		03F2	COMPANT: BOCIETE NEWTIERE LOCATION: CANADA - QUEREC TOWNSEIF: 8027 DIVISION: NEW QUEREC	OCIETE MIN CANADA - Q 8027 NEW QUEAKC	COMPARY: SOCIETE MINISPE PAGLAN DU QUEBEC LOCATION: CAMADA - QUEBEC TOWNSEIP: 8027 DIVISION: NEW QUEBEC		LTEE LICENCRJ MAP ARMA:C 5085 M.T.4.: 3566		DATE JA	PAGE 6 DATE JAN 20/94
NAL D	RECORD			CONS/ NANG LOT	C.LOUP	ARAA	AREA	BATRY DATE	WORK CREDIT	ANTOAL	DATE		A OTHER
	4092402	-	JUN 20,1982	0000	-	16,000	• H	JUN 19,1995	00.	00.		1993	
	4092403	-	JUN 20, 1982	0000	m	16.000	H 00	JUN 19,1995	00.	00.		FEB 26,1993	
	4092404	r1	JUN 20,1982	0000	n	16.000	80 B	2661,01 NUL	00.	00.		26, 1993	
	4092405	-1	JUN 20,1982	0000	•	16.000	H 00	JUN 19,1995	00.	00.		26, 1993	
	4092421	-1	JUN 21,1982	0000	m	16.000	H 00	JUN 20,1995	00.	00.		26,1993	
	4092422	-	JUN 21,1982	0000	m	16.000	Щ. 00	JUN 20,1995	00"	00.	1XB	26,1993	
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_	PACLAN QUEBEC PERMIT CLAINS ACREDENT MINERAL TIPR:	DATE RECORDED	ADG 25,1981	ADG 25,1981	ADG 25,1901	AUG 25,1981	AUG 25,1981	AUG 25,1981	AUG 25,1981	AUG 25, 1961	ADG 25,1981	AUG 25,1981	AUG 26,1981	ADG 26,1981	ADG 26,1981	ADG 26,1981	ADG 26,1981	AUG 26,1981	ADG 26,1981	AUG 26,1981	ADG 26,1981	AUG 26,1981	ADG 27,1981	AUG 27,1981	AUG 27, 1961	
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	11	-14 DATE Revened	1		i		Nev Xev	М	MAY	MAY	MAY	XIX	MY	MAT	HAT	HAT	HAT	HAY	YAY	HAY	MAX	М		L L	Å
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	SOCIETE MINISTE RAGLAN DU QUEBEC : CANADA - QUEBEC : 8028 : NEW QUEBEC	RYP INY DATE	AUG 26,1995	AUG 26,1995	AUG 26.1995	AUG 26,1995	AUG 26, 1995	ADG 26,1995	ADG 26,1995	AUG 27,1995	AUG 27,1995	AUG 27,1995	AUG 27,1995	AUG 27,1995	AUG 28,1995	AUG 28,1995	AUG 28,1995	AUG 28,1995	AUG 28,1995	AUG 29,1995					
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clabe L	COMPANY: LOCATION: TOWNSHIP: DIVISION:																								
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	RAGLAN QUEBRC AGREDGNT MUNERAL TIPE:	NECORD NUMBER	4053544	4053545	4053551	4053552	4053553	4053554	4053555	4053561	4053562	4053563	4053564	4053565	4053571	4053572	£023573	4053574	4053575	4053581	4053582	4053583	4053584	4053585	4053591
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	11	DATE Renewed	A	NAT	NAT	NAT	NAT	MAT	MAT	HAT	MAY	MAY	HAY	HAT	HAT	MAY	HAT	MAY	MAY	NOY	НАХ	HAT	HAY	NON	
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	CONTANT: BOCINTH MININER RAGIAN DU QURBEC Location: Canada - Quebec Tonnship: 8028 Division: New Quebec	NU ANU DATE	ADG 29,1995	AUG 29,1995	AUG 29,1995	AUG 29,1995	AUG 24,1995	AUG 24,1995	AUG 24, 1995	AUG 24,1995	AUG 24,1995	AUG 25,1995	AUG 25,1995	AUG 25, 1995	AUG 25,1995	AUG 25,1995	AUG 26,1995	AUG 26,1995	AUG 26,1995	ADG 26,1995	AUG 26,1995	AUG 27,1995	AUG 27,1995	AUG 27,1995	
TPOR T		NALL NALL		8	*	8	H	*		E	H	H	H		H	H	-	m	m	m		Ħ	Ħ	#	
CLAINS LEDGER REPORT	COMPANT: BOCIETE MIN LOCATION: CAWADA - Q TONNSHIP: 8028 DIVISION: MEW QUEBEC	ARAA	16.000	16.000	16.000	16.000	16.000	16.000	16.000	16,000	16.000	16.000	16.000	16.000	16.000	16.000	16.000	16.000	16.000	16.000	16.000	16.000	16.000	16,000	
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	T DOG		NUC	AUG	MUG	MDG	AUG	AUG	AUG	ADG	AUG	NDG	NUC	AUG 2	AUG	NUG	ADG	AUG 2	DOV	NDG 2	NOG 2	AUG 2	AUG 2	AUG 2	
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	RAGLAN OURBEC PERICT CLAIMS ACREMENT\$ MUNERAL TTPE:	DATE		AUG 28,1981	AUG 29,1981	JUN 20,1982	JUK 20,1982	JUN 20,1982	JUH 20,1982	JUN 20,1982	JUN 19,1982	JUN 18,1962	JUN 18, 1982	JUN 18,1982	JUN 10,1962	JUN 18,1982	JUN 17,1982										
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FIG: 133		TINE 09:30	0		CLAINT LENCES BERRE							
718-00	RAGLAN QU		718-00 RAGLAN QUEBEC PERMIT CLAINS . ACREMENTS		COMPANT: I LOCATION:	CUMBA	MUNITERE RAGI	CONTRACT BOCINE MUNICIPE RAGLAN DU QUEBRC LOCATION: CANADA - QUEBRC	LTRUE		PACE DATE	11 JAN 20/94
	MINERAL TYPE	192			INOISIAID	BO28 NEW QUEBEC			NOP ANEA:C	5311		
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		CONFANT: SOCIETE MINIERE RAGIAN DU QUEREC LOCATION: CANADA - QUEREC TOWNSEIP: 8028 DIVISION: NEW QUEREC		JUN 14,1995	AUG 25,1995	AUG 25, 1995	AUG 25,1995	AUG 25,1995	AUG 23, 1995	AUG 25,1995	AUG 25,1995	AUG 25,1995	AUG 25,1995	AUG 25,1995	AUG 25,1995	AUG 25,1995	AUG 25,1995	AUG 25,1995	AUG 25,1995 1	AUG 26,1995	AUG 26,1995	AUG 26,1995	AUG 26,1995	AUG 26,1995	AUG 26,1995	AUG 26,1995
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		DOLT CLADES		JUN 15,1982	ADG 26,1981	AUG 26, 1981	ADG 26, 1981	AUG 26,1981	AUG 26,1981	AUG 26,1981	AUG 26, 1981	AUG 26,1981	AUG 26,1981	AUG 26,1981	AUG 26,1981	AUG 26,1981	ADG 26,1981	AUG 26,1981	AUG 26,1981	AUG 27,1981	AUG 27,1981	AUG 27, 1981	AUG 27, 1981	AUG 27,1981	SRP 9, 1981	517 9,1961
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Control Contro <thcontrol< th=""> <thcontrol< th=""> <thco< th=""><th>(613B) TIME 09:30 718-00 Regian Outber Pendit Claine</th><th>:30 C PENGT CLATHO</th><th>ENGT CLAINS</th><th></th><th></th><th></th><th>CLADIS LADGER REPORT COMPANT: BOCIETE NUM</th><th>CER RE OCTATE</th><th>THE STATE</th><th>CLAINS LEDGER REPORT COMPANT: SOCIETE MURIERE RAGIAN DU QUEBEC</th><th></th><th>LTER</th><th></th><th>Eyr</th><th>a :</th></thco<></thcontrol<></thcontrol<>	(613B) TIME 09:30 718-00 Regian Outber Pendit Claine	:30 C PENGT CLATHO	ENGT CLAINS				CLADIS LADGER REPORT COMPANT: BOCIETE NUM	CER RE OCTATE	THE STATE	CLAINS LEDGER REPORT COMPANT: SOCIETE MURIERE RAGIAN DU QUEBEC		LTER		Eyr	a :
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	CONPART: BOCIETE MUNITER RACIAN DU QUEBEC LOCATION: CANADA - QUEBEC TOWNSELT: 8030 DIVISION: MEW ONTRAW	LATE DATE		DEC 15,1994	DEC 15,1994		565T'CT 340	DEC 15,1994	14 16 100		DEC 15,1994	DEC 15,1994	DEC 15.1994		TOTAL RECORDS
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104	RACLAN QUERC ACREDENT MUNERAL TIPE:	PLECORD NUMBER	4057062	4067064		4057064	4057065		4027071	4057072	4057071		4057074	4057075	TOWNSHIP
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718-00		TPR:	RAGLAN OUTBIC PENGUT CLAINS Achtracht Menral Tyre:		COMPANT: 1 LOCATION: TOWNSBIP: DIVISION:	C: BOCIETE MIN M: CAMADA - Q P: 8128 M: MEN OUTENC	NETTOR - QUENEC	COMPANT: BOCIETE MINIEME RAGIAM DU QUEBEC LOCATION: CAMADA - QUEBEC TOWNSBIP: 8128 DIVISION: MEN OUTDEC	D QUEBEC	LTER LICENCE MAP AREA:C 5093		DATE DATE	22 Jan 20/94	z
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	4053651	-	JUN 14, 1982	0000		16.000	ני ו ו ב	JUN 13, 1995	00.					t !
	4053652	H	JUN 14,1982	0000	Ŷ	16.000	20 C	2001 13,1995	00			E001 96		
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	4092463	-1	JUN 25,1962	0000		16,000			0.			26, 1993		
	4092464		JUN 25,1982	0000		10,000			0,			26, 1993		
	4092465	-1	JUN 25,1982	0000		16.000			00.	6		26, 1993		
	4092491	-	JUN 27,1982	0000	- 1-	000701			00 .	00.		26, 1993		
	4092492	-	JUN 27.1982	0000	• •	10,000			00'	00	713	26, 1993		
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718-00		TEBORC	RACLAN QUEBEC PERMIT CLAIMS		LOOR ANY: 1 LOCATION:	BOCINTE N	SOCIETE MENIERE RAGLAM DU QUEBEC : CANADA - OUTREC		LITER		PACK C	23 20/94
	MUNICIPALITY TYPE:				TOWNSHIP: DIVISION:	8129 MEN QUE			MAP AREA:C 5094 M.T.8.: 35-8-12	5094 -8-12		
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	4056351	F	1961,05 DUA	0000	10	16.000	H ADG 29,1995					
	4056352	-	AUG 30,1981	0000	0 10	16.000	R ADG 29,1995					
	4056353	-	AUG 30,1991	0000	01 0	16.000	H AUG 29,1995					•••
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	4056362	-	AUG 31,1981	0000	10	16.000 1	H AUG 30, 1995	5 .00		NGK 00.	30, 1993	
	4056363	-	AUG 31,1981	0000	10	16.000 1	H AUG 30,1995	5 .00		HAN 00.	30,1993	
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	4056365	-1	AUG 31, 1981	0000	10	16.000 1	H AUG 30,1995	s .00		NGK 00.	30,1993	
	4056371	-1	82P 1,1981	0000	10	16.000 1	H AUG 31,1995	s .00		APA 00.	30,1993	
	4056372	7	1861'I 415	0000	10	16.000 1	H AUC 31,1995	5 .00	•	APA 00	APR 30,1993	
	4056373	-	SEP 1,1981	0000	10	16.000 I	H AUG 31,1995	s .00		NAK 00.	30,1993	
	4056374	-	SRP 1,1981	0000	10	16.000 1	H AUG 31,1995	s .00		APA 00.	30, 1993	
	4056375		SRP 1,1981	0000	10	16.000 5	H AUG 31,1995	.00		APR 00.	30, 1993	
	4056381	-	NUG 30, 1961	KAT	æ	16.000 E	H AUG 29,1995	5 .00		APA 00.	30, 1993	
	4056382	-	AUG 30, 1981	KAT	æ	16.000 B	H AUG 29,1995	.00		APR 00.	30, 1993	
	4056383	-1	AUG 30, 1981	KAT	¢	16.000 F	H AUG 29,1995	5 . CO	00.	APR	30,1993	
	4029384	-	AUG 30,1981	KAT	¢	16.000 B	H AUG 29,1995	.00		.00 APR	30, 1993	
	4056385	-1	ADG 30,1961	KAT	Ð	16.000 H	H AUG 29,1995	.00	00.	APR	30,1993	
	1669501	-1	AUG 30,1981	XAT	8	16.000 H	H AUG 29,1995	.00	00.	APR	20,1993	
	4056392		1061'0E DOW	KAT	C	16.000 H	I AUG 29,1995	s	00.	APR	30, 1993	
	£629303	-	AUG 30,1981	КАТ	€	16.000 H	1 AUG 29,1995	00. 00	00.	APR	30, 1993	

