

ԵՂԵԼ՝ ԵՂԵՂ՝ - KAPISIKAMA AGREEMENT

ENTERED INTO ON THIS 14th DAY OF DECEMBER, 2023

BETWEEN: **GALAXY LITHIUM (CANADA) INC.**, a company duly constituted and that is governed by the *Business Corporations Act* (CQLR, c. S-31.1), registered under the laws of Québec, which has its registered office at 800 Square-Victoria Street, Suite 3500, Montreal, Québec, H4Z 1E9, acting and represented herein by its Head of Canadian Operations, Denis Couture, duly authorized to execute this Agreement;

(hereinafter “**Galaxy**”)

AND: THE CREE NATION OF EASTMAIN, a Cree band constituted as a corporation under the *Cree-Naskapi (of Quebec) Act* (S.C. 1984, c. 18), and continued as a Cree First Nation and as the same legal person under the *Agreement on Cree Nation Governance between the Crees of Eeyou Istchee and the Government of Canada* and the *Cree Nation of Eeyou Istchee Governance Agreement Act* (S.C. 2018, c. 4), which has its head office at 76 Nouchimi, P.O. Box 90, Eastmain, Québec, J0M 1W0, acting and represented herein by Chief Raymond Shanoush, duly authorized to execute this Agreement;

(hereinafter “**Eastmain**”)

And

The **GRAND COUNCIL OF THE CREES (EYYOU ISTCHEE)**, a corporation duly incorporated under Part II of the *Canada Corporations Act* (R.S.C. 1985, c. C-32) and continued under the *Canada Not-for-profit Corporations Act* (S.C. 2009, c. 23), which has its head office at 2 Lakeshore Road, Nemaska, Québec, J0Y 3B0, acting and represented herein by Grand Chief Mandy Gull-Masty, duly authorized to execute this Agreement;

(hereinafter “GCC(EI)”)

and

The **CREE NATION GOVERNMENT**, a legal person duly established in the public interest under *An Act Respecting the Cree Nation Government*, (CQLR, c. G-1.031), which has its head office at 2 Lakeshore, Nemaska, Québec, J0Y 3B0, acting and represented herein by Mandy Gull-Masty, Chairperson, duly authorized to execute this Agreement;

(all the above-mentioned parties hereinafter collectively referred to as the “**Parties**”, and individually, as a “**Party**”);

**TO WHICH
INTERVENES:**

GALAXY LITHIUM (ONTARIO) INC., a company duly constituted and that is governed by the *Business Corporations Act* (R.S.O. 1990, c. B.16), registered under the laws of Ontario, which has its registered office at 333 Bay Street, Suite 2400, Toronto, Ontario, M5H 2T6, acting and represented herein by its Head of Canadian Operations, Denis Couture, duly authorized to execute this Agreement;

(hereinafter referred to as the “**Intervenor**”)

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PREAMBLE

- WHEREAS** Galaxy and the Intervenor hold, either as co-owners or each of them individually as sole title holder, certain rights and interests in the mining claims listed as the Co-Ownership Claims and the Galaxy Claims in this Agreement;
- WHEREAS** the Claims Area is located on lands located approximately 10 km south-east of the Eastmain River, 100 km east of James Bay opposite the Cree community of Eastmain, in the Eeyou Istchee James Bay region in Northern Québec, on Category III lands as defined under the JBNQA;
- WHEREAS** the Claims Area is located on Eastmain RE02 Territory;
- WHEREAS** Galaxy plans to develop, construct and operate the Project within the Claims Area on the Project Area;
- WHEREAS** the Parties acknowledge that the Project is subject to the environmental review process set out in Section 22 of the JBNQA and to the delivery of a Certificate of Authorization by the Québec Minister of the Environment, of the Fight against Climate Change, of Wildlife and Parks;
- WHEREAS** the Parties have entered into the Pre-Development Agreement as of March 15, 2019;
- WHEREAS** in the spirit of current and future cooperation, the Parties wish to enter into this Agreement to set out a framework, through various undertakings, for Galaxy, Eastmain, the GCC(EI) and the Cree Nation Government to continue their on-going relationship in a mutually beneficial manner concerning the construction and further operation of the Project during the Term of this Agreement, as provided herein;

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

CHAPTER 1 DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

1.1.1 For the purpose of this Agreement, capitalized terms used herein have the meaning ascribed thereto in this Subsection, unless the context suggests otherwise:

“Abandonment of Mining Operations” has the meaning ascribed thereto in Subsection 12.22.1;

“Affected Party” has the meaning ascribed thereto in Subsection 12.17.1;

“Affiliate” or **“Affiliates”** means, as applied to any Person: (a) any other Person directly or indirectly controlling, controlled by or under common control with that Person, or (b) any other Person that owns or controls 50% or more of any class of equity securities (including any equity securities issuable upon the exercise of any option or convertible security) of that Person. For the purpose of this definition, “control” (including with correlative meanings, the terms “controlling”, “controlled by”, and “under common control with”) as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through ownership of voting securities, by contract, voting trust or otherwise;

“Agreement” means this Agreement, to be referred to as the Kapisikama Agreement, including all schedules attached thereto;

“Anti-corruption Laws” means all Applicable Laws relating to anti-bribery and corruption to the full extent they are applicable, including the United States *Foreign Corrupt Practices Act*, the UK *Bribery Act* (2010, c. 23), the *Corruption of Foreign Public Officials Act* (Canada) (S.C. 1998, c. 34), the provisions of the *Criminal Code* (R.S.C., 1985, c. C-46) dealing with bribery, the Argentine Anti-Corruption Law No. 27,401, and any anti-bribery and corruption law of the Commonwealth of Australia or the State of Western Australia, as they may be amended from time to time;

“Applicable Laws” means (i) any and all applicable federal, provincial, regional, municipal and local laws, rules (including administrative rules), regulations, statutes, orders, ordinances, by laws, codes, decrees, court orders, directives, policies and standards of Authorities Having Jurisdiction, in each case having the force of law, as they may be replaced, supplemented, modified or amended from time to time, while this Agreement is in force, and (ii) all of Galaxy’s policies, rules and regulations, including those related to the safety, security and continued development and operation of the Project and, as each may be replaced, supplemented, amended, or as made available by way of the company website, from time to time while this Agreement is in force;

“Authorities Having Jurisdiction” means such federal, provincial, regional, municipal or local government and other authorities and bodies and any Person exercising executive, legislative, judicial, regulatory, administrative, expropriation, tax, police or other functions, that legally have

authority to exercise some measure of control over the Parties or Project, including any ministry, court, tribunal, board, department, stock exchange, securities regulatory authority, agency or commission and officials of such authorities;

“Authorized Representatives” any director, officer, agent, employee, mandatary, financial, legal or other advisor or representative of the concerned Party or of any of its Affiliates, or any consultant, contractor or subcontractor of the concerned Party, in each case where the duties and obligations of such individual require him to process or review or otherwise be informed of Confidential Information in furtherance of the concerned Party’s performance of the duties and obligations provided for in this Agreement;

“Business Day” means a day that is not a Saturday, Sunday or any other day on which the principal chartered banks located in Montréal, in the province of Québec, are not open for business during normal banking hours;

“Certificate of Authorization” means the certificate of authorization issued pursuant to section 164 of the *Environment Quality Act* or the authorization issued pursuant to section 167 of the *Environment Quality Act* for the Project, as such certificate of authorization or authorization may be amended from time to time;

“Canadian Environmental Assessment Act, 2012” means the *Canadian Environmental Assessment Act, 2012* (S.C. 2012, c. 19, s. 52) and all regulations thereunder;

“Claims Area” means the area of the mining claims held, managed and operated by Galaxy and the Intervenor, listed in Schedule 1.1.1A and illustrated in the map attached hereto as Schedule 1.1.1B and situated entirely on Category III lands as defined under the JBNQA, as such area may be reduced by Galaxy and the Intervenor from time to time;

“Closure Phase” means the period of time commencing upon permanent termination of production and ending upon completion of the Project site rehabilitation and restoration and the issuance of a certificate of release to Galaxy by Authorities Having Jurisdiction pursuant to section 232.10 of the *Mining Act*;

“Commencement of Construction Date” means the date after (i) the Mine Construction Decision on which Galaxy mobilises its mine construction earthworks contractor to the Mine Site to proceed with the construction and operation of the mine and related facilities (excluding any pre-construction or site preparation work) and (ii) the following permits and/or authorizations and/or documents and/or approvals have been issued to Galaxy:

- Authorization for the preparation of the Mine Site issued in accordance with Section 22 of the *Environment Quality Act*;
- Authorization for crushing operations issued in accordance with Section 22 of the *Environment Quality Act*;
- Authorization for the installation and operation of a water-oil-mud separator in the mechanical building issued in accordance with Section 22 of the *Environment Quality Act*;

- Authorization for the installation of a dome and for reclaim issued in accordance with Section 22 of the *Environment Quality Act*;
- Authorization for the installation and operation of a sanitary wastewater processing system issued in accordance with Section 22 of the *Environment Quality Act*;
- Authorization(s) for water withdrawal and drinking water processing and distribution issued in accordance with Section 22 of the *Environment Quality Act*;
- Authorization for mine tailing extraction issued in accordance with Section 22 of the *Environment Quality Act*;
- Authorization for the installation and operation of an industrial wastewater processing system issued in accordance with Section 22 of the *Environment Quality Act*;
- Authorization for the construction of the DMS building issued in accordance with Section 22 of the *Environment Quality Act*;
- Approval of rehabilitation and restoration plan in accordance with the *Mining Act*;
- Exclusive lease to mine surface mineral substances in accordance with the *Mining Act*;
- Mining lease – industrial infrastructures in accordance with the *Mining Act*;
- Mining lease – north-east and south-west tailings in accordance with the *Mining Act*;
- Forestry permit(s) (industrial infrastructure, north-east tailing and emissary) in accordance with the *Sustainable Forest Development Act*;
- Approval of Galaxy's fish and fish habitat offsetting / compensation plan in accordance with the *Authorizations Concerning Fish and Fish Habitat Protection Regulations* and the *Metal and Diamond Mining Effluent Regulations*;
- Federal and Provincial approval of Galaxy's wetlands offsetting plan / compensation measures;

“Commercial Production” means and shall be deemed to have been attained when management of Galaxy declares that, in accordance with disclosure requirements pursuant to Applicable Laws, operating levels intended by management of Galaxy at the Project have been reached, including operational commissioning of major mine and plant components and the production of marketable product consistently for a period of time;

“Confidential Information” has the meaning ascribed thereto in Subsection 12.15.1;

“Construction Phase” means the period from the time of the Commencement of Construction Date until the date Commercial Production is attained;

“Contractor” means a contractor retained by Galaxy for the supply of goods or services for the Project;

“Co-Ownership Claims” means the claims listed as the Co-Ownership Claims in Schedule 1.1.1A of this Agreement;

“Cree” or “Cree Beneficiary” means an individual whose name appears on the Cree register kept by the secretary general appointed by the *Ministère de la Santé et des Services sociaux du Québec*, pursuant to section 16 of *An Act respecting Cree, Inuit and Naskapi Native persons* (CQLR, c. A-33.1);

“Cree Content” has the meaning ascribed thereto in Subsection 6.6.2;

“Cree Employee” means a Cree Beneficiary employed by Galaxy or by a Contractor for the Project;

“Cree Enterprise” means any enterprise listed on the Cree Enterprises List;

“Cree Enterprises List” has the meaning ascribed thereto in Subsection 6.8.1;

“Cree Entity” means the Grand Council of the Crees (Eeyou Istchee), the Cree Nation Government (including when acting through the Board of Compensation thereto), the James Bay Eeyou Corporation, the Sakami Eeyou Corporation, the Cree Trappers Association, the Cree Outfitting and Tourism Association, the Cree Native Arts and Crafts Association, the Cree Development Corporation, the Cree villages, the Cree landholding corporations, the Cree School Board, the Cree Board of Health and Social Services of James Bay, as well as any other Cree controlled corporation, enterprise or legal entity referred to in the JBNQA or created pursuant to the JBNQA, any complementary agreement thereto, or any other agreement between Québec or Canada and any Cree First Nation, the Grand Council of the Crees (Eeyou Istchee) or the Cree Nation Government;

“Cree First Nation” means any of the Cree First Nation of Chisasibi, Eastmain, the Cree First Nation of Mistissini, the Cree First Nation of Nemaska, the Cree First Nation of Ouje-Bougoumou, the Cree First Nation of Waskaganish, the Cree First Nation of Waswanipi, the Cree First Nation of Wemindji or the Cree First Nation of Whapmagoostui, respectively constituted as corporations under the *Cree-Naskapi (of Quebec) Act* and continued as Cree First Nations and as the same legal entities under the *Cree Nation Governance Agreement and the Cree Nation of Eeyou Istchee Governance Agreement Act* (S.C. 2018, c. 4), as well as any other Cree First Nation which may be recognized as such under Applicable Laws;

“Cree Knowledge” means the knowledge, practices and customs acquired, developed and adapted over time by the Crees on various matters which may be required for the purpose of this Agreement, including land use, hunting, fishing, trapping and environmental management;

“Cree Nation of Eastmain” or “Eastmain” has the meaning ascribed thereto in the appearance;

“Cree Nation Government” has the meaning ascribed thereto in the appearance;

“Cree Parties” means, collectively, the GCC(EI)/Cree Nation Government and Eastmain;

“Decision Statement” means the decision statement issued pursuant to section 54 (1) of the *Canadian Environmental Assessment Act, 2012*, as such decision statement may be amended from time to time;

“Defaulting Party” has the meaning ascribed thereto in Subsection 12.21.2;

“Dispute” has the meaning ascribed thereto in Subsection 11.3.1;

“Eastmain-Galaxy Business Development Fund” has the meaning ascribed thereto in Subsection 6.19.1;

“Eastmain Cree Enterprise” means a Cree Enterprise based in Eastmain;

“Eastmain Financial Year” means the financial year of Eastmain being each twelve (12) month period beginning on 01 April and ending on 31 March;

“Eastmain RE02 Family” means the Crees listed in Schedule 1.1.1C attached hereto, as may be updated by the Cree Parties in accordance with Subsection 4.6.2;

“Eastmain RE02 Territory” means the Eastmain RE02 trapline illustrated in the map issued by the Cree Nation Government and attached hereto as Schedule 1.1.1D;

“Eastmain-Galaxy Social and Cultural Fund” has the meaning ascribed thereto in Subsection 7.7.1;

“Eastmain’s Territory” means Eastmain’s Category I, II and III lands as defined in the JBNQA;

“Eastmain-Galaxy Training and Employment Fund” has the meaning ascribed thereto in Subsection 4.12.1;

“Effective Date” means the date of execution of this Agreement by the Parties;

“Environment Committee” means the committee established pursuant to Subsection 8.3.1;

“Environment Quality Act” means the *Environment Quality Act* (CQLR, c. Q-2) and all regulations thereunder;

“Environmental Management System” or **“EMS”** means the systems used to manage all environmental aspects of the activities and operations of the Project over which Galaxy has control or which it can reasonably influence;

“Environmental and Social Impact Statement” or **“ESIS”** means the impact assessment statement, as may be amended from time to time, for the Project required pursuant to section 160 of the *Environment Quality Act* and the *Regulation respecting the environmental and social impact assessment and review procedure applicable to the territory of James Bay and Northern Québec* (CQLR, c. Q-2, r. 25);

“Event of Default” has the meaning ascribed thereto in Subsection 12.21.1;

“Excluded Contracts” has the meaning ascribed thereto in Subsection 6.7.1;

“Exploration Works” means the operations conducted by Galaxy for the discovery, definition and evaluation of mineral resources, as may be authorized under Applicable Laws, which include geological, geochemical, geophysical and geotechnical surveys, surveying and mapping, line cutting, stripping, diamond drilling, trenches excavation, installation of exploration shafts, ramps and other underground openings and of other infrastructures required for exploration, and the carrying out of all other works usually required to conduct exploration;

“Force Majeure” has the meaning ascribed thereto in Subsection 12.17.1;

“Galaxy” has the meaning ascribed thereto in the appearance;

“Galaxy Claims” means the claims listed as the Galaxy Claims in Schedule 1.1.1A of this Agreement;

“Galaxy Employee” means an individual permanently employed by Galaxy and working at the Project;

“Galaxy Financial Year” means the financial year of Galaxy being each twelve (12) -month period beginning on 1 July and ending on 30 June, unless otherwise decided by Galaxy and provided that notice of such decision has been given by Galaxy to the Cree Parties;

“Grand Council of the Crees (Eeyou Istchee)” or **“GCC(EI)”** has the meaning ascribed thereto in the appearance;

“GCC(EI)/Cree Nation Government” means collectively the GCC(EI) and the Cree Nation Government;

“Implementation Committee” means the committee established pursuant to Subsection 10.2.1;

“Impact Assessment Act” means the *Impact Assessment Act* (S.C. 2019, c. 28, s. 1) and all regulations thereunder;

“International Financial Reporting Standards” or **“IFRS”** means, at any given date, International Financial Reporting Standards applicable to Galaxy which include standards and interpretations adopted by the International Accounting Standards Board, applied on a consistent basis as used under the accounting policies of Galaxy and in the audited financial statements of Galaxy;

“James Bay and Northern Québec Agreement” or **“JBNQA”** means the agreement approved, given effect and declared valid by the *James Bay and Northern Quebec Native Claims Settlement Act*, (S.C. 1976-77, c. 32) and by the *Act approving the Agreement concerning James Bay and Northern Québec*, (CQLR, c. C-67), as amended from time to time;

“James Bay Lithium Employment Officer” means the individual either to be hired or already employed by Eastmain as of the Effective Date, responsible for identifying qualified Cree candidates to fulfill employment opportunities with Galaxy, in accordance with this Agreement and perform any other tasks agreed to by the Parties;

“Lenders” has the meaning ascribed thereto in Subsection 12.6.5;

“Mine Construction Decision” means the unconditional decision taken by the board of directors of Galaxy authorizing the construction and operation of the Project and committing the required capital in relation thereto;

“Mine Site” means the areas where the Project facilities are located;

“Mine Workforce” means the Galaxy Employees and the employees of Contractors working on a regular basis at the Project;

“Mining Act” means the *Mining Act* (CQLR, c. M-13.1) and all regulations thereunder;

“New Development” has the meaning ascribed thereto in Subsection 3.2.1;

“New Project” has the meaning ascribed thereto in Subsection 3.3.1;

“Notice of Default” has the meaning ascribed thereto in Subsection 12.21.2;

“Notice of Resumed Operations” has the meaning ascribed thereto in Subsection 12.18.1;

“Notice of Termination” means a notice of termination of this Agreement executed by either Galaxy or the Cree Parties, given in accordance with Subsection 12.22.1;

“Officers” has the meaning ascribed thereto in Subsection 11.5.3;

“Official” has the meaning ascribed thereto in Subsection 12.19.1;

“Operations Phase” means the period of time commencing upon the date Commercial Production is attained and ending upon the permanent termination of production of the Project;

“Parties” and **“Party”** have the meaning ascribed to them in the appearance;

“Person” means an individual, corporation or company (with or without share capital), limited liability company, limited liability partnership, sole proprietorship, body corporate, firm, general or limited partnership, joint venture, trust, association, unincorporated organization, any Authority Having Jurisdiction or any other entity;

“Pre-Development Agreement” or **“PDA”** means the agreement entered into on March 15, 2019, between the Parties;

“Project” means the mine, facilities and activities, as described in Section 3.1, including any activity pertaining to all phases of that project, notably transportation activities from and to the Mine Site and board and lodging, the whole subject to the terms and conditions of the Certificate of Authorization;

“Rights and Obligations” has the meaning ascribed thereto in Subsection 12.6.1;

“Safety Zones” has the meaning ascribed thereto in Subsection 5.4.7 and is illustrated in Schedule 5.4.7, as may be adjusted from time to time in accordance with Subsection 5.4.7;

“Tallyman” has the meaning ascribed thereto in paragraph 24.1.8 of the JBNQA;

“Temporary Closure” has the meaning ascribed thereto in Subsection 12.18.1; and

“Term” has the meaning ascribed thereto in Subsection 12.20.1;

“WEDC” means the Wabannutao Eeyou Development Corporation;

“WEDC Implementation Agreement” means the implementation agreement entered into between Galaxy and the WEDC related to the WEDC Services as of the Effective Date; and

“WEDC Services” has the meaning ascribed thereto in Subsection 6.3.1.

1.2 INTERPRETATION

Schedules

1.2.1 The schedules to this Agreement form an integral part thereof.

1.2.2 The following schedules are attached to this Agreement:

Schedule 1.1.1A – List of Claims;

Schedule 1.1.1B – Map of Claims Area;

Schedule 1.1.1C – Eastmain RE02 Family;

Schedule 1.1.1D – Eastmain RE02 Territory;

Schedule 3.1.1 – Preliminary Description of the Project;

Schedule 5.4.7 – Map of the Safety Zones;

Schedule 6.3.1 – WEDC Services;

Schedule 6.7.1 – List of Excluded Contracts;

Schedule 9.4.3 [REDACTED]

Schedule 10.13.1 – Rules of Procedures of the Implementation Committee, including schedule A of the Rules of Procedures of the Implementation Committee – Confidentiality Undertaking;

Schedule 10.14.1 – Code of Ethics;

Schedule 12.1.7 – Galaxy Resolution;

Schedule 12.1.9 – Eastmain Resolution;

Schedule 12.1.10 – GCC(EI)/Cree Nation Government Resolution; and

Schedule 12.1.12 – Intervenor Resolution.

Legislation

- 1.2.3 Unless otherwise indicated, when an Applicable Law is specifically identified in this Agreement, the reference thereto shall be to such law, as it exists as of the date hereof, and as it may be replaced, supplemented, modified or amended from time to time

Currency

- 1.2.4 Unless otherwise indicated, all dollar amounts mentioned in this Agreement are in Canadian dollars.

