COMPLEMENTARY AGREEMENT no. 1

NORTHEASTERN QUÉBEC AGREEMENT

NASKAPI LANDHOLDING CORPORATION OF SCHEFFERVILLE, a corporation duly constituted under chapter R-13.1 of the Revised Statutes of Québec, 1977, herein acting and represented by George Shecanapish, its president, duly authorized to sign this Agreement;

and

The CREE REGIONAL AUTHORITY, a corporation duly constituted under chapter A-6.1 of the Revised Statutes of Québec, 1977, herein acting and represented by Matthew Coon Come, its chairman, duly authorized to sign this Agreement;

and

MAKIVIK CORPORATION, a corporation duly incorporated under chapter S-18.1 of the Revised Statutes of Québec, 1977, herein acting and represented by Jackie Koneak, one of its vice-presidents, duly authorized to sign this Agreement;

and

The GOUVERNEMENT DU QUÉBEC (hereinafter referred to as " Québec "), represented by the Minister of Recreation, Fish hand Game, the Honourable Gaston Blackburn, and the Minister Responsible for Native Affairs, Christos Sirros;

WHEREAS Section 15 of the Northeastern Québec Agreement (hereinafter referred to as the " Agreement ") recognizes in favour of the Naskapis of Québec the right to harvest, which includes the right, for certain purposes, of hunting for commercial purposes as provided in subsection 15.3 of the Agreement;

WHEREAS Section 24 of the James Bay and Northern Québec Agreement recognizes in favour of the James Bay Crees and the Inuit of Québec the same right to harvest;

WHEREAS Section 15 of the Agreement and Section 24 of the James Bay and Northern Québec Agreement establish, amongst other things, the sport hunting and sport fishing rights of persons other than Naskapis, Crees, and Inuit provide for such persons to be authorized to trap in defined circumstances and to commercially fish certain species in Category III lands;

WHEREAS the Naskapis, the Crees and the Inuit maintain that they have traditionally conducted trade and barter in wildlife and the by-products of wildlife;

WHEREAS the preceding paragraph may in no way be interpreted as constituting recognition by Québec that the Naskapis, the Crees and the Inuit traditionally conducted trade and barter in wildlife and the by-products of wildlife;

WHEREAS the Minister of Recreation, Fish hand Game has responsibility for wildlife management in conformity with the Agreement and the James Bay and Northern Québec Agreement;

WHEREAS the parties hereto wish to promote economic development for the Naskapis, Crees and Inuit and to make available throughout Québec and elsewhere the products and by-products of hunting for commercial purpose, subject to applicable health and commercial standards;

WHEREAS it is desirable to amend the Agreement and the James Bay and Northern Québec Agreement to broaden the recognition of wildlife commercialization by the Naskapis, the Crees and the Inuit, and to provide appropriate controls over such activity for the protection of wildlife species and populations thereof, as well as for the protection of the rights and interests of the Naskapis, the Crees, the Inuit and persons sport hunting;

WHEREAS the Naskapi Landholding Corporation of Schefferville, the Cree Regional Authority, Makivik Corporation, and Québec have undertaken negotiations in order to determine the manner in which the provisions of Section 15 of the Agreement and Section 24 of the James Bay and Northern Québec Agreement may be modified to accomplish the foregoing;

WHEREAS the parties hereto wish to amend the Agreement by a Complementary Agreement in the manner hereinafter set fort hand to amend the James Bay and Northern Québec Agreement by a separate Complementary Agreement;

WHEREAS the Cree Regional Authority and Makivik Corporation must consent to certain amendments to Section 15 of the Agreement;

NOW, therefore, the parties hereto amend Section 15 of the Agreement as specified in Schedule 1 attached hereto to form part hereof and agree that these amendments are to have effect from January 1, 1994.

Annex 1

Amendments to Section 15

1 Section 15 of the Northeastern Québec Agreement is amended by adding, after paragraph 15.3.23, the following :

" 15.3A Hunting for commercial purposes, keeping in captivity and husbandry

15.3A.1 Within the Naskapi area of primary interest, until November 10, 2024, only the Naskapis shall have, in accordance with the provisions of this subsection, the right to hunt for commercial purposes any species of wildlife.

Such exclusive right may be exercised in respect of the species listed at Schedule 7 to Section 24 of the James Bay and Northern Québec Agreement, as amended from time to time.

15.3A.2 Within the Naskapi area of primary interest, until November 10, 2024, only the Naskapis shall have the right, in accordance with the provisions of this subsection, of keeping in captivity and husbandry of the species of wildlife listed at Schedule 8 to Section 24 of the James Bay and Northern Québec Agreement, as amended from time to time.

15.3A.3 Within the area of common interest for the Inuit and the Naskapis referred to in paragraph 24.13.4A of Section 24 of the James Bay and Northern Québec Agreement, as amended from time to time,

both the Naskapis and the Inuit shall have the rights provided for the Naskapis in paragraphs 15.3A.1 and 15.3A.2.

15.3A.4 Subject to the authorization of the responsible Naskapi authorities designated at paragraph 15.3A.8, the exercise of the right referred to in paragraph 15.3A.1 or 15.3A.2 may be shared with persons other than Naskapis.