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	MACIAN QUEBEC PENGET CLAINS MARRINENT MUNERAL TIPE:	DATE	NECONDED	AUG 24,1981	ADG 24,1981	ADG 24,1981			AUG 24,1981	AUG 24,1981	AUG 24,1981	ADG 24,1981	ADG 24,1981	1061'12 DOM	AUG 21,1961	ADG 21,1981	AUG 21,1981	AUG 21,1981	ADC 20,1981	AUG 31,1981	ADG 31,1981	AUG 31,1981	AUG 31, 1981	ADC 11 1001		TRAT'TE MON	1961'IE DA	ADG 31,1981
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1001				4056442	4056443	4056444	<u>4056445</u>		Tebecne	403645Z	4056453	4056454	4056455	4056461	4056462	4056463	4056464	4056465	4056471	4026501	4056502	4056503	4056504	4056505	4056511	405515		fTcacn.
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399	RAGLAN QUEBRC Acrements Mineral Tipe:		PERSONAL PROPERTY	718-00 RACLAN QUEBEC PERMIT CLAIMS AGREDRAT# MENERAL TIPE:		8004 8004 8004 8004 8004 8004 8004 8004	COMPANT: GOCIE LOCATION: CANNI TOWNSHIP: 9129 DIVISION: NEW (DOCINTN MUN CANADA - Q 8129 NEW QUEBEC	MONTRRE - OURRC	SOCIETE MCHIKRE RAGLAM DU QUEREC 1 CAMADA - QUKERC 1 9129 1 MEM QUEREC		LTEE LICENCE Mar Area: 5094 M.T.S.: 35-8-12		.	20/94
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4	4056562	-	AUG	1961'16 DOM			l	16.000	:24 :22	AUG 28, 1995	00.		901.0E MAN 0	m	
¥	4056563	-1	AUG	AUG 31, 1981	KAT	e	16	16.000	H	AUG 28,1995	15,716.00		APR	30,1993	
Ĵ.	4036364	M	Abd	1861'16 DQY	KAT	æ	16	6.000	2	AUG 28,1995	00.	00.	APR	30, 1993	
4	4056565	-1	AUG	AUG 31,1981	KAT	•0	16	6.000	A	AUG 28,1995	00.	00.	APR	5661,05	
4	4056571	H	AUG	ADG 31,1981	KAT	•	16	16.000		AUG 28, 1995	1,089,410.00	00.	APR	30,1993	85.00
2	4056572	Ħ	DOV	1061'IE DAW	KAT	•	16	16.000	N H	AUG 28,1995	26,520.00	00.	APR	30,1993	
2	4056573	#I	AUG	1861'IE DAW	KAT	•	16	16.000		AUG 28,1995	30,323.00	00.	APR	30,1993	
Ę	4056574	-	AUG	AUG 31,1981	KAT	e	16	16.000		AUG 28,1995	00.	00.	APR	30, 1993	
Ş	4056575	-	AUG	1961'IE DOM	KAT	æ	16	16.000	N H	AUG 28, 1995	00.	00.	APR	30, 1993	
Ş	4056881	-	ŝ	2, 1981	0000	0 10	16	16.000	ES H	SEP 1,1995	69.00	00.	Rak	30, 1993	
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2	4056883	ri.	SILP	2,1981	0000	0 10	16	16.000	- B	SEP 1,1995	583.00	00.	APR	30, 1993	
<u>_</u>	4056884	Ħ	d HS	2,1981	0000	1 10	16	16.000	15 H	SEP 1,1995	583.00	00.	APR	30,1993	
2	4056885	-	SEP	2,1961	0000	0 10	16	16.000	15 8	SKP 1,1995	00.	00.	APR	30, 1993	
2	4056891	-	SRP	3,1981	0000	10	16.	16.000	IS H	SEP 2,1995	00.	00.	APR	30,1993	
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9	4056893	-	SRP	3,1981	0000	1 10	16.	16.000	а 15	SKP 2,1995	00.	00.	APR	30, 1993	
Ş.	4056894	el.	SEP	3, 1981	0000	0 10	16.	16.000	E S	SEP 2,1995	00.	00.	APR	30, 1993	
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718-00 MAGLAN QUIBRC PERMIT CLAIDS AGREEMENTS MINURAL TYPE; 4057052 4057051 4057045 4057044 4057043 4057042 NUMBER 4057041 4057035 4057034 4057033 4057032 4057031 4057024 4057025 4057021 4057015 1057023 4057022 4057013 **6037014 DHIL** AUG 24, 1981 AUG 23,1981 AUG 23, 1981 AUG 24, 1981 AUG 24,1981 AUG 24, 1981 AUG 24,1981 AUG 25,1981 AUG 25, 1981 AUG 25,1981 AUG 25,1981 AUG 25,1981 AUG 26,1981 AUG 26,1981 ADG 26,1981 ADG 26, 1981 AUG 26, 1981 ADG 27, 1901 AUG 27, 1981 AUG 27, 1981 ********* NECORDIED COMS/ RANG LOT † † | 0000 CROUP 11 1 H Н H H 11 H 14 1 11 H 11111 11 11 H H 11 5 10 10 CLAIMS LADGER MEDORY COMPANT: SOCIETE MINIPLE RAGLAN DU QUEBEC LOCATION: CANADA - QUEBEC TOMMSHIP: 8130 DIVISION: NEW QUEREC AREA 16.000 16.000 16.000 16.000 16,000 16.000 16.000 16.000 16.000 16.000 16.000 16.000 16.000 16,000 16.000 16.000 H 16.000 16.000 16.000 16.000 AREA = -= 8 = **1** 23 网 2 黨 뼒 周 22 AUG 23, 1995 AUG 23,1995 AUG 23,1995 AUG 22,1995 AUG 22,1995 AUG 23,1995 AUG 23,1995 AUG 24,1995 AUG 24,1995 AUG 26,1995 ADG 26, 1995 AUG 24, 1995 AUC 24,1995 AUG 24,1995 AUC 25, 1995 AUG 25,1995 AUG 25,1995 ADG 25,1995 AUG 25,1995 ADG 26,1995 PATR DATE WORK CREDIT ANNUAL TO DATE REWTAL 53,469.00 1,034.00 1,122.00 1,122.00 1,122.00 306.00 640.00 306,00 306.00 306.00 .00 .00 . 8 . 8 . 8 .00 .00 .00 . 0 .0 LTER LICENCE MAP AREA:C 5095 M.T.S.: 35-3-11 .00 . 8 . 8 . 00 .00 .00 8 8 8 8 .00 .00 .00 .00 30 8 .00 .00 00 00 DATE RENEWED APR 30, 1993 APR 30,1993 APR 30,1993 APR 30,1993 APR 30,1993 APR 30,1993 APR 30, 1993 APR 30,1993 APR 30, 1993 APR 30, 1993 APR 30,1993 APR 30,1993 MPR 30, 1993 APR 30, 1993 APR 30,1993 APR 30,1993 APR 30,1993 APR 30,1993 APR 30,1993 APR 30, 1993

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PMC 613B 718-00 RAGIAN QUEBEC PERMIT CLAIMS TINGE 09:30

CLAINS LEDGER REPORT COMPANY: SOCIETE NUMBER RAGIAN DU QUEREC LTER LOCATION: CANADA - OFFENS

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718-00 RAGLAN QUEBEC BENGT CLAINS AGREENSHTS MINERAL TIPE: 4092511 4092523 4092522 4092521 4092503 4092515 4092514 4092513 4092512 4092502 4092505 4092504 4092483 4092503 4092485 NUMBER 4092484 4092482 4092481 4092475 4092474 4092473 4092472 4092471 710A 09:30 **DHIX** -<u>اسو</u> JUN 29,1982 JUM 29,1982 JUN 29,1982 JUN 20,1982 JUN 28,1982 JUN 28,1982 JUN 28,1982 JUN 27,1982 JUN 28,1982 JUN 27,1982 JUN 27,1982 JUN 27, 1982 JUN 27,1982 JUN 26, 198; JUN 26,1982 JUN 26,1982 JUN 26,1982 JUN 26,1982 JUN 25,1982 JUN 25,1982 JUN 25, 1982 JUN 25,1982 JUN 25,1982 ******** NECONDED DATE CONS/ RANG LOT GROUP 0000 0000 0000 0000 0000 0000 0000 0000 0000 0000 0000 0000 0000 0000 0000 0000 0000 777 **N**AT 2 0000 0000 7 v 10 6 6 6 -CLAINS LEDGER REPORT COMPANY: SOCIETE MINIERE RAGLAN DU QUEREC Location: Canada - Querec Tomnship: \$129 DIVISION: NEW QUEBEC 16.000 16.000 16.000 16.000 16.000 16.000 16.000 16.000 AREA 16.000 16.000 16.000 16.000 16.000 16.000 16.000 16,000 16.000 16.000 16.000 16.000 16.000 16.000 16.000 22 1122 **VINT 1 2** 22 23 **m 22** 22 22 8 24 -**m** JUN 28,1995 JUN 28,1995 JUN 28,1995 JUN 27,1995 JUN 27,1995 JUN 27, 1995 JUN 27, 1995 JUN 27,1995 JUN 26,1995 JUN 26, 1995 JUN 26, 1995 JUN 26, 1995 JUN 26,1995 JUN 25,1995 JUN 25,1995 JUN 25,1995 JUN 25,1995 JUN 24, 1995 JUN 25, 1995 JUN 24,1995 JUN 24,1995 JUN 24, 1995 JUN 24,1995 ********* DATE NORX CREDIT 8 8 .00 80 ġ 8 ŝ .00 8 :0 ŝ 8 8 8 8 00 .00 8 .00 .00 .00 .00 .00 LTER Lichnces Map Area:C 5094 M.T.S.: 35-R-12 ANNOAL RENTAL 8 8 00 :0 .00 8 8 00 .00 .00 00 00 . 8 .0 . 8 :00 80 8 . 00 .00 80 8 . 8 **JEB 26,1993** 3 FEB 26, 1993 DATE RENEWED FEB 26, 1993 FKB 26,1993 **FKB 26,1993** FRB 26, 1993 FEB 26,1993 FEB 26, 1993 FRB 26,1993 FEB 26,1993 FKB 26, 1993 FEB 26,1993 FKB 26,1993 FEB 26, 1993 FEB 26, 1993 **FRB 26, 1993** FRB 26,1993 FRB 26,1993 26, 1993 26, 1993 26,1993 26,1993 26, 1993 PAGH 35 DATH JAN 20/94 OTHER
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ANNEX 1.1.54

Map Identifying the Area on the Southwest Coast of Deception Bay





ANNEX 1.1.60 Trust Deed

<u>ON</u> this twenty-eighth day of February, NINETEEN HUNDRED AND NINETY-FIVE.

<u>BEFORE</u> Mire P. Jean CLÉROUX, the undersigned Notary for the Province of Quebec, practising in the City of Montreal.

APPEARED:

Robert LANARI, Administrator, residing at 3981 Saint-Hubert Street, City of Montreal, Province of Quebec, H2L 4A6.

Date of Birth: April 22, 1941 Place of Birth: Montreal, Quebec

Hereinafter called the "Settlor"

AND:

1. Charlie ARNGAQ, Mayor of the Northern Village of Kangiqsujuaq, residing in the northern community of Kangiqsujuaq, Province of Quebec, JOM IKO.

Date of Birth: November 13, 1953 Place of Birth: Kangiqsujuaq, Quebec

2. Willie KEATAINAK. Mayor of the Northern Village of Salluit, residing in the northern community of Salluit, Province of Quebec, JOM 1K0.

Date of Birth:	July 21, 1954
Place of Birth:	Salluit, Quebec

3. Simeonie NALUKTURUK, President of Makivik Corporation, residing at 322 Berwick Drive, City of Beaconsfield, Province of Quebec, H9W 1B7.

Date of Birth:December 21, 1953Place of Birth:Inukjuak, Quebec

4. Peter ADAMS. Treasurer of Makivik Corporation, residing in the northern community of Kuujjuaq. Province of Quebec, J0M 1CO.

Date of Birth: November 28, 1960 Place of Birth: Kuujjuaq, Quebec

5. Kamal HANNA, Director of Finance of Makivik Corporation, residing at 6401 Pascal Street, Apartment 8, City of Montreal-North, Province of Quebec, H1G 1T5.

> Date of Birth: Place of Birth:

March 25, 1939 Egypt

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B.

6. Bernard PENNEE, Lawyer, residing # 401 Stuart Avenue, City of Outremont, Province of Quebec, H2V 3H2.

Date of Birth:	July 28, 1947
Place of Birth:	Mooureal, Quebec

Hereinafter called the "Trustees"

The Settlor and the Trustees, prior to the agreement which is the object of these presents, have declared as follows:

A. WHEREAS there have been negotiations between Makivik Corporation, Qarqalik Landholding Corporation of Salluit, the Northern Village Corporation of Salluit, Nunarurlik Landholding Corporation of Kangiqsujuaq, the Northern Village Corporation of Kangiqsujuaq [all of them being hereinafter referred to as the "Inuit Parties"] and Société Minière Ragian du Québec Liée (Libre de responsabilité personnelle) [said Société Minière Ragian du Québec Liée (Libre de responsabilité personnelle) being hereafter referred to as the "Société Minière" and the said Société Minière together with the Inuit Parties being bereafter referred to as the "Parties to the Ragian Agreement"] regarding the latter's proposed mining project at Ragian to produce nickel, copper and cobalt concentrate.

B. WHEREAS it is anticipated that at the end of the above-mentioned negotiations an agreement [hereinafter referred to as the "Raglan Agreement"] will be reached between the Parties to the Raglan Agreement.

C. WHEREAS it is further anticipated that under the terms of the Raglan Agreement. Money Transfers will be paid by Societé Minière for the benefit of Trust Benefiticiaries (as hereinafter defined).

D. WHEREAS it is the intention of the Inuit Parties to the Ragian Agreement that the Money Transfers be paid, held and administered through a trust for the benefit of the Trust Beneficiaries bereinafter named and be distributed to the Trust Beneficiaries.

E. WHEREAS the Settlor desires to constitute an irrevocable Trust Patrimony for the benefit of the Trust Beneficiaries hereinafter named for the purpose of receiving, holding and administering the Money Transfers and distributing the same to the Trust Beneficiaries

NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

SECTION I

Definitions

In this Trust Deed, unless otherwise indicated, the following expressions and terms shall have the following meanings and shall be construed accordingly:

1.1 "ALLOCATION I TRANSFER ": means the "Guaranteed First Allocation" as such term is defined in the Raglan Agreement.

1.2 "ALLOCATION 2 TRANSFER ": means the "Guaranteed Second Allocation" as such term is defined in the Ragian Agreement.

1.3 "ALLOCATION 3 TRANSFER ": means the "Profit Sharing Allocation" as such term is defined in the Raglan Agreement.

1.4 *ANNUAL DISTRIBUTION DATE": means the fifteenth day of December of each year.

1.5 "ANNUAL EXPENSES": means:

- (a) any and all expenses incurred in or as the result of the management of the Trust; and
- (b) such further or other amounts in each year as the Trustees shall, in their sole and absolute discretion, consider to be proper allowances, reserves, deductions and/or disbursements applicable in accordance with generally accepted accounting principles and those amounts paid or disbursed from the income of the Trust Patrimony in the normal course of administration, inclusive of any income tax payable in virtue of any applicable laws.

1.6 FISCAL YEAR OF THE TRUST: means the period commencing on the first day of January and terminizing on the last day of December.

1.7 "INUK/INUTT": means a personisi encolled or entitled to be enrolled as an Inuit Beneficiary in accordance with An Act Respecting Cree, Inuit and Naskapi Native Persons, Q.R.S. c. A-33.1.

1.8 "LANDHOLDING CORPORATION" means a Landholding Corporation incorporated by the Government of Quérez pursuant to the Act Respecting the Land Regime in the James Bay and the New Québez Territories. R.S.Q. c. R-13.1.

1.9 "MONEY TRANSFERS": means all monies to be received in virtue of the Raglan Agreement and shall consist of Aliocations 1, 2 and 3, as more specifically detailed under Section V.

1.10 "NET MONEY TRANSFERS": means the Money Transfers received during a fiscal year, plus annual Revenues earned thereon, minus Annual Expenses incurred during said fiscal year.

1.11 "NORTHERN VILLAGE": means any northern village municipality erected by the Government of Québec, by letters patent, pursuant to the Act Respecting Northern Villages and the Kativik Regional Government, R.S.Q. c. V-6.1.

1.12 *PURPOSE OF THE TRUST': has the meaning given in Section Il hereafter.

B.

1.13 "RAGLAN AGREEMENT": means the Agreement that has resulted from the negotiations between Société Minière, Makivik Corporation, Quarqalik Landholding Corporation of Salluit, the Northern Village of Salluit, Nunaturlik Landholding Corporation of Kangiqsujuaq, and the Northern Village of Kangiqsujuaq, which Agreement is to be executed contemporaneously herewith and includes any amendments made thereto from time to time.

1.14 "RESIDENT ALPALUK INUK/INUIT": means an Inuk/Inuit affiliated to the Northern Village of Aupaluk and residing therein, the whole as confirmed by the List of Inuit Beneficiaries kept by the Nunavik Landholding Corporation of Aupaluk pursuant to the Decree of the Québec Government No. 976-83, dated the eighteenth day of May, Nineteen hundred and eighty-three. The definition of an Inuk/Inuit affiliated with Aupaluk is interpreted in accordance with the Act Respecting Cree, Inuit and Naskapi Native Persons, R.S.Q. c. A-33.1

For greater clarity, an lnuk Unuit affiliated with Aupaluk shall be deemed to be residing therein if he/she is currently living in Aupaluk. Said person would still be deemed to be a resident of Aupaluk if he/she is residing outside of Aupaluk, provided that he/she relocated for reasons of employment with an Inuit or Nunavik organization, educational purposes, due to confinement in a hospital or due to imprisonment.

1.15 "RESIDENT KANGIQSUJUAQ INUKUNUTT": means an Inuk/Inuit affiliated to the Northern Village of Kangiqsujuaq and residing therein, the whole as confirmed by the List of Inuit Beneficiaries kept by the Nunaturlik Landholding Corporation of Kangiqsujuaq pursuant to the Decree of the Québec Government No. 976-83, dated the eighteenth day of May. Nineteen hundred and eighty-three. The definition of an Inuk/Inuit affiliated with Kangiqsujuaq is interpreted in accordance with the Act Respecting Cree. Inuit and Naskapi Native Persons, Q.R S. c. A-33.1

For greater clarity, an Inuk Inuit affiliated with Kangiesuluag shall be deemed to be residing therein if helshe is currently living in Kangiesuluaq. Said person would still be deemed to be a resident of Kangiqsuluaq if be sne is residing outside of Kangiqsuluaq, provided that he she relocated for reasons of employment with an Inuit or Nunavik organization, educational purposes, due to confinement in a hospital or due to imprisonment.

1.16 "RESIDENT KANGIRSUK INUK/INUIT": means an Inuk/Inuit affiliated to the Northern Village of Kangirsuk and residing therein, the whole as confirmed by the List of Inuit Beneficiaries kept by the Saputik Landholding Corporation of Kangirsuk pursuant to the Decree of the Quebec Government No. 976-83, dated the eighteenth day of May. Nineteen hundred and eighty-three. The definition of an Inuk/Inuit affiliated with Kangirsuk is interpreted in accordance with the Act Respecting Cree, Inuit and Naskapi Native Persons, R.S.Q. c. A-33.1

For greater clarity, an lnuk/lnuit affiliated with Kangirsuk shall be deemed to be residing therein if he/she is currently living in Kangirsuk. Said person would still be deemed to be a resident of Kangirsuk if he/she is residing outside of Kangirsuk, provided that he/she relocated for reasons of employment with an lnuit or Nunavik organization, educational purposes, due to confinement in a hospital or due to imprisonment.