Computation of Time Periods

- 1.2.5 For the purpose of this Agreement, when a period provided for herein exceeds ten (10) days, such period is to be computed on the basis of calendar days. For a period of up to ten (10) days, such period is to be computed on the basis of Business Days.
- 1.2.6 Except as specifically set out in this Agreement, for the purpose of computing periods:
- (a) the day which marks the start of the period is not counted, but the last day is counted;
 - (b) when the last day of a period falls on a day that is not a Business Day, the last day is deemed to be the next following Business Day.

Extended Meaning

- 1.2.7 To the extent that the context so requires, the masculine gender herein employed includes the feminine and vice versa and the singular includes the plural and vice versa and, in such cases, the remainder of the sentence or sentences concerned is to be interpreted as if the required grammatical and terminological changes had accordingly been made thereto.
- 1.2.8 The words “including” or “includes” or any variation thereof, when followed by a list of items or things, are to be read as though the word “including” or “includes” or the variation was followed by the words “but without restricting the generality of the foregoing”. It shall not be presumed that the items or things are complete.

Headings

- 1.2.9 Chapter, Section, Subsection, Paragraph and Subparagraph headings contained in this Agreement, including its table of contents, are included solely for convenience, are not intended to be full or accurate descriptions of the contents thereof and are not to affect the construction or interpretation of any provision hereof.

Reference

- 1.2.10 The words or phrases “this Agreement”, “hereof”, “herein”, “pursuant hereto”, “thereof” and “hereby”, as well as all similar words or phrases, refer to this Agreement as a whole and not only to the particular Chapter, Section, Subsection, Paragraph or Subparagraph where such words or phrases are used.

Capitalized Terms

- 1.2.11 Except to the extent this Agreement refers to the full legal name of a Person not otherwise defined herein, all capitalized terms have the meaning ascribed to them in this Agreement.

Construction

- 1.2.12 Notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty in any provision of this Agreement shall not be construed against any Party by reason of the authorship of such provision.

Accounting Terms

- 1.2.13 All accounting terms not specifically defined herein shall be construed in accordance with IFRS consistently applied or any standards adopted by the mining industry from time to time.

GCC(EI)/Cree Nation Government Acting as One Party

- 1.2.14 For the purpose of this Agreement, the GCC(EI) and the Cree Nation Government shall act as one (1) party, except as otherwise specifically provided for in Chapter 9 and Chapter 12.

CHAPTER 2

OBJECTIVES OF THE AGREEMENT

2.1 OBJECTIVES

2.1.1 The objectives of this Agreement are:

- (a) to provide for the establishment and maintenance of a long-term working relationship between the Parties based on mutual trust and respect during all phases of the Project through a sustainable development approach;
- (b) to provide for a framework through which communication and cooperation can take place between the Parties in the performance of their respective obligations under this Agreement;
- (c) to provide for training, employment and business opportunities for the Crees and particularly the Crees of Eastmain at the Project, through joint efforts of the Parties;
- (d) to provide for the cooperation and involvement of the Cree Parties with Galaxy in the environmental monitoring during all phases of the Project;
- (e) to maintain a constructive and respectful relationship with the Crees from Eastmain, including the Eastmain RE02 Family and to provide specific measures intended to benefit them, including training, employment and business opportunities and participation in environmental monitoring;
- (f) to provide for the social acceptability of the Project by the Crees and to confirm their support for the development and the operation of the Project;
- (g) to facilitate the development and operation of the Project in an efficient, profitable, secure and environmentally sustainable manner; and
- (h) to provide for a mutually beneficial, solution-oriented and non-punitive approach for the proper implementation of this Agreement, through the Implementation Committee and other joint mechanisms.

CHAPTER 3
AUTHORIZATIONS AND DESCRIPTION OF THE PROJECT

3.1 PROJECT

Description

- 3.1.1 For the purpose of this Agreement, the description of the Project is set out in Schedule 3.1.1.
- 3.1.2 A more detailed description of the Project is set out in ESIS, a copy of which was delivered to the Cree Parties on July 9th, 2021. Upon the issuance of the Certificate of Authorization, the preliminary summary description set out in Schedule 3.1.1 and the foregoing detailed description set out in the Environmental and Social Impact Statement shall be subject to, and be deemed amended to be in compliance with such Certificate of Authorization.
- 3.1.3 The Cree Parties acknowledge that Galaxy will continue to carry out Exploration Works on the Claims Area from time to time during the Term of this Agreement.

3.2 NEW DEVELOPMENT

- 3.2.1 A “**New Development**” means:
- (a) the development and extraction of a deposit on the Claims Area other than the deposits identified for extraction in the Environmental and Social Impact Statement, where such development requires an amendment to the Certificate of Authorization; and/or
 - (b) a modification to the extraction and/or the processing capacity for the Project, where such modification requires an amendment to the Certificate of Authorization.
- 3.2.2 Should Galaxy intend to undertake a New Development, it shall inform the Cree Parties, through the Implementation Committee, of the intended New Development and of its intention to file a notice of intent in accordance with the *Environment Quality Act*.
- 3.2.3 Following the filing of a notice of intent by Galaxy, the Implementation Committee shall discuss such New Development and its environmental and social impacts, if any, and make recommendations to Galaxy on remedial or preventive measures, as the case may be, for the intended New Development, to be considered in the preparation of amendments to the ESIS, if required.

- 3.2.4 Following the filing of a notice of intent by Galaxy and if amendments to the Environmental and Social Impact Statement are required by Authorities Having Jurisdiction for the intended New Development, the Cree Parties, through the Implementation Committee, shall cooperate with Galaxy in the preparation of such amendments to the ESIS to allow Galaxy to submit same in a timely manner to Authorities Having Jurisdiction.
- 3.2.5 Galaxy may then apply to Authorities Having Jurisdiction for an amendment to the Certificate of Authorization to include such New Development, including by filing an amended ESIS, if required.
- 3.2.6 Should the Certificate of Authorization be amended in accordance with Subsection 3.2.5, this Agreement shall apply to the New Development.

3.3 NEW PROJECT

- 3.3.1 A “**New Project**” means:
- (a) the development and extraction of a deposit outside of the Claims Area, on Eastmain’s Territory, where such development requires a new authorization pursuant to section 164 of the *Environment Quality Act* or an authorization pursuant to section 167 of the *Environment Quality Act*; and/or
 - (b) a modification to the extraction and/or the processing capacity for the Project, where such modification requires a new certificate of authorization pursuant to section 164 of the *Environment Quality Act* or an authorization pursuant to section 167 of the *Environment Quality Act*.
- 3.3.2 Should Galaxy intend to undertake a New Project, it shall inform the Cree Parties, through the Implementation Committee, of the intended New Project and of its intention to file a notice of intent in accordance with the *Environment Quality Act*.
- 3.3.3 Following the filing of a notice of intent by Galaxy, the Implementation Committee shall discuss such New Project and its environmental and social impacts and make recommendations to Galaxy on remedial or preventive measures for the intended New Project, to be considered in the preparation of an environmental and social impact statement.
- 3.3.4 Following the filing of a notice of intent by Galaxy for the intended New Project, the Cree Parties, through the Implementation Committee, shall cooperate with Galaxy in the preparation of an environmental and social impact statement to allow Galaxy to submit same in a timely manner to Authorities Having Jurisdiction.
- 3.3.5 Galaxy may then apply to Authorities Having Jurisdiction for a certificate of authorization with respect to the New Project, by filing an environmental and social impact statement.

3.3.6 Concurrently with the discussions outlined in Subsection 3.3.3, the Implementation Committee shall also discuss, and make recommendations to the Parties, as to whether:

- (a) this Agreement should apply to the New Project;
- (b) this Agreement should be amended for the New Project; or
- (c) the Parties should negotiate a new agreement for the New Project.

3.3.7 The Parties shall consider the recommendations of the Implementation Committee and shall make a decision on the course of action to be taken.

3.4 AMENDMENT OF CERTIFICATE OF AUTHORIZATION OR DECISION STATEMENT

3.4.1 Should Galaxy intend to apply for an amendment of the Certificate of Authorization or the Decision Statement, it shall inform the Cree Parties, through the Implementation Committee, of the intended amendment and of its intention to file an application with Authorities Having Jurisdiction.

3.4.2 Prior to the filing of such application, the Implementation Committee shall discuss such amendment and its environmental and social impacts and make recommendations to Galaxy on remedial or preventive measures for the intended amendment, to be considered in the preparation of the application to be filed with Authorities Having Jurisdiction.

CHAPTER 4 TRAINING AND EMPLOYMENT

4.1 PURPOSE

- 4.1.1 The purpose of this Chapter is to develop a qualified and productive workforce and to promote the employment, integration, advancement and retention of Crees in all business units at the Project during the Operations Phase and the Closure Phase, the whole through the joint efforts and cooperation of the Parties, as provided for in this Chapter.

4.2 OBJECTIVES

- 4.2.1 The objectives of this Chapter are for the Parties to cooperate in the following:
- (a) in the establishment of their respective training programs and measures and in the establishment of joint training programs and measures;
 - (b) in the implementation of measures facilitating successful recruitment of Crees in all business units at the Project, being understood that such units will be defined by Galaxy from time to time and that the initial business units may comprise: “Mining”, “Plant”, “Maintenance”, and “Technical Services”, it being understood that such units shall also include contracts related to the operations of the Project;
 - (c) in the establishment of Cree employment objectives to promote Cree employment at the Project; and
 - (d) with respect to measures to promote the integration, advancement and retention of Cree Employees at the Project.

4.3 COOPERATION IN TRAINING PROGRAMS

- 4.3.1 The Parties shall establish their respective training programs and measures and shall cooperate regarding such programs and measures as provided for in this Chapter. The programs and measures established by the Parties will be designed to increase the number of Cree candidates qualified for employment at the Project.

4.4 TRAINING PROGRAMS OF THE CREE PARTIES

Role of the Cree Parties

- 4.4.1 The Cree Parties shall promote, support and develop the following programs, including programs supporting employment that will have positive socio-economic effect in Eastmain and/or related to the mining industry in general, either on their

own or in cooperation with Cree educational and vocational organizations or with other third parties:

- (a) educational programs;
- (b) vocational and technical training programs; and
- (c) pre-employment programs.

4.4.2 For the purpose of this Chapter:

- (a) **“educational programs”** refers to preschool, elementary, secondary education in Québec, as well as essential skills training programs;
- (b) **“pre-employment programs”** refers to programs designed to provide basic skills preparing an individual for entry into the industrial labour force. The contents of such programs may address matters such as job readiness training regarding industrial settings, employer/employee expectations, health and safety skills, communication skills including French and English knowledge, personal budget management, work-related stress management and inter-cultural and social differences; and
- (c) **“vocational and technical training programs”** refers to training programs leading to a diploma of vocational studies, an attestation of vocational specialization, a specialization diploma in technical studies or an attestation of college studies.

Cooperation of Galaxy

4.4.3 Galaxy shall cooperate with the Cree Parties in their efforts to promote, support and develop such programs that will have positive socio-economic effect in Eastmain and supporting employment related to the mining industry in general and at the Project, in the following manner:

- (a) for educational programs, and for vocational and technical training programs, Galaxy shall adopt measures which may include the following:
 - (i) providing information sessions on career opportunities at the Project and in the mining industry in general and ensuring this information is disseminated in Cree communities;
 - (ii) cooperating with vocational organizations in the establishment and delivery of mining-related vocational and technical training programs, through technical support, expertise and advice; and

- (iii) cooperating with vocational organizations and other third parties, as the case may be, to facilitate the preparation and delivery, in cooperation with the Cree Parties, of mining-related vocational and technical training programs in the community of Eastmain;
- (b) for educational programs, and for vocational and technical training programs, Galaxy shall adopt measures providing incentives to Cree students to pursue studies in programs leading to careers in mining-related fields, which may include summer employment or internships; and
- (c) for pre-employment programs, Galaxy shall cooperate with the Cree Parties in the establishment of pre-employment programs designed to facilitate the integration of the Crees in the Mine Workforce.

4.5 TRAINING PROGRAMS AND MEASURES OF GALAXY

Role of Galaxy

- 4.5.1 Galaxy shall be responsible for internal training programs and measures delivered by Galaxy or by third parties on behalf of Galaxy for the Project. Where appropriate and feasible in light of all circumstances, such internal training programs and measures will be delivered at the Mine Site.

Cooperation of the Cree Parties

- 4.5.2 Galaxy shall provide appropriate information sessions to its supervisory staff on relevant provisions of this Agreement pertaining to this Chapter, Chapter 5 “Working Conditions and Operating Policies”, Chapter 6 “Business Opportunities”, Chapter 7 “Social and Cultural Matters” and Chapter 8 “Environmental Matters”. The Cree Parties, through the Implementation Committee, shall cooperate with Galaxy in the development and the delivery of such information sessions.

Timing of Training

- 4.5.3 The internal training programs and measures referred to in Subsection 4.5.1 shall be provided at Galaxy’s discretion, in consultation with the Implementation Committee, based on its assessment of current and future needs.
- 4.5.4 The information sessions referred to in Subsection 4.5.2 shall be provided at the time of hiring and on an annual basis thereafter.

Language of Training

- 4.5.5 When relevant and where the size of the group allows, Galaxy’s internal training programs will be available in French and English unless delivery is not feasible, provided however that Galaxy shall make commercially reasonable efforts to make

such training programs available in French and English and, where applicable, shall inform the Cree Parties of the reasons why it is not feasible for Galaxy to make such training programs available in French and English, in which case the Implementation Committee shall identify solutions and make recommendations to the Parties.

- 4.5.6 Notwithstanding Subsection 4.5.5 and subject to any Applicable Laws, Galaxy shall ensure that any training programs regarding occupational health and safety and operating procedures be delivered in French and English.

Professional Development Programs

- 4.5.7 When Galaxy establishes professional development programs, it shall inform the Implementation Committee of the programs available to the Cree Employees of Galaxy so that the Implementation Committee may identify for such employees other existing training programs and measures, if any, offered by third parties, including Cree educational organizations. The Implementation Committee shall then make recommendations to the Parties regarding such complementary training programs and measures.

4.6 JOINT TRAINING PROGRAMS AND MEASURES

Joint Training Programs and Measures

- 4.6.1 The Parties may, from time to time, establish joint training programs and measures to be identified by the Implementation Committee for specific needs or purposes for the Project.

Eastmain RE02 Family

- 4.6.2 The Implementation Committee shall inform the Eastmain RE02 Family of the Parties' training programs and measures, and shall facilitate their participation in such programs and measures. The Cree Parties shall provide to Galaxy, on an annual basis or such period as may be agreed to by the Parties, an updated list of the Eastmain RE02 Family set out in Schedule 1.1.1C.

Access to Funding

- 4.6.3 The Parties shall cooperate in seeking access to funding from third parties for training programs and measures and to obtain the assistance of training institutions.

4.7 RECRUITMENT

Information on Workforce Needs

- 4.7.1 Galaxy shall provide to the Implementation Committee and to the James Bay Lithium Employment Officer, prior to the commencement of the next Galaxy Financial Year

but no later than 15 days before the end of the current Galaxy Financial Year, information on its short-term and long-term workforce needs during the Operations Phase and the Closure Phase.

Establishment of Recruitment Measures

- 4.7.2 Galaxy shall inform the Implementation Committee of its recruitment measures and the committee may make recommendations to Galaxy on additional or modified recruitment measures to facilitate the successful recruitment of Crees in all business units at the Project.

Posting of Job Openings

- 4.7.3 Galaxy shall post job openings in French and English in various Cree media and shall provide posting information on such job openings to the Cree employment services entities designated by the Implementation Committee for these entities to post such job openings through their respective media services. Such job openings shall also be posted at the offices of the council of Eastmain and, if any, at Galaxy's employment office in Eastmain.

First Opportunity on Employment Opportunities

- 4.7.4 Galaxy will offer employment to, and employ on the basis of the hiring priority set out at Subsection 4.8.2, those candidates who fulfill the entry requirements developed as per Subsections 4.7.5 to 4.7.10, as per the following procedure:
- (a) Galaxy shall send notice of all external manpower requirements to the James Bay Lithium Employment Officer two (2) weeks prior any external posting or recruitment;
 - (b) Subject to Subsection 4.8.5, Galaxy will offer the employment opportunity to any qualified candidate identified by the James Bay Lithium Employment Officer within two (2) weeks of the receipt of the notice referred to in Paragraph 4.7.4(a); and
 - (c) If the James Bay Lithium Employment Officer fails to identify a qualified candidate within two (2) weeks of the receipt of the notice referred to in Paragraph 4.7.4(a), Galaxy may hire any qualified candidates, subject to the hiring order provided for in Subsections 4.8.2 and 4.8.3.

Entry Requirements

- 4.7.5 Galaxy shall determine entry requirements, including training or experience prerequisites, for all employment positions at the Project.

- 4.7.6 The lack of both French and English language skills by a candidate does not constitute a barrier for employment at the Project, inasmuch as Galaxy can provide for adaptations to remedy the lack of such language skills. Galaxy shall identify the positions for which French language skills by a candidate is a necessary entry requirement and inform the Implementation Committee of the reasons why Galaxy cannot provide for adaptations to remedy the lack of such French language skills by a candidate in such case.
- 4.7.7 The Implementation Committee shall review proposed entry requirements, including language skills, and make recommendations to Galaxy to avoid the creation of or to remove any undue barriers to Cree employment at the Project. Galaxy job requirements shall be the same for all Galaxy Employees performing the same duties, including the Cree Employees of Galaxy. The Implementation Committee shall provide any recommendations within the timing set out below:
- (a) Where 0-20 position descriptions are proposed by Galaxy, the Implementation Committee shall make recommendations to Galaxy within ten (10) Business Days following the reception of those position descriptions;
 - (b) Where 20-50 position descriptions are proposed by Galaxy, the Implementation Committee shall make recommendations to Galaxy within fifteen (15) Business Days following the reception of those position descriptions;
 - (c) Where 51-100 position descriptions are proposed by Galaxy, the Implementation Committee shall make recommendations to Galaxy within twenty (20) Business Days following the reception of those position descriptions; and
 - (d) Where 101 and more position descriptions are proposed by Galaxy, the Implementation Committee shall make recommendations to Galaxy within twenty-five (25) Business Days following the reception of those position descriptions.
- 4.7.8 In the event the Implementation Committee does not agree on the recommendations to be made to Galaxy within the timing set out above, the Implementation Committee shall inform Galaxy of such disagreement and the Implementation Committee shall have an additional equivalent period of time to attempt to agree on and make recommendations to Galaxy.
- 4.7.9 In the event the Implementation Committee does not make recommendations to Galaxy within the timing set out in Subsections 4.7.7 and 4.7.8, the Implementation

Committee shall be deemed to have no recommendations regarding the relevant position description(s).

- 4.7.10 Galaxy agrees to consider expeditiously and in good faith any recommendation it receives from the Implementation Committee. As soon as reasonably practicable after receiving such recommendations, Galaxy will provide to the Implementation Committee a written response setting out how Galaxy intends to take into account the Implementation Committee's recommendations.

Cooperation of Cree Organizations in Recruitment Activities

- 4.7.11 The Cree Parties, with the cooperation of Cree organizations responsible to promote Cree employment, shall participate in the recruitment activities of Galaxy for employment at the Project, where such activities are held in Cree communities and particularly in the community of Eastmain.

Submission of Applications and Interviews

- 4.7.12 Cree candidates may submit their applications for employment and related documentation in French or English. Galaxy shall conduct interviews of Cree candidates in French or English, at the discretion of the candidate.

4.8 SELECTION AND HIRING

Galaxy Prerogative

- 4.8.1 The selection and hiring of employees remain the prerogative and sole responsibility of Galaxy, subject to the conditions provided in this Section 4.8.

Hiring Order

- 4.8.2 The James Bay Lithium Employment Officer shall recruit and Galaxy shall hire all employees from amongst available qualified candidates. Should one or more candidates fulfill the job requirements for a vacant position, Galaxy shall fill the position by hiring a qualified candidate in accordance with the following order:

- (a) a member of the Eastmain RE02 Family;
- (b) a Cree of Eastmain;
- (c) another Cree; and
- (d) a member of the Pekuakamiulnuatsh Nation.

- 4.8.3 The Parties further acknowledge that the undertaking of Galaxy referred to in Paragraph 4.8.2(d) is for the sole benefit of the GCC(EI)/Cree Nation Government.

Pre-Employment Verifications

- 4.8.4 When Galaxy establishes pre-employment verification requirements, it shall inform the Implementation Committee of the pre-employment verification requirements Galaxy intends to set so that the Implementation Committee can assess whether any of the pre-employment verification requirements set any undue barriers to the hiring of Crees at the Project. The Implementation Committee shall then make recommendations to Galaxy with a view to mitigate such undue barriers to the hiring of Crees at the Project.
- 4.8.5 Galaxy shall conduct the necessary verifications with respect to each candidate, but it shall not use such pre-employment verifications to create undue barriers to the hiring of Crees at the Project. The Cree Parties acknowledge that such pre-employment verifications as well as the results of these verifications must remain confidential and that these verifications are the sole responsibility of Galaxy.

4.9 CREE EMPLOYMENT OBJECTIVES

Long-Term Objective for Workforce Composition

- 4.9.1 Subject to the availability of a qualified Cree workforce and the employment needs of the Project, the Implementation Committee shall establish measures in furtherance of the Parties' intent to maximize the Cree proportion of the Mine Workforce at all levels of employment, including management positions.

Short-Term Cree Employment Objectives

- 4.9.2 Towards eventual attainment of the workforce composition at the Project as provided for in Subsection 4.9.1, the Implementation Committee shall approve the short-term Cree employment objectives, as provided for in Subsections 4.9.3 and 4.9.4, and the Parties shall work jointly towards the attainment of the approved short-term objectives. It is understood that these short-term objectives shall not be binding but shall constitute a common goal the Parties wish to attain and towards which they shall develop programs and measures as provided in this Chapter.

Relevant Parameters

- 4.9.3 Subject to the employment needs of the Project, the short-term Cree employment objectives for each of the business units at the Project will be established, reviewed in light of performance and adjusted based on relevant parameters, including:
- (a) the availability of a qualified Cree workforce for the Project;
 - (b) the unemployment rate and long-term employment perspectives in the communities of the Cree First Nations;

- (c) other projects or industrial activities in the Eeyou Istchee James Bay region providing competing employment opportunities for Crees;
- (d) the current and upcoming phases of the Project, as the case may be;
- (e) the general economic context and market; and
- (f) any other relevant parameters, as determined by the Implementation Committee from time to time.