15.3A.5 The exercise of the right to hunt for commercial purposes and of the right of keeping in captivity and husbandry of the species listed at Schedules 7 or 8 of Section 24 of the James Bay and Northern Québec Agreement, as amended from time to time, shall be subject to the obtaining of a permit, licence or other authorization issued by the responsible Québec Minister.

Any such permit, licence or other authorization shall be issued with conditions established by the Minister for a period not exceeding twelve (12) months and, in the case of the Naskapis, at a nominal fee.

15.3A.6 There shall be no hunting for commercial purposes in respect of a population of a species of wildlife permitted anywhere in the Territory in a given year unless the harvesting needs of the Naskapis of Québec above their interim guaranteed levels of harvesting or the guaranteed levels of harvesting that shall be established, as well as the needs of persons other than Naskapis of Québec for sport hunting in respect of such population, may be satisfied.

15.3A.7 Every application for a permit, licence or other authorization for hunting for commercial purposes or for keeping in captivity and husbandry of wildlife within Categories I-N, II-N or III lands in the Naskapi Sector shall be submitted to the responsible Minister of Québec, who shall transmit a copy to the Coordinating Committee indicating the conditions, if any, that he proposes to establish.

The Coordinating Committee shall assess an application principally upon the basis of the possible or probable impact of such proposed hunting for commercial purposes, keeping in captivity or husbandry upon the conservation of a species of wildlife or population of such species, upon harvesting and upon sport hunting.

The Coordinating Committee shall make recommendations to the responsible Minister with respect to such applications on the basis of its assessment.

15.3A.8 In the Naskapi Sector, the responsible Québec Minister may not issue any permit, licence or other authorization for commercial hunting, keeping in captivity or husbandry of wildlife without the affirmative notice in writing of

(i) the Naskapi band in the case of Category IA-N lands;

(ii) the Corporation of the Naskapi Village of Schefferville, in the case of Category IB-B lands, Category II-N lands and Category III lands within the Naskapi area of primary interest;

(iii) the Corporation of the Naskapi Village of Schefferville and Makivik Corporation, in the case of Category III lands within the area of common interest for the Inuit and the Naskapis referred to in paragraph 24.13.4A of Section 24 of the James Bay and Northern Québec Agreement, as amended from time to time.

In Category IA-N lands, the Naskapi band may establish by by-law conditions for commercial hunting, keeping in captivity or husbandry which are more restrictive than those established by the responsible Québec Minister. The same by-law powers may be exercised by the Corporation of the Naskapi Village of Schefferville in the lands referred to in subparagraph (ii).

In the lands referred to in subparagraph (iii), such by-law powers may be exercised by the Corporation of the Naskapi Village of Schefferville and the Kativik Regional Government; however, no such by-law shall have force unless adopted by each of the Corporation of the Naskapi Village of Schefferville and the Kativik Regional Government.

15.3A.9 All by-laws proposed pursuant to the second and third paragraphs of paragraph 15.3A.8 shall be submitted prior to adoption to the Coordinating Committee for its advice. All such by-laws shall come into force on the date that a certified copy thereof is submitted to the responsible Québec Minister who shall have the right within 90 days from reception to disallow such by-law.

This paragraph shall not be interpreted or invoked as a denial or a recognition of rights.

15.3A.10 The grant or existence of concessions or rights with respect to resources in the Territory shall not in themselves be considered incompatible with hunting for commercial purposes, keeping in captivity or husbandry of wildlife by the Naskapis; likewise, hunting for commercial purposes, keeping in captivity or husbandry of wildlife by the Naskapis shall not in themselves be considered incompatible with the grant or existence of concessions or rights with respect to resources in the Territory. ".

[***Amendment integrated***]

2 Subparagraph 15.5.4.8 of the said Agreement is replaced by the following:

" 15.5.4.8 permits and licences for the purposes of this paragraph; ".

[***Amendment integrated***]

3 Paragraph 15.8.1 of the said Agreement is amended by adding at the end of the said paragraph the following:

" In addition, non-Native persons may hunt for commercial purposes, keep in captivity wildlife and conduct husbandry activities where provided in this section.".

[***Amendment integrated***]

SIGNATORIES **(CNEQ N° 1)**

EN FOI DE QUOI, les parties aux présentes ont dûment fait signer la présente convention à la date et à l'endroit indiqués ci-dessous, en six exemplaires.

IN WITNESS WHEREOF, the parties hereto have caused six copies of this Agreement to by duly signed on the date and at the place hereinbelow indicated.

Signée à Québec

le 11 novembre 1993

Signed at Québec

Novembre 11, 1993

LA CORPORATION FONCIÈRE

NASKAPIE DE SCHEFFERVILLE

NASKAPI LANDHOLDING CORPORATION

_____

George Shecanapish

LE GOUVERNEMENT DU QUÉBEC

THE GOVERNMENT OF QUÉBEC

_____

Gaston Blackburn

L'ADMINISTRATION RÉGIONALE CRIE

THE CREE REGIONAL AUTHORITY

_____

Matthew Coon Come

_____

Christos Sirros

LA SOCIÉTÉ MAKIVIK

MAKIVIK CORPORATION

_____

Jackie Koneak