1.17 "RESIDENT NUNAVIK INUKUNUIT": means an InukUnuit affiliated to a Northern Village and residing therein, the whole as confirmed by the List of Inuit Beneficiaries kept by the Ministry of Health and Social Affairs, or its successors. For the purposes of this Trust Deed, a Resident Nunavik InukUnuit shall include Resident Kangiqsujuaq Inuit and Resident Salluir Inuit.

For greater clarity, a Nunavik Inuk/Inuit shall be deemed to be residing in a Northern Village if he/she is currently living in a Northern Village. Said person would still be deemed to be a resident of a Northern Village if he/she is residing outside of a Northern Village, provided that he/she relocated for reasons of employment with an Inuit or Nunavik organization, educational purposes, due to confinement in a hospital or due to imprisonment.

1.18 "RESIDENT PUVIRNITUQ INUK INUIT": means an Inuk Unuit affiliated to the Northern Village of Puvirnitug and residing therein, the whole as confirmed by the List of Inuit Beneficiaries kept by the Ministry of Health and Social Affairs, or its successors. The definition of an Inuk Unuit affiliated with Puvirnituk is interpreted in accordance with the Act Respecting Cree, Inuit and Naskapi Native Persons, R.S.Q. c. A-33.1

For greater clarity, an Inuk Unuit affiliated with Puvimituk shall be deemed to be residing therein if he/she is currently living in Puvimituk. Said person would still be deemed to be a resident of Puvimituk if he/she is residing outside of Puvimituk, provided that he/she relocated for reasons of employment with an Inuit or Nunavik organization, educational purposes, due to confinement in a hospital or due to imprisonment.

1.19 "RESIDENT SALLUIT INUKINUIT", means an Inuk Inuit affiliated to the Northern Village of Salluit and residing therein, the whole as confirmed by the List of Inuit Beneficiaries kept by the Qargalik Landholding Corporation of Salluit pursuant to the Decree of the Québez Government No. 976-83, dated the eighteenth day of May. Nineteen hundred and eighty-three. The definition of an Inuk/Inuit affiliated with Salluit is interpreted in accordance with the Act Respecting Cree, Inuit and Naskapi Narive Persons, R.S.Q. c. A-33.1

For clarity, an Inuk'Inuit affiliated with Sallul: shall be deemed to be residing therein if hershe is currently living in Salluit. Said person would still be deemed to be a resident of Salluit if hershe is residing outside of Salluit, provided that hershe relocated for reasons of employment with an Inuit or Nunavik organization, educational purposes, due to confinement in a hospital or due to imprisonment.

1.20 "REVENUE(S)": means the total annual income of the Trust earned during a fiscal year.

1.21 "TRUST": means the Trust Patrimony constituted by these presents.

1.22 "TRUST BENEFICIARIES": means any person(s), group(s) or organization(s) of Class(es) or Sub-Class(es) or Sub-Sub Class(es) of Trust Beneficiaries referred to under Section IV hereof entitled, subject to the provisions of Sections V and VI hereof, to receive a percentage of the Net Money Transfers provided for in Section VI hereof.

1.23 "TRUST PATRIMONY": means the amount of the gift mentioned in Section III and any additional property which may be added to the gift pursuant to the Raglan Agreement at any time during the lifetime of the Trust (excluding those amounts distributed from time to time in accordance with the terms hereof and excluding Annual Expenses), the Revenues as well as moneys, securities, property deposits, assets and investments made or authorized by the Trustees empowered to do so under the Trust, and any further additional property which may be vested in the Trust and all Revenue from such property, but excluding Annual Expenses.

1.24 "TRUSTEES": means the Trustees acting in virtue of these presents and includes, as well as the original Trustees, any Trustees subsequently appointed by virtue of the terms of these presents.

1.25 WINDING-UP DATE OF THE TRUST : means either:

(a) the thirty-first day of December of the year following the year in which the Raglan Agreement terminates; or

(b) the thirty-first day of December of the year in which the Trustees have received a notice from the lnuit Parties in virtue of the Raglan Agreement to the effect that no further Money Transfers are to be made to this Trust under the Raglan Agreement.

SECTION II

Purpose of the Trust

The Purpose of the Trust is to receive, hold and administer the Trust Patrimony for the benefit of the Trust Beneficiaries and to distribute same to the Trust Beneficiaries in accordance with the terms hereof.

SECTION III

Constitution of Trust Patrimony and Donation

The Settlor hereby constitutes a Trust Patrimony by appropriation for the Purpose of the Trust and for the benefit of the Trust Beneficiaries and hereby transfers to the Trust Patrimony, by way of an irrevocable gift for the benefit of the Trust Beneficiaries, the Trustees hereby accepting, the sum of Ten dollars (\$10.00) which the Trustees acknowledge to have received in full, whereof quit, with exclusive possession from this date and with immediate and actual divesting and delivery by the Settlor.

The Trustees hereby accept the Trust herein created and undertake to hold and administer the Trust Patrimony for the Purpose of the Trust and the Trustees shall have the control and the exclusive administration of the Trust Patrimony and shall exercise all of the rights pertaining to the Trust Patrimony to the exclusion of the Settlor and of the Trust Beneficiaries.

The Trustees shall, for the duration of the Trust, accept the Money Transfers made from time to time in virtue of the Ragian Agreement and hold and administer the same in accordance with the terms bereof.

On the Winding-Up Date of the Trust, the Trustees shall remit and payover the said gift of Ten dollars (\$10.00) to Makivik Corporation.

SECTION IV

Trust Beneficiaries

For the purposes of this Trust Deed, there shall be three (3) Classes of Trust Beneficiaries, namely:

Class 1	Community of Salluit
Class 2	Community of Kangiqsujuaq
Class 3	Nunavik

SECTION IV (a)

Sub-Classes of Class I

For the purposes of this Trust Deed, Class 1 / Community of Salluit shall be comprised of the following ten (10) Sub-Classes:

Sub-Class 1.1	Qarqalik Landholding Corporation of Salluit:
Sub-Class 1.2	all Resident Salluit Inuit as of the first day of April in the year of distribution;
Sub-Class 1.3	all Resident Salluit Inuit of the age of majority as of the first day of April in the year of distribution;
Suh-Class 1.4	all Resident Salluit Inuit under the age of majority as of the first day of April in the year of distribution;
Sub-Class 1.5	all Resident Salluit Inuit 5.xty-five (65) years of age or older as of the first day of April in the year of distribution;
Sub-Class 1.6	all Resident Salluit Inuit fifty-five (55) years of age or older as of the first day of April in the year of distribution;
Sub-Class 1.7	all Resident Salluit Inuit between eighteen (18) and fifty-five (55) years of age as of the first day of April in the year of distribution;
Sub-Class 1.8	all Resident Salluit Inuit who are full-time students in a post-secondary institution as of the first day of April in the year of distribution;

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Sub-Class 1.9	all Resident Salluit Inuit who are part-time students in a post-secondary institution as of the first day of April in the year of distribution;
Sub-Class 1.10	all Resident Salluit Inuit who are receiving either unemployment insurance or social assistance as of the first day of April in the year of distribution.

SECTION IV (b)

Sub-Classes of Class 2

For the purposes of this Trust Deed, Class 2 / Community of Kangiqsujuaq shall be comprised of the following ten (10) Sub-Classes:

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Sub-Class 2.1	Nunaturlik Landholding Corporation of Kangiqsujuaq;
Sub-Class 2.2	all Resident Kangiqsujuaq Inuit as of the first day of April in the year of distribution;
Sub-Class 2.3	all Resident Kangiqsujuaq Inuit of the age of majority as of the first day of April in the year of distribution;
Sub-Class 2.4	all Resident Kangiqsujuaq Inuit under the age of majority as of the first day of April in the year of distribution;
Sub-Class 2.5	all Resident Kangiqsujuan Inuit sixty-five (65) years of age or older as of the first day of April in the year of distribution:
Sub-Class 2.6	all Resident Kangiqsujuaq Inuit fifty-five (55) years of age or older as of the first day of April in the year of distribution.
Sub-Class 2.7	all Resident Kangiqsujuaç Inuit between eighteen (18) and firity-five (55) years of age as of the first day of April in the year of distribution;
Sub-Class 2.8	all Resident Kangiqsujuaq Inuit who are full-time students in a post-secondary institution as of the first day of April in the year of distribution;
Sub-Class 2.9	all Resident Kangiqsujuaq Inuit who are part-time students in a post-secondary institution as of the first day of April in the year of distribution;
Sub-Class 2.10	all Resident Kangiqsujuaq Inuit who are receiving either unemployment insurance or social assistance as of the first day of April in the year of distribution.

9-SECTION IV (c)

Sub-Classes of Class 3

For the purposes of this Trust Deed, Class 3 / Nunavik shall be comprised of the following thirteen (13) Sub-Classes:

Sub-Class 3.1	Makivik Corporation:
Sub-Class 3.2	all Resident Nunavik Inuit as of the first day of April in the year of distribution;
	all Resident Nunavik Inuit of the age of majority as of the first day of April in the year of distribution;
	all Resident Nunavik Inuit under the age of majority as of the first day of April in the year of distribution;
Sub-Class 3.5	all Resident Nunavik Inuit sixty-five (65) years of age or older as of the first day of April in the year of distribution;
Sub-Class 3.6	all Resident Nunavik Inuit fifty-five (55) years of age or older as of the first day of April in the year of distribution;
Sub-Class 3.7	all Resident Nunavik Inuit between eighteen (18) and fifty-five (55) years of age as of the first day of April in the year of distribution.
Sub-Class 3.8	all Resident Nunavik Inuit who are full-time students in a post-secondary institution as of the first day of April in the year of distribution:
Sub-Class 3.9	all Resident Nunavik Inuit who are part-time students in a post-secondary institution as of the first day of April in the year of distribution.
Sub-Class 3.10	all Resident Nunavik Inuit who are receiving either unemployment insurance or social assistance as of the first day of April in the year of distribution.
Sub-Class 3.11	Saputik Landholding Corporation of Kangirsuk and/or one or more of the following Sub-Sub
Sub-Sub-Class	Class(es): 3.11.1 all Resident Kangirsuk Inuit as of the first day of April in the year of distribution;

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Sub-Sub-Class 3.11.2	all Resident Kangirsuk Inuit of the age of majority as of the first day of April in the year of distribution:
Sub-Sub-Class 3.11.3	all Resident Kangirsuk Inuit under the age of majority as of the first day of April in the year of distribution;
Sub-Sub-Class 3.11.4	all Resident Kangirsuk Inuit sixty- five (65) years of age or older as of the first day of April in the year of distribution;
Sub-Sub-Class 3.11.5	all Resident Kangirsuk Inuit fifty- five (55) years of age or older as of the first day of April in the year of distribution;
Sub-Sub-Class 3.11.6	all Resident Kangirsuk Inuit between eighteen (18) and fifty- five (55) years of age as of the first day of April in the year of distribution;
Suh-Sub-Class 3.11.7	all Resident Kangirsuk Inuit who are full-time students in a post- secondary institution as of the first day of April in the year of distribution.
Sub-Sub-Class 3.11.8	all Resident Kangirsuk Inuit who are part-time students in a post- secondary institution as of the first day of April in the year of distribution:
Sub-Sub-Class 3.11.9	all Resident Kangirsuk Inuit who are receiving either unemployment insurance or social assistance as of the first day of April in the year of distribution.
the No to the James R.S.O.	bolding Corporation to be incorporated for them Village of Puvirnituq in accordance Act Respecting the Land Regime in the Bay and the New Québec Territories. c. R-013.1, and/or one or more of the ng Sub-Sub-Class(es):

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Sub-Sub-Class 3.12.1	all Resident Puvirnituq Inuit as of the first day of April in the year of distribution;
Sub-Sub-Class 3.12.2	all Resident Puvirnituq Inuit of the age of majority as of the first day of April in the year of distribution;
Sub-Suh-Class 3.12.3	all Resident Puvirnituq Inuit under the age of majority as of the first day of April in the year of distribution;
Sub-Sub-Class 3.12.4	all Resident Puvirnituq Inuit sixty-five (65) years of age or older as of the first day of April in the year of distribution;
Sub-Sub-Class 3.12.5	all Resident Puvirnituq Inuit fifty- five (55) years of age or older as of the first day of April in the year of distribution;
Sub-Sub-Class 3.12.6	all Resident Puvirnituq Inuit between eighteen (18) and fifty- five (55) years of age as of the first day of April in the year of distribution;
Sub-Sub-Class 3.12.7	all Resident Puvirnituq Inuit who are full-time students in a post- secondary institution as of the first day of April in the year of distribution:
Sub-Suh-Class 3.12.8	all Resident Puvirnituq Inuit who are part-time students in a post- secondary institution as of the first day of April in the year of distribution;
Sub-Suh-Class 3.12.9	all Resident Puvirnituq Inuit who are receiving either unemployment insurance or social assistance as of the first day of April in the year of distribution.

Sub-Class 3.13

All Resident Aupaluk Inuit of the age of majority as of the first day of April in the year of distribution; however, and contrary to any other Sub-Classes and Sub-Sub Classes herein, it is specifically provided that said Sub-Class 3.13 has

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the following particular condition, namely that the total amount to be distributed to said Sub-Class 3.13 during the full duration of this Trust, whether in one or more instalments shall in no event exceed and is therefore limited to the total maximum sum of TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00) and therefore once said maximum total has been reached, it is understood that said Sub-Class 3.13 shall not be entitled to receive any additional distribution of Net Money Transfers.

SECTION V

Types of Money Transfers

Under the terms of the Raglan Agreement and for the purposes of this Trust Deed, there shall be three (3) types of Money Transfers to be made pursuant to the Raglan Agreement and in consequence to be received by the Trustees.

> Allocation 1 Transfer Allocation 2 Transfer Allocation 3 Transfer

SECTION V (a)

Distribution of an Allocation 1 Transfer

For the purposes of this Trust Deed, the Allocation 1 Transfer shall be distributed among the three (3) Classes of Trust Beneficiaries as follows:

Class 1 / Community of Salluit	33 1 35
Class 2 / Community of Kangiqsujuaq	33 1 39
Class 3 / Nunavik	33 1/3%

SECTION V (b)

Distribution of an Allocation 2 Transfer

For the purposes of this Trust Deed, the Allocation 2 Transfer shall be distributed among the three (3) Classes of Trust Beneficiarity as follows:

Class 1 / Community of Salluit	50%
Class I / Community of Sanon	50%
Class 2 / Community of Kangiqsujuaq	
	0%
Class 3 / Nunavik	

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SECTION V (c)

Distribution of an Allocation 3 Transfer

For the purposes of this Trust Deed, the Allocation 3 Transfer shall be distributed among the three (3) Classes of Trust Beneficiaries as follows:

Class I / Community of Salluit	45%
Class 2 / Community of Kangiqsujuaq	- 30%
Class 3 / Nunavik	25%

SECTION VI

Power to Appoint and Annual Distribution

On or before the fifteenth day of December of each year, the Trustees shall allocate and divide the Net Money Transfers between the three (3) Classes of Trust Beneficiaries according to the divisions and the percentages mentioned in Section V.

The Settlor hereby confers to the Trustees the exclusive and discretionary power to appoint within each Class of Trust Beneficiaries, the Sub-Class(es) and/or Sub-Sub-Class(es) forming part of the said Class who shall receive the distribution of the Net Money Transfers.

On or before the fifteenth day of December of each year, the Trustees shall meet to appoint the Sub-Class(es) and/or Sub-Sub-Class(es) for the distribution for that year.

On or before each Annual Distribution Date, the Trustees must distribute to the appointed Sub-Class(es) and or Sub-Sub-Class(es) of each Class of Trust Beneficiaries the Net Money Transfers derived from the Money Transfers received since the beginning of the fiscal year and all payments must be made on or before the fifteenth day of December of each year.

Should the Trustees, in any given year, fail to make such appointments for any reason whatsoever on or hefore the Annual Distribution Date, then the following Sub-Classes of each of the Classes of Trust Beneficiaries shall automatically be the "Trust Beneficiaries by default" entitled to receive the Net Money Transfers for that year:

Class 1 for Class 1 / Community of Salluit, the Trust Beneficiaries by default shall be Sub-Class 1.1 / Qarqalik Landholding Corporation of Salluit.

Class 2 for Class 2 / Community of Kangiqsujuaq, the Trust Beneficiaries by default shall be Sub-Class 2.1 / Nunaturlik Landholding Corporation of Kangiqsujuaq.

Class 3 for Class 3 / Nunavik, the Trust Beneficiaries by default shall be Sub-Class 3.1 / Makivik Corporation.