Frequency

- 4.9.4 The short-term Cree employment objectives will be established, reviewed in light of performance and adjusted on an annual basis during the Construction Phase, and thereafter once every three (3) years during the Operations Phase. No short-term Cree employment objectives will be established during the Closure Phase. The Parties shall make recommendations to the Implementation Committee with respect to the establishment, review and adjustments of the short-term Cree employment objectives.

Application to Contractors and Sub-Contractors

- 4.9.5 In furtherance of the attainment of the workforce composition at the Project as provided for in Subsection 4.9.1, Galaxy shall require its Contractors to hire qualified candidates in accordance with the hiring priority set out in Subsection 4.8.2, subject to the availability of qualified candidates. In addition, Galaxy shall deploy commercially reasonable efforts to encourage its Contractors to promote the hiring by sub-contractors of qualified Crees, in priority Crees of Eastmain, subject to the availability of a qualified Cree workforce.
- 4.9.6 Galaxy shall require its Contractors to provide quarterly reports based on Galaxy's policies and to include in such reports information on the indicators to be defined by the Implementation Committee, such as the number of Crees offered work, the number of Cree applications received, the number and percentage of Crees actually employed by the Contractor and its subcontractors, a description of the training offered to the Crees and the number of Crees laid off or dismissed, and the Cree Enterprises engaged as subcontractors.
- 4.9.7 Galaxy shall share, at the regular meetings of the Implementation Committee, statistical and other relevant information on the Mine Workforce, including information based on the quarterly reports received from its Contractors.

4.10 INTEGRATION, ADVANCEMENT AND RETENTION

Integration, Advancement and Retention Measures

- 4.10.1 Galaxy shall identify, in cooperation with the Implementation Committee, workplace measures, including training programs, intended to promote the integration, advancement and retention of Cree Employees in the Mine Workforce.
- 4.10.2 The Cree Parties shall participate, whenever feasible and relevant, in the delivery of the measures developed by Galaxy and designed to promote the integration, advancement and retention of Cree Employees in the Mine Workforce.
- 4.10.3 Galaxy shall be responsible for the development and the implementation of the measures referred to in Subsection 4.10.1, which may include orientation programs, cross-cultural awareness and cultural programs, mentoring programs, pairing and companionship programs and supervisory skills training in a multicultural context. Such measures will be offered in French and English. The Cree Parties shall contribute to the establishment of such programs and may seek the assistance of relevant Cree Entities and any other organization as may be agreed to by the Implementation Committee.
- 4.10.4 To facilitate the integration, advancement and retention of Cree Employees in the Mine Workforce, all supervising management personnel of Galaxy shall be required to attend a training session on this Agreement and Cree culture. Galaxy shall use its best efforts for its Contractors to attend such training session.

Language Training

- 4.10.5 Galaxy shall provide, on an ongoing basis and where relevant, French and English language training to facilitate communications at the Project.

Cree Representation on Internal Committees

- 4.10.6 Galaxy shall encourage Cree Employee representation on its internal employees committees.

Information and Cooperation on Advancement Opportunities

- 4.10.7 Galaxy shall provide the Cree Parties through the Implementation Committee with information that identifies advancement opportunities and related job requirements, for Cree Employees in the Mine Workforce.
- 4.10.8 The Cree Parties shall cooperate with Galaxy and provide training when relevant and feasible for the advancement of Cree Employees, either on their own, in cooperation with Cree educational and vocational organizations or with other third parties.

- 4.10.9 The Parties shall cooperate to encourage Cree Employees to seek out and apply for advancement opportunities in the Mine Workforce.

4.11 EVALUATION OF PERFORMANCE

- 4.11.1 On an annual basis and subject to Applicable Laws, the Parties shall provide the Implementation Committee with information on the performance towards attainment of the short-term Cree employment objectives for the Project, including information regarding:

- (a) employment barriers encountered by the Crees at the stages of application, selection and/or hiring; and
- (b) integration, advancement and retention, including measures implemented and delivered by Galaxy.

- 4.11.2 The Implementation Committee shall review and discuss the information and may make recommendations to the Parties, including remedial measures, for the latter to implement in order to improve the achievement of the short-term Cree employment objectives.

- 4.11.3 On an annual basis, Galaxy shall provide to the Implementation Committee a compilation, without any personal information as defined under Section 2 of *An Act respecting the protection of personal information in the private sector* (CQLR, c. P-39.1), of the grounds for refusing Cree candidates for employment for the Project in order to allow the Cree Parties to take appropriate corrective measures, when possible. This compilation should include the percentage of candidates refused per category of grounds of refusal. The categories of grounds for refusal shall be the following:

- (a) qualifications and references;
- (b) criminal record;
- (c) references;
- (d) performance at the interview; and
- (e) other.

- 4.11.4 The Implementation Committee shall discuss the above-mentioned compilation and any undue barriers to employment referred to in Subsection 4.8.5 and make recommendations to the Parties regarding same.

4.12 EASTMAIN-GALAXY TRAINING AND EMPLOYMENT FUND

- 4.12.1 Commencing with the Galaxy Financial Year in which the Commencement of Construction Date occurs, and until the final Galaxy Financial Year of the Operations Phase, Galaxy shall pay to Eastmain for the “**Eastmain-Galaxy Training and Employment Fund**” an amount equal to the amount secured by Eastmain from other funding sources or provided by Eastmain itself to such fund, in the Galaxy Financial Year, up to a maximum of one hundred thousand dollars (\$100,000.00) per Galaxy Financial Year. Eastmain shall provide to Galaxy a written confirmation of the funding sources and of the committed amount. Galaxy shall pay the amount referred to in this Subsection 4.12.1 within ninety (90) days of the Commencement of Construction Date and in each subsequent Galaxy Financial Year, by the later of 31 May, or thirty (30) days after receipt by Galaxy from Eastmain of the written confirmation of the funding sources and of the committed amount.
- 4.12.2 Eastmain shall use the Eastmain-Galaxy Training and Employment Fund for the delivery of programs set out in Section 4.4, particularly programs that will have positive socio-economic effect in Eastmain and programs related to the mining industry in general and for the Project. The Implementation Committee shall make its recommendations to Eastmain on the use of the Eastmain-Galaxy Training and Employment Fund and Eastmain shall respond thereto.
- 4.12.3 Within one hundred and twenty (120) days of the end of each Eastmain Financial Year, Eastmain shall provide audited financial statements to Galaxy as to the use of the Eastmain-Galaxy Training and Employment Fund in the previous Eastmain Financial Year.

CHAPTER 5

WORKING CONDITIONS AND OPERATING POLICIES

5.1 PURPOSE

- 5.1.1 The purpose of this Chapter is to provide for adaptations of certain working conditions for Cree Employees of Galaxy to facilitate their integration and to set out certain policies applicable to the Mine Workforce, as provided for in this Chapter.

5.2 GUIDELINES

- 5.2.1 The guidelines of this Chapter are the following:
- (a) all Galaxy Employees shall be subject to and benefit from the same working conditions, work rotation schedules, rules of conduct, assessment criteria, policies and procedures as are applicable to their assigned group and as may be established by Galaxy from time to time, except as provided for in this Agreement and in particular for adaptations of certain working conditions for Cree Employees of Galaxy, as provided for in this Chapter; and
 - (b) Galaxy's vision and willingness to promote a discrimination-free, fair, safe and inclusive work environment will be reflected in its policies.
- 5.2.2 Where relevant, the operating policies of Galaxy related to this Agreement, including those related to training and employment, shall be submitted to the Implementation Committee for comments and recommendations to facilitate the implementation of this Agreement.

5.3 WORKING CONDITIONS

Cultural Leaves

- 5.3.1 Galaxy shall authorize, on an annual basis, leaves for activities known as "Goose Break" and "Moose Break", in accordance with its policies, based on the following:
- (a) Cree Employees of Galaxy shall be considered in priority for such leaves;
 - (b) Cree Employees of Galaxy shall take any such leave as part of their annual paid vacation;
 - (c) Cree Employees of Galaxy wishing to avail themselves of such leaves shall be required to give notice in accordance with Galaxy's policies; and
 - (d) any such leave may be authorized as long as it does not impede the normal operations of the Project.

Bereavement Leaves

- 5.3.2 Galaxy shall include in its policies provisions with respect to bereavement leaves in the case of death of a Galaxy Employee's family member, provided that for Cree Employees of Galaxy, such provisions shall be culturally adapted.

Transportation of Employees

- 5.3.3 Galaxy shall provide roundtrip transportation to all Galaxy Employees between one (1) or more pick-up points designated by Galaxy and the Mine Site, including one (1) pick-up point in Eastmain, in accordance with the established work rotation schedules, taking into account, to the extent feasible, the geographical distribution of the Cree Employees' places of residence. The mode of transportation designated by Galaxy shall be the sole mode of transportation for Galaxy Employees to and from the Mine Site, provided however that members of the Eastmain RE02 Family employed at the Project may, at their discretion and only at the start and end of their respective work rotation schedule, access and leave the Mine Site with their personal or recreational vehicles.

Personal and Recreational Vehicles

- 5.3.4 Except as otherwise provided in Subsection 5.3.3, Galaxy shall adopt, implement and enforce a policy prohibiting the use of personal and recreational vehicles to and from the Mine Site.

Language

- 5.3.5 Subject to any Applicable Laws and any safety requirements, employment and communications at the Mine Site may be done in French and English to ensure the safety and security of all people present at the Mine Site.
- 5.3.6 Whenever possible, Galaxy shall hire bilingual (French and English) employees and shall make reasonable efforts to ensure that supervisors, foremen and management personnel express themselves clearly in both French and English language.

Voting at the Mine Site

- 5.3.7 Galaxy shall facilitate the establishment of polling stations at the Mine Site for Cree Employees to vote in Cree local or regional elections or referenda, provided Galaxy receives due advance notice from any of the Cree Parties and the voting does not interfere with the normal operations of the Project. The voting will take place in conformity with Galaxy's visitation policy for the Project.

Employee Assistance Program

- 5.3.8 Should Galaxy establish an employee assistance program for Galaxy Employees, such program will take into account Cree specificities. The Cree Parties shall cooperate with Galaxy in the establishment of such an employee assistance program, as the case may be, and may seek the assistance of relevant Cree Entities and any other organization as may be agreed to by the Implementation Committee.
- 5.3.9 Such employee assistance program shall be available in French and English and shall also be made available to immediate family members of Cree Employees.

5.4 POLICIES

Comments and Recommendations on Policies and Galaxy Prerogative

- 5.4.1 Where relevant, Galaxy shall submit its policies affecting its Cree Employees, including policies related to training and employment, to the Implementation Committee for comments and recommendations to Galaxy, it being understood that the Implementation Committee shall be awarded reasonable time to allow for consultation of the Cree Parties.

Galaxy Prerogative

- 5.4.2 The policies referred to in Subsection 5.4.1 remain the prerogative and sole responsibility of Galaxy.

Drugs and Alcohol

- 5.4.3 The Cree Parties acknowledge that Galaxy shall adopt, implement and enforce a zero-tolerance drug and alcohol policy, addressing all forms of substance abuse, for all individuals at the Mine Site and during transportation of Galaxy Employees to and from the Mine Site.
- 5.4.4 Galaxy shall communicate information on the above-mentioned policy to all Mine Workforce, including Cree Employees.

Firearms and Other Weapons

- 5.4.5 The Cree Parties acknowledge that, for public safety and security reasons, Galaxy shall adopt, implement and enforce a policy prohibiting the transportation, possession and use of firearms and other weapons by all individuals at the Mine Site and other designated areas communicated in advance to the Cree Parties, except as and when authorized by Galaxy.

Hunting, Fishing and Trapping

- 5.4.6 The Cree Parties acknowledge that, for public safety and security reasons, hunting, fishing and trapping shall be prohibited at the Mine Site by all individuals and that the policies of Galaxy will reflect such prohibition.

Safety Zones

- 5.4.7 The Cree Parties acknowledge that, for public safety and security reasons, Galaxy shall establish and adjust zones in collaboration with the Tallyman of the Eastmain RE02 Territory within the Claims Area and surrounding the Mine Site (the “**Safety Zones**”) where there shall be no hunting, fishing and trapping, except as provided in Subsection 5.4.8, and where the use of firearms shall be prohibited, except as and when authorized by Galaxy. The Safety Zones illustrated in the map attached hereto as Schedule 5.4.7 are hereby established as of the Effective Date.
- 5.4.8 The Parties acknowledge that the members of the Eastmain RE02 Family shall, with the prior consent of Galaxy for the purposes of ensuring safety, be allowed to trap in the Safety Zones, provided however that, for public safety and security reasons, such activity shall exclude the setting of large traps.
- 5.4.9 Notwithstanding Subsections 5.4.5 and 5.4.7, in the event where an animal presents a threat for the safety and security of the individuals at the Mine Site or in the Safety Zones or in circumstances where the management of certain species is required at the Mine Site or in the Safety Zones, Galaxy may request the Tallyman of the Eastmain RE02 Territory or any individual the latter may designate to hunt or trap and use firearms in the Safety Zones to remedy the situation.

Security Measures

- 5.4.10 The Cree Parties acknowledge that Galaxy shall adopt, implement and enforce security measures for all Galaxy Employees, Contractors and subcontractors, employees of Contractors and subcontractors and visitors at the Mine Site and at the pick-up points designated by Galaxy. Such measures may include body searches, vehicle searches and searches of personal belongings.
- 5.4.11 Galaxy shall brief the Cree Parties concerning the exact extent of those measures as soon as possible after their adoption.

Camp Access and Camp Use in Emergency Situations

- 5.4.12 In circumstances other than emergency situations and for public safety and security reasons, Galaxy shall prohibit access to the Mine Site and use of the facilities of the Project, except as specifically authorized. In emergency situations and in accordance with its emergency policy, Galaxy will allow access to the Mine Site and use of the required facilities of the Project, by individuals who are not working at the Project.

For the purpose of this Subsection 5.4.12, “emergency situation” means a situation requiring access to the Mine Site and/or use of the facilities of the Project to protect life and limb.

CHAPTER 6 BUSINESS OPPORTUNITIES

6.1 PURPOSE

- 6.1.1 The purpose of this Chapter is to provide business opportunities to Cree Enterprises, particularly Eastmain Cree Enterprises, qualified for the supply of goods and/or services related to all phases of the Project, in order to encourage and facilitate the development of Cree Enterprises in the context of the Project while ensuring the Project's competitiveness, the whole as provided for in this Chapter.

6.2 CREE ENTERPRISES

- 6.2.1 The business opportunities made available by Galaxy to Cree Enterprises under this Chapter will apply only to Cree Enterprises, particularly Eastmain Cree Enterprises, and will be related to contracts for the supply of goods or services for the Project, during all phases of the Project.

6.3 SERVICES RENDERED BY EASTMAIN

- 6.3.1 In order to promote and support the development of Cree Enterprises in the context of the Project by Galaxy, Eastmain shall designate its development corporation, the WEDC, to render the services set out in Schedule 6.3.1 ("**WEDC Services**") to Galaxy. Galaxy shall pay to the WEDC an amount of [REDACTED] dollars (\$ REDACTED) per Galaxy Financial Year for the WEDC Services ("**Services Fee**") commencing on the Commencement of Construction Date and until and including the final Galaxy Financial Year of the Operations Phase. Galaxy shall pay the amount referred to in this Subsection 6.3.1 by January 30 of each applicable Galaxy Financial Year.
- 6.3.2 Once every twelve (12) months, beginning on January 1st, 2024, the Services Fee shall be adjusted by a percentage equal to the average increase in the Consumer Price Index in the Province of Québec as determined by the *Institut de la Statistique du Québec* ("**CPI**") over the previous twelve (12) months. If, at the time that the adjustment of the Yearly Fee is calculated, the calculation method of the CPI has been materially revised, is not available or is discontinued, the parties will use the Statistics Canada Consumer Price Index in place of the CPI.
- 6.3.3 Galaxy shall pay to the WEDC, on the Commencement of Construction Date an amount of [REDACTED] dollars (\$ REDACTED) to compensate the WEDC for the WEDC Services rendered during the 2022 the Galaxy Financial Year.
- 6.3.4 Eastmain shall obtain from the WEDC audited financial statements as to the use of the Services Fee referred to in Subsections 6.3.1 and 6.3.2 in the previous WEDC Financial

Year within one hundred and twenty (120) days of the end of each WEDC Financial Year and provide copies of same to Galaxy.

- 6.3.5 Galaxy and Eastmain, in consultation with the WEDC, may amend the list of WEDC Services set out in Schedule 6.3.1 by mutual agreement in writing. Such amendment will not impact the amounts of the fees referred to in Subsections 6.3.1 and 6.3.2 unless it substantially modifies the scope of the WEDC Services.
- 6.3.6 Galaxy and Eastmain mutually agree that the WEDC Services may be terminated in the event of one or the other following events:
- (a) immediately following a written notice to the WEDC, in the event of fraud or intentional or gross fault by the WEDC in the context of the execution of the WEDC Services;
 - (b) following a mutual agreement between Galaxy and the WEDC;
 - (c) if, after receiving a written notice from Galaxy informing the WEDC of a default to execute the WEDC Services promptly, in accordance with best applicable standards and to the satisfaction of Galaxy, acting reasonably, the WEDC fails to remedy this default within ten (10) days;
 - (d) immediately, if the WEDC files a voluntary petition in bankruptcy or insolvency or a petition for reorganization, arrangement or compromise under any applicable bankruptcy law;
 - (e) immediately, if the WEDC breaches any applicable anti-bribery and/or anti-corruption obligations set forth in Galaxy's policies communicated to the WEDC pursuant to the WEDC Implementation Agreement; or
 - (f) immediately, if the WEDC's mission changes and no new corporation wholly owned by Eastmain is immediately designated or appointed by Eastmain with a similar mission as the WEDC has as of the Effective Date to perform the WEDC Services.
- 6.3.7 If Galaxy terminates the WEDC Services in the manner set forth in Subsection 6.3.6, Galaxy shall be released as of the termination date from its obligations to pay the Services Fee referred to in Subsection 6.3.1.
- 6.3.8 Eastmain may at its sole discretion replace the WEDC by another Eastmain wholly owned development corporation for the purposes of this Chapter.
- 6.3.9 The Parties agree that should Galaxy be replaced by an affiliate or any other entity as a result of a change in control of Galaxy or a sale of its assets, as set out in Section 12.6, said entity shall replace Galaxy for the purpose of this Chapter.

6.4 SUPPLY OF SERVICES AND SPECIFIC GOODS DURING THE CONSTRUCTION PHASE

6.4.1 During the Construction Phase, Eastmain shall, through the WEDC, provide services to Galaxy using a Cree workforce. The terms and conditions further to which the WEDC shall provide such services and the scope of such services shall be agreed to by Galaxy and the WEDC pursuant to separate agreements, and shall include a commitment by Galaxy with respect to the training of the Cree workforce in keeping with the spirit of Sections 4.5 and 4.10.

6.4.2 In addition, certain specific goods (certain mobile equipment and machinery) to be provided by WEDC, during the Construction Phase, shall be set aside by Galaxy. The terms and conditions further to which the WEDC shall provide such goods and the scope of such goods shall be agreed to by Galaxy and the WEDC pursuant to separate agreements.

6.5 ORDER FOR AWARDING OF CONTRACTS

6.5.1 Subject to this Chapter, all contracts and subcontracts related to the Project during the Operations Phase and Closure Phase shall be awarded in accordance with the following order:

- (a) Eastmain Cree Enterprises owned by the RE02 Family;
- (b) Eastmain Cree Enterprises;
- (c) Cree Enterprises generally; and
- (d) enterprises affiliated to the Pekuakamiulnuatsh Nation identified by the Cree Parties.

6.5.2 The Parties further acknowledge that the undertaking of Galaxy referred to in Paragraph 6.5.1(d) is for the sole benefit of the GCC(EI)/Cree Nation Government.

6.6 CRITERIA FOR AWARDING CONTRACTS DURING THE OPERATIONS PHASE AND THE CLOSURE PHASE

6.6.1 In awarding its contracts during the Operations Phase, Galaxy shall consider the following criteria, when relevant, and the weight applicable to each criterion will vary depending on the contract involved:

- (a) cost competitiveness;
- (b) health and safety record and programs;
- (c) environmental performance and programs;

- (d) availability and continuity of supply;
- (e) financial capacity and guarantees;
- (f) quality of work, experience of Contractor and Affiliates;
- (g) ability to deliver on time;
- (h) current or prospective Cree Content, including past performance on Cree Content; and
- (i) Such other criteria which Galaxy may reasonably require.

6.6.2 For the purpose of this Chapter, “**Cree Content**” means: a Cree Enterprise(s) including Eastmain Cree Enterprise(s) proposed as contractor(s), subcontractor(s) or supplier(s), the participation of members of the Eastmain RE02 Family in ownership of Cree Enterprise(s) including Eastmain Cree Enterprise(s), the number of Crees currently employed, and the commitment with respect to the training and employment of Crees, as well as past performance in complying with Cree Content in previous contracts awarded by Galaxy.

6.7 EXCLUDED CONTRACTS DURING THE OPERATIONS PHASE AND THE CLOSURE PHASE

6.7.1 This Chapter shall not apply to contracts for goods and services set out in Schedule 6.7.1 (“**Excluded Contracts**”).

6.7.2 If Galaxy submits any Excluded Contract to a tender process, it shall provide notice of the tender to the Cree Parties in accordance with Section 6.13.

6.8 CREE ENTERPRISES LIST

6.8.1 The WEDC, in collaboration with the Department of Commerce and Industry of the Cree Nation Government, shall, within thirty (30) days from the Effective Date, provide Galaxy with a list of Cree Enterprises, including Eastmain Cree Enterprises (the “**Cree Enterprises List**”).