The Trustees may carry out such consultation as they in their discretion deem appropriate to assist them in appointing each year the Sub-Class(es) and Sub-Sub-Class(es) of each Class of Trust Beneficiaries without being obliged however to follow any recommendations following said consultation.

SECTION VII

Trustees and Replacement of Trustees

In creating this Trust, the Settlor has specifically selected from among the Trustees, those Trustees who shall represent each of the three (3) classes of Trust Beneficiaries.

Therefore, those persons bolding the following offices [hereinafter referred to as the "Listed Office(s)"] or anyone named to such Listed Office on an interim or acting basis in his stead shall automatically be Trustees under this Trust Deed, namely:

- (a) the Mayor of the Northern Village of Kangiqsujuaq:
- (b) the Mayor of the Northern Village of Salluit;
- (c) the President of Makivik Corporation;
- (d) the Treasurer of Makivik Corporation:
- (e) the Director of Finance of Makivik Corporation, provided he is not a Trust Beneficiary. In the event that the Director of Finance is a Trust Beneficiary, then he she shall be replaced by the Controller of the Finance Department of Makivik Corporation provided he she is not a Trust Beneficiary. In the event that both the Director of Finance and the Controller are Trust Beneficiaries, he she shall be replaced by a Trustee who is not a Trust Beneficiary, jointly appointed in writing by the President and the Treasurer of Makivik Corporation: a duplicate of said appointment shall be kept with the books and records of the Trust.
- (g) the Department Head, Contentieux of Makivik Corporation, provided that he she is not a Trust Beneficiary. In the event that the Department Head, Contentieux of Makivik Corporation, is a Trust Beneficiary, then he she shall be replaced by an Attorney, whether or not employed by Makivik Corporation, provided that he she is not a Trust Beneficiary, jointly appointed in writing by the President and the Treasurer of Makivik Corporation; a duplicate of said appointment shall be kept with the books and records of the Trust.

The persons holding the Listed Offices above-mentioned shall remain Trustee as long as they hold said Listed Offices, subject to the following.

There shall always be six (6) Trustees in office. It is understood that two of the Trustees shall always be non-Trust Beneficiaries.

The position of any one Trustee shall be deemed vacant if a Trustee resigns, is deceased, becomes mentally incompetent, unable to act, takes a leave of absence of more than five (5) days duration, becomes bankrupt or insolvent, ceases to hold one of the abovementioned Listed Offices, or is convicted of an indictable offence punishable by two or more years of incarceration; such Trustee shall be automatically and immediately replaced by the person appointed to said offices or by the person who occupies said Listed Office in the interim or on an acting basis provided however in the latter case that such replacing Trustee occupying said Listed Office in the interim or on an acting basis shall remain Trustee on a temporary basis as long as such Trustee occupies said Listed Office in the interim or on an acting basis.

A resolution of the Council (in the case of the Northern Village of Kangiqsujuaq and the Northern Village of Salluit) or a resolution of the Board of Directors (in the case of Makivik Corporation) shall be a sufficient proof that a Trustee is holding one of the Listed Offices above-mentioned or has been named on an interim or on an acting basis, certified copies of said resolution(s) shall be kept with the books and records of the Trust.

Should it be impossible, for any reason whatsoever, to replace any Trustee in the manner hereinabove mentioned or in the event that a Trustee resigns as a Trustee but remains in Listed Office, then, the remaining Trustees shall at their discretion designate in writing a replacement to act as Trustee under the terms hereof until such vacancy in the Listed Office has been filled or until such Trustee has been replaced in his Listed Office and such replacement Trustee(s) shall horwithstanding his appointment as Trustee(s) on a temporary basis] be vested with all the rights and powers granted to Trustees under the terms of this Trust Deed: a duplicate of said appointment shall be kept with the books and records of the Trust.

A Trusteetsi shall at any times have the right to renounce or resign the office of Trustee without authorization of the Court, such resignation or renounciation to be in writing, a copy of which shall be sent to all other Trustees and the Representatives (as defined in Section XV hereafter), a duplicate thereof shall be kept in the books and records of the Trust.

SECTION VIII

Trustees' Powers

The Trustees shall secure the appropriation of the Trust Patrimony and shall have the control and the exclusive administration of the Trust Patrimony and shall have all the rights and powers conferred on them in virtue of this present Trust Deed and shall act with regard to the Trust Patrimony as the Administrator of the property of others charged with simple administration subject to the following limitations.

The Trustees shall have the following limited powers to the exclusion of any other powers, namely:

 to receive any sum of money payable from time to time to the Trust Patrimony under the terms of the Raglan Agreement and effect discharge therefore;

- to invest the Trust Patrimony solely in the investments bereinafter mentioned;
- (c) to appoint an auditor for the Trust to hold office for one (1) year from the time of appointment; the Trustees may also retain staff to carry on any of the administrative duties and responsibilities of the Trustees, retain by contract or otherwise, any person or persons who they, in their absolute discretion, feel can best advise them on matters relating to the administration of the Trust including legal, accounting and investment advisors and employ and pay any professional or other persons whose services can be useful in the discharge of the Trustees' duties;
- (d) to rent or acquire office space and such equipment and furnishings as they, in their absolute discretion, consider necessary to carry out their obligations under this Deed;
- (e) to institute, maintain, ahandon or defend any action, seizure, lawsuit or other proceedings concerning the Trust Patrimony; and to transact, compromise and settle amicably for such purpose, and to agree to any compromise, release or arrangement; submit any dispute to arbitration or to any alternative means of conflict resolution;
- (f) to pay out of either or both the income and capital of the Trust Patrimony, as they may from time to time determine, any taxes payable in connection with the Trust Patrimony;
- (g) from time to time and at any time or times, to make or not to make any election or elections, determinations, distributions and allocations for the purposes of the Income Tax Act (Canada) or any similar legislation of any province, territory or other jurisdiction in force from time to time as they may, in their absolute discretion, deem to be in the best interest of the Trust Patrimony and the Trust Beneficiaries;
- to distribute to the Trust Beneficiaries, subject to the terms hereof, the Net Money Transfers according to the terms hereof;
- to pay out of the Revenue any tax payable with regard to the Trust, by the Trust or any Trust Beneficiaries;
- (j) to deposit any sums of money, orders for payment, cheques, negotiable instruments and commercial paper in any bank, trust company or other financial institution; draw and issue any cheque, draft order for payment, negotiable instrument and commercial paper, make any endorsement, take back any security and require the delivery of any certificate, negotiable instrument or commercial paper or any other property;
- (k) to obtain insurance against loss or liability arising from the Trust Patrimony; and

(i) to perform all acts authorized by virtue of this Trust Deed, without judicial authorization and without the consent or authorization of any of the Trust Beneficiaries bereunder.

Notwitstanding the terms of Section 1339 and seq. of the Civil Code of Québec relating to "Presumed Sound Investments", the Trustees are bound to invest the Money Transfers and the Trust Patrimony in the following investments, to the exclusion of any other investments, namely, Term Deposits, Bankers's Acceptances and Bearer Discoum Notes issued by major Canadian Banks or Schedule B Banks, Commercial Paper issued by Corporations with a minimum R-1 credit rating as determined by the Dominion Bond Rating Service.

SECTION IX

Meetings of the Trustees, Quorum and Decisions

The majority of the number of Trustees shall constitute a quorum at any meeting of the Trustees provided however that one of the Mayors acting as Trustee and one of the Trustees who is not a Trust Beneficiary form part of that quorum.

All decisions of the Trustees shall be taken by a majority of the Trustees present at a meeting of the Trustees provided however that one of the Mayors and one of the Trustees who is not a Trust Beneficiary form part of that majority.

Notwithstanding the foregoing, any conservatory act or one requiring immediate action may be carried out by any two Trustees without the necessity of Court authorization.

The Trustees shall, at their sole discretion, for certain specific acts only, delegate their functions or appoint a third party representative(s), notwithstanding the fact that such third party representative(s) may be employed by the same organization(s) as the Trustee(s).

The Trustees shall appoint annually a Chairman and a Secretary. In addition, the Trustees shall appoint a Treasurer who need not be a Trustee. The Chairman, Secretary and Treasurer shall retain their positions for one (1) year or until their replacements have been nominated.

The Trustees may hold their meetings at such place or places as they may from time to time determine. No formal notice of the holding of a meeting shall be necessary if all Trustees are present, or if those Trustees who are absent consent (either before or after the date of the meeting), to the holding of the meeting. A meeting of the Trustees may be formally called by any Trustee. Notice of such meeting shall be delivered, telephoned, telexed, telegraphed or transmitted by telecopier to each Trustee no less than seven (7) days prior to the date of the meeting, if mailed, no less than seven (7) days prior to the date of the meeting. The starutory declaration of the Chairman that notice has been given pursuant to this Deed shall be sufficient and conclusive evidence of the giving of such notice. The Trustees may schedule a day(s) in any month for regular meetings at an hour to be determined and for such regular meetings no notice need be sent.

No accidental error or omission in giving notice for a meeting of Trustees shall invalidate such a meeting and make void any proceedings taken or had at such meeting and any Trustee may at any time waive notice of any such meeting and may ratify and approve any or all proceedings taken or had thereat.

The Trustees may, if a majority agrees, participate in a meeting of the Trustees by means of telephone or other communication facilities, as permit all persons participating in the meeting to communicate verbally with each other. They are then deemed to have been present at the meeting.

A resolution in writing signed by all Trustees is as valid as if it had been passed at a meeting. A copy of such resolution shall be kept with the minutes of the proceedings of the Trustees.

The Trustees may consider or transact any business at any meeting of the Trustees.

The Chairman or, in his absence, the Secretary or such other Trustee as the Trustees may from time to time appoint for the purpose, shall preside at all meetings of the Trustees. The Secretary, or in his absence, a person designated by the Chairman, shall act as Secretary of the meetings.

On or before the Annual Distribution Date, the Trustees shall hold a meeting to appoint the Trust Beneficiaries as provided for in Section V and to distribute the Net Money Transfers as herein provided.

All deliberations and decisions of the Trustees shall be recorded in writing by minutes.

The Minute Book of the deliberations and decisions of the Trustees as well as all necessary books and records of the Trust, including books of account with respect to all sums of money received, expended and distributed by the Trust and other property of the Trust and all other transactions affecting the financial position of the Trust shall be properly kept and all such books and records shall be kept at the office of Makivik Corporation in Montreal or at such other place in Canada as the Trustees may direct in writing from time to time; all said books and records shall at all times be open for inspection by the Representatives of the Trust Beneficiaries hereinafter mentioned in Section XV.

Any dissenting Trustee shall not be liable for an act of which he did not approve if he makes known his dissent in writing.

SECTION N

Administration, Banking, Expenses and Annual Account

The Trustees may employ for reasonable remuneration any professional person, or other physical or moral person, the services or expertise of whom may be useful to them in the execution of their powers or in the administration of this Trust and particularly for bookkeeping and preparation of any reports or accounts.

The Trustees shall have the complete discretion to use any bank or trust company or other financial institution with regard to the financial transactions of the Trust and this provision shall govern all the financial affairs of the Trust.

Any cheque, order and negotiable instrument shall be executed and signed by any two (2) Trustees or by any person named for that purpose under any banking proxy signed by all Trustees, as long as the issuance of such cheque, order or negotiable instrument has been authorized by a decision of the Trustees.

Each Trustee shall be entitled to reimbursement of reasonable expenses incurred while performing his/her duties hereunder. Each Trustee, other than a Trustee who is an Officer or an employee of Makivik Corporation, shall also be entitled to an annual remuneration in an amount not to exceed One Thousand dollars (\$1,000.00).

The administration expenses of the Trust shall be paid out of the Revenue and if such funds are insufficient, out of the capital of the Trust.

The Trustees shall, on an annual basis, render a summary account of their administration of the Trust to Nunaturlik Landholding Corporation of Kangiqsujuaq, Qarqalik Landholding Corporation of Salluit and Makivik Corporation. The Trustees shall, upon written request from Société Minière and at Société Minière's expense, furnish to Société Minière an audited rendering of account regarding the Trust Patrimony.

No additional accounting shall be required in the event of resignation or replacement of any of the Trustees.

On the Winding Up Date of the Trust, the Trustees shall render an amicable final account of their administration of the Trust to Nunaturlik Landholding Corporation of Kangiqsujuaq, Qarqalik Landholding Corporation of Salluit and Makivik Corporation.

SECTION XI

Trustees' Liability

The Trustees and each of them are exonerated from any responsibility or liability for loss or damage to the Trust Patrimony or to any part thereof through a bona fide exercise by them or by any of them of any power conferred on them by this Deed or by any statute of law, other than for any loss or damage which may be caused by the gross negligence or wilful default of the Trustees or any of them.

Every Trustee, including his heirs, liquidators, executors, administrators, other personal representatives and mandataries as agreed upon by the Trustees at their discretion, shall not be held personally liable and shall be indemnified and saved harmless out of the funds of the Trust, from and against:

(a) all costs, charges and expenses whatsoever which such Trustee or other person sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against him, or in respect of any act, deed, matter or thing whatsoever,

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made, done or permitted by him, in or about the execution of the duties of his office or in respect of any such liability;

 (b) all other costs, charges and expenses which he sustains or incurs in or about or in relation to the affairs thereof;

except such costs, charges or expenses as are occasioned by his own gross negligence, wilful neglect or default.

SECTION XII

Unseizability

The rights, advantages and benefits granted to the Trust Beneficiaries hereunder shall be unseizable and may at no time be charged, assigned or otherwise alienated as long as they are under the control, possession and administration of the Trustees.

SECTION XIII

No Obligation to Make Inventory

The Trustees shall not be required to take inventory and shall not be bound to take out insurance nor to furnish any security whatsoever to guarantee the performance of their obligations.

SECTION MIV

End of the Trust and Winding Up

On the Winding up date of the Trust, the balance of the Trust Patrimony shall be distributed to the Trust Beneficiaries appointed by the Trustees under Section V.

SECTION XV

Representation

For all purposes herein, all Trust Beneficiaries shall be represented by The Nunaturlik Landholding Corporation of Kangiqsujuaq, the Qarqalik Landholding Corporation of Salluit and Makivik Corporation the "Representatives"). Therefore, any and all rights of the Trust Beneficiaries, whether such rights derived from these presents or by law, shall be exercised by the Representatives who shall also exercise the measures of supervision provided by law, to the exclusion of any other Trust Beneficiaries, persons, organisms or otherwise.

All reports and accounts to be made by the Trustees shall be made to said Representatives, to the exclusion of any other Trust Beneficiaries.

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SECTION XVI

Minors and protected persons

When sums of money are payable hereunder to a minor Trust Beneficiary or a person under protective supervision, the Trustees shall pay over such sums to the tutor, curator, advisor, guardian or parent of such Trust Beneficiary and the receipt of any tutor, curator, advisor, guardian or parent of such Trust Beneficiary shall be a sufficient discharge for the Trustees.

SECTION XVII

Interpretation

17.1 Throughout this instrument, the masculine gender shall include the feminine and neuter and the singular number shall include the plural.

17.2 This Trust Deed shall be interpreted and governed according to the laws of the Province of Quebec.

SECTION XVIII

"Ragian Trust"

The Trust Patrimony and the Trust hereby created shall be known and designated as the "Raglan Trust".

SECTION XIX

Language

The Parties declare that they requested that these presents he drawn up in the English language: les parties ont requis que les présentes soient rédigées en langue anglaise.

WHEREOF ACTE:

DONE AND PASSED at Kuujjuaq under number three thousand seven hundred and twenty-seven of the records of the undersigned Notary.

AND AFTER DUE READING HEREOF, the Parties signed in the presence of the undersigned Notary.

(Signed) Robert LANARI Charlie ARNGAQ • () Willie KEATAINAK) (Simeonie NALUKTURUK () . Peter ADAMS) ſ . Kamal HANNA) ſ • Bernard PENNEE () P. Jean CLÉROUX, Notary)

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ANNEX 3.1

Summary of the Description of the Raglan Project

ANNEX 3.1 Summary Description of the Raglan Project

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The Raglan Project includes a mining complex at Katinniq, port facilities at Douglas Harbour and Deception Bay, road links between Douglas Harbour, Donaldson, Katinniq and Deception Bay, and additional infrastructure or construction and operation of these facilities within the areas demarcated on the maps included in the Environmental Impact Study.

Four linked mining operations are initially proposed - one underground mine at Katinniq and two open pits at No. 2 and No. 3, and one open pit at Donaldson. These operations are expected to have a combined design capacity of 800,000 tonnes of ore per year, and shall provide the mill feed to a single concentrator located at Katinniq. Tailings shall be impounded at a site near to the concentrator, and waste rock from mining operations shall be piled at sites beside each pit, as well as near the concentrator.