6.9 PLANNING FOR CONTRACTS TO BE AWARDED DURING THE OPERATIONS PHASE AND THE CLOSURE PHASE

6.9.1 Galaxy shall determine which of the contract awarding processes will apply for the supply of goods and services during the Operations Phase and the Closure Phase as provided for in this Chapter.

6.9.2 Galaxy shall award its contracts during the Operations Phase and the Closure Phase through one of the following processes:

- (a) direct negotiations with an Eastmain Cree Enterprise, as set out in Section 6.10;
 - (b) priority negotiations with a qualified Cree Enterprise or Eastmain Cree Enterprise, as set out in Section 6.11; or
 - (c) priority negotiations with a qualified enterprise, as set out in Section 6.12; or
 - (d) a competitive tendering process, as set out in Section 6.13.
- 6.9.3 The decision to carry out the work or to supply the services required during the Operations Phase and the Closure Phase of the Project through its own means at all times remains the prerogative and sole responsibility of Galaxy, subject to the provisions of this Chapter.
- 6.9.4 Subject to the provisions of this Chapter, the Cree Parties acknowledge and recognize that all decisions relating to the outsourcing of the supply of goods and services during the Operations Phase and the Closure Phase of the Project, and the awarding of all contracts related thereto, shall remain the prerogative and sole responsibility of Galaxy.

List of Planned Contracts for the Operations Phase and the Closure Phase

- 6.9.5 At least sixty (60) days prior to the date Commercial Production is expected to be attained, and on an annual basis thereafter and no later than forty-five (45) days after Galaxy's annual budget approval during the Operations Phase and the Closure Phase, to the extent such information is available or known to Galaxy at that time, Galaxy shall prepare and provide to the Implementation Committee, a list of the contracts planned for the next Galaxy Financial Year. Such list will outline the nature of the goods and services to be supplied under each planned contract, the estimated duration of the contract and the planned commencement date, if known at that time, the nature of the planned contract as set out in Subsection 6.13.4 and Galaxy's plan on the process to be followed, as provided in Subsection 6.9.2, for awarding the planned contracts.
- 6.9.6 The following table illustrates the model for the list contemplated in Subsection 6.9.5:

**ANNUAL LIST OF CONTRACTS CONTEMPLATED DURING THE OPERATIONS PHASE AND THE CLOSURE PHASE
(For illustrative purposes only)**

Contract Planned for the next Galaxy	Nature of Goods or Services	Estimated Duration of Contract and Planned	Nature of Contract (Ref. to 6.13.4	Galaxy's Plan - direct negotiations with an Eastmain Cree Enterprise listed on the
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Financial Year		Commencement Date if known	table)	Cree Enterprises List - priority negotiations with a qualified Cree Enterprise or Eastmain Cree Enterprise - priority negotiations with a qualified enterprise - competitive tendering process

6.9.7 The list contemplated in Subsection 6.9.5 will be reviewed and discussed at a meeting of the Implementation Committee to be held no later than thirty (30) days after the list is made available to the Implementation Committee. Galaxy will have the responsibility of calling that meeting.

6.9.8 Within thirty (30) days following such meeting of the Implementation Committee, Galaxy shall consider the comments of the Implementation Committee and prepare the final list and shall then take the necessary steps to proceed with awarding the contracts as set out in such final list.

6.10 DIRECT NEGOTIATIONS DURING THE OPERATIONS PHASE AND THE CLOSURE PHASE

6.10.1 Galaxy has identified in Subsection 6.10.2 certain contracts which shall be the subject of direct negotiations with a qualified Eastmain Cree Enterprise to conclude a contract on commercially reasonable and competitive terms within a period of time not to exceed thirty (30) days or any longer period of time required by Galaxy, provided that such enterprises meet the criteria set out in Subsection 6.6.1.

6.10.2 Galaxy undertakes to award contracts for the duration of the Operations Phase and the Closure Phase of the Project pursuant to negotiations directly with such Eastmain Cree Enterprise regarding:

- (a) ground transportation of Mine Workforce;
- (b) fuel supply to the Mine Site; and
- (c) such other contracts as may be agreed to by Eastmain and Galaxy.

- 6.10.3 The Parties undertake to discuss other contracts which could be added to those set out in Subsection 6.10.2.
- 6.10.4 The Parties undertake to conduct negotiations on these contracts according to rules of confidentiality to be agreed upon between the Parties.
- 6.10.5 If Galaxy and the Eastmain Cree Enterprise cannot reach an agreement within the period referred to in Subsection 6.10.1, the contract awarding process to be then followed by Galaxy will either be (i) a competitive tendering process as provided for in Section 6.13 and such Eastmain Cree Enterprise will be invited to submit a bid or (ii) priority negotiations with a qualified Eastmain Cree Enterprise or Cree Enterprise as provided for in Section 6.11. In either case, the same criteria applied in the negotiations with said Eastmain Cree Enterprise will be used.

6.11 PRIORITY NEGOTIATIONS WITH A QUALIFIED EASTMAIN CREE ENTERPRISE OR CREE ENTERPRISE DURING THE OPERATIONS PHASE AND THE CLOSURE PHASE

- 6.11.1 With respect to the contracts for the Operations Phase and the Closure Phase other than those identified in Subsection 6.10.2 for which Galaxy has identified a qualified Eastmain Cree Enterprise or Cree Enterprise to negotiate a contract with a priority over other potential suppliers, Galaxy and the Eastmain Cree Enterprise or Cree Enterprise will enter into negotiations to conclude a contract on commercially reasonable and competitive terms within a reasonable period of time not to exceed thirty (30) days, or any longer period of time if required by Galaxy, considering the nature of the contract.
- 6.11.2 If Galaxy and the Eastmain Cree Enterprise or Cree Enterprise cannot reach an agreement within the period referred to in Subsection 6.11.1, the contract awarding process to be then followed by Galaxy will either be (i) a competitive tendering process as provided for in Section 6.13 and the qualified Eastmain Cree Enterprise or Cree Enterprise previously identified will be invited to submit a bid or (ii) direct negotiations with a qualified enterprise as provided for in Section 6.10. In either case, the same criteria applied in the negotiations with said qualified Eastmain Cree Enterprise or Cree Enterprise will be used.

6.12 PRIORITY NEGOTIATIONS WITH A QUALIFIED ENTERPRISE DURING THE OPERATIONS PHASE AND THE CLOSURE PHASE

- 6.12.1 For contracts for the Operations Phase and the Closure Phase other than those identified in Subsection 6.10.2 for which no qualified Cree Enterprise or Eastmain Cree Enterprise has been identified by Galaxy as set out in Subsection 6.11.1, Galaxy may also identify a qualified enterprise for the supply of specific goods or services, and Galaxy shall then be entitled to proceed with direct negotiations with such enterprise in order to conclude a contract on commercially reasonable terms.

6.13 COMPETITIVE TENDERING PROCESS DURING THE OPERATIONS PHASE AND THE CLOSURE PHASE

Invitational Competitive Tendering Process

6.13.1 All contracts for the supply of goods or services for the Operations Phase and the Closure Phase of the Project which are not concluded pursuant to Sections 6.10, 6.11 or 6.12 will be tendered on the basis of Galaxy's invitational competitive tendering process, subject to Applicable Laws and Section 6.14.

Invitations to Submit Bids

6.13.2 In the context of its invitational competitive tendering process, Galaxy shall:

- (a) seek bids from at least three (3) qualified enterprises, unless circumstances do not so allow;
- (b) invite qualified Eastmain Cree Enterprise(s) or Cree Enterprise(s) and:
 - (i) reserve the majority of the invitations where there are at least three (3) qualified Eastmain Cree Enterprise(s) or Cree Enterprise(s);
 - (ii) reserve at least twenty-five percent (25%) of the invitations where there are less than three (3) qualified Eastmain Cree Enterprise(s) or Cree Enterprise(s);
- (c) inform invited bidders of those Eastmain Cree Enterprises or Cree Enterprises qualified to supply goods or services as subcontractor or supplier in connection with the contract for which bids are being sought; and
- (d) include a provision in the bidding documents requiring bidders to identify the proposed Cree Content in their bids.

Evaluation Grid and Cree Content

6.13.3 Galaxy shall evaluate all qualifying bids on the basis of the criteria identified in Subsection 6.6.1, using an evaluation grid established by Galaxy in its procurement management process.

6.13.4 Galaxy shall give favourable consideration to Cree Content in its evaluation of qualifying bids. Galaxy shall assess Cree Content of the bids in light of the nature of contract involved and in accordance with the relative weight attributed by Galaxy within the ranges set out in the following table:

RANGES OF WEIGHT FOR CREE CONTENT
(For illustration purposes)

Contract	Non-technical skills	Specified technical skills	Highly technical skills
Supply of goods	Up to 10% ¹	Up to 10% ²	Up to 5% ³
Supply of services	15 to 20% ⁴	10 to 15% ⁵	Up to 10% ⁶

- 6.13.5 The contract will be awarded on the basis of the best overall competitiveness and performance qualification. Where one (1) or more Eastmain Cree Enterprises or Cree Enterprises are bidding in a tendering process, a priority will be given to qualified Eastmain Cree Enterprises or Cree Enterprises, all other considerations being equal.

Completed Evaluation

- 6.13.6 Where one (1) or more Eastmain Cree Enterprises or Cree Enterprises participate in a tendering process, but are not awarded the contract, Galaxy will communicate with the unsuccessful Eastmain Cree Enterprise or Cree Enterprise bidder(s) and explain the areas of weaknesses in their bid proposal(s), provided however that such Eastmain Cree Enterprise or Cree Enterprise will undertake to treat such information in a confidential manner.

6.14 URGENT CONTRACTS DURING THE OPERATIONS PHASE AND THE CLOSURE PHASE

- 6.14.1 Notwithstanding any other provision of this Agreement, in the case of an emergency, Galaxy may award any contract for the Operations Phase and the Closure Phase for the supply of goods or services, in its sole discretion, as it deems necessary to protect life, limb, property, the environment or public safety and to ensure the continuous operation of the Project or to comply with Applicable Laws. If Galaxy is aware of Eastmain Cree Enterprises or Cree Enterprises that are qualified for the supply of the goods or services required in such emergency circumstances, and if circumstances so allow, Galaxy will consider such Eastmain Cree Enterprises or Cree Enterprises for the contracts to be awarded.

¹ For illustrative purposes, purchase of personal safety equipment.

² For illustrative purposes, purchase of mechanical equipment.

³ For illustrative purposes, purchase of chemical agents, such as flocculants.

⁴ For illustrative purposes, catering services.

⁵ For illustrative purposes, road construction.

⁶ For illustrative purposes, mill construction.

6.15 BUSINESS OPPORTUNITIES FOR THE EASTMAIN RE02 FAMILY

- 6.15.1 Galaxy shall assist and support Eastmain and the Eastmain RE02 Family in the identification and development of business opportunities for members of the Eastmain RE02 Family.

6.16 CONTINUOUS IMPROVEMENT

- 6.16.1 In the course of the performance of a contract by a Cree Enterprise or Eastmain Cree Enterprise, Galaxy shall provide such enterprise with a performance evaluation of supply of the goods and/or services.
- 6.16.2 In providing its evaluation, Galaxy may invite such Cree Enterprise or Eastmain Cree Enterprise to a meeting for the purpose of defining a joint plan for improvement of the supply of goods and/or services provided to Galaxy.
- 6.16.3 At its discretion, Galaxy shall be entitled to terminate a contract which has been the subject of two (2) meetings set out in Subsection 6.16.2 and where such Cree Enterprise or Eastmain Cree Enterprise has nevertheless continued to supply goods and/or services in a manner that is unsatisfactory to Galaxy.

6.17 TECHNOLOGICAL ADVANTAGES

- 6.17.1 The Parties acknowledge that technological advances or technological breakthrough may lead Galaxy to increase the number of automated tasks at the Project during the Construction Phase, the Operations Phase and the Closure Phase to improve efficiency and increase revenues, and that consequently business opportunities for Cree Enterprises including Eastmain Cree Enterprises may be fewer than initially expected. If Galaxy intends to use automated technology instead of manpower for certain contracts that would otherwise have been awarded pursuant to Sections 6.10, 6.11 or 6.12, such decision shall be discussed at a meeting of the Implementation Committee with a view to minimize or mitigate negative impacts for Cree Employees and Cree Enterprises, especially Eastmain Cree Enterprises, it being understood that such decision remains the sole prerogative of Galaxy.

6.18 REPORTING

- 6.18.1 Galaxy shall require each of its Contractors to provide an annual report on the Cree Content of the contracts awarded to them in accordance with Galaxy's policies. Such report will include the number of Crees offered work, the number of Crees actually employed by the Contractor and its subcontractors, a description of the training offered to the Crees, the number of Crees laid off or dismissed, and the Eastmain Cree Enterprises or Cree Enterprises engaged as subcontractors.
- 6.18.2 At the regular meetings of the Implementation Committee, Galaxy shall share statistical and other relevant information on Cree Content with respect to completed

and ongoing in the current Galaxy Financial Year, based on the quarterly reports received from its Contractors.

- 6.18.3 Galaxy, in collaboration with Eastmain, through the WEDC, shall prepare an annual report providing a summary of all relevant data on contracts awarded to Eastmain Cree Enterprises or Cree Enterprises and on Cree Content with respect to all contracts awarded in the prior Galaxy Financial Year. Galaxy shall provide such annual reports to the Implementation Committee.

6.19 EASTMAIN-GALAXY BUSINESS DEVELOPMENT FUND

- 6.19.1 Commencing with the Galaxy Financial Year in which the Commencement of Construction Date occurs, and until the final Galaxy Financial Year of the Operations Phase, Galaxy shall pay to Eastmain for the “**Eastmain-Galaxy Business Development Fund**” an amount of two hundred twenty-seven thousand three hundred sixty-eight dollars (\$227,368.00) per Galaxy Financial Year, and Eastmain shall transfer such amount to the WEDC within thirty (30) days from receipt thereof. Galaxy shall pay the amount referred to in this Subsection 6.19.1 by 31 May of each applicable Galaxy Financial Year.
- 6.19.2 Eastmain shall direct the WEDC, or any other entity that is wholly owned by the Eastmain, for example if the WEDC is dissolved or should its mission change, to manage and use the Eastmain-Galaxy Business Development Fund solely for the delivery of programs that will have positive socio-economic effect in Eastmain or related to the mining industry in general and for the Project, as well as for the purpose of supporting the economic development of Eastmain Cree Enterprises. The Implementation Committee shall make its recommendations to the WEDC on the use of the Eastmain-Galaxy Business Development Fund.
- 6.19.3 Within one hundred and twenty (120) days of the end of each Eastmain Financial Year, Eastmain shall provide audited financial statements to Galaxy as to the use of the Eastmain-Galaxy Business Development Fund in the previous Eastmain Financial Year.

6.20 AMENDMENT

- 6.20.1 It is expressly understood and agreed by the Parties that this Chapter shall be amended in the event that the Cree Parties enact and implement legislation with respect to the Cree Nation Economic Prioritization Agreement and the Parties hereby agree to use best efforts to modify the relevant provisions of this Chapter in a timely manner following the adoption of such legislation.

CHAPTER 7

SOCIAL AND CULTURAL MATTERS

7.1 PURPOSE

- 7.1.1 The purpose of this Chapter is to provide for cooperation measures between the Parties during all phases of the Project in a manner that respects and promotes Cree society and culture, particularly the harvesting activities on the Eastmain RE02 Territory, as provided for in this Chapter.

7.2 OBJECTIVES

- 7.2.1 The objectives of this Chapter are to provide for the following:
- (a) measures regarding the supervision of harvesting activities on the Claims Area by the Tallyman of the Eastmain RE02 Territory, in the context of the Project;
 - (b) on-site measures allowing the exercise of certain Cree cultural activities, not conflicting with this Agreement;
 - (c) off-site measures allowing the community of Eastmain to remain informed about the activities of the Project and the cooperation of the Parties in the delivery of social programs established by Eastmain; and
 - (d) the protection of archaeological, burial and other culturally-significant sites found on the Claims Area in the context of Galaxy's activities.

7.3 EASTMAIN RE02 TERRITORY MEASURES

- 7.3.1 During all phases of the Project, Galaxy shall continue to respect the role of the Tallyman of the Eastmain RE02 Territory regarding the supervision of the harvesting activities on such territory, as provided for in the JBNQA.

Galaxy shall inform the Tallyman of the Eastmain RE02 Territory and shall seek his input regarding Galaxy's operations that may affect the pursuit of his harvesting activities on the Claims Area, especially during the spring goose hunting season and the moose fall hunting season, and, where feasible, shall take appropriate harmonization measures, such as scheduling its operations, for example blasting, that may affect the pursuit of the harvesting activities of the Tallyman of the Eastmain RE02 Territory and members Eastmain RE02 Family in order to minimize any impacts on such harvesting activities, subject to this Agreement.

- 7.3.2 The Cree Parties, through their representatives on the Implementation Committee or otherwise, will assist Galaxy, as required, in the implementation of the above-mentioned measures.

7.4 ON-SITE MEASURES

7.4.1 During the Construction and Operations Phase, Galaxy shall take the following on-site measures:

- (a) construct and maintain at the Mine Site a cultural site and multi-purpose space, where traditional food can be stored and prepared by Cree Employees for their personal use and for traditional and spiritual activities, as may be needed, up to a maximum total expenditure by Galaxy of one hundred thousand dollars (\$100,000.00);
- (b) the multi-purpose space is to allow Cree Employees to participate in activities offered in the context of cultural, traditional health and wellness and social programs and to hold support group meetings. Such activities may be delivered by Cree organizations and other third parties, in accordance with Galaxy's visitation policy for the Project;
- (c) provide documentation on Crees and the other Indigenous groups, in the recreational area available to the Mine Workforce;
- (d) actions that aim to create a work environment that encourages and values the participation of Cree Employees;
- (e) activities that aim to build bridges between Cree Employees and non-Cree employees, notably by highlighting Cree cultural heritage;
- (f) during the onboarding and training period, pairing Cree Employees with experienced employees who are preferably Cree or who demonstrate an aptitude for intercultural relations;
- (g) educating non-Cree employees on Cree culture, values and activities;
- (h) take the necessary measures to ensure that telephone calls from the Mine Site to the community of Eastmain are local calls; and
- (i) organize, in cooperation with the Cree Parties, an annual Cree cultural day at the Mine Site for the Mine Workforce, the date of which to be determined by the Implementation Committee.

7.5 OFF-SITE MEASURES

7.5.1 During the Construction Phase or earlier at the discretion of each Party, the Party referred to below shall take the following off-site measures:

- (a) Galaxy shall participate, from time to time, in local events and in interviews and bulletins for regional and local radio broadcasting to inform the Crees,

particularly the Crees of Eastmain and the Eastmain RE02 Family, about the activities of the Project;

- (b) Galaxy shall make its newsletter, if any, available to Eastmain, for distribution in the community;
- (c) Galaxy shall provide the Eastmain community, including high school and post-secondary students, with opportunities to visit the Mine Site. This may be done in concert with Eastmain school board and other agencies or organizations responsible for education and training; and
- (d) Eastmain shall establish and deliver social programs (including healthy lifestyle activities and the prevention of alcohol and drug abuse) designed to assist Cree Employees from the community of Eastmain and their families.

7.5.2 Galaxy shall cooperate with Eastmain in the delivery of such programs.

7.5.3 The Parties shall maintain the above-mentioned measures during the Operations Phase and adapt such measures during the Closure Phase.

7.6 ARCHAEOLOGICAL, BURIAL AND OTHER CULTURALLY-SIGNIFICANT SITES

7.6.1 Should an archaeological or burial site be found by Galaxy or its Contractors on the Claims Area or within 500 meters of the outermost boundaries of the Claims Area, Galaxy shall take appropriate measures, in accordance with Applicable Laws, and shall immediately give notice to the Implementation Committee and the Cree Parties.

7.6.2 If a burial site is found on the Claims Area or within 500 meters of the outermost boundaries of the Claims Area, the Cree Parties shall consult the families of the deceased, if they can be identified, as to the location of a new burial site for the remains, should a new burial site be necessary as a result of Galaxy's activities. The Parties may agree to other arrangements for the burial site at the request of the families of the deceased.

7.6.3 Galaxy acknowledges having received from the Tallyman of Eastmain RE02 Territory a list of culturally-significant sites prior to the Effective Date and having designed the Project in order to minimize any of its impacts on such sites. Galaxy further acknowledges having planned certain remedial measures for such sites, which were included in the Environmental and Social Impact Statement. Should such remedial measures prove to be insufficient, the Implementation Committee shall seek the input of the Eastmain RE02 Family, and shall determine the appropriate measures to be taken, if any, for the protection or relocation of such sites.

7.6.4 Should another culturally-significant site, identified as such by the Eastmain RE02 Family, be found by Galaxy or its Contractors on the Claims Area or within 500 meters of the outermost boundaries of the Claims Area and should its protection or relocation

be necessary as a result of Galaxy's activities, the Implementation Committee shall seek the input of the Eastmain RE02 Family, and shall determine the appropriate measures to be taken.

- 7.6.5 Should any Cree artefacts be found on the Claims Area or within 500 meters of the outermost boundaries of the Claims Area by Galaxy or its Contractors, Galaxy shall take appropriate measures in accordance with Applicable Laws, including measures to prevent any disturbance of such Cree artefacts, and shall immediately give notice to the Implementation Committee and the Cree Parties in order to allow the Cree Parties to take any required action, in accordance with Applicable Laws.

7.7 EASTMAIN-GALAXY SOCIAL AND CULTURAL FUND

- 7.7.1 Commencing with the Galaxy Financial Year in which Galaxy has declared attainment of Commercial Production and until the final Galaxy Financial Year of the Operations Phase, Galaxy shall pay to Eastmain for the **"Eastmain-Galaxy Social and Cultural Fund"** an amount of one hundred thousand dollars (\$100,000.00) per Galaxy Financial Year.
- 7.7.2 Eastmain shall use the Eastmain-Galaxy Social and Cultural Fund for activities approved by Eastmain and having the support of the Tallyman of the Eastmain RE02 Territory, provided that such activities meet one (1) of the following objectives:
- (a) facilitating the continuance and enhancement of traditional activities by the Crees;
 - (b) diversifying sources of livelihood for affected Cree users, such as guiding and outfitting services;
 - (c) carrying out any work deemed appropriate to adopting and implementing wildlife management, conservation and enhancement measures, not otherwise provided for in the remedial measures entailed in the Environmental and Social Impact Statement; or
 - (d) activities designed for the sustainable economic and community development of Eastmain.
- 7.7.3 Eastmain shall recognize Galaxy's contribution in promotional and communication documents regarding the use of the Eastmain-Galaxy Social and Cultural Fund. Galaxy shall be entitled to publicly disclose that it has contributed to the funding of activities described in Subsection 7.7.2, including in press releases, advertisements and company documents.
- 7.7.4 The Implementation Committee shall make its recommendations to Eastmain on the use of the Social and Cultural Fund and Eastmain shall respond thereto.

- 7.7.5 Within one hundred and twenty (120) days of the end of each Eastmain Financial Year, Eastmain shall provide audited financial statements to Galaxy as to the use of the Eastmain-Galaxy Social and Cultural Fund in the previous Eastmain Financial Year.
- 7.7.6 Galaxy shall pay the amount referred to in Subsection 7.7.1 within ninety (90) days of the attainment of Commercial Production and in each subsequent Galaxy Financial Year, by 31 May.

CHAPTER 8 ENVIRONMENTAL MATTERS

8.1 PURPOSE

- 8.1.1 The purpose of this Chapter is to provide for the cooperation of the Parties in the development and implementation of Galaxy's Environmental Management System and related environmental monitoring of the Project, as provided for in this Chapter.

8.2 OBJECTIVES

- 8.2.1 The objectives of this Chapter are the following:
- (a) to learn and benefit from the Parties' respective experience, knowledge, including Cree Knowledge, and understanding of environmental matters related to and resulting from the Project;
 - (b) to provide opportunities for capacity building of the Crees in environmental matters related to mining in the context of the Project;
 - (c) to develop open and transparent communication between the Parties and to facilitate the transfer of information to the Crees on environmental matters related to and resulting from the Project;
 - (d) to allow Galaxy to develop and operate the Project in accordance with best available environmental management practices generally recognized by the mining industry in Canada; and
 - (e) to provide mechanisms for Galaxy to address, with the cooperation of the Cree Parties, environmental matters related to and resulting from the Project, including those affecting Cree land users, particularly the Tallyman of the Eastmain RE02 Territory, as issues may arise, and for Galaxy to develop and implement, with the cooperation of the Cree Parties, mitigation measures where appropriate.

8.3 ENVIRONMENT COMMITTEE

- 8.3.1 The Parties shall establish a committee for environmental matters (the "**Environment Committee**") to implement the provisions of this Chapter. The composition of the Environment Committee shall consist of six (6) members to be appointed as follows:
- (a) three (3) members shall be appointed by Galaxy; and

- (b) three (3) members shall be appointed by the Cree Parties, with at least one (1) member appointed by Eastmain and one (1) of whom shall be jointly appointed by the GCC(EI)/Cree Nation Government.

8.3.2 After the appointment of the members of the Implementation Committee in accordance with Subsection 10.2.1, the appointment of the members to the Environment Committee shall be effected in accordance with Subsections 10.5.2 to 10.5.9 with the necessary adaptations.

8.3.3 The relevant provisions of Chapter 10 shall apply to the Environment Committee.

8.3.4 The quorum of the Environment Committee shall be fixed at four (4) representatives, composed of two (2) members from Galaxy and two (2) members from the Cree Parties, with the representative from Eastmain being always required to attain quorum.

8.4 ENVIRONMENTAL MANAGEMENT

Environmental Management Practices

8.4.1 Galaxy is committed to implementing best available environmental management practices generally recognized by the mining industry in Canada, in all aspects of the Project, including progressive rehabilitation and restoration, management and disposal of waste and hazardous substances.

Environmental Management System

8.4.2 Galaxy shall develop, establish the schedule of and implement its Environmental Management System in collaboration with the Cree Parties through the Environment Committee, as required during all phases of the Project and taking into account the specificities of the monitoring programs to be conducted as well as the location of the Project. Galaxy shall include in its Environmental Management System the environmental monitoring programs and management plans or policies, as the case may be:

- (a) required under Applicable Laws, particularly the *Mining Act*, the *Environment Quality Act*, the *Impact Assessment Act*, the Decision Statement and the Certificate of Authorization;
- (b) for the tailings and waste rock management;
- (c) for surface and ground water levels and quality;
- (d) for air quality (including dust management);
- (e) for developing a traffic management plan;

- (f) for use of land and resources for traditional purposes;
- (g) for noise, including the management of any complaints arising therefrom;
- (h) for the effectiveness of mitigation measures regarding wetlands;
- (i) for developing an efficient fuel consumption policy;
- (j) for wildlife and plants; and
- (k) additional monitoring activities recommended by the Environmental Committee to address concerns that arise from land users and community members.

Wetlands offsetting plan

- 8.4.3 Galaxy may develop, establish the schedule of and implement a wetlands offsetting plan, in collaboration with of the Cree Parties through the Environment Committee. Galaxy shall, in the establishment of the proposed plan, ensure the participation of Crees, particularly the Cree members of Eastmain, the Environment Committee and members of the Eastmain RE02 Family. Galaxy shall submit its plan regarding wetlands to the Environment Committee, in order for the latter to provide its comments and recommendations to Galaxy.

Soil, overburden and mine rocks characterization study

- 8.4.4 In the context of the soil, overburden and mine rocks environmental characterization study to be completed prior to the Construction Phase, Galaxy may, in collaboration with the Cree Parties through the Environment Committee, establish the scope and schedule for the completion of such an environmental characterization study. The characterization study shall assess the acid rock drainage and metal leaching potential of overburden and mine rocks used during the Construction Phase and soils located in the final footprint of all infrastructures built. Galaxy shall provide copy of this completed environmental characterization study to the Environment Committee, as well as a plan of the proposed measures for the management of the soils, overburden and mine rocks during the Construction Phase. The Environment Committee shall make recommendations to Galaxy on the proposed measures.
- 8.4.5 In addition to the above, the Parties shall cooperate in the identification of relevant environmental indicators to be used in the environmental monitoring of the Project.

Policies on Environmental Matters

- 8.4.6 To facilitate the implementation of this Chapter, Galaxy shall submit its policies regarding the matters related to this Chapter to the Environment Committee, in order for the latter to provide its comments and recommendations to Galaxy.

8.5 CREE PARTICIPATION IN MONITORING ACTIVITIES

8.5.1 In the context of the environmental monitoring programs referred to in Subsection 8.4.2, Galaxy, either directly or through its Contractors, shall encourage to the extent possible the participation of Crees, particularly the Cree members of the Environment Committee and members of the Eastmain RE02 Family, during the conduct of environmental monitoring activities, as follows:

- (a) through the exchange of information, transfer of knowledge, including Cree Knowledge, and sharing of experience and expertise between Galaxy and the Crees with respect to environmental monitoring activities and the scheduling and location thereof; and
- (b) in the analysis and interpretation of results of environmental monitoring activities.

In addition, Galaxy may involve Cree Employees, particularly Crees of Eastmain in the context of the monitoring programs referred to in Subsection 8.4.2.

8.5.2 Galaxy shall schedule its environmental monitoring activities in light of the known harvesting activities of the Eastmain RE02 Family and shall seek the input of the Tallyman of the Eastmain RE02 Territory and adapt such scheduling, where feasible, in light of the input provided

8.6 REPORTING

Communications with Authorities

8.6.1 The Environment Committee shall review communications in relation to reports to Authorities Having Jurisdiction.

Annual Reports Required Under Applicable Laws

8.6.2 Galaxy shall prepare annual reports on its environmental monitoring activities as required under Applicable Laws. Galaxy shall provide copy of such annual reports to the Environment Committee.

Annual Reports to the Community of Eastmain

8.6.3 The Environment Committee shall report on an annual basis to the community of Eastmain on its activities in the preceding year and on the matters related to this Chapter.

Annual Sustainable Development Report

- 8.6.4 The Environment Committee shall make recommendations to Galaxy regarding the latter's preparation of its annual sustainable development report and Galaxy shall present such report to the Environment Committee upon release.

Additional Requests

- 8.6.5 Following discussions at the Environment Committee, the latter may request a copy of reports on monitoring programs under Subsection 8.4.2 and Galaxy shall provide the Environment Committee with a copy of such reports.

Additional Documentation

- 8.6.6 At the request of the Environment Committee, Galaxy shall provide a list setting out:
- (a) all principal applications for approvals, permits and authorizations required for the Project pursuant to Applicable Laws; and
 - (b) certificates of authorization, approvals, permits, authorizations, reports or any modification thereto issued by or made to Authorities Having Jurisdiction pursuant to Applicable Laws.
- 8.6.7 Galaxy shall promptly notify verbally or in writing the Environment Committee of:
- (a) any notice of infraction or non-compliance or order with respect to environmental matters issued by Authorities Having Jurisdiction and received by Galaxy for the Project;
 - (b) any significant environmental incident related to the Project; and
 - (c) any significant environmental incident not resulting from the Project identified by Galaxy in the course of routine observations at the Mine Site.

Galaxy shall include in its notice sufficient information to enable the Environment Committee to understand the nature and scope of the event.

- 8.6.8 At the request of Galaxy, the Cree Parties and the Cree members of the Environment Committee shall cooperate with Galaxy, to the extent possible, to communicate information to the Crees related to the matters set out in Subsection 8.6.7.
- 8.6.9 The Environment Committee shall, on a regular basis, provide information to Eastmain on the implementation of the Environmental Management System.

8.7 EMERGENCY RESPONSE PLAN

Cooperation of the Cree Parties

- 8.7.1 Galaxy shall develop an emergency response plan with the cooperation of the Cree Parties through the Environment Committee as required during all phases of the Project. Galaxy shall include in this plan:
- (a) emergency response procedures with respect to matters such as open-pit mining and air transport related emergencies, work-related injuries and diseases, forest fires and environmental incidents;
 - (b) a list of first respondents and their respective roles and responsibilities;
 - (c) a communication plan;
 - (d) the Material Safety Data Sheets (“**MSDS**”) and the Workplace Hazardous Materials Information System (“**WHMIS**”) data as well as other relevant information on these matters; and
 - (e) a registry of relevant resources, including an emergency support protocol to be established between Galaxy and Eastmain for the provision of mutual assistance.
- 8.7.2 Galaxy shall provide a copy of the emergency response plan to the Cree Parties, including any amendments thereto.

8.8 EXCHANGE OF KNOWLEDGE

Cree Knowledge

- 8.8.1 The Cree Parties shall identify Cree individuals and Cree entities, including the Cree Trappers’ Association, Cree elders, the Tallyman of the Eastmain RE02 Territory and members of the Eastmain RE02 Family, to share Cree Knowledge through meetings with Galaxy and/or the Implementation Committee. Galaxy shall consider such Cree Knowledge and experience and, where relevant and appropriate, include it in its Environmental Management System and environmental monitoring activities.
- 8.8.2 At the meetings referred to in Subsection 8.8.1, the Cree individuals and representatives of such entities shall identify any portion of the Cree Knowledge which is to be treated as Confidential Information.

8.9 CAPACITY BUILDING AND VISITS OF OTHER SITES

Capacity Building

- 8.9.1 Commencing with the Galaxy Financial Year in which the Commencement of Construction Date occurs and until the final Galaxy Financial Year of the Operations Phase, Galaxy shall provide the Environment Committee with an annual budget up to a maximum of fifteen thousand dollars (\$15,000.00) for training and capacity building of the members of the Environment Committee and the Tallyman of the Eastmain RE02 Territory. The Environment Committee shall be responsible for the management of this budget. Galaxy shall pay the amount referred to in this Subsection 8.9.1 within ninety (90) days of the Commencement of Construction Date and in each subsequent Galaxy Financial Year, by 31 May.

Visits of Other Sites

- 8.9.2 As may be recommended by the Environment Committee, Galaxy shall seek arrangements with third parties to provide opportunities to Cree members of the Implementation Committee, the Environment Committee or any subcommittee established by the Implementation Committee pursuant to Subsection 10.10.1 to visit other mine sites presenting an environment similar to that of the Project in order for them to gain further knowledge about mine rehabilitation and restoration activities. The expenses of such visits shall be paid from the annual budget provided for in Subsection 10.12.1.

8.10 PROGRESSIVE MINE REHABILITATION AND RESTORATION AND RELATED ACTIVITIES

Mine Rehabilitation and Restoration Plan

- 8.10.1 Galaxy shall develop the rehabilitation and restoration plan in respect of the Project required pursuant to Applicable Laws in cooperation with the Cree Parties and the Tallyman of the Eastmain RE02 Territory.
- 8.10.2 When a revision of the rehabilitation and restoration plan is required by Applicable Laws, Galaxy shall develop the revised plan with the cooperation of the Cree Parties through the Environment Committee, prior to submitting such revised plan to Authorities Having Jurisdiction.
- 8.10.3 Galaxy shall implement the rehabilitation and restoration plan with the cooperation of the Cree Parties through the Environment Committee.
- 8.10.4 As may be recommended by the Environment Committee, Galaxy shall seek the involvement of members of the Eastmain RE02 Family in the rehabilitation and restoration activities at the Mine Site, and the Cree Parties shall assist Galaxy to achieve such involvement.

Progressive Reuse of Mine Site

- 8.10.5 During the Operations Phase and particularly towards the end of such phase, Galaxy shall seek the input of the Tallyman of the Eastmain RE02 Territory and members of the Eastmain RE02 Family who may be designated by the Tallyman of the Eastmain RE02 Territory, for Galaxy to establish measures facilitating the progressive reuse by Crees of the Mine Site or any part thereof, during the Closure Phase and prior to the issuance of a certificate of release to Galaxy by Authorities Having Jurisdiction.

8.11 GALAXY PREROGATIVE

- 8.11.1 The Environmental Management System, Galaxy's policies related to environmental matters, the emergency response plan referred to in Section 8.7, the rehabilitation and restoration plan referred to in Section 8.10 and all applications for permits, certificates and other authorizations required for the Project pursuant to Applicable Laws remain the prerogative and sole responsibility of Galaxy.

CHAPTER 9

[REDACTED]

CHAPTER 10 IMPLEMENTATION COMMITTEE

10.1 PURPOSE

- 10.1.1 The purpose of this Chapter is to provide a framework for the Parties to implement this Agreement efficiently and cooperatively in accordance with its terms, as provided for in this Chapter.

10.2 ESTABLISHMENT AND FUNCTIONS OF IMPLEMENTATION COMMITTEE

- 10.2.1 On the Effective Date, the Parties shall establish an implementation committee to be known as the **“Implementation Committee”** and shall appoint their respective members in accordance with Subsection 10.5.1 within three (3) months of the Effective Date.
- 10.2.2 The functions of the Implementation Committee shall be:
- (a) to oversee the implementation of this Agreement as provided for in this Agreement, in an efficient, profitable, solution-oriented, timely and cooperative manner and in accordance with its terms, in order to assist the Parties in the performance of their respective obligations under this Agreement;
 - (b) to serve as the principal forum for communications between the Parties with respect to the Project and the implementation of this Agreement;
 - (c) to provide reports to the Parties on the implementation of this Agreement, as provided for in this Chapter; and
 - (d) to carry out the other functions vested in it by this Agreement and such other functions as may be conferred to it from time to time by written agreement of the Parties.
- 10.2.3 The Parties shall be jointly responsible for the implementation of this Agreement.
- 10.2.4 The Implementation Committee shall not be responsible for the implementation of Chapter 9 of this Agreement.
- 10.2.5 The President or Chief Executive Officer and/or the Chief Operating Officer of Galaxy, the Grand Chief and Chairperson of the GCC(EI)/Cree Nation Government and/or the Executive Director of the GCC(EI)/ Cree Nation Government and the Chief of Eastmain, or any other senior officer they may designate, shall meet annually to review and discuss the carrying out by the Implementation Committee of its functions and, if necessary, jointly provide it with comments and guidelines for the implementation of this Agreement.

10.3 COORDINATORS

- 10.3.1 Each of Galaxy and the Cree Parties shall, at their own expense, appoint a person to act as coordinator to facilitate the implementation of this Agreement, and to perform any other tasks that may be assigned to them by their respecting appointing Party.
- 10.3.2 The coordinators of the Parties shall attend meetings of the Implementation Committee, ensure the implementation and monitoring of recommendations between Implementation Committee meetings and perform tasks that may be assigned to them by the members appointed by their respecting Party sitting on the Implementation Committee.

10.4 PERMANENT OFFICE

- 10.4.1 During all phases of the Project, Galaxy shall provide Eastmain with a permanent office at the Mine Site to facilitate the carrying out of the duties and obligations.

10.5 MEMBERSHIP

- 10.5.1 The Implementation Committee shall consist of six (6) members to be appointed as follows:
- (a) three (3) members shall be appointed by Galaxy, one (1) of whom shall be part of the Project site management and one (1) of whom shall be a member of Galaxy's corporate management;
 - (b) three (3) members shall be appointed by the Cree Parties, two (2) of whom shall be appointed by Eastmain, one (1) of whom shall be the Chief of Eastmain or a member of the council of Eastmain, and one (1) of whom shall be jointly appointed by the GCC(EI)/Cree Nation Government.
- 10.5.2 The members appointed to the Implementation Committee shall hold their appointment at the pleasure of the Party which appointed them or until they resign and they may be replaced at any time by such Party or upon recommendation of the Implementation Committee, at the appointing Party's sole discretion. Any vacancy on the Implementation Committee shall be promptly filled in by the relevant Party within fifteen (15) days of such vacancy.
- 10.5.3 Contemporaneously with the appointment of their members to the Implementation Committee, each Party shall also appoint one (1) alternate member to the Implementation Committee. The alternate member shall participate in meetings of the Implementation Committee, in the event a member is not able to participate.
- 10.5.4 Upon appointment and replacement thereafter, as the case may be, a Party shall confirm the identity of its alternate member appointed pursuant to Subsection 10.5.3, by giving notice to the other Parties.

- 10.5.5 A member shall cease to be a member of the Implementation Committee when such individual dies.
- 10.5.6 Prior to the replacement of a member of the Implementation Committee, the Parties may hold discussions regarding such replacement. A Party appointing a new member to the Implementation Committee shall promptly give notice to the other Parties of such appointment.
- 10.5.7 In the event that a member of the Implementation Committee resigns from the Implementation Committee, such resignation being effective at the time a notice of resignation is given to each of the other members of the Implementation Committee or at the time specified in the resignation, whichever is later.
- 10.5.8 A member shall be removed from the Implementation Committee by the Party which appointed such member if the latter is found in violation of this Agreement, including the Rules of Procedure referred to in Subsection 10.13.1 or the *Code of Ethics* referred to in Subsection 10.14.1. The determination of a violation by a member of this Agreement, including the Rules of Procedure set out in Subsection 10.13.1 or the *Code of Ethics* referred to in Subsection 10.14.1 shall be made by the Implementation Committee.
- 10.5.9 A member who accepts another position or new professional functions shall promptly give notice thereof to the Party which appointed him and this Party shall consider whether to maintain his membership or replace this individual on the Implementation Committee under the circumstances.
- 10.6 NOTICES TO THE IMPLEMENTATION COMMITTEE AND OTHER COMMITTEES**
- 10.6.1 All notices required or authorized to be given under this Agreement to the Implementation Committee, the Environment Committee or any other subcommittee that may be established from time to time by the Implementation Committee pursuant to Subsection 10.10.1 shall be given and delivered in accordance with Subsection 12.16.4, with the exception of all notices required or authorized to be given under Chapter 11 in respect of which Subsection 12.16.1 will apply.
- 10.6.2 Upon their respective appointments, the members of the Implementation Committee, the Environment Committee and any other subcommittee established by the Implementation Committee pursuant to Subsection 10.10.1 shall provide to each other their respective contact information, including address, telephone and facsimile numbers and e-mail address.
- 10.7 MEETINGS**
- 10.7.1 The Implementation Committee shall meet at least once per quarter, except as otherwise provided in Subsection 10.7.2. In addition, the Implementation Committee

may hold special meetings for the purpose of addressing and resolving significant issues and critical matters requiring prompt action. During the Closure Phase, the Implementation Committee may adjust the frequency of its meetings.

- 10.7.2 In the event of a Temporary Closure as provided for in Subsection 12.18.1, the Implementation Committee shall continue to meet formally at least once per year and shall be officially updated in writing by Galaxy on the status of the Temporary Closure on a quarterly basis and provided with the reasons for the continuation of such Temporary Closure.

10.8 QUORUM

- 10.8.1 Quorum for a meeting of the Implementation Committee shall consist of a minimum of four (4) members, with a representation of at least fifty percent (50%) by the members appointed by Galaxy and at least one member appointed by Eastmain.

10.9 CONSENSUS APPROACH

- 10.9.1 The Implementation Committee shall operate by consensus. If consensus cannot be achieved on a matter requiring a decision, the Parties shall attempt to identify solutions to address such matter in an efficient, timely and cooperative manner. While the Parties attempt to identify such solutions, the normal operations of the Project shall continue.
- 10.9.2 For the purpose of Subsection 10.9.1, consensus is achieved by either unanimity or majority decision. In the case of a majority decision, the Implementation Committee shall abide by such decision, but shall allow a member to abstain from further participating in the decision or allow a member holding a differing view from that of the majority, to have such view duly noted in the minutes of the meeting.

10.10 COMMITTEES

- 10.10.1 The Implementation Committee may establish, and dissolve as appropriate, subcommittees as may be required from time to time for specific purposes under this Agreement. All subcommittees shall be supervised by the Implementation Committee and the latter shall establish their mandate in writing, which may be amended from time to time by the Implementation Committee, provided that their mandate is consistent with this Agreement.
- 10.10.2 The composition of the subcommittees established by the Implementation Committee pursuant to Subsection 10.10.1 shall consist of an equal number of members appointed by Galaxy on the one hand and by the Cree Parties on the other hand. The appointment of the members to the subcommittees established by the Implementation Committee pursuant to Subsection 10.10.1 shall be effected in accordance with Subsections 10.5.2 to 10.5.9 with the necessary adaptations. It is

intended that the member of the Implementation Committee will not be members of the subcommittees established pursuant to Subsection 10.10.1, unless the Parties agree otherwise from time to time.