- 3. Additional exploration work during the life of the mining operations may result in the delineation of additional reserves at existing mines or elsewhere in the area of the mining claims held by Société Minière Raglan du Québec Ltée, thereby extending the productive life of the Raglan Project and/or necessitating an increase in the production rate of the mining operation or necessitating a new mining complex.
 - Water shall be provided to the mining complex at Katinniq by the creation of a reservoir of approximately 0.5 square kilometres at Katinniapiq. This shall be effected via the construction of a dam and spillway at the head of the Deception River. Water shall continue to be provided to Donaldson from a collector pond already existing at the site, which is replenished from the headwaters of the Povungnituk River. Water shall be drawn and hauled to the Deception Bay facilities from Lac Duquette and/or Lac Françoys-Malherbe.
 - The transportation of the Raglan Project nickel-copper concentrates for shipment to a smelter shall be undertaken using enclosed trucks to haul the concentrate from the concentrator at Katinniq to Deception Bay, where it shall be stored in an enclosed structure, awaiting shipment. The loading of concentrate onto ships and its transportation south is scheduled for six trips per year of approximately 25,000 tonnes per voyage.

The following transportation, lodging infrastructure, auxiliary facilities and improvements are contemplated in the Environmental Impact Study:

- (1) improvements to existing road from Deception Bay to Purtuniq;
- a new road from Purtuniq to Katinniq (from km 65 to km 102);
- (3) bridges at kilometre 10, 23 and 87;

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- (4) improvements to existing road from Katinniq to Donaldson;
- (5) the wharf at Deception Bay; and
- (6) the concentrate storage shed at Deception Bay (approximately 40,000 tonnes total capacity);
- (7) concentrate loading facilities at Deception Bay (approximately 500 tonnes per hour);
- (8) the tank farm at Deception Bay (approximately 27 million liter capacity).
- (9) the airstrip at Deception Bay;
- (10) a jetty and landing dock at Bombardier Beach;
- (11) temporary construction camps at Deception Bay and at Purtuniq (from km 1 to km 65);
- (12) three residential units the main unit at Katinniq, housing approximately 300 people, and secondary units at Donaldson, and at Deception Bay (approximately 20 people);
- (13) airstrips at Donaldson and Purtuniq, one of which to be improved for jet service;
- (14) diesel power generating stations at Katinniq (approximately 18 MW total capacity), at Deception Bay (approximately 1600 kw total capacity) and at Donaldson or Purtuniq (approximately 200 kw total capacity) depending upon the final location of jet airstrip;

Subject to an agreement, satisfactory to Falconbridge being entered into between it and Société Asbestos Limitée, it is contemplated that certain preexisting facilities shall be decommissioned and removed, including:

(1) abandoned buildings at Bombardier Beach;

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- (2) residential unit and offices at Deception Bay;
- (3) conveyor system at Deception Bay wharf.

As well as implementation of the Purtuniq Closure Plan within two years of receipt by Société Minière of the authorization from the Ministre de l'Environnement et de la Faune, Québec, to proceed with the Raglan Project.

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ANNEX 4.2

Foreseen Impacts, Mitigation Measures and Monitoring Programs

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ANNEX. 4.2

RAGLAN PROJECT FORESEEN IMPACTS. MITIGATION MEASURES AND MONITORING PROGRAMS FEBRUARY. 28., 1995

Page numbers in () are references to pages in the Environmental Impact Study prepared by Roche, on behalf of Société Minière, dated April 1993.

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- Shipping in Deception Bay prepared by Roche and Canarctic, on behalf of Societé Minière, dated April 1993.] are references to pages in the report entitled Impact and Risk Assessment of Page numbers in [
-) are references to page numbers in the Answers to the Questions of Makivik Relative to the Environmental Impact Assessment prepared by Roche, on behalf of Societé Minière, dated Revised, November 1994. Page numbers in (*
- ** reflects changes from the design or procedures described in the Environmental Impact Study prepared by Roche, on behalf of Societé Minière, dated April 1993 or in the Answers to the Questions of Makivik Relative to the Environmental Impact Assessment prepared by Roche, on behalf of Societé Minière, dated Revised, November 1994.
- Environmental Impact Study and the mitigating measures proposed, and are not necessarily therefore as indicated) under the Significance after mitigation column are estimates by the parties based on the in the Environmental Impact Study. Text in (

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	MONITORING						Continuously monitor pressure through the system for the purpose of detecting leakage. (485)				
	SIGNIFICANCE after miligation		Minor	Minor	Negligible	Negligible	Negligible	Minor	(Minor)	(Minor)	(Minor)
<u>renruary 28. 1995</u>	MITIGATING MEASURES		None indicated	None indicated	llaulage in pressurized cement type trailers (191, 310); transfer to trenches by pneumatic system (310, 485)	Storage in closed trenches or silos ** with dust collector	Pneumatic loading of ships including security systems and dust collectors (104, 105, 310, 485), as well as an automatic shutoff (515)	None indicated	None indicated	None indicated	Tailings filter cake will reduce dusting (311, 486)
	PAGE		(60£)	(309, 312)	(310)	(310)	(310)	(310)	(11)	(306)	(311)
	IMPACT GENERATING ACTIVITY		Construction and use of road network during construction;	Borrow zone operations;	Concentrate transport between Katinniq and Deception;	Concentrate storage at Deception;	Concentrate loading of ships at Deception;	Use of road network during operations	Concentrate drying	Mining operations e.g. blasting, drilling	Haulage of tailings in open truck;
	IMPACT	1. Air Ouality	1.1 Dust emissions:								

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ANNEX 4.2 RAGLAN PROJECT FORESEEN IMPACTS. MITIGATION MEASURES AND MONITORING PROGRAMS February 28, 1995

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Analyze every two months to determine suitability for burning (220) Measure emissions one year after commissioning and every five years thereafter (533); MONITORING SIGNIFICANCE after mitigation Negligible Minor Minor Minor Minor Minor Minor Minor Minor Minor Filter cake / reduced dusting wetting of pile, whenever required Use of combustion chamber, equipped with dust collectors (133, 310, 485) Continuous covering / progressive reclamation of tailings pile with granular material MITIGATING MEASURES Page 2 None indicated. None indicated PAGE (116) (600) (60C) (60) (606) (60C) (60E) (110) (010) (110) IMPACT GENERATING ACTIVITY Road transport, air transport Combustion of solid waste Use of mobile equipment Construction activities Use of motor vehicles; Erection of structures Concentrate drying Tailings storage; Waste oil buming Blasting Increased Noise Level 1.4 Smoke Emissions **Gas Emissions** IMPACT eg CO 1.2 1.3

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	MONITORING			Inspect bridge foundations and culvert extremities on an annual basis, after the spring flood (484);					Inspect the Katinniapik dam and spillway annually every spring (533, 540);	Install thermistors in the frozen core and read them regularly to monitor the state of frozen core (533);	Monitor reservoir water levels daily during the spring thaw (533)	Check berms & dykes periodically during the operating phase (533)	Install thermistors in the dykes and read them regularly to monitor the integrity of the permafrost (533);	- -
	SIGNIFICANCE after mitigation				Minor		Minor		Minor			Minor	Minor	Negligible
Page 3	MITIGATING MEASURES			To be sized / built so as to prevent upstream flooding, and the creation of pools or waterfalls (483)	Timely repair of any damage to culvents or bridges (484)		Dizing of culverts does not maternally change natural flow;	Road to follow valley ridges, minimizing number of water crossings (117)	Construction of dam and spillway during frozen period (excluding site preparation)			None indicated	None indicated	None indicated
	PAGE			(313)					(313, 314)			(314)	(314)	(314)
	IMPACT GENERATING ACTIVITY			Bridge / culvert construction / emplacement / repair:	 Lake Françoys-Malherbe Lake Duquet 	Kationio Doortin D			- Katimiapik dam / reservoir		Dykes and ditches as required around:	 tailings impoundment arca 	 potentially acid generating waste rock pile 	- Open pit mines
	IMPACT	-	2. HYDRAULIC REGIME	2.1 Modification of Deception River Now regime / surface flow							2.2 Modification of surface runoff patterns around			

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	MONITORING					Inspection of culverts for ice blockage, snow accumulation during the winter and prior to spring thaw				· · ·
	SIGNIFICANCE after miligation			Minor	Minor	Minor	·	Minor	Minor	
Page 4	MITIGATING MEASURES	- <u> </u>		None indicated	Use of single ice track. [66] 2 month intervals between ships;	Use of covers where needed to prevent snow/ice accumulation to be installed in early winter and removed before spring thaw to allow melt waters to flow freely (117, 316, 483)	Regular maintenance of culvert crossings (483)	Shipping route through land fast ice to be S shaped (488)	None indicated	
	PAGE			(315)	(316)	(316)		(316) [30, 41, 42, 93]	(11)	
	IMPACT GENERATING ACTIVITY			Occasional ship to Douglas Harbour during ice season (construction period)	Shipping into Deception Bay during ice season, in late January, mid-March, and late June	Presence of culverts		Winter shipping	Water reservoir / dam	
	IMPACT	THERMAL AND ICE REGIMES	Fracturing of ice cover:	Douglas Harbour	Deception Bay	Deception River		Modification of spatial / temporal pattern of ice break up in Deception Bay	4 Creation of lake regime at head of Deception River.	EMBANK- MENTS AND SEDIMENT REGIMES
		<u> </u>	3.1	*	•	3.2		C. C.	3.4	4.

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MONITORING		Sample and analyze the sediments of the Deception River Delta 3 years after the start of operations and every 3 years thereafter for the parameters specified in section 8.2.2.2 of the EIS (*6, *8)	Sample and analyze the sediments upstream of Lakes Françoys- Matherbe and Duquet confluence, as well as at the outflow of Françoys- Matherbe Lake annually during the summer (530):	Sample and analyze the sediments of the Deception River upstream and downstream of effluent discharge points annually during the summer low water period as per Directive 019 (529);				60 4 m.	
SIGNIFICANCE after mitigation	Minor	Minor	Negligible	Negligible	Negligible	Negligible (given lack of fine sediments on embankment)	Minor	Minor	(Minor)
MITIGATING MEASURES	None indicated	Leave 75 m. of undisturbed land (buffer zone) between embankment and borrow zone (319, 485)	None indicated	During summer low water discharge period only (483)	Retention time of sufficient length to permit settling of particles -as per Directive 019 criterion		Self restoring	Self restoring	Temporary facility required for 2 summers; will be removed or left in place pending discussions with local communities
PAGE	(916)	(919)	(320)	(320)	(321)	(320)	(318)	(318)	(321)
IMPACT GENERATING ACTIVITY	Upgrading of present bridge or construction of new one ** at outlet of Françoys-Malherbe Lake	Use of borrow zone north of Deception airstrip	Road maintenance	Culvert replacement	Tailings runoff water catchment / sedimentation pond	Kalinniq reservoir	Development / repair work at port, i.e. passage of mobile equipment along the shore	Backfilling of intertidal zone at Bombardier Beach	Construction of jetty at Bombardier Beach
IMPACT	River embankments - destabilization / erosion of downstream banks	Increase sediment loads of river					Shoreline embankments destabilization		Accumulation zone of littoral sediments
	4.1	4 1 2					4.3		4.4

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Monitor all effluents from the waste rock piles, open pits, the plant site and tailings impoundment prior to discharge into Deception River (322, Inspect discharge points weekly for signs of overload, vegetation growth, Monitor wastewater flow rates on a odours or other abnormalities (528); Measure dissolved 02 concentration and temperature of the biodisk biodisk discharge site on an annual Sample and analyze potable water supplies for bacterial content on a monthly basis (*8) upstream and downstream of each inflow and outflow of the biodisk daily basis. and sample annually Sample/monitor water quality compartments annually (528); MONITORING system (220, 528); basis (528); 487). SIGNIFICANCE after mitigation Negligible Minor Minor All work close to watercourses limited to times of low water discharge (323, 483) Segregation of waste rock pile (223, 487) Use of UV treatment to kill bacteria on discharge if necessary (132, 323) MITIGATING MEASURES Use of phosphate free detergents (323) Page 6 Use of biodisk (132); PAGE (323, 324) (222) Construction and repair of roads (323) (use of borrow material) a) Waste rock pile and open pits (325) Discharge of sewage treatment plant effluents IMPACT GENERATING ACTIVITY Discharge of effluents from: Increase in nutrient levels (N & P) organic loads and bacteria ERESHWATER ENVIRON-MENTS heavy metal levels in the upstream Increase in suspended solids, Increase in acid / Deception River water turbidity section of the IMPACT **OUALITY:** WATER 5.2 2.1 ŝ s.

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	IMPACT	IMPACT GENERATING ACTIVITY	PAGE	MITIGATING MEASURES	SIGNIFICANCE after mitigation	MONITORING	
				Collection of waste rock runoff and open pit drainage water in common settlement pond; treatment if necessary before release (210, 225);		Analyze all waste rock for acid producing potential (220)	
				Use of acid waste rock as backfill for both underground and open pit operations (225, 487)		Test effluent from the waste rock piles and open pits once per year (225,487), during the period of water flow (June - Oct.) as per sampling schedule table 8.3 (525)	
				Final disposal of remaining acid rock in tailings impoundment (225)			
		b) Concentrator runoff	(325, 326)	Collection in retention basin	Minor	Sample and analyze the effluent from tailings and mill retention ponds as per Tables 8.2 & 8.3 (529, 530):	
				If impounded effluent does not meet regulations, it will be pumped to the mill for treatment		 a) <u>twice</u> a year for sulphates, thiosulphates and additional metals and minerals, including mercury (220). 	
						b) <u>weekly</u> conductivity, total suspended solids, and temperature (220).	
<u></u>						c) <u>continuously</u> for pH and flow (525)	
						 d) frequency to be determined for all regulated metals except cyanide (219 Directive 019) on the basis of field monitoring (Table 8.3). 	
		c) Tailings impoundment	(325, 326)	Collection of runolf in settlement pond;	Minor	Sample and analyze as above (see (b)) as well as daily testing of TDS (total dissolved solids), metals, and pH after all settling and during the discharge period (211)	
				Treatment to comply with directive 019;			
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	IMPACT	IMPACT GENERATING ACTIVITY	PAGE	MITIGATING MEASURES	SIGNIFICANCE after mitigation	MONITORING	
				Annual discharge during flood period (high flow);			
				Avoidance of discharge during char migration periods;			
				Integration of tailings into permafrost (486)		Install thermistors to monitor the frozen state of the tailings (533);	
·				Containment dikes around tailings pile and its settlement pond (192).		Measure the thickness of the active layer after-final restoration (533);	
				If effluent (b) or (c) does not meet regulations, it will be pumped to the mill for treatment,		Monitor/sample potentially acid effluents (a), (b), and (c) after shut- down until such time as effluent meets established criteria (Dir, 019) for 3 consecutive years (540)	
						Monitor/sample water quality both upstream and downstream of discharge points, upstream of Lakes Françoys-Malherbe and Duquet confluence and at outflow of Françoys-Malherbe Lake annually during summer (530) as per Directive 019;	
		 d) Concentrator bleed (water treatment plant effluent; continuous discharge) 	(325)	Treatment to consist of filtering. pH control /adjustment, and flocculant addition (211, 212)	(Minor)	Monitor plant effluents on a continuous basis (326).	
				Use of recycled water for around 80% of the mill's water requirement (487)			
5.4	Oil contamination	Fuel leaks from tank at Katinnig	(135)	Dike and safety accessories to be installed at Katinnig (135)	(Minor)		
		Discharge of effluents from tailings and plant holding ponds	(211)	Provision of booms for periodic oil / grease removal (211);	(Negligible)		
	_			Pond pump below water level to avoid drawing off oil and grease (211);			