- 10.10.3 The Environment Committee and other subcommittees established by the Implementation Committee pursuant to Subsection 10.10.1 shall operate by consensus as provided for in Subsections 10.9.1 and 10.9.2.
- 10.10.4 The Implementation Committee may provide to the Environment Committee and any subcommittee established by the Implementation Committee pursuant to Subsection 10.10.1, any documentation it deems necessary for the accomplishment of their respective mandates, including a copy of this Agreement or any portion thereof. For greater certainty, the Implementation Committee shall not be provided with a copy of Chapter 9 and corresponding portions of the table of contents of this Agreement.
- 10.10.5 The Environment Committee and any subcommittee established by the Implementation Committee pursuant to Subsection 10.10.1, shall provide their recommendations to the Implementation Committee and to any Party, as provided in this Agreement or their respective mandates referred to in Subsection 10.10.1.

10.11 EXPENSES

- 10.11.1 Galaxy shall assume and pay the reasonable transportation and accommodation expenses associated with the meetings of the Implementation Committee, the Environment Committee and any other subcommittee established by the Implementation Committee pursuant to Subsection 10.10.1. The Implementation Committee shall endeavour to plan the meetings such that they are as cost effective as possible with respect to transportation and other expenses.

10.12 CAPACITY BUILDING IMPLEMENTATION COMMITTEE FUND

- 10.12.1 Commencing with the Galaxy Financial Year in which the Commencement of Construction Date occurs and until the final Galaxy Financial Year of the Operations Phase, Galaxy shall provide the Implementation Committee with a global annual budget up to a maximum of fifteen thousand dollars (\$15,000.00), for training and capacity building of its members and alternate members and those of any other subcommittee established by the Implementation Committee pursuant to Subsection 10.10.1, including, if required, for the training and capacity building of the Tallyman of the Eastmain RE02 Territory. The Implementation Committee shall be responsible for the management of this budget. Galaxy shall pay the amount referred to in this Subsection 10.12.1 within ninety (90) days of the Commencement of Construction Date and in each subsequent Galaxy Financial Year, by 31 May.

- 10.12.2 For greater certainty, the provisions pertaining to the training and capacity building of the members of the Environment Committee, including the annual budget, are set out in Subsections 8.9.1 and 8.9.2.

10.13 RULES OF PROCEDURE

- 10.13.1 The Rules of Procedure of the Implementation Committee are attached hereto as Schedule 10.13.1 (the “**Rules**”). The Implementation Committee may, from time to time, provide for additional rules for its proper functioning, and amend in writing the Rules for this purpose, provided however these additional rules are not incompatible with any provision of the Rules of Procedure or of this Agreement.
- 10.13.2 The Implementation Committee may provide the Environment Committee and any other subcommittee established by the Implementation Committee pursuant to Subsection 10.10.1, with rules of procedure for the proper functioning of such committees, provided however that these rules of procedure are not incompatible with any provision of the Rules or of this Agreement.

10.14 CODE OF ETHICS

- 10.14.1 The members of the Implementation Committee, the Environment Committee and any other subcommittee established by the Implementation Committee pursuant to Subsection 10.10.1, shall attest that their membership in such subcommittee does not place them in a conflict of interest and that they agree to abide by the Code of Ethics attached hereto as Schedule 10.14.1 by signing a copy thereof.
- 10.14.2 The members of the Implementation Committee, the Environment Committee and any other subcommittee established by the Implementation Committee pursuant to Subsection 10.10.1, shall receive training with respect to the Code of Ethics, as part of the training provided for in Subsections 10.12.1.

10.15 CONFIDENTIAL INFORMATION

- 10.15.1 Unless otherwise agreed by the Implementation Committee, the discussions at meetings, minutes and reports of the Implementation Committee, the Environment Committee and any other subcommittee established by the Implementation Committee pursuant to Subsection 10.10.1, and any information provided or received by a member in the context of his functions on a committee shall be deemed Confidential Information and shall be treated accordingly.

10.16 REPORTING AND PLANNING

- 10.16.1 On an annual basis, the Implementation Committee shall provide a report to the Parties, outlining its activities, the activities of the Environment Committee and any subcommittee established by the Implementation Committee pursuant to Subsection 10.10.1, the implementation of this Agreement and such other matters as may be

requested by the Parties.

10.16.2 On an annual basis, Galaxy shall present to the Implementation Committee an overview of activities carried out during the previous Galaxy Financial Year and planned activities for the current or upcoming Galaxy Financial Year for the Project. In the context of such presentation, Galaxy may provide the Implementation Committee with any report it deems necessary for the purpose of the implementation of this Agreement.

10.16.3 As may be required from time to time, the Cree Parties shall provide the Implementation Committee with any information on Cree matters which may be relevant for the Project and the implementation of this Agreement.

10.17 COMMUNICATIONS

10.17.1 The Parties shall cooperate in providing appropriate and regular information to the Crees on the Project and the implementation of this Agreement.

10.17.2 The Parties shall provide information on the measures and actions taken to fulfil their respective obligations of cooperation set out in this Agreement to their respective members of the Implementation Committee, the Environment Committee and any other subcommittee established by the Implementation Committee pursuant to Subsection 10.10.1.

10.17.3 The Implementation Committee shall develop a communication plan, including an action plan, to assist the Parties for the purpose of Subsection 10.17.1. Such action plan may include various means of communications, such as newsletters, community meetings and radio interviews and bulletins and the Parties shall involve Cree individuals, including Cree elders, in the implementation of the action plan.

10.17.4 The Implementation Committee shall include in the communication plan referred to in Subsection 10.17.3 communications on the matters addressed by and functions assigned to the Environment Committee and any other subcommittee established by the Implementation Committee pursuant to Subsection 10.10.1.

10.18 INFORMATION ON AGREEMENT

10.18.1 The Implementation Committee shall develop summary briefing documents of the Agreement intended to different stakeholders, including but not limited to Eastmain

community members, community organizations, Galaxy Contractors and their subcontractors.

- 10.18.2 The Implementation Committee shall develop an orientation session on this Agreement to be delivered in the event there is a change in the senior leadership of any of the Parties, or in the membership of the Implementation Committee.

CHAPTER 11 DISPUTE RESOLUTION

11.1 PURPOSE

- 11.1.1 The purpose of this Chapter is to provide mechanisms and to set forth dispute resolution procedures to address and settle any Dispute, in an amicable, efficient, cost-effective and cooperative manner, as provided for in this Chapter.

11.2 COMMITMENTS

- 11.2.1 The Parties' commitments regarding this Chapter are the following:
- (a) the Parties shall make all reasonable efforts to resolve amicably any disagreement through the Implementation Committee;
 - (b) to be consistent with the cooperative nature of this Agreement, the Parties shall attempt to resolve any disagreement related to or arising out of this Agreement without resorting to this Chapter; and
 - (c) the Parties shall attempt to settle any Dispute in a non-adversarial, cost-efficient and informal manner.

11.3 DEFINITION OF "DISPUTE"

- 11.3.1 For the purpose of this Chapter, "**Dispute**" means any disagreement between Galaxy and one or more of the Cree Parties related to or arising out of this Agreement in respect of which disagreement a notice of Dispute has been given in accordance with Subsection 11.5.1, but excludes:
- (a) a disagreement related to or arising out of Chapter 9 hereof;
 - (b) a disagreement related to or arising out of Subsection 3.3.7;
 - (c) a disagreement related to the unauthorized disclosure of Confidential Information;
 - (d) a disagreement which results in the interruption of the normal operations of the Project; and
 - (e) a disagreement related to the Parties' respective right to terminate this Agreement in accordance with Section 12.22 and any notice to that effect given by a Party.
- 11.3.2 The Parties shall address any disagreement related to or arising out of Chapter 9 hereof in accordance with the dispute resolution process set out in Chapter 9.

11.4 DISCLOSURE AND CONFIDENTIALITY

- 11.4.1 The Parties agree to disclose, without prejudice and on a timely basis, all relevant facts, information and documents (excluding privileged information) which may facilitate the settlement of any Dispute as provided for in this Chapter.
- 11.4.2 Unless otherwise agreed to by the Parties, all proceedings and discussions in view of settling a Dispute, including arbitration, shall be held *in camera* and without limiting the generality of the foregoing, all information that is disclosed, including all oral and/or written statements made and all documents exchanged and/or submitted as part of the dispute resolution process, all pleadings and all evidence, as well as any neutral third party determination of facts and/or recommendations, settlement agreement or arbitral decisions shall be confidential and shall be deemed to be Confidential Information, unless their disclosure is required by Applicable Laws or in connection with an application for homologation or cancellation of an arbitral decision.

11.5 DISPUTE RESOLUTION BY THE IMPLEMENTATION COMMITTEE

Notice of Dispute

- 11.5.1 The Party seeking to have a Dispute addressed and settled under this Chapter, shall give a notice of the Dispute (the “**Notice of Dispute**”) to the other Parties and shall concurrently send a copy thereof to the Implementation Committee for settlement pursuant to Subsection 11.5.6.
- 11.5.2 If the Notice of Dispute is given by a Cree Party, the latter shall indicate in the Notice of Dispute whether the Cree Parties deem that such Dispute is excluded from arbitration under Subsection 11.11.2.
- 11.5.3 If the Notice of Dispute is given by Galaxy, the Cree Parties shall, within ten (10) days of its delivery, give notice to Galaxy to advise whether they deem that such Dispute is excluded from arbitration under Subsection 11.11.2. If the Cree Parties deem that the Dispute is excluded from arbitration under Subsection 11.11.2, they shall concurrently send a copy of the above-mentioned notice to the President or Chief Executive Officer of Galaxy, the Executive Director of the GCC(EI)/Cree Nation Government and the Chief of Eastmain (hereinafter collectively the “**Officers**”).
- 11.5.4 In the event that the Cree Parties deem that a Dispute is excluded from arbitration under Subsection 11.11.2, the Officers shall make all efforts required to settle the Dispute amicably or redefine it such that it not be excluded from arbitration in accordance with Subsection 11.11.2, the whole within ten (10) days from the delivery of either:
- (a) the Notice of Dispute of any of the Cree Parties which indicates that such

Dispute is deemed to be excluded from arbitration under Subsection 11.11.2;
or

- (b) the notice from the Cree Parties under Subsection 11.5.3.

11.5.5 Within the period referred to in Subsection 11.5.4, the Officers shall give notice to the Implementation Committee (the “**Officers’ Notice**”) of either:

- (a) the settlement of the Dispute, in which case the settlement agreement shall be recorded in writing and shall be promptly implemented by the Parties in accordance with its terms;
- (b) the redefinition of the Dispute, in which case the Implementation Committee shall address the redefined Dispute in accordance with Subsection 11.5.6 and Sections 11.6, 11.7 and 11.8 shall apply, if necessary; or
- (c) the decision to process the Dispute without redefinition, in which case the Implementation Committee shall address the Dispute in accordance with Subsection 11.5.6, and Sections 11.6 and 11.7 shall apply, if necessary, and the Dispute shall be excluded from arbitration, in accordance with Subsection 11.11.2.

Cooperative and Open Discussions

11.5.6 The Implementation Committee shall make all efforts required to settle the Dispute amicably through cooperative and open discussions, within a period of forty-five (45) days from either:

- (a) the date of delivery of a copy of the Notice of Dispute in accordance with Subsection 11.5.2 or at the expiry of the period of ten (10) days provided for in Subsection 11.5.3, where such Dispute is not deemed to be excluded from arbitration in accordance with Subsection 11.11.2; or
- (b) the date of delivery of the Officers’ Notice in accordance with Subsection 11.5.5.

Settlement Agreement

11.5.7 If the Implementation Committee settles the Dispute, the settlement agreement shall be recorded in writing and shall be promptly implemented by the Parties in accordance with its terms.

Failure to Settle Dispute

11.5.8 In the event the Implementation Committee does not settle the Dispute within the period referred to in Subsection 11.5.6, the chairperson of the Implementation

Committee shall, within fifteen (15) days from the expiry of such period, give notice of such failure to the Parties for settlement of the Dispute under Subsection 11.6.1.

11.6 DISPUTE RESOLUTION BY OFFICERS

Efforts by Officers

- 11.6.1 The Officers shall make all efforts required to settle the Dispute amicably and, under the terms and conditions they deem appropriate, they may jointly nominate a neutral third party to make non-binding determinations of fact and to make recommendations to assist them in settling the Dispute.

Settlement Agreement

- 11.6.2 If the Officers settle the Dispute, the settlement agreement shall be recorded in writing and shall be promptly implemented by the Parties in accordance with its terms.

Failure to Settle Dispute and Notice of Mediation

- 11.6.3 In the event the Officers do not settle the Dispute within a period of ten (10) days from the date of delivery of the notice referred to in Subsection 11.5.8, they shall jointly and promptly refer the Dispute to mediation by giving a notice of mediation (the “**Notice of Mediation**”) to the Parties.

11.7 MEDIATION

Terms and Conditions

- 11.7.1 A mediation shall be conducted in accordance with the following terms and conditions:
- (a) it shall be conducted by an independent and impartial mediator jointly and promptly appointed by the Parties to settle the Dispute for a period of thirty (30) days from the date of the appointment of the mediator;
 - (b) failing the joint appointment of a mediator by the Parties within a period of ten (10) days from the date on which the Notice of Mediation was delivered in accordance with Subsection 11.6.3, a Party may give a notice of arbitration to the other Parties in accordance with Subsection 11.7.3;
 - (c) the mediator shall not act, nor shall have previously acted on behalf of a Party, including as an expert, a representative or an advisor, in any mediation, arbitration, legal or similar proceedings. The mediator shall not give testimony in any mediation, arbitration, legal or similar proceedings concerning any aspect of the mediation proceedings;

- (d) the Parties shall not, under any circumstances or in any manner, produce as evidence or otherwise in any other mediation, or in any arbitration, legal or similar proceedings:
 - (i) any determination of facts and/or recommendations made, as the case may be, by a mutual third party as set forth in Subsection 11.6.1;
 - (ii) any documents which are submitted to the mediator by a Party during the mediation proceedings, unless such documents were otherwise exchanged between the Parties in accordance with this Agreement or they can be independently and lawfully obtained by the Party seeking to produce them in the mediation, arbitration, legal or similar proceedings;
 - (iii) any views, proposals, suggestions, statements or communications put forward by a Party during the mediation proceedings with regard to the possible settlement of the Dispute;
 - (iv) any admissions made by another Party during the mediation proceedings;
 - (v) any documents, statements or communications submitted by the mediator in the mediation proceedings and any views, proposals or suggestions put forward by the mediator in the mediation proceedings;
 - (vi) the fact that a Party had indicated during the mediation proceedings that it was ready to accept a proposal for a settlement; or
 - (vii) any other information related to the conduct or the termination of the mediation proceedings;
- (e) the Parties may agree to require the issuance of a report or recommendations by the mediator at the conclusion of the mediation proceedings;
- (f) The mediation shall be conducted in accordance with the present Agreement and, additionally, with the rules contained in the *Code of Civil Procedure* of Québec in force on the date on which the Notice of Mediation is given.

Settlement Agreement

- 11.7.2 If the Dispute is settled through mediation, the settlement agreement shall be recorded in writing and shall be promptly implemented by the Parties in accordance with its terms.

Failure to Appoint Mediator or to Settle Dispute and Notice of Arbitration

- 11.7.3 In the event the Parties fail to appoint jointly a mediator within the period referred to in Paragraph 11.7.1(b) or fail to settle the Dispute through mediation within the period referred to in Paragraph 11.7.1(a) and subject to Paragraph 11.5.5(c) as the case may be, a Party may give a written notice of arbitration (the “**Notice of Arbitration**”) to the other Parties within a period of thirty (30) days from the date of the expiry of the period set out in either Paragraph 11.7.1(a) or Paragraph 11.7.1(b), as the case may be.
- 11.7.4 The Notice of Arbitration shall specify the particulars of the Dispute and the measures required to remedy such Dispute.

Absence of Notice of Arbitration

- 11.7.5 If a Notice of Arbitration is not given within the period set out in Subsection 11.7.3 by the Party who gave the original Notice of Dispute, the other Party or Parties, as the case may be, may, within fifteen (15) days after the expiry of the period set out in Subsection 11.7.3, give a Notice of Arbitration to the Party who gave the original Notice of Dispute for the Dispute to continue with the arbitration process set out in Section 11.8, *mutatis mutandis*.
- 11.7.6 If a Notice of Arbitration is not given within the period set out in Subsection 11.7.5, the Party who gave the original Notice of Dispute shall be deemed to have released the other Party or Parties, as the case may be, therefrom, confirming the Dispute to be definitely and finally terminated and prohibiting said Dispute from being the subject of any further dispute resolution process under this Chapter or legal proceedings.

Cree Party Not Involved

- 11.7.7 In the case of a Dispute between Galaxy and one Cree Party and notwithstanding the prior participation of all Cree Parties in attempting to settle a Dispute, the Cree Party not involved in the Dispute may, at its sole discretion, decide whether to participate or not in the arbitration, by giving notice to the other Parties within ten (10) days from the date on which the Notice of Arbitration referred to in Subsection 11.7.3 is given. In the event such Cree Party decides to participate in the arbitration, it shall not seek remedies other than those sought by the other Parties.

11.8 ARBITRATION

Arbitrator or Arbitration Panel

- 11.8.1 Unless the Parties to the arbitration agree that a Dispute should be referred to an arbitration panel of three (3) arbitrators due to the nature of the Dispute, an arbitration shall be conducted by one (1) independent and impartial arbitrator jointly

and promptly appointed by such Parties in accordance with Subsection 11.8.5.

- 11.8.2 If the Parties to the arbitration agree that a Dispute should be referred to an arbitration panel of three (3) arbitrators, the arbitrators shall be appointed in accordance with Subsections 11.8.6 and 11.8.7.
- 11.8.3 For the purpose of appointments of arbitrators under Subsections 11.8.5 to 11.8.7, the arbitrator(s) shall not act, nor shall have previously acted on behalf of a Party, including as an expert, a representative or an advisor, in any mediation, arbitration, legal or similar proceedings. The arbitrator(s) shall not give testimony in any mediation, arbitration, legal or similar proceedings concerning any aspect of the arbitration proceedings.

Applicable Rules

- 11.8.4 The arbitration shall be conducted in accordance with the present Agreement and, additionally, with the rules contained in the *Code of Civil Procedure* of Québec in force on the date on which the Notice of Arbitration is given.

Appointment of Arbitrator or Arbitration Panel

- 11.8.5 In the context of Subsection 11.8.1 and within a period of ten (10) days from the date on which the Notice of Arbitration is given in accordance with Subsections 11.7.3 and 11.7.5, the Parties to the arbitration shall jointly appoint an arbitrator. Failing the joint appointment of an arbitrator by such Parties, one of them may file a motion for the appointment of the arbitrator by a judge of the Superior Court of Québec.
- 11.8.6 In the context of Subsection 11.8.2 and within a period of ten (10) days from the date on which the Notice of Arbitration is given in accordance with Subsections 11.7.3 and 11.7.5, the Cree Party or Cree Parties to the arbitration shall jointly appoint one (1) arbitrator, Galaxy shall appoint one (1) arbitrator and the two (2) appointed arbitrators shall jointly appoint, within ten (10) days of the last appointment, a third arbitrator who shall act as the president of the arbitration panel.
- 11.8.7 Failing the appointment of one (1) arbitrator by each of Galaxy and the Cree Parties to the arbitration for the arbitration panel within a period of ten (10) days from the date on which the Notice of Arbitration is given in accordance with Subsections 11.7.3 and 11.7.5, such arbitrator shall be appointed by a judge of the Superior Court of Québec on the motion of one of the Parties. Failing the appointment of the third arbitrator within ten (10) days of the last appointment of one (1) arbitrator by each of Galaxy and the Cree Parties to the arbitration or by a judge, one of the Parties to the arbitration may file a motion for the appointment of such arbitrator by a judge of the Superior Court of Québec.

- 11.8.8 If no motion for the appointment of an arbitrator is filed within ten (10) days from the date on which such motion may be filed pursuant to Subsection 11.8.5 or 11.8.7 and, as a result thereof, no arbitration can proceed, either Party may file a motion for the appointment of one (1) arbitrator by a judge of the Superior Court of Québec. Upon the appointment of the single arbitrator, the arbitration shall proceed with the arbitration process set out in Section 11.8, *mutatis mutandis*.

Other Existing Disputes

- 11.8.9 A Party to the arbitration may give notice to the arbitrator or arbitrators, as the case may be, of other existing Disputes between the Parties to the arbitration. Such Parties may agree to submit any or all existing Disputes to arbitration for resolution by the arbitrator or arbitrators, as the case may be, even if a Notice of Arbitration has yet to be given for such other existing Disputes, provided that such Disputes are not excluded from arbitration under Subsection 11.11.2.

Language and Location

- 11.8.10 The arbitration may be conducted in English and/or French and translation of documents and interpretation will be provided as required.
- 11.8.11 The arbitration will be conducted in Montréal or any other location as might be agreed to by the Parties.

Conciliation Process

- 11.8.12 At the joint request of the Parties and if circumstances permit, the arbitrator or arbitrators, as the case may be, may attempt to reconcile the Parties, it being understood that the arbitrator or arbitrators, as the case may be, may continue the arbitration if the conciliation attempt fails.

Final and Binding Decision

- 11.8.13 The arbitrator or arbitrators, as the case may be, appointed pursuant to Subsections 11.8.5 to 11.8.8 and to whom a Dispute has been referred, shall, unless it is not feasible in light of all circumstances, render a final and binding arbitral decision between the Parties to the arbitration within thirty (30) days following the end of the arbitration hearing, or, if written arguments or notes are to be submitted to the arbitrator or arbitrators, as the case may be, within thirty (30) days following the arbitrator's or arbitrators, as the case may be, receipt of the last written arguments and/or notes, however the expiry of the time limit for rendering the arbitral decision shall not invalidate any arbitral decision subsequently rendered. The arbitrator or arbitrators, as the case may be, shall include in the arbitral decision the measures to be taken, if any, by any of the Parties to the arbitration, and the period for such measures to be taken.

- 11.8.14 In rendering an arbitral decision, the arbitrator or arbitration panel shall not have the power to amend this Agreement in any manner.

11.9 EXPENSES

- 11.9.1 Except as otherwise provided for in this Agreement, each Party shall assume and pay its own costs, fees (including legal and expert fees) and expenses relating to the dispute resolution process provided in this Chapter.

Mediation Expenses

- 11.9.2 The Parties to the mediation shall agree to remit to the mediator an initial amount, in trust, as advance on the amounts that may be owed to the mediator to cover all other costs, fees and expenses related to the mediation. Such costs, fees and expenses will be paid by the Parties in equal shares.

Arbitration Expenses

- 11.9.3 The Parties to the arbitration shall agree to remit to the arbitrator or arbitrators, as the case may be, an initial amount, in trust, as advance on the amounts that may be owed to the arbitrator or arbitrators, as the case may be, to cover all other costs, fees and expenses related to the arbitration, including the costs, fees and expenses of the arbitrator or arbitrators, as the case may be, costs for stenography, transcripts, photocopies, translation of documents and interpretation and other related costs. The arbitrator or arbitrators, as the case may be, may, at any time, request the Parties to remit to the arbitrator or arbitrators, as the case may be, in trust, any additional advance the arbitrator or arbitrators, as the case may be, consider appropriate to cover additional anticipated such costs, fees and expenses. Such costs, fees and expenses will be paid by the Parties to the arbitration, in equal shares, unless otherwise determined by the arbitrator or arbitrators, as the case may be, after having provided the Parties with the opportunity to file written submissions on costs and after having held a hearing on same.
- 11.9.4 If any of the Parties fails to pay the amount of any advance agreed upon or requested by the arbitrator or arbitrators, as the case may be, within the time limit agreed upon or set by the arbitrator or arbitrators, as the case may be, or the amount of any invoice issued by the arbitrator or arbitrators, as the case may be, within the time limit stipulated therein, the other Party shall be entitled to pay the amount of said advance or invoice to the arbitrator or arbitrators, as the case may be, and the final apportionment between the Parties of the costs, fees and expenses owed to the arbitrator or arbitrators, as the case may be, shall be included in the arbitral decision.

11.10 OFFER OF SETTLEMENT OR WITHDRAWAL OF NOTICE OF DISPUTE

- 11.10.1 Nothing in this Chapter prohibits a Party from making, on a without prejudice basis, an offer of settlement relating to a Dispute at any time after a Notice of Dispute is given under Subsection 11.5.1 and until a final arbitral decision is rendered by the arbitrator or arbitrators, as the case may be, on said Dispute.
- 11.10.2 If, following said offer of settlement, the Parties agree to settle the Dispute, either Party will then be allowed to inform the arbitrator or arbitrators, as the case may be, that the Dispute has been settled. The arbitrator or arbitrators, as the case may be, will immediately stop any and all work related to the arbitration procedures and the arbitration process will be deemed finalized without any other formalities.
- 11.10.3 Nothing in this Chapter prohibits a Party having given a Notice of Dispute from withdrawing such notice at any time prior to the resolution of such Dispute.

11.11 MISCELLANEOUS

Exclusive Process

- 11.11.1 The dispute resolution process specified in this Chapter shall be the sole and exclusive process for the resolution of disagreements and Disputes between the Parties, except for disagreements excluded under Subsection 11.3.1 for which legal proceedings may be instituted or under Subsection 11.3.2 in the case of a Financial Dispute for which the dispute resolution process under Chapter 9 shall be the sole and exclusive process.
- 11.11.2 Any Dispute which requires the interpretation or application of Aboriginal rights or JBNQA treaty rights of the Crees, including the application or interpretation of the JBNQA, the *Agreement Concerning a New Relationship between le Gouvernement du Québec and the Crees of Québec*, also known as the “Paix des Braves”, signed on February 7, 2002, as amended from time to time, the *Agreement Concerning a New Relationship Between the Government of Canada and the Cree of Eeyou Istchee* signed on February 21, 2008, the *Agreement on Governance in the Eeyou Istchee James Bay Territory between the Crees of Eeyou Istchee and the Gouvernement du Québec* signed on July 24, 2012, the *Agreement on Cree Nation Governance between the Crees of Eeyou Istchee and the Government of Canada* signed on July 18, 2017, as amended from time to time, and any legislation adopted pursuant thereto, is subject to the dispute resolution process pursuant to Sections 11.5 to 11.7 but is excluded from arbitration pursuant to Section 11.8. If such Dispute is not settled through the process set out in Sections 11.5 to 11.7, any Party may seek any remedy it deems necessary before a court of competent jurisdiction.

Amendments of Delays

11.11.3 The Parties may agree in writing to modify any of the periods provided for in this Chapter with the exception of the period of thirty (30) days set out in Subsection 11.7.3.

Notices for Dispute Resolution

11.11.4 Notwithstanding any other provision of this Agreement, all notices required or authorized to be given under this Chapter shall be given in accordance with Subsection 12.16.1.

Continued Performance

11.11.5 The Parties shall continue to perform their respective obligations under this Agreement pending final resolution of the Dispute, unless:

- (a) the Parties agree that to do so would be impossible or impracticable under the circumstances;
- (b) the Parties agree that to maintain the conditions existing before the Dispute would be undesirable; or
- (c) an interim order to a different effect has been made by the arbitrator or arbitrators, as the case may be.

CHAPTER 12 GENERAL MATTERS

12.1 GENERAL REPRESENTATIONS AND WARRANTIES

Legal Capacity

- 12.1.1 Each Party represents and warrants to the other Parties that it has the power, authority and capacity to execute and deliver this Agreement and to perform its obligations hereunder and that it has taken all necessary actions to authorize its execution, delivery and the performance of such obligations.

Representations by Galaxy

- 12.1.2 As of the Effective Date, Galaxy represents and warrants that:
- (a) it is a corporation duly incorporated and validly existing under the laws of Canada;
 - (b) it is not a party to, bound by, or subject to any agreement, indenture, mortgage, lease, instrument, order, judgment, decree, or any provision of its articles or by-laws, which would be violated, contravened or infringed by the execution and delivery of this Agreement or the performance of its obligations under this Agreement; and
 - (c) except as disclosed in writing to the Cree Parties on or prior to the Effective Date, there is no action, litigation or other legal proceedings in progress or pending against Galaxy with respect to the Project.

Representations and Warranties by the Cree Parties

- 12.1.3 The GCC(EI) is a corporation duly incorporated and validly existing under the laws of Canada and the Cree Nation Government is a legal person duly established in the public interest and validly existing under the laws of Québec.
- 12.1.4 The GCC(EI)/Cree Nation Government hereby represent and warrant to Galaxy that, as with regard to all matters covered under this Agreement, they act on behalf, and represent all of the Crees and all of the Cree First Nations.
- 12.1.5 Eastmain is a corporation duly constituted and validly existing under the laws of Canada.
- 12.1.6 Eastmain hereby represents and warrants to Galaxy that, as with regard to all matters covered under this Agreement, it acts on behalf, and represents all of the members of the Cree Nation of Eastmain.

Approval process by the Parties

- 12.1.7 Galaxy approved this Agreement by a resolution passed at a duly convened meeting of its Board of Directors, a copy of the resolution being attached hereto as Schedule 12.1.7, which resolution is in full force and effect, without amendment, on the Effective Date.
- 12.1.8 The Cree Parties represent and warrant that the process followed by them secured the approval of this Agreement by the Crees without condition or qualification.
- 12.1.9 Eastmain approved this Agreement by a resolution passed at a duly convened meeting of council members, a copy of the resolution being attached hereto as Schedule 12.1.9, which resolution is in full force and effect, without amendment, on the Effective Date.
- 12.1.10 The GCC(EI)/Cree Nation Government approved this Agreement by a resolution passed at a duly convened meeting of all council/board members, a copy of the resolution being attached hereto as Schedule 12.1.10, which resolution is in full force and effect, without amendment, on the Effective Date.

Intervention

- 12.1.11 The Intervenor hereby declares that it has taken cognizance of this Agreement and agrees to be bound by the obligations that concerns it.
- 12.1.12 The Intervenor represents and warrants to the Parties that the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action on the part of the Intervenor, as appears from the certified extract of a resolution of the board of directors of the Intervenor, attached hereto as Schedule 12.1.12.

12.2 NON-DEROGATION

- 12.2.1 The Parties acknowledge that the object of this Agreement is not to affect, restrict, prejudice, waive or otherwise address, in any manner, Aboriginal rights and JBNQA treaty rights of the Crees, except as provided in Subsection 12.2.2. No such rights of the Cree Parties are waived or renounced upon by virtue of this Agreement.
- 12.2.2 The Parties acknowledge that the exercise of certain JBNQA treaty rights by the Crees is suspended in the Safety Zones and at the Mine Site, as provided for in this Agreement.

12.3 APPLICATION OF JBNQA

12.3.1 The Parties acknowledge that:

- (a) the Project is subject to the environmental and social impact assessment and review procedure provided for in Section 22 of the JBNQA; and
- (b) the environmental and social impact assessment and review procedure provided for in Section 22 of the JBNQA pertaining to the Project was initiated prior to the Effective Date.

12.4 CONSENT OF THE CREE PARTIES

12.4.1 The Cree Parties consent to and support the Project in accordance with the terms of this Agreement.

12.4.2 The Cree Parties shall cooperate with Galaxy to maintain and secure all approvals, permits and other authorizations required for the Project, including by supplying letters of support or the equivalent if requested and participating in the preparation of reports, pursuant to Applicable Laws and in accordance with the principles of Section 22 of the JBNQA.

12.5 APPLICABLE LAWS AND AUTHORIZATIONS

12.5.1 This Agreement shall be implemented in accordance with Applicable Laws and permits, certificates, mining claims, mining leases and other authorizations relating to the Project issued in conformity with Applicable Laws.

12.6 ASSIGNMENT AND CHANGE OF CONTROL

12.6.1 This Agreement and any and all of the rights, prerogatives, obligations, covenants, benefits, roles, duties and responsibilities contained herein (collectively, “**Rights and Obligations**”) may not be assigned by any of the Cree Parties, in any circumstances. Galaxy shall have the right and may assign this Agreement and any and all of its Rights and Obligations contained herein, without the prior consent, authorization or approval of the Cree Parties, to any Person, provided that such Person undertakes and agrees in writing to be bound by all of its applicable provisions and to assume any and all of Galaxy’s Rights and Obligations under this Agreement.

12.6.2 Moreover, Galaxy shall not be entitled to assign, sell or dispose of all or substantially all of the assets of the Project unless the purchaser of such assets undertakes and agrees to be bound by this Agreement, assumes all of Galaxy’s Rights and Obligations hereunder and complies with all of the terms and conditions of this Agreement in writing.

- 12.6.3 Notwithstanding Subsections 12.6.1 and 12.6.2, should Galaxy assign, sell or dispose of all or substantially all of the assets of the Project in accordance with Subsection 12.6.2, Galaxy shall, within thirty (30) days of such assignment, sale or disposal, pay to the Cree Parties any payments outstanding, including the balance of the Fixed Amount, as the case may be, and any Cree Participation Payment owed to the Cree Parties at the date of such assignment, sale or disposal.
- 12.6.4 Notwithstanding Subsections 12.6.1 and 12.6.2, should Galaxy be sold or if a third party acquires a controlling interest in Galaxy, the latter shall, within thirty (30) days of such sale or acquisition, pay to the Cree Parties any payments outstanding, including the balance of the Fixed Amount, as the case may be, and any Cree Participation Payment owed to the Cree Parties at the date of such sale or acquisition.
- 12.6.5 Notwithstanding Subsections 12.6.1 to 12.6.4, in order to obtain financing from lenders and other secured parties ("**Lenders**"), Galaxy may, without the consent of the Cree Parties, grant a security interest in, assign and/or hypothecate to a Lender (or the agent or trustee acting on behalf of such Lenders) all or any of the rights, titles and interests that Galaxy now has or which shall thereafter arise in and to Galaxy under this Agreement and all claims resulting from a failure of performance or compliance with any of the provisions of this Agreement, as security for financing made available by the Lender (or the agent or trustee acting on behalf of such Lender) to Galaxy. Each of the Cree Parties hereby irrevocably consents to and acknowledges any such granting of security, assignment or hypothecation, it being understood that such granting of security, assignment or hypothecation shall not excuse or otherwise discharge Galaxy from performing its own obligations under this Agreement. Each of the Cree Parties undertake to execute and deliver all such further documents and instruments and do all acts and things as the Lenders may reasonably require to give effect to this Subsection 12.6.5.

12.7 VALIDITY OF THIS AGREEMENT

- 12.7.1 The Parties shall not challenge, legally or otherwise, the validity or the enforceability of this Agreement or any of the provisions thereof, nor shall they advise, induce, encourage or otherwise support in any manner, any Person seeking to challenge such validity or enforceability.

12.8 ADVERSE ACTION OR CLAIM

- 12.8.1 In the event of a Claim made or Adverse Action taken by a Third Party against any of the Parties, or against a Person other than the Parties which may reasonably result in an Adverse Action, each of such Parties against which the Claim is asserted or Adverse Action taken shall give to the other Parties notice of such Claim or Adverse Action. Each of such Parties against which the Claim is asserted or Adverse Action taken shall, as the case may be, vigorously defend the validity and enforceability of this Agreement or take such measures to prevent or have such Adverse Action stopped or

terminated by any and all legal means available to it, including seeking injunctive relief. The other Party or Parties shall fully cooperate, at their own cost, with each of such Parties against which the Claim is asserted or Adverse Action taken.

- 12.8.2 The GCC(EI)/Cree Nation Government covenants and agrees to indemnify and save harmless Galaxy from any losses, damages, liabilities, costs, fees and expenses (including legal costs, fees and expenses) suffered by Galaxy, directly or indirectly, as a result of or arising out of any Innu Claim, irrespective of such Innu Claim being caused directly by the GCC(EI)/Cree Nation Government or resulting from the actions or omissions of a Third Party. If Galaxy determines that it is entitled to indemnification under this Subsection 12.8.2, it shall give notice of such Innu Claim to the GCC(EI)/Cree Nation Government as soon as reasonably possible. The GCC(EI)/Cree Nation Government shall vigorously defend at its costs and expenses (including legal costs, fees and expenses) any such Innu Claim upon request by Galaxy. The GCC(EI)/Cree Nation Government hereby undertakes to consult in good faith with Galaxy in connection with its defence of any such Innu Claim, including the selection of counsel, and the GCC(EI)/Cree Nation Government shall have the right at its discretion to participate in any proceedings related thereto.
- 12.8.3 Nothing in this Section 12.8 precludes Galaxy or any of the Cree Parties from commencing or instituting its own legal, administrative or other types of proceedings against the Person having asserted such Claim or taken such Adverse Action.
- 12.8.4 The capitalized terms used in this Section 12.8 have the meaning ascribed thereto in this Subsection 12.8.4:

“Adverse Action” means any action (or omission to act where action is required) or activity of any nature, which could prevent or delay in any manner the development or operation of the Project, including preventing or delaying the issuance or renewal or the process for the issuance or renewal, by any Authorities Having Jurisdiction, of any required certificates, permits, mining claims, mining leases or other authorizations and any Claim against the Project or challenge of this Agreement, but excludes a Financial Dispute subject to any dispute resolution process, including arbitration, under Chapter 9 of this Agreement and a Dispute subject to any dispute resolution process, including arbitration, under Chapter 11 of this Agreement.

“Claim” means any legal, administrative or other types of proceedings or any claim, demand, action or cause of action of any kind, threatened, commenced, instituted or made against or involving any of the Parties, challenging the validity or enforceability of this Agreement or any of its provisions, or otherwise challenging in any manner the construction, development, operation, site rehabilitation or restoration of, or supply of goods and services, power, or other activities related or incidental to, the Project, or access to the Mine Site.

“Innu Claim” means any legal, administrative or other types of proceedings or any claim, demand, action or cause of action of any kind, threatened, commenced, instituted or made against or involving Galaxy by the Pekuakamiulnuatsh Nation or by an Innu of the

Pekuakamiulnuatsh Nation, relating to any obligation or undertaking of the GCC(EI)/Cree Nation Government pursuant to the *Agreement between the Pekuakamiulnuatsh Nation and the Cree Nation of Eeyou Istchee* dated June 21, 2018, or Galaxy's undertakings under Paragraphs 4.8.2(d) or 6.5.1(d).

"Third Party" means for the purpose of Section 12.8 any Person other than the Parties.

12.9 ENTIRE AGREEMENT

12.9.1 This Agreement constitutes the entire agreement between the Parties. This Agreement supersedes all prior negotiations, discussions, representations and agreements between the Parties, including the Pre-Development Agreement.

12.10 AMENDMENTS

12.10.1 This Agreement may be amended only by a written instrument duly signed by the Parties hereto, except the amendment provided for in Subsection 6.3.5.

12.10.2 Upon recommendation of the Implementation Committee, the Parties shall review any provisions of this Agreement and may amend this Agreement in accordance with Subsection 12.10.1.

12.11 REPRESENTATIONS AND COMMUNICATIONS CONSISTENT WITH AGREEMENT

12.11.1 A Party may make independent representations and communications to Authorities Having Jurisdiction and to other Persons on any matter addressed in this Agreement, provided however that such Party's representations and communications shall be consistent with this Agreement.

12.12 FUTURE AGREEMENTS

12.12.1 The Parties hereby agree to take into consideration and comply with the terms, conditions and obligations contained in this Agreement, in any future agreements to be concluded between a Party and any other Person.

12.12.2 If any agreement negotiations, including collective labour agreement negotiations, take place between Galaxy and any other Person, Galaxy shall endeavour to negotiate an agreement that does not conflict with this Agreement. If Galaxy is required to comply with any Applicable Laws or provisions of a collective labour agreement imposed on Galaxy, which are conflicting with this Agreement, then the Cree Parties acknowledge that Galaxy shall comply with such Applicable Laws and provisions of any such collective labour agreement thus imposed on Galaxy, and subject to Subsection 12.13.1, Galaxy shall be relieved of its obligations to perform the conflicting terms and conditions of this Agreement.

- 12.12.3 If any agreement negotiations take place between any of the Cree Parties and any other Person, any such Cree Party shall endeavour to negotiate an agreement that does not conflict with this Agreement. Notwithstanding the foregoing, in the event that by virtue of Applicable Laws, any of the Cree Parties is required to comply with any such Applicable Laws which are conflicting with this Agreement, then the other Parties acknowledge that any such Cree Party shall comply with any such Applicable Laws and subject to Subsection 12.13.1, any such Cree Party shall be relieved of its obligations to perform the conflicting terms and conditions of this Agreement.

12.13 SEVERABILITY

- 12.13.1 The invalidity or unenforceability of any provision of this Agreement or any undertaking contained herein shall not affect the validity or enforceability of any other provision of this Agreement or undertaking contained herein, and this Agreement shall be construed as if such invalid or unenforceable provision or undertaking were omitted.

12.14 DISCLOSURE OF THE AGREEMENT, PRE-DEVELOPMENT AGREEMENT AND SUMMARY OF AGREEMENT

Disclosure of the Agreement

- 12.14.2 The Parties agree that, as of the Effective Date, the Agreement will no longer be treated as confidential by the Parties, subject to Section 12.15.

Disclosure of the Pre-Development Agreement

- 12.14.3 The Parties agree that, as of the Effective Date, the Pre-Development Agreement will no longer be treated as confidential by the Parties.

Summary of the Agreement

- 12.14.4 The Parties shall jointly prepare a summary of this Agreement to be used and distributed by Galaxy within the business for implementation purposes including for training and raising awareness of Galaxy Employees and management regarding the Parties' respective rights and obligations hereunder. For greater certainty, the provisions of Chapter 9 shall be excluded from this summary.

12.15 CONFIDENTIALITY

Confidential Information

- 12.15.1 “**Confidential Information**” means any and all monetary amounts referred to in Subsections 6.3.1 and 6.3.3, Chapter 9 and Schedule 9.4.3, the titles of such chapter and schedule and all information, data, knowledge, know-how and other material provided by one Party to any of the other Parties pursuant to or in connection with

this Agreement and identified as being “confidential”, in whatever form and however communicated, relating to the Project and this Agreement, whether previously, now or hereafter known by a Party. Without limiting the generality of the foregoing, Confidential Information shall be deemed to include cost, cash flow and revenue projections, financial models, tax projections, processes, formulae, manufacturing procedures, operating schedules, trade secrets, raw data from Galaxy’s technical applications including drill hole and assay data, ore body and geospatial models, development plans, topographical data, aerial imagery and any Galaxy company records including minutes of meetings and board resolutions.

Use of Confidential Information

- 12.15.2 Each Party agrees to hold the other Parties’ Confidential Information in strict confidence and not disclose the Confidential Information to any Person. The foregoing restrictions shall not apply where disclosure of Confidential Information is necessary: (i) for the operations of the Project; (ii) for the implementation of this Agreement; (iii) in the course of legal proceedings; (iv) as required by Applicable Laws; (v) in connection with the sale of the Project, Galaxy or any of its Affiliates; or (vi) to a director, officer, agent, employee, financial, legal or other advisor of a Party or any of its Affiliates or any member of any committee created under this Agreement or by the Implementation Committee if such person has a need to know the Confidential Information for the purpose of performing the obligations provided herein.

Notice of Unauthorized Use or Disclosure of Confidential Information

- 12.15.3 The Parties shall promptly give notice to the other Party upon discovery of any unauthorized use or disclosure of Confidential Information.

Protective Orders

- 12.15.4 If one of the Parties or its Authorized Representatives becomes legally compelled to disclose any of the Confidential Information, the receiving Party shall give the disclosing Party prompt notice so that it may seek a protective order or other appropriate remedy at law (and the receiving Party shall fully cooperate with the disclosing Party in that regard) and/or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained by the disclosing Party or is otherwise unavailable, the receiving Party shall only disclose or, as applicable, ensure that its Authorized Representatives only disclose, that portion of the Confidential Information which it is legally required to disclose and shall exercise its reasonable commercial efforts to obtain a protective order or other reliable assurance that such Confidential Information will be afforded confidential treatment.