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	MONITORING									See 5.2 for monitoring measures			
	SIGNIFICANCE after mitigation		Negligible	Negligihle	Minor	Intermediate (given high metal concentrations near wharf)	Minor	Negligible	Negligible	Negligible / Minor	Minor	Minor	Minor
Page 9	MITIGATING MEASURES		None indicated	None indicated	None indicated	None indicated	Ship manocuvers limited to high tide, to extent possible (330, 488) [64, 68]	Combustion of waste; burial and gradual covering of site with granular material (133, 329)	Construction activities to be conducted at low tide (484)	Use of chemical toilets in temporary camps; use of biodisk and UV treatment as necessary at permanent camp (132)	Use of appropriate ship procedures and practices, viz waste storage, treatment, and disposal during ship presence in bay [74]	None indicated	Training courses for employees to reduce risk of hydrocarbon spills (488)
	PAGE		(328)	(328)	(328)	(329)	(330), [63]	(329)	(328, 484)	(329, 324)	[72, 74]	(330)	(330)
	IMPACT GENERATING ACTIVITY		Road repair around Deception Bay	Replacement / repair of culverts	Backfilling of intertidal zone, Bombardier Beach	Port infrastructure rehabilitation	Ship manoeuvers near wharf	Runoff from waste / landfill site esp. where metal waste is buried	Backfilling of intertidal zone, Bombardier Beach	Disposal of household sewage	Discharge of ship sewage and ballast-water	Construction / repair activities on jetty / wharf	Transhipment of oil products / chemicals
	IMPACT	WATER OUALITY MARINE ENVIRON. MENTS	Increase in sea water turbidity	Increase in load of suspended particles in streams feeding Bay	Resuspension of marine sediments; increased release of metals / oil grease			Addition of suspended particles /metals		Bacteria! contamination		Oil/fuet contamination	
		و.	61	6.2	6.3			6.4		6.5		6.6	 ~

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Rf to section 4.2 for monitoring applicable to marine sediments at mouth of Deception River MONITORING SIGNIFICANCE after mitigation Proper training in equipment maintenance and Negligible waste management Negligible Negligible Negligible (Minor) Minor Minor Minor Pneumatic handling of concentrate dust, use of dust collectors (330, 486) [72] Storage and mixing of chemical reagents to be done in concentrating plant at Katinniq (137) Dikes to be installed around Deception Bay diesel tank farm ** Use of sealed containers for shipment of operating supplies to minimize spillage risk on unloading (104) [73] Closed vehicles; pneumatic unloading and reloading Precautions and procedures of oil supply company will apply. Adherence to MARPOL 73/78 by ship operators MITIGATING MEASURES Page 10 None indicated None indicated PAGE (104, 135) (000) (332) (888) (222) (334) (666) [11] Fuel leaks from supply vessels / sewage discharge Removal of surface soils during Katinniq site - and other construction Regular maintenance of mobile equipment on site IMPACT GENERATING ACTIVITY Discharging of oils/chemicals by ships Fuel leaks from tank farm at Deception Bay Loading / unloading of ship Concentrate transport - off loading Jetty construction cargoes Disturbance of soils MARINE Resuspension of sediments Hydrocarbon contamination Concentrate contamination contamination IMPACT concentrate Chemical / SOILS 6.7 8 7.2 7.3 7.1 2 ø

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	MONITORING						Monitor and sample effluents from selected sites after shutdown until	such time as etituents meet established criteria for 3 consecutive years (540)			Measure the volume of sludge in sedimentation tanks weekly ; and ecord the volume of sludge that are	drawn off and buried (528).	Evaluate the quality of biological silt on disks weekly (528)	Sample and analyze the sludge annually (220)	10.000	
	SIGNIFICANCE after mitigation	Minor	Minor	Negligible	(Intermediate) (within production	zone) (Intermediate) (within production zone)	Negligible				Negligible				Negligible	
Page 11	MITIGATING MEASURES		Emplacement of insulation between building floors and ground	None indicated	None indicated	Ventitation of mine with unheated (cold) air	Clean up areas surrounding mining and operations sites on a regular basis (496)	Combustion of waste, burial of cold ash, covered with granular material to facilitate integration into permafrost (133, 337)	Non combustible trash to be buried at existing disposal site NNE of Donaldson (133)	Burial in old borrow pit. Deception Bay (133)	Transportation of sludge from Deception Bay by enclosed truck to Katinnig disposal site **	Exposure of sludge to sunlight, air drying: spreading of lime between layers of sludge; confined to designated pit (335)			None indicated	
	PAGE	(335)	(336)	(337)	(750)	(137)	(735, 337)				(335, 337)				(338)	
	IMPACT GENERATING ACTIVITY	Removal of mollisol from borrow pits, esp. during construction	Heating of buildings	Presence of water reservoir	Open pit mining	Underground mining	Disposal of solid waste				Disposal of sludges from biodisk				Release of mine effluents	
	IMPACT	Lowering of permatrost roof / disturbance of regime	Lowering of permafrost roof / disturbance of regime (i.e. increase thickness of mollisol layer by warming)	Disturbance of	pendation		Modification of chemical	charactensics of soil						_		
L		8.2	С, 29	8.4			8.5									3. f#4

	MONTTORING		Analyze nearby soils for any oil contamination at shutdown, followed by appropriate treatment / disposal as may be required (538)										
	SIGNIFICANCE after mitigation	Negligible	(Negligible)	(Negligible)				(Negligible)		Minor	Minor	Minor	Minor positive
Page 12	MITIGATING MEASURES	None indicated	Use of 20,000 liter tanks which will be returned to the south for reuse / refilling (106), thus minimizing use of 2051 drums	Use on-site of transportable containers mounted on leak proof bases, surrounded by retaining walls (137)	Products will not be allowed to accumulate on site (138)	Waste oils to be burned in special heaters on site; spent batteries to be shipped south for recycling; solvents to be recycled on site, with any excess shipped south (138)	Waste oil to be analyzed every two months to determine suitability for burning (220)	Use of deicing agents or salts not forescen at present (117)		Work to be done during low water period	None indicated	None indicated	Biodisk and UV treatment
	PAGE	(338)	(538)	(137. 138)			<u> </u>	(117)	 	(666)	(340)	(666)	()40)
	IMPACT GENERATING ACTIVITY	Storage of waste rock / tailings	Petroleum storage / oil tanks / drums	Storage of hazardous wastes				Use of deicing agents / salt on roads		Replacement / repair of culverts; bridge construction,	Mine operations, Katinniq	Emplacement of culverts	Release of domestic sewage effluents
	IMPACT						<u></u>		 FRESHWATER PLANKTON/ BENTHOS	Addition of suspended particles		Modification of river flow characteristics	Addition of organic material and nutrients
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MONITORING		Take annual bicassays using waterfleas (daphnia) and juvenile esichew row (T-M2 2 2) (241)									
SIGNIFICANCE after miligation	Minor positive	Minor	Minor		Negligible	Minor	Minor	Minor, positive		Minor (limited area affected, mainly around Deception)	Negligible (due to absence of vegetation at sites)
Page 13 MITIGATING MEASURES	None indicated	None indicated	Use of industrial water treatment unit, as required		None indicated	None indicated	Manocuvering around wharf limited to high tide, whenever possible	Biodisk treatment, osmotic shock to bacteria on entry into salt water		Restoration of borrow pits; some permanent loss of habitat where roads, buildings, infrastructures built.	None indicated
PAGE	(340, 341)	(341, 342)	(341, 342)		(342)	(343)	(343)	(343)		(344)	(344)
IMPACT GENERATING ACTIVITY	Creation of reservoir	Release of concentrator bleed water (untreated)	Release of treated and untreated effluents from industrial water treatment unit, waste rock pile, tailings impoundment, open pit mining areas		Construction / repair of buildings roads around Deception	Rehabilitation of wharf	Sea transport / manoeuvering around wharf	Release of sewage effluent into Deception Bay		Borrow activities, building and infrastructure construction	Production: open pits, waste rock pile, tailings impoundment
IMPACT	New habitat development	Addition of reagents to freshwater habitats	Other change / degradation of water quality (suspended particles., pH, metal concentrations)	MARINE PLANKTON	Addition of suspended particles	Resuspension of sediments around wharf		Addition of nutrients (N.P.) and organic matter	LAND AND RIVERINE VEGETATION	Destruction of vegetation at localized sites	
	9.4	9.5	9.6	10.	10.1	10.2		10.3	11.		

MONITORING SIGNIFICANCE after mitigation Minor (small area affected) Minor, positive Minor, positive Negligible Negligible Negligible Minor Limit manueuvering to high tide (346, 348) to Minor extent possible and limit concentrate Backfilling work to be done during low water period, to the extent possible Reagents to be removed from Bay as matter of first priority ; to be stored in Katinniq (137) Use of vehicles to be restricted to working activities (352) Biodisk treatment plus natural dilution / dispersal Pneumatic handling./ conveying system MITIGATING MEASURES shipments to six trips or less per year. Page 14 None indicated None indicated (352, 364) PAGE (353, 362) (345) (346) (346) (346) (346) (347) Transfer of concentrate to ships Reduction of habitat Backfilling for construction of jetty Ship manoeuvering near wharf Construction / maintenance of Katinnig reservoir IMPACT GENERATING ACTIVITY Construction of jetty / rehabilitation of port facilities Release of domestic sewage effluents from Deception Bay camp Fishing by non-native employees Sea transport Fishing pressure on population around Donaldson Contamination by fuels, other products 13.ICHTYOFAUNA Landlocked (nonh Resuspension / metal release (Ni. Ca. Cu. Cr. Pb) of insumountable barrier) Creation of new wintering areas Resuspension of MARINE BENTHOS nutrients and organic matter IMPACT Addition of sediments (fish) 12.1 12.4 12.5 13.2 12.2 12.3 13.1 12. a

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MONITORING			Sample fish flesh and target organs at startup and every 3 years thereafter for arsenic, cadmium, copper, iron, mercury, nickel, lead and zinc (496, 530) and use more sensitive analytical methods (*6, *8, *11, *17)						Monitor fishing activities of its employees in the Deception Bay area (468, 496)		
SIGNIFICANCE after mitigation		Negligible (Quantity of organic material to be flooded is negligible; surface area to be covered is small (.5 km ²); constant-flushing of reservoir)	Negligible	Minor	Minor	Negligible, positive	Minor, positive				
MITIGATING MEASURES		None indicated	None indicated	Compliance with directive 019 before release; release on continuous basis	Compliance before discharge; discharge within the 4 wks of spring thaw (high dilution rates) (363)	None indicated	None indicated		Hiring of wildlife guide to monitor non-native activities (468, 496)	Map fishing areas reserved for non-natives (496)	•
PAGE		(353 - 355, 362)	(355)	(363)	(363)	(356, 364)	(355, 361, 363)		(352, 364, 460, 461, 468)		
IMPACT GENERATING ACTIVITY		Construction / maintenance of reservoir, i.e. flooding of land areas		Discharge of treated industrial (H2O	Direct discharge of open pit mining / waste rock / tailings effluents	Use of calcium chloride to prevent freezing of drilling water (i.e. contamination of underground mine sump water)	Discharge of treated sewage into Deception River near Katinniq		Fishing by non-native employees		
IMPACT	13.3 Increase in methyl mercury levels in fish, i.e. methyl mercury contamination of arctic char within :	. Reservoir	- Downstream	13.4 Increase in metal levels in fish		13.5 Increase in calcium levels of water	13.6 Increase in organic material and nutrient levels of water	B) Anadromous	13.7 Increase in fishing pressure		

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MONITORING (Minor) (important issue, but of low intensity) SIGNIFICANCE after mitigation Intermediate Negligible Negligible Construction to be carried out in winter when Negligible water courses of area are frozen Minor Whenever possible, fill work to be carried out at low tide to limit possibility of increasing suspended solids (360) Subject to JBNQA as Category II lands (352) Will not accomodate (362) or authorize (364) employees to eat their catches on location or to freeze them for export south, i.e. will not provide facilities for Inform employees as to regulations viz. fishing as per JBNQA (488), as well as own company policy (496) Subject to provincial regulations (i.e. valid fishing license, quotas and periods) Use of vehicles restricted to work related preservation/consumption of fish (488) MITIGATING MEASURES Will not offer outfitting services(364) Work schedule allows little time for Page 16 recreational fishing None indicated activites only (361, 362, 364) (352, 360) (352, 360) PAGE (357, 360) (352) (362) During construction (short term 3 months, maximum 60 workers) IMPACT GENERATING ACTIVITY During operations (only 10 workers based at Deception, most at Katinniq) Building of dam at Katinniq Backfilling at Bombardier Beach Renovation of wharf (Lake Duquet, downstream portion of Deception River, Deception Bay) (Lake Watts, Lake Françoys-Malherbe) Resuspension of sediments in Deception Bay IMPACT 13.8

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	MONITORING		er is Sample fish flesh and target organs at startup and every 3 years thereafter for arsenic, cadmium, copper, iron, mercury, nickel, lead and zinc (496, 530) and use more sensitive analytical methods (* 6, *8, *11, *17)	by =)						See 13.9 above	/www.communities.com/wydfig	
	SIGNIFICANCE after miligation		Negligible (char presence in river is short; nor do they feed therein)	Negligible (will not be affected by potential increase of Ilg in freshwater environment upstream)	Negligible (due to large dilution)	Major, positive	(Negligible)		(Negligible)	Negligible	Negligible	
Page 17	MITIGATING MEASURES		None indicated	None indicated	None indicated	Removal of culverts at Lake Duquet (360), which are barriers to fish migration	Design of culverts and bridge in ways that do not interfere with char migration between winter habitats and Deception Bay (360)	Installation/construction at times that occur outside char migration periods (484)	None indicated	Compliance with Directive 019 before release on continuous basis	Compliance with Directive 019 (esp. for pH and metals before release (355), discharge to occur within the 4 weeks of spring thaw	
	PAGE		(355)	(355)	(363)	(353, 360)	(360)		(360)	(363)	(355, 363)	
	IMPACT GENERATING ACTIVITY		Construction/maintenance of reservoir at Kattiniq		Discharge of treated sewage into Deception Bay	Construction of bridge at Lake Duquet outlet;	Installation of culverts at secondary water crossings		Modification of existing bridge or construction of new bridge ** at Lake Françoys-Malherbe outlet	Discharge of treated industrial water including recycled tailings snowmelt at Katinniq into Deception River	Direct discharge of open pit mining, waste rock into catchment	Erress mucif discharmed into
	IMPACT	13.9 Methyl mercury contamination build up;	In Arctic char	In marine species on which char feed	13.10 Increase in organic material and nutrient levels	13.11 Creation of obstacles to char migration				13.12 Increase in metal levels (other than mercury) of fish		

Page 17

fowl RD food	r		 							 		•
IMPACT GENERATING PAGE MITIGATING MEASURES IMPACT GENERATING PAGE MITIGATING MEASURES ACTIVITY ACTIVITY Not Impleyers MITIGATING MEASURES MITIGATING MEASURES Mathematic Poist MITIGATING MEASURES Mathematic Prohibition of finams: MITIGATING measures Mathematic Pace of residence Prohibition of finams: Movek activities / equipment use (367, 368) None indicated Wovek activities / equipment use (367, 368) None indicated Mound post (noise generation) (368) None indicated Anitratip use occasional, limited mainly to None indicated Mound post (noise generation) (367) None indicated Anitration (367) None indicated Backfülling for jetty construction (367) None indicated Moode Spont huming by non-mative (367) None indicated Construction, mining, activities: (370) None indicated Indicated		MONITORING	Monitor hunting activities of its employees (Inuit wildlife guide) (468, 496).								Monitor hunting activities of its employees (Inuit wildlife guide)(468,	(044
IMPACT GENERATING PAGE IMPACT GENERATING PAGE Implement use (366, 367) Implement use (367, 368) Mork activities / equipment use (367, 368) Mork activities / equipment use (367, 368) Mork activities / equipment use (367) Aircraft (helicopters / planes) (368) Aircraft (helicopters / planes) (368) Aircraft (helicopters / planes) (367) Aircraft (helicopters / planes) (361) Aircraft (helicopters / planes) (361) Aircraft (helicopters / planes) (361) Backfilling for jetty construction (369, 370) Aircraft (helicopters (100) Aircraft (helicopters </td <td></td> <td>SIGNIFICANCE after mitigation</td> <td>Negițeible</td> <td></td> <td>America</td> <td>Minor (only small numbers to be affected)</td> <td>Ncgligible</td> <td>Misor</td> <td>Negligible</td> <td></td> <td>Negligible</td> <td>Negligible (in light of immensity of territory)</td>		SIGNIFICANCE after mitigation	Negițeible		America	Minor (only small numbers to be affected)	Ncgligible	Misor	Negligible		Negligible	Negligible (in light of immensity of territory)
IMPACT GENERATING P. IMPACT GENERATING P. IMPACT GENERATING P. IMPACT GENERATING P. IMPACT Generation (366, 100, 100, 100, 100, 100, 100, 100, 1	r age 10 MITICATING MEASURES		Work schedules of employces	Prohibition of firearms;	Immediate return after work period to main place of residence	None indicated	Airstrip use occasional, limited mainly to twin otters	None indicated	None indicated		Prohibition of firearms	None indicated
IMPACT GENERATING ACTIVITY Each Metal Mork activities / equipment use around port (noise generation) Mircraft (helicopters / planes) around Deception Aritraft (helicopters / planes) around Deception Backfilling for jetty construction flow Backfilling for jetty construction employees Construction, mining, activities; infrastruction, mining, activities;	PAGE		(366, 367)			(367, 368)	(368)	(467)	(367)		(369, 370)	(370)
L Tood RD	IMPACT GENERATING	ACTIVITY	Hunting by non-native employees			Work activities / equipment use around port (noise generation)	Aircraft (helicopters / planes) around Deception	Shipping / ice breaking in Deception Bay	Backfilling for jetty construction		Sport hunting by non-native employees	
14.1 14.1 14.1 14.1 14.1 14.3 15.2 15.1 15.1 15.2 15.2 15.2 15.2 15.2	IMPACT					Scaring off / disturbance			Habitat loss / deterioration of food resources		Killing of waterfowl	15.2 Loss of habitat

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MONITORING			Monitor hunting activities of its employees (Inuit wildlife guide)(468, 496)					Monitor fox population (Inuit wildlife guide)			
SIGNIFICANCE after mitigation	Negligible		Negligible			-		Minor, positive	Minor (affects small proportion of sites)	Negligible	Minor (seasonal)
MITIGATING MEASURES	None indicated		Hiring of wildlife guide to monitor non-native activity (468, 496)	Map lands reserved for beneficiaries of JBNQ Agreement (496)	Inform employces as to regulations viz hunting as per JBNQA (488), as well as own company policy (496)	Work scheduling: prohibition of firearms	Prohibition of use of company, rented, or owned vehicles for personal use (488, 455)	None indicated	Inform employees re: preservation of fox lairs (496)	None indicated	One scheduled jet / wk.
PAGE	(370)		(372)		<u>, , , , , , , , , , , , , , , , , , , </u>			(372, 374, 375)	(373 - 375)	(373, 462)	(373, 376)
IMPACT GENERATING ACTIVITY	air transport		Hunting by non-native employees					Feeding by employces	Operation of borrow pits (100se material zones)	Extention of road network	Air transport (noise) road traffic
IMPACT	Scaring off / disturbance of species	LAND MAMMALS (caribou, Arctic fox, red fox, hare, ermine, wolverine)	Killing of mammals		9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9			16.2 Increase in local population of arctic fox	16.3 Disturbance of fox burrows / delivery area	16.4 Blocking / rerouting of caribou movements	16.5 Disturbance of caribou feeding activities
	15.3	<u>.</u>	16.1					2	<u> </u>	<u> </u>	

	MONITORING							- · ·	Monitor hunting activities of	l ralconbridge employees in Deception Bay area (468, 496)		Undertake long term monitoring of ringed scals (prior to and during operations) (378)		
	SIGNIFICANCE after mitigation	Minor (seasonal)	Minor, (scasonal good visibility, daylight driving, no trees along road)	Negligible	Negligible	Negligible		Negligible			Negligible	Negligible	Negligible (localized short term disturbances)	
Page 20	MITIGATING MEASURES	None indicated	lmposition of speed limit of 60 km/h. (374)	None indicated	Use of combustion chamber to reduce waste volumes (485)	16.1 above		Inform employees of company policy (496)	Prohibited from hunting by law	Prohibition on fircarms	Avoidance of rougher ice areas (preferred den areas) [57]	Transport from Juiy - October only.	Timetable of shipping to avoid delivery and nursing periods of ringed seal (March - April) (Mid-March - mid-June) (488, 381)	Frequency of voyages limited to maximum of 6 per year (488)
	PAGE	(373, 376)	(374)	(374)	(485)	(467)		(378-379)			[55]	(380)	(380, 467)	
	IMPACT GENERATING ACTIVITY	Air transport, road traffic	Road traffic, air traffic	Existence of open pit mining	Disposal of solid and food waste	Construction/production activities in areas of traditional use		Hunting by non-Inuit employees		. •	lcebreaking/ship operations	Sea transport into Douglas Harbour	Sea transport into Deception Bay	
	IMPACT	Reduction of reproductive potential (miscarriage)	Accidental injury / death of caribou		Increase in wild animal scavenging around plant and camp sites	Disruption of traditional hunting patterns and harvests	MARINE MAMMALS (Ringcd seal, beluga)	Killing of mammals			Increase in seal pup mortality	Disruption of ringed seal reproductive cycle		
L		16.6	16.7		16.8	16.9	17.	17.1			17.2	17.3		

Rive
	MONITORING		Undertake a follow-up study on impact of icebreaking on wildlife of Deception Bay, and of Hudson Strait between Charles Island and coast (496)							-		
	SIGNIFICANCE after mitigation	Minor (activity pattern disrupted for a few hours)	Minor	Minor (as activities occur above water)	Negligible (mammals use mouth of Bay)	Minor						
Page 21	MITIGATING MEASURES	None indicated	None indicated	None indicated	None indicated	Communication of dates when ships will circulate in the Bay and at its mouth (468,487)	Limit ship speed to 7 knots or less (468) [45]	Scheduling of shipping to avoid period of heaviest use (mid-March - Mid-June) (488) [66]	Building of ice bridge(s) at points along the track chosen by Inuit hunters during last outbound voyage of ship (late Feb. to mid- March) (468, 495) [45, 67]	Set-up of radio communication link between incoming/outgoing ships and Inuit (468) {67}	Compensation to hunters, trappers and fishermen for additional costs of rerouting of on-ice travel [46]	Provision of timely warning when ship track is not traverseable
	PAGE	(380). [58 - 60, 63]	(380, 467)	(381)	(380)	(468, 487) [45, 55]						[4]
	IMPACT GENERATING ACTIVITY	Sea transport / boat noise in Hudson Strait	lce breaking in winter	Ship loading / unloading at Deception Wharf	Port rehabilitation and jetty construction	Fracturing of the ice cover						Fracturing of ice in Bay (open water track)
	IMPACT	17.4 Changes in marine mammal behavior e.q. avoidance reactions, species movements, activity patterns			17.5 Loss of habitat	17.6 Disruption of traditional hunting pattems						

-33. M

MONITORING Minor, positive (increase availability of soapstone to Inuit) SIGNIFICANCE after mitigation Minor, positive Indeterminate Negligible Use of filtered tailings approach to reduce quantity of borrow material required for dyke construction To be made available to Inuit sculptors by Falconbridge at sites removed from working areas of the mine and waste rock piles (497) Indemnification of local hunters/trappers for Possible use of good quality wasterock from Purtuniq for new road foundations (111) any equipment lost during crossing of ship track [47] Use of roadside material for roadfill to the greatest extent possible (111) MITIGATING MEASURES Page 22 None indicated (469 - 470) (469 - 470, 497) Continuing mineral exploration (468 - 470) work and development of PAGE (486) IMPACT GENERATING ACTIVITY Development of Raglan property Mining operations Raglan property Borrow pits Depletion of sand / gravel / aggregate resources NON RENEWABLE NATURAL RESOURCES exploration activity promoters and their soapstone (steatite) Increasing mineral development of additional copperin region by other from mining areas Identification and development of nickel deposits **Extraction of** other mines IMPACT 18.4 18.1 18.2 18.3 18.

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MONITORING	
SIGNIFICANCE after mitigation	
MITIGATING MEASURES	Progressive reclamation of mining sites. Disposal of wastes and hazardous materials as per regulations and site restoration plans. Restoration of ahandoned sites, beginning no- later than two years from the date of mine site closure.
PAGE	
IMPACT GENERATING ACTIVITY	Abandonment of depleted or uneconomic mining sites prior to the completion of the Raglan Project
IMPACT	18.5 Presence of openings, shafts, pits, waste products and hazardous materials

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ANNEX 5.2.2

Training Programs for Inuit Beneficiaries

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Tathing Programs' Positres	Total Ha. of Jobs during Production Phase	Target No. to be Trained	Training Duration	Training Start	Training Completion Date	Potental Funding Source	Cont	Completion rate assumptions	Community
1. Pre-employment approxing and the suits (haid off-eite)				• •		•	·		
 - understrative helpet - underground construction - traines (underground and open pit & maintenance) 	원 아 있	Ş	6 months	Belore construction	Start of construction	KRIG er spæcial ETC project funding	approx. \$250,000 per corrae of 40 Total: accrox.	50% mempletion rate	•
		9	6 months	Year 3 of construction	Start of production		000'0053		
Cuertural (If required) - maine Clerk - activitization Cleak - artil Clerk		2	1 yeu	Year 3 of construction	Start of production	0	(part of existing KSB budget)	80% completion rate	Office Articulation Prevent and Settement and your and is pout of
-									agaiar (CSB adet education turdget.
Salected Underground Pit and Burtace Operators Trades. Ear-		-		· · · · · ·					Superato francy societament course will be definered
 heary equiparisant operators heary equiparisant operators 									for mine and road
mine HEO	•	<u>به</u>	l yau	beiore construction	Surf of construction	there a queries to a sub-	\$700,000 for auch comme of 30	70% completion raie	Training will after
 truck diver (underground/pl & number maintenance) 		<u>.</u>		Year 2 of construction	start of production	allocations ensure some KRG funds or	Total: approx. \$1.4		operate at insta 2
 grader operator (enderground) 	N	ħ	1 75 2	Belore construction	Start of construction	EIC special project territro			picces of beery equipment.
- haary aquipment operator		ŧ	1 year	Year 2 of construction	Start of production	•			
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· south mandate there.	•			•					

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	Total No. of John during Production Phase	Target No. to be Trained	Training Duration	Training Start	Training Correlation Date	Potential Funding Source	Z	Completion rate	ļ
Other trades periodivapprentices (hald off or on-alts)								9.554 	It is anticipated that more iterated
						-#*	-		these training
	В	Recruitment and select	Pectultment and selection will be ongoing. Training will begin each year as	wiß begin sach year as	During construction	MEO	approx. \$15,000 per	•	positions will be difficial. Training
		part of regular KSB au	duit aducation vocational coun	÷.	and over the fost	·;	trinee		will be definered as
	15		•		IO SCIEN (RUBARS				traiffed
					incomposed in				

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ANNEX 5.2.3

Draft Agreement-in-principle Regarding the Training of Heavy Equipment Operators ::

DRAFT: JANUARY 16, 1995

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AGREEMENT REGARDING

HEAVY EQUIPMENT OPERATOR TRAINING FOR THE RAGLAN PROJECT

RAGLAN PROJECT - HEAVY EQUIPMENT OPERATOR TRAINING AGREEMENT

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RAGLAN PROJECT - HEAVY EQUIPMENT OPERATOR TRAINING AGREEMENT

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DRAFT: JANUARY 16, 1995

RAGLAN PROJECT - HEAVY EQUIPMENT OPERATOR TRAINING AGREEMENT

THIS AGREEMENT made as of _____, 1995 between

KATIVIK REGIONAL GOVERNMENT, as represented by the Department of Employment and Training ("KRG"),

- and -

HER MAJESTY THE QUEEN in Right of Canada, as represented by the Department of Human Resources Development, Human Resources and Labour Branch, Québec Region ("HRDC"),

- and -

KATTVIK SCHOOL BOARD ("KSB"),

- and -

SOCIÉTÉ MINIÈRE RAGLAN DU QUÉBEC LTÉE, a corporation existing under the laws of Québec ("Société Minière").

RECITALS

A. Société Minière Raglan du Québec Ltée, holds mining claims and exploration permits in the Deception River area of Nunavik in Québec.

B. Société Minière is contemplating building and operating a mine at the Raglan Site to produce sulphide concentrate containing nickel, copper and cobalt.

C. Société Minière entered into an agreement on [Date] with, among others, Makivik Corporation to provide for the training and employment of Inuit in the building and operation of the mine at the Raglan Site. The agreement with Makivik Corporation provides that Société Minière will, for the purposes of building and operating the mine at the Raglan Site, on a preferential basis, recruit, and require Société Minière's contractors to recruit, over a period of time, qualified Inuit as permanent employees.

D. The number of Inuit recruited will depend on, among other things, work requirements and the number of qualified Inuit. Société Minière anticipates increasing the number of

RAGLAN PROJECT - HEAVY EQUIPMENT OPERATOR TRAINING AGREEMENT

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qualified Inuit by participating in the establishment of training courses, such as the training course provided under this Agreement.

E. In the event that Société Minière, in its discretion, decides to proceed with an accelerated exploration phase or the construction phase of the operations at the Raglan Site, the parties wish to undertake and finance jointly the training of up to 60 Inuit as heavy equipment operators, subject to the terms of this Agreement.

This Agreement witnesses that for valuable consideration the parties agree as follows.

ARTICLE 1. - INTERPRETATION

1.1 Definitions

In this Agreement the following terms shall have the meanings set out below.

(a) "Approvals" means all the authorizations, permits, approvals, grants, licences, consents, rights, privileges, registrations, commitments, orders, opinions, judgments, directions, ordinances and decrees that Société Minière is obliged to obtain in order to comply with section 12.5 of the Raglan Agreement.

(b) "Inuit" means an individual enrolled, or entitled to be enrolled, on an Inuit community list in accordance with the Act Respecting Cree, Inuit and Naskapi Native Persons (Québec) and residing within Nunavik.

(c) "Kuujjuarapik Site" means the lands and facilities of KSB at or near Kuujjuarapik.

(d) "Participant" means an Inuit enrolled in a Program.

(e) "Program" means the training program described in section 2.1.

(f) "Raglan Agreement" means the agreement described in recital C.

(g) "Raglan Site" means the lands in the Deception River area of Nunavik in Québec covered by the mining claims and exploration permits owned by Société Minière Raglan du Québec Ltée.

1.2 Extended Meanings

In this Agreement, words importing gender include all genders, words importing the singular include the plural and *vice versa*, and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations, corporations and government authorities.

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1.3 Entire Agreement

This Agreement constitutes the entire agreement between the parties. This Agreement supersedes all prior agreements and understandings between the parties. No term in this Agreement may be changed or waived except in writing. No waiver shall constitute a continuing waiver unless expressed as such. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

ARTICLE 2. - TRAINING PROGRAM

2.1 Establishment of Training Program

KSB shall, in cooperation with Société Minière, design a training program comprising 900 hours and prepare related written materials to educate Participants in the use and operation of one or more of the types of heavy equipment described in Schedule A or any similar equipment. A summary of the training program is set out in Schedule B. The curriculum of the training program and the contents of the written materials are the joint property of KSB and Société Minière. The types of heavy equipment described in Schedule C shall be used at the Kuujjuarapik Site. The types of heavy equipment described in Schedule D shall be used at the Raglan Site.

2.2 Delivery of Training Program

KSB shall deliver each Program to the Participants. The first 500 hours of the Program shall be conducted at the Kuujjuarapik Site. The last 400 hours of the Program shall be conducted at the Raglan Site.

2.3 Provision of Equipment and Trainers

Société Minière shall provide at the Raglan Site, at its own expense, the heavy equipment described in Schedule D. Subject to section 3.2(d), Société Minière shall repair and maintain such heavy equipment, and provide the fuel required therefor, at its own expense. Société Minière shall also provide, at its own expense, one Société Minière trainer at the Raglan Site in each Program. KSB shall provide at the Kuujjuarapik Site, at its own expense, the heavy equipment described in Schedule C. KSB shall repair and maintain such heavy equipment, and provide the fuel required therefor, at its own expense. KSB shall also provide, at its own expense, two trainers at both the Kuujjuarapik Site and the Raglan Site.

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2.4 Enrolment and Selection of Participants

The enrolment for each Program shall not exceed 15 Participants. Société Minière and KRG shall jointly choose the Participants for each Program. No individual may participate in a Program without the consent of Société Minière.

2.5 Transportation to Training Sites

KSB shall, at its cost, provide, or arrange for, transportation in Nunavik to the Raglan Site and the Kuujjuarapik Site of each Program for each Participant.

2.6 Accommodation at Training Sites

Subject to section 3.2(d), Société Minière shall provide food and lodging for each Participant during the training period at the Raglan Site. KSB shall provide food and lodging for each Participant during the training period at the Kuujjuarapik Site.

2.7 Number of Training Programs

The parties anticipate conducting up to four Programs. The parties anticipate that there will be at least one Program provided in each of the first four years under this Agreement, with the first year of this Agreement commencing on the date that this Agreement comes into effect in accordance with section 4.1.

2.8 Hiring of Graduates of Program

(a) By Société Minière

Subject to section 5.3.4 of the Raglan Agreement regarding hiring priority among Inuit, Société Minière shall select and hire as permanent employees on a preferential basis, over a period dictated by Société Minière's work requirements and vacancies at the Raglan Site, the Participants who successfully complete the Program.

(b) By Société Minière's Contractors

Société Minière shall require its contractors at the Raglan Site to recruit on a preferential basis over a period dictated by the contractor's work requirements and vacancies, the Participants who successfully complete the Program.

RAGLAN PROJECT - HEAVY EQUIPMENT OPERATOR TRAINING AGREEMENT

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DRAFT: JANUARY 16, 1995

ARTICLE 3. – PAYMENT FOR TRAINING PROGRAM

3.1 Cost Per Program

The parties estimate that the cost of each Program is \$752,447. All amounts in this Agreement are expressed in 1993 Canadian dollars. Where a Program is being conducted at any time after December 31, 1993, each amount set out in this Agreement shall be deemed to be adjusted to reflect the change in the Canada all-items Consumer Price Index published by Statistics Canada between December 31, 1993 and the last day of the month which is immediately prior to the month in which a Program commences.

Payment for Costs Associated with the Delivery of Each Program 3.2

(a) HRDC

Provided that at least five of the Participants in a Program are eligible to receive unemployment insurance benefits, HRDC shall pay KSB a base amount of \$327,757, payable in equal monthly instalments during the currency of such Program. HRDC shall make the first payment on the first day of such Program. Where more than six of the Participants in a Program are eligible to receive unemployment insurance benefits, HRDC shall pay KSB an additional \$50,163 per Participant over six (to a maximum aggregate amount of \$424,690). Payment of any such additional amounts shall be made in the same manner as the payment of the base amount of \$327,757.

(b) KRG

During the currency of each Program, KRG shall pay KSB \$158,590, payable in equal monthly instalments. KRG shall make the first payment on the first day of each such Program. Where HRDC pays an amount to KSB under section 3.2(a) in respect of a Program in excess of the base amount of \$327,757, the amount that KRG is obliged to pay under this section 3.2(b) shall be reduced by one-half of such excess amount.

(c) Société Minière 67H2DC = 52CES 673207575 sece 6 Subject to section 3.2(d), Société Minière shall contribute to each Program cash and in-kind esupplies equal to \$266,100. These in-kind supplies shall include the provision of heavy equipment, the fuel to operate such heavy equipment, the repair and maintenance of such heavy equipment and the provision of one Société Minière trainer (all as required by section 2.3), and the provision of food and lodgings at the Raglan Site for Participants (as required by section 2.6). Where HRDC pays an amount under section 3.2(a) in respect of a Program in excess of the base amount of \$327,757, the amount that Société Minière is obliged to pay under this section 3.2(c) shall be reduced by one-half of such excess amount. Where one-half of such excess amount

RAGLAN PROJECT - HEAVY EQUIPMENT OPERATOR TRAINING AGREEMENT

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DRAFT: JANUARY 16, 1995

exceeds the amount of cash contributed by Société Minière in respect of a Program, Société Minière may retain any such remaining excess.

(d) KSB

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Despite any term in this Agreement, during the currency of each Program, KSB shall pay Société Minière:

- an amount equal to 50 percent of the cost of the fuel provided by Société Minière for the operation of the heavy equipment provided in accordance with section 2.3; and
- (2) an amount which is equal to the cost of the food and lodging provided at the Raglan Site to the Participants, where such cost is deemed to be equal to the rate per Participant that KSB is paid for the provision of food and lodging provided to Participants at the Kuujjuarapik Site (as set out in Schedule B).

(e) Changes to Funding Allocation

Where either the Department of Employment and Training of KRG or the Department of Human Resources Development Canada is restructured or where the budget of either such Department is materially reduced and where such restructuring or budget reduction makes it unreasonable for HRDC or KRG to satisfy its obligations under this Agreement, then HRDC or KRG, as the case may be, may renegotiate its financial obligations under this Agreement.

ARTICLE 4. – GENERAL

4.1 Commencement of Agreement

This Agreement shall not come into effect unless and until Société Minière, in its discretion, decides to proceed with an accelerated exploration phase or the construction phase of the operations at the Raglan Site. This Agreement is subject to receipt by Société Minière of all Approvals, on terms acceptable to Société Minière. Société Minière shall give written notice to the other parties immediately after making such decision and receiving all Approvals, on terms acceptable to Société Minière.

4.2 Suspension of Agreement

Despite any term in this Agreement, if operations at the Raglan Site are significantly reduced, the operation of this Agreement shall be suspended until the time that Société Minière resumes normal operations at the Raglan Site.

RAGLAN PROJECT - HEAVY EQUIPMENT OPERATOR TRAINING AGREEMENT

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DRAFT: JANUARY 16, 1995

4.3 Termination of Agreement

Despite any term in this Agreement, this Agreement shall terminate on the earliest of:

- (1) the direct or indirect sale by Société Minière or Falconbridge Limited of all or substantially all of its interest in the operations at the Raglan Site;
- (2) the completion of the decommissioning of the Raglan Site;
- (3) the completion of four Programs as described in section 2.7; and
- (4) the "permanent closure" of the operations at the Raglan Site as that term is used in section 12.6.2 of the Raglan Agreement.

4.4 Assignment

This Agreement may not be assigned by any party without the consent of the other parties (such consent not to be unreasonably withheld) except that KRG, HRDC and KSB acknowledge and agree that Société Minière may assign this Agreement to any affiliate of Société Minière, without the consent of KRG, HRDC and/or KSB, provided such affiliate undertakes and agrees to be bound by all the terms and conditions of this Agreement.

4.5 Confidentiality

KRG, HRDC and KSB shall hold in strictest confidence, and not disclose to any third party for any reason, all confidential information which KRG, HRDC and/or KSB becomes aware of during its relationship with Société Minière and Falconbridge Limited. This obligation of KRG, HRDC and KSB shall not apply to information which (i) is established by KRG, HRDC and/or KSB (to Société Minière's satisfaction) to be specifically known to KRG, HRDC and/or KSB prior to disclosure by Société Minière, (ii) is or becomes generally available to the public through no fault of KRG, HRDC or KSB, (iii) corresponds to information furnished by Société Minière to a third party on a non-confidential basis, or (iv) is disclosed under any legal requirement to do so.

4.6 Notices

Any notice or other communication under this Agreement shall be in writing and shall be delivered personally, by fax or sent by prepaid courier service, addressed in the case of Société Minière, as follows:

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DRAFT: JANUARY 16, 1995

Société Minière c/o Falconbridge Limited Suite 1200 95 Wellington Street West Toronto, Ontario M5J 2V4 Attention: General Counsel

Fax No. (416) 956-5999

and in the case of KRG, as follows:

Kativik Regional Government, Department of Employment and Training [] Attention: Director

Fax No. [() -]

and in the case of HRDC as follows:

Human Resources Development Canada
Human Resources and Labour Branch,
Québec Region

Island of Montréal Network,
Human Resources and Labour Dossier

Fax No. [() -]

and in the case of KSB as follows:

Kativik School Board
[]
Attention: Director of Adult Education

Fax No. [() -]

or to such other address, fax number or person as may be designated from time to time by notice given by one party to the other parties in accordance with this section 4.6. Any such notice or other communication shall be effective when received.

RAGLAN PROJECT - HEAVY EQUIPMENT OPERATOR TRAINING AGREEMENT

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DRAFT: JANUARY 16, 1995

4.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein, excluding principles of conflicts of laws.

4.8 Choice of Language. The parties confirm that it is their wish that this Agreement as well as all other related documents, including demands, notices and other communications, be drawn up in English only. Les parties aux présentes confirment leur volonté que la présente convention, de même que tous les documents s'y rattachant, y compris tous revendications, avis et autres communications, soient rédigés en anglais seulement.

RAGLAN PROJECT - HEAVY EQUIPMENT OPERATOR TRAINING AGREEMENT

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DRAFT: JANUARY 16, 1995

4.9 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF the parties have duly executed this Agreement.

KATTVIK REGIONAL GOVERNMENT, as represented by the Department of Employment and Training

By:

Darky Gagné Director

HER MAJESTY THE QUEEN in Right of Canada, as represented by the Department of Human Resources Development, Human Resources and Labour Branch, Québec Region

By:

Gilles Parent Director Island of Montréal Network, Human Resources and Labour Dossier

KATIVIK SCHOOL BOARD

By:

Jim Deslauriers Director of Adult Education

SOCIÉTÉ MINIÈRE RAGLAN DU QUÉBEC LTÉE

By:

Paul Severin [Director of Ore Reserves and Grade Control]

RAGLAN PROJECT - HEAVY EQUIPMENT OPERATOR TRAINING AGREEMENT

ANNEX 5.4.5

Pre-requisite Qualifications, Nature and Scope of the Position of 'Inuit Employment and Training Officer'

ANNEX 5.4.5

JOB TITLE :

INUIT EMPLOYMENT & TRAINING OFFICER

LOCATION :

RAGLAN PROJECT Falconbridge Limited Nunavik, Québec

NATURE & SCOPE OF POSITION :

The Inuit Employment & Training Officer is responsible for:

- identifying Inuit Beneficiaries who are potential candidates for employment and participating in the hiring process;
- assisting the Human Resources Supervisor in the design and delivery of training programs and workplace procedures aimed at successfully integrating Inuit Beneficiaries into the workforce (such as cross-cultural training, language training, succession planning, support programs and jobspecific skills training);
- acting as a liaison with local schools and communities regarding employment opportunities and other information related to mining and the Raglan Project;

 acting as an advisor to the Raglan Committee on matters related to employment and training.

QUALIFICATIONS :

The successful candidate will have a college diploma or university degree in a related field, or related experience in human resources management. Fluency in Inuktitut and one other official language is mandatory, and an understanding of the other official language would be beneficial. Excellent interpersonal, communication and diplomatic skills are essential, as is a sensitivity to cultural differences.

S.V.

ANNEX 11.7

Falconbridge Raglan Project Hunting and Fishing Policy

Hunting and Fishing Policy

In keeping with Company's commitment to promoting sound relations with the northern and Inuit communities, as well as obeying local governing laws and regulations, increasing employee awareness in this area, and ensuring a safe operation at the mine site, Falconbridge has established a Fishing and Hunting Policy.

The Hunting and Fishing Policy will be posted at the Raglan site. The policy contains information on the governing laws and regulations for the area and the Company's restrictions and conditions for hunting and fishing.

As of: May 1, 1991

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Raglan Project

Hunting and Fishing Policy

The properties of the Raglan Project are located in Nouveau Quebec on Class III land, north of the 55th parallel. This land is covered under the James Bay and Northern Quebec Agreement. Established in 1975, this agreement contains specific regulations regarding the hunting and fishing in the area. A summary of these regulations is attached.

Falconbridge Limited always strives to have policies and procedures in place that safeguard the health and safety of its employees and the communities in which it operates and promotes effective and productive workplaces. In keeping with this commitment, the Company has established the following additional policies and procedures with regards to firearms and fishing:

Firearms

- The nature of the Raglan Project requires the use of a variety of equipment and materials such as explosives, detonators, vehicles, and airplanes, as well the storage of fuel on the property. Although every precaution is taken with the use of these materials, the Company is concerned about an unintentional but serious accident occuring from the use of a firearm and resulting in an injury to an employee or damage to the environment. For this reason, the only individual who will be allowed to have a firearm on the Raglan property will be the Project Manager. Employees, contractors, and visitors to Raglan are asked not to bring firearms to the property. If a firearm is brought to the property, the employee must leave it with the Project Manager who will return it when the employee is leaving the property.
- In the event that an animal such as a wolf, fox, or polar bear poses a threat on the property, employees should report this immediately to the Camp Dispatcher who will begin the appropriate emergency procedures. In dealing with potentially dangerous animals near the Raglan site, the task will be accomplished in consultation with an Inuit employee present at the time.

Hunting

 In view of the Company regulations prohibiting the use of firearms on the Raglan Property, the Company is investigating means of making country foods available to Inuit employees. Under existing legislation wild meat cannot be provided or served to non-Inuit.

Fishing

• All employees, contractors, visitors to the Raglan Property are expected to follow the regulations outlined in both the James Bay and Northern Quebec Agreement and the additional Falconbridge policies and procedures. If an employee fails to adhere to these, disciplinary actions up to and including termination of employment will result.

If you have any questions or concerns regarding this Hunting and Fishing Policy, please contact your supervisor for further information.

Ragian Project

Summary of Policy and Regulations for Fishing

Fishing

- Class I and II Land Any fishing activity on these lands is confined to the Inuit or beneficiary population north of the 55th parallel or with the consent of the landholding corporations of Salluit or Kangiqsujuaq.
- Class III Land -- Residents of Quebec must be holders of a valid fishing licence before coming to the Raglan site as fishing licences are not available on site.
- Non-residents of Quebec, regardless of whether they hold a Quebec fishing licence, must be accompanied by a local outfitter.
- Employees must pay for and make their own arrangements for transportation and an outfitter if they want to fish. Company vehicles and aircraft cannot be used for these activities.
- The fishing regulations for Zone 23 (Raglan site) are shown in the attached table.

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ANNEX 11.8

Falconridge Drug and Alcohol Policy

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FALCONBRIDGE

DRUG AND ALCOHOL POLICY

Applies to: All employees, contractors and visitors to the Ragian Project Site

As of: April 1, 1991

Further Information: Corporate Human Resources Department

In keeping with Falconbridge's commitment to promoting sound relations with the Northern and Inuit communities and to ensure productive and safe operations at the Raglan site, Falconbridge has established a drug and alcohol policy as follows:

Enroute to the Ragian site, either by transportation provided by Falconbridge or by any other means of transportation, and on Ragian property, the possession or consumption of alcohol or any prohibited substance, whether during working hours or off-hours is strictly prohibited. Any person who violates this prohibition will be removed from the site and will be subject to immediate discharge.

The Company intends to strictly enforce the rule against alcohol and other prohibited substances. In keeping with this requirement and overall safety and security of all persons on the Raglan site, any person travelling to the site may or will have all luggage subject to search. The Company also reserves the right at any time thereafter to conduct a search of personal belongings to investigate any suspected violation.

Any person may decline to accept the above conditions for entry into the Ragian site; however, in the event of such refusal the Company will not permit that person access to the site.

ALCONBRIDGE - RESSOURCES HUMAINES

'OLITIQUE SUR LES DROGUES ET L'ALCOOL

J'applique à : Tous les employés, entrepreneurs et visiteurs sur les lieux du Projet Raglan

compter du : 1er avril 1991

lenseignements: Service des ressources humaines de l'entreprise.

Conformément à son désir de promouvoir de saines relations avec les communautés lu nord et inuit, et de veiller à la sécurité et à la productivité des activités sur les lieux lu Projet Raglan, Falconbridge a élaboré une politique sur les drogues et l'alcool. En voici les grandes lignes:

Jurant le trajet à destination du Projet Raglan, que ce soit par un moyen de transport ourni par Falconbridge ou par tout autre moyen, et une fois sur les lieux du Projet Raglan, la possession ou la consommation d'alcool ou de toute autre substance nterdite est strictement défendue, aussi bien durant les heures de travail qu'en dehors le ces heures. Toute personne qui ne respecte pas cette interdiction sera contrainte de juitter les lieux et sera passive d'un renvoi immédiat.

a Compagnie entend faire strictement respecter ce règlement sur l'alcool et les autres substances interdites. Conformément à ce règlement, et pour la sécurité de tous ceux et celles qui se trouvent sur les lieux du Projet Raglan, toute personne se rendant à ce projet sera soumise, ou pourra être soumise, à une fouille de tous ses bagages. La Compagnie se réserve également le droit de faire en tout temps, par la suite, une ouille des biens personnels pour enquêter sur toute infraction dont on soupçonne 'existence.

'oute personne peut refuser d'accepter les conditions ci-dessus énoncés qui régissent 'entrée au Projet Raglan. Cependant, advenant un tel refus, la Compagnie lui efusera l'accès aux lieux du projet.

Drug and Alcohol Policy

Falconbridge is committed to promoting sound relations with the northern and Inuit communities and to ensure productive and safe operations at the Raglan site.

In keeping with this commitment, the Company has established a Drug and Alcohol Policy which strictly prohibits the possession or consumption of alcohol or any prohibited substance. Any person who violates this prohibition will be removed from the site and will be subject to immediate discharge.

This policy covers all employees on the Raglan site both during working hours and off-hours. In addition, it covers employees while they are enroute to the Raglan site, either by chartered flight provided by Falconbridge or by any other means of transportation.

Employees travelling to the site may have their luggage subject to a search. As well, the Company reserves the right at any time to conduct a search of an employee's personal belongings to investigate a suspected violation.

An employee may decline to have his or her luggage and personal belongings searched. In this case, however, the Company will not permit this individual access to the site.

As of: May 1, 1991