Return of Confidential Information

- 12.15.5 Upon termination of this Agreement or following a request of a disclosing Party, the receiving Party shall return to the disclosing Party or destroy or delete the Confidential Information of the disclosing Party, excluding any confidential information integrated in any documents required for the implementation of this Agreement or for compliance with Applicable Laws, in its possession or control or of any of its Authorized Representatives, and all copies thereof. At the request of the disclosing Party, the receiving Party shall confirm such return, destruction or deletion to the disclosing Party by providing a certificate of one of its senior officers or directors certifying the return, destruction or deletion of all such Confidential Information. Notwithstanding the return, destruction or deletion of such Confidential Information, the receiving Party shall continue to be bound by its obligations of confidentiality.

Remedies

- 12.15.6 The Parties acknowledge that Confidential Information is proprietary and confidential and that the disclosing Party may be irreparably harmed if any of the provisions contained in this Agreement with respect to Confidential Information are breached or not performed by the receiving Party or Authorized Representatives in accordance with the provisions of this Agreement. The Parties hereby agree that the disclosing Party shall have the right to seek an immediate injunction and any other available remedy it deems necessary before a court of competent jurisdiction, with regard to any breach or threatened breach of the provisions of this Agreement relating to Confidential Information and to specifically enforce such provisions, in addition to (where applicable) a right to monetary damages or any other remedy available to the disclosing Party under Applicable Laws or this Agreement, including the dispute resolution process of this Agreement.

12.16 NOTICES

Notices to Parties

- 12.16.1 Unless otherwise specified herein, any notice required or authorized to be given to the Parties under this Agreement shall be in writing and shall be delivered (a) in person, (b) by facsimile or by e-mail with proof of delivery thereof, (c) by registered mail, return receipt requested, or (d) by reputable courier service. Notices shall be deemed given and effective on the date of delivery, if delivered during the recipient's normal business hours, or on the next business day if delivered after the recipient's normal business hours. The Parties shall address their notices as follows:

(a) if to Galaxy,

Galaxy Lithium (Canada) Inc.
800 Square Victoria, Suite 3500
Montréal, Québec
H4Z 1A1

To the attention of: Head of Canadian Operations
Telephone number: [REDACTED]
Telecopier number: Not applicable
E-mail: [REDACTED]

(b) if to the GCC(EI)/Cree Nation Government,

The Grand Council of the Crees (Eeyou Istchee) / Cree Nation Government
2 Lakeshore Road
Nemaska, Québec
JOY 3B0

Telephone number: [REDACTED]
Fax Number: [REDACTED]
E-mail: [REDACTED]
To the attention of: Executive Director

with a copy to:

The Cree Nation of Eastmain
76 Nouchimi, P.O. Box 90
Eastmain, Québec
J0M 1W0

Telephone number: [REDACTED]
Fax Number: [REDACTED]
E-mail: [REDACTED]
To the attention of: Chief

(c) if to Eastmain,

The Cree Nation of Eastmain
76 Nouchimi, P.O. Box 90
Eastmain, Québec
J0M 1W0

Telephone number: [REDACTED]
Fax Number: [REDACTED]
E-mail: [REDACTED]
To the attention of: Chief

with a copy to:

The Grand Council of the Crees (Eeyou Istchee) / Cree Nation Government
2 Lakeshore Road
Nemaska, Québec
J0Y 3B0
Telephone number: [REDACTED]
Fax Number: [REDACTED]
E-mail: [REDACTED]
To the attention of: Executive Director

(d) if to the Cree Parties,

The Grand Council of the Crees (Eeyou Istchee) / Cree Nation Government
2 Lakeshore Road
Nemaska, Québec
J0Y 3B0
Telephone number: [REDACTED]
Fax Number: [REDACTED]
E-mail: [REDACTED]
To the attention of: Executive Director

and

The Cree Nation of Eastmain
76 Nouchimi, P.O. Box 90
Eastmain, Québec
J0M 1W0
Telephone number: [REDACTED]
Fax Number: [REDACTED]
E-mail: [REDACTED]
To the attention of: Chief

(e) If to the Intervenor:

Galaxy Lithium (Ontario) Inc.
333 Bay Street, Suite 2400
Toronto, Ontario
M5H 2T6
To the attention of : Head of Canadian Operations
Telephone number: [REDACTED]
Telecopier number: [REDACTED]
E-mail: [REDACTED]

- 12.16.2 A Party may change its address by giving notice to the other Parties in accordance with Subsection 12.16.1.

Notices for Dispute Resolution

- 12.16.3 Notwithstanding any other provision of this Agreement, all notices required or authorized to be given under Chapter 11 shall be given in accordance with Subsection 12.16.1.

Notices to Implementation Committee and other committees

- 12.16.4 With the exception of all notices required or authorized to be given under Chapter 11 which shall be given in writing and delivered in accordance with Subsection 12.16.1, all notices required or authorized to be given under this Agreement to the Implementation Committee, the Environment Committee or any other subcommittee that may be established from time to time by the Implementation Committee pursuant to Subsection 10.10.1 shall be given and delivered to all of the members and alternate members of the relevant committee, either (a) in person, (b) by facsimile, (c) by registered mail, return receipt requested, (d) by reputable courier service or (e) by e-mail with proof of delivery.
- 12.16.5 Upon their respective appointments, members and alternate members of the Implementation Committee and members of the Environment Committee or any other subcommittee that may be established from time to time by the Implementation Committee pursuant to Subsection 10.10.1 shall provide to each other their respective contact information, including address, telephone and facsimile numbers and e-mail address.

12.17 FORCE MAJEURE

- 12.17.1 A Party (the “**Affected Party**”) shall give notice in writing to the other Parties in the event that performance in whole or in part of its obligations under this Agreement is interrupted, restrained, prevented or delayed, directly or indirectly, by an event of Force Majeure, and as of the date of such notice, the Affected Party’s obligations under this Agreement shall be suspended in full, without affecting the continuance and validity of this Agreement, and the Affected Party shall not be held to the performance of its obligations provided for in this Agreement to the other Parties during the period of time and to the extent the event of Force Majeure exists; provided, however, that if the Affected Party is Galaxy, Galaxy shall be required to continue paying all amounts owed the Cree Parties in accordance with the terms of this Agreement, notwithstanding such event of Force Majeure. Upon cessation of the event of Force Majeure, the Affected Party shall be required to resume performing as of such date its obligations under this Agreement in accordance with the terms

thereof.

“Force Majeure” as used in this Section 12.17 means the occurrence of any event beyond the reasonable control of the Affected Party and includes: strikes, lockouts or any other labour disturbances; acts of the public enemy, acts of activists, acts of war or conditions arising out of or attributable to war, terrorism, embargoes, blockades, revolution, riot, civil strife, fire, explosion, earthquake, landslide, storm, flood or other adverse weather conditions; any judgment, decree or court order; expropriation, nationalization, or compulsory purchase; curtailment or suspension of activities to remedy or avoid an actual or alleged, present or prospective violation of federal, provincial or local environmental standards; delay or failure by suppliers or transporters of materials, parts, supplies, services or equipment or by contractors' or subcontractors' shortage of, or inability to obtain labour, transportation, materials, machinery, equipment, supplies, power, goods or services; breakdown of or accident to power transmission lines, equipment, machinery or other facilities; inability to obtain any license, permit or other authorization that may be required; or any other unforeseen or irresistible event within the meaning given to the expression “superior force” in Article 1470 of the *Civil Code of Québec*.

- 12.17.2 Except for any obligation to pay all amounts owed the Cree Parties in accordance with the terms of this Agreement, in the event the Affected Party is Galaxy, none of the Parties will have any recourse or claims against, or be entitled to indemnification from, the Affected Party as a result of the Affected Party not performing its obligations under this Agreement as a result of an event of Force Majeure.

12.18 TEMPORARY CLOSURE

- 12.18.1 Galaxy may, at any time during the Term, temporarily suspend or cease operations at the Project (whether or not on a care and maintenance basis and with or without minimal staff for monitoring or other purposes, as Galaxy may determine) as a result of (i) economic conditions, (ii) a continuing event of Force Majeure or (iii) any other reason or combination of reasons that, in the sole discretion and business judgment of Galaxy's board of directors, supports such decision to temporarily suspend or cease operations (a **“Temporary Closure”**), by giving at least thirty (30) day written notice to each of the Cree Parties (a **“Notice of Temporary Closure”**) prior to the effective date of such Temporary Closure. As of the effective date of the Temporary Closure, Galaxy's obligations under this Agreement shall be suspended in full, without affecting the continuance and validity of this Agreement, and Galaxy shall not be held to the performance of its obligations provided for in this Agreement to the other Parties during the period of time commencing on the effective date of such Temporary Closure and terminating on the effective date operations will resume, as specified by Galaxy in a notice in writing to the other Parties confirming it will resume operations at the Project (a **“Notice of Resumed Operations”**); provided, however, that Galaxy shall be required to continue paying all amounts owed to the Cree Parties under

Chapter 9 of this Agreement prior to the effective date of the Temporary closure (but, for greater certainty, not under any other Chapter of this Agreement) in accordance with the terms thereof, during the period of such Temporary Closure.

- 12.18.2 Except for any obligation to pay amounts owed to the Cree Parties as set forth in Subsection 12.18.1, none of the Parties will have any recourse or claims against, or be entitled to indemnification from, Galaxy as a result of Galaxy not performing its obligations under this Agreement as a result of a Temporary Closure.
- 12.18.3 The Parties agree that in the event of Force Majeure during any period of Temporary Closure (commencing either prior to or during a Temporary Closure), the provisions applicable in the event of a Temporary Closure will continue to apply, until such time as Galaxy shall have provided a Notice of Resumed Operations.

12.19 NO IMPROPER BENEFIT AND COMPLIANCE WITH ANTI-CORRUPTION LAWS

- 12.19.1 The Parties acknowledge and agree that the payments effected by Galaxy pursuant to this Agreement are provided exclusively for the purposes set out in the relevant Subsections and shall not be used for any other purpose. In particular, it is not, and shall not, be offered, paid, promised or transferred to any elected official, officer or employee of any of the Cree Parties (collectively an “**Official**”) to secure any improper advantage or benefit in relation to the matters contemplated by this Agreement, either directly or indirectly through a third party.
- 12.19.2 The Parties covenant that:
 - (a) each of them will not, directly or indirectly, in connection with this Agreement, offer, pay, promise to pay, solicit, or authorize the giving of money or anything of value to an official, officer or employee of any of the Cree Parties or to any other person that either has reason to believe will, or is likely to offer, pay, promise to pay or transfer to an official, officer or employee of any of the Cree Parties, for the purpose of influencing the act or decision, or the omission of any act or decision, of such Official in order to obtain or retain any business with or relating to Eastmain or the GCC(EI) or the Cree Nation Government, to direct business with or relating to Eastmain or the GCC(EI) or the Cree Nation Government or to obtain any improper advantage or benefit in respect of retaining any business with or relating to Eastmain or the GCC(EI) or the Cree Nation Government; and
 - (b) in respect of the covenants provided for in paragraph 12.19.2(a), each will comply with all Anti-Corruption Laws.

12.20 TERM AND SURVIVAL

12.20.1 The term of this Agreement ("**Term**") shall be the period between the Effective Date and the date of termination of the Closure Phase, unless earlier terminated pursuant to Section 12.22, subject to survival of the following rights and obligations:

- (a) any dispute resolution process initiated prior to termination of this Agreement;
- (b) any and all covenants relating to confidentiality, as set out in Section 12.15; and
- (c) any payment obligations due or owing to a Party in accordance with this Agreement prior to termination of this Agreement.

12.21 DEFAULT

12.21.1 For the purpose of this Agreement, the occurrence of one or more of the following events constitutes an "**Event of Default**":

- (a) a Party breaches any of its obligations contained in this Agreement, other than any immaterial breach, except as otherwise provided in Paragraph 12.21.1(b) below; or
- (b) Galaxy fails to pay any amount due and payable to the Cree Parties under this Agreement.

12.21.2 Upon an Event of Default by a Party (the "**Defaulting Party**"), any non-Defaulting Party shall be entitled to give written notice of the occurrence of the Event of Default to the Defaulting Party, with a copy to all other Parties, reasonably describing the nature of the alleged Event of Default ("**Notice of Default**").

12.21.3 Upon receipt of a Notice of Default, the Defaulting Party will have a period of thirty (30) days to:

- (a) remedy the alleged Event of Default, to the extent such Event of Default is capable of being remedied; or
- (b) submit the alleged Event of Default,
 - (i) to the dispute resolution process under Chapter 9 of this Agreement by giving a Notice of Financial Dispute, if the Event of Default is the subject of a Financial Dispute;
 - (ii) to the dispute resolution process under Chapter 11 of this Agreement by giving a Notice of Dispute, if the Event of Default is the subject of a

Dispute; or

- (iii) to a court of competent jurisdiction, if the Event of Default is the subject of a disagreement to which the dispute resolution process of this Agreement does not apply, for a final and non-appealable determination.

12.22 TERMINATION

12.22.1 This Agreement shall terminate:

- (a) upon expiry of the Term, without further notice or formality;
- (b) upon the mutual agreement of the Parties at any time prior to the expiry of the Term;
- (c) upon receipt by Galaxy of a Notice of Termination executed by the Cree Parties following the date of Abandonment of Mining Operations;
- (d) upon receipt by Galaxy of a Notice of Termination executed by the Cree Parties, if the commencement of the Construction Phase has not occurred on the date that is five (5) years from the date of the issuance of the initial Certificate of Authorization to Galaxy for the Project;
- (e) upon receipt by Galaxy of a Notice of Termination executed by the Cree Parties, in the event Galaxy:
 - (i) files a voluntary petition in bankruptcy or insolvency or a petition for reorganization, arrangement or compromise under any applicable bankruptcy law; or
 - (ii) consents to any involuntary petition in bankruptcy or if a receiving order is given against Galaxy under any bankruptcy law, or an order, judgment or decree is entered by a court of competent jurisdiction, upon the application of a creditor, receiver, trustee or liquidator of all or a substantial part of the assets of Galaxy;
- (f) upon receipt by the Cree Parties of a Notice of Termination executed by Galaxy, if a Defaulting Party is any of the Cree Parties, or upon receipt by Galaxy of a Notice of Termination executed by all Cree Parties, if the Defaulting Party is Galaxy, and, in each of the foregoing cases, the Defaulting Party has failed to either remedy such Event of Default or submit the Event of Default to the dispute resolution process, including, as applicable, arbitration or a court of competent jurisdiction, as contemplated by Subsection 12.21.3, within the prescribed period;

- (g) upon receipt by the Cree Parties of a Notice of Termination executed by Galaxy, if a Defaulting Party is any of the Cree Parties, or upon receipt by Galaxy of a Notice of Termination executed by all Cree Parties, if the Defaulting Party is Galaxy, if the Event of Default was submitted to the dispute resolution process as contemplated by Paragraph 12.21.3(b), such Event of Default was resolved prior to arbitration by an executed settlement agreement as a result of application of the dispute resolution process provided for in Chapter 9 or Chapter 11, as applicable, or otherwise and the Defaulting Party has failed to comply with the terms of such settlement agreement; or
- (h) upon receipt by the Cree Parties of a Notice of Termination executed by Galaxy, if a Defaulting Party is any of the Cree Parties, or upon receipt by Galaxy of a Notice of Termination executed by all Cree Parties, if the Defaulting Party is Galaxy, if (i) the Event of Default was submitted to the arbitration process included in the dispute resolution process, as contemplated by Paragraph 12.21.3(b), the arbitrator (or arbitrators) has confirmed such Event of Default as a result of application of the arbitration process in Chapter 9 or Chapter 11, as applicable, and the Defaulting Party has failed to comply with the decision of the arbitrator (or arbitrators) or (ii) the Event of Default was the subject of a disagreement excluded from the definition of “Dispute” under this Agreement and submitted to a court of competent jurisdiction pursuant to Chapter 11 or as otherwise provided in this Agreement, such court (or court of higher jurisdiction if subsequent to appeal) has confirmed such Event of Default, all rights of appeal have expired or been exhausted, and the Defaulting Party has failed to comply with the decision of the courts.

For the purpose of this Subsection 12.22.1, “**Abandonment of Mining Operations**” means: (i) the abandonment by Galaxy in accordance with Section 122 of the *Mining Act* of its mining lease granted in respect of the Project, or (ii) Galaxy has provided formal notice of abandonment to the Cree Parties, or has otherwise unequivocally acted in a manner that would lead a reasonable Person to conclude that Galaxy has abandoned or relinquished all of its rights with respect to the Project without consideration therefor.

12.23 LATE PAYMENTS AND PAYMENTS UPON TERMINATION

- 12.23.1 Any payment from Galaxy to any of the Cree Parties effected ten (10) days or more after its due date shall bear interest, calculated on a daily basis, at the rate announced from time to time by the National Bank of Canada, or such other Canadian chartered bank as may be agreed upon between the Parties, as its prime rate, plus ten percent (10%), calculated from the due date of the relevant payment.
- 12.23.2 Upon termination of this Agreement, the Cree Parties shall be entitled to payment in full of any unpaid balance of the Fixed Amount, and any outstanding and unpaid Cree Participation Payment, and the Parties shall continue to be entitled to any amount

payable pursuant to the surviving provisions set out in Subsection 12.20.1, including any amount that may be determined payable subsequent to termination of this Agreement as a result of indemnification obligations arising out of events prior to such termination. It is understood that any amounts owed or payable hereunder by a Party to another Party at the time of termination of this Agreement shall be settled and paid within a ninety (90) day period following such termination, or if such amounts have not been determined or are not then determinable, upon determination of such amounts.

12.24 PRESS RELEASES AND PUBLIC ANNOUNCEMENTS

- 12.24.1 The Parties shall coordinate the preparation, issuance and publication of any and all press releases or similar public announcement with respect to this Agreement.
- 12.24.2 Notwithstanding the above, Galaxy may independently prepare any such press release or public announcement if such is required in the normal course of business, as may be required by Applicable Laws or Authorities Having Jurisdiction, in which case Galaxy shall promptly give notice to the Cree Parties contemporaneously with the issuance or publication thereof.
- 12.24.3 Notwithstanding the above, any of the Cree Parties may independently prepare any such press release or public announcement if such is required by Applicable Laws, in which case, each such Cree Party shall promptly give notice to Galaxy contemporaneously with the issuance or publication thereof.

12.25 AGREEMENT BINDING

- 12.25.1 This Agreement is binding upon and shall enure to the benefits of the Parties and their respective successors and assigns.

12.26 NO THIRD-PARTY BENEFICIARIES

- 12.26.1 Nothing in this Agreement, express or implied, is intended, or will be construed to confer on any Person, other than the Parties to this Agreement, any right, remedy or claim under or with respect to this Agreement.

12.27 NO WAIVER

- 12.27.1 Failure by a Party to insist on the performance of any provision of this Agreement or to exercise any right or privilege or waiver of any breach will not thereafter waive any other terms, conditions or privileges, whether of the same or similar type. All rights, remedies and warranties afforded under this Agreement or at law will be taken and construed as cumulative, that is, in addition to every other right, remedy or warranty provided under this Agreement or by law. Waiver of any right, remedy or warranty

provided under this Agreement shall be effective only if:

- (a) it is in writing and signed by the Party providing such waiver; and
- (b) notice of same has been given to the other Parties.

12.28 FURTHER ASSURANCES

- 12.28.1 Each Party agrees to execute such other documents and to do and perform such other acts and things as may reasonably requested by another Party so that the terms of this Agreement take full effect.

12.29 EXPENSES

- 12.29.1 Except as otherwise expressly provided for in this Agreement, each Party shall bear its own expenses in connection with the preparation, execution and performance of this Agreement.

12.30 NO PARTNERSHIPS

- 12.30.1 Nothing in this Agreement must be deemed to create a partnership, association, employment relationship or an agency relationship between the Parties. The agents, employees and other representatives of each Party are not considered to be agents, employees, and other representatives of the other Parties for any purpose.

- 12.30.2 This Agreement creates no fiduciary relationships between the Parties.

12.31 GOVERNING LAWS AND JURISDICTION

- 12.31.1 This Agreement is subject to laws of general application and it shall be executed and interpreted in a manner consistent with the provisions of the JBNQA and shall be governed by and interpreted, construed and enforced in accordance with the laws of Québec and the federal laws of Canada as applicable.

- 12.31.2 For all jurisdictional purposes, this Agreement is presumed to have been executed in the judicial district of Montréal, in Québec.

12.32 COUNTERPARTS

- 12.32.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Delivery by any Party by electronic transmission of a copy of this Agreement containing a signature page executed by such Party will be as effective as delivery of a manually executed copy of this Agreement by such Party.

12.33 LANGUAGE

- 12.33.1 The Parties have requested that this Agreement and all notices relating thereto be drawn up in the English language. *Les Parties ont demandé que l'entente et tous les avis qui y sont reliés soient rédigés en anglais.*

[Remainder of the page intentionally left blank. Signature page follows.]

**CHAPTER 13
SIGNATORIES**

IN WITNESS HEREOF, the Parties hereto have executed this Agreement in Ottawa on this 14th day of December, 2023.

The **GRAND COUNCIL OF THE CREES (EYYOU ISTCHEE)** The **CREE NATION GOVERNMENT**

Per: *(s) Mandy Gull-Masty*
Name: Mandy Gull-Masty
Title: Grand Chief

Per: *(s) Mandy Gull-Masty*
Name: Mandy Gull-Masty
Title: Chairperson

Witness: *(s) Anthony MacLeod*
Name: Anthony MacLeod

Witness: *(s) Anthony MacLeod*
Name: Anthony MacLeod

The **CREE NATION OF EASTMAIN**

GALAXY LITHIUM (CANADA) INC.

Per: *(s) Raymond Shanoush*
Name: Raymond Shanoush
Title: Chief

Per: *(s) Denis Couture*
Name: Denis Couture
Title: Head of Canadian Operations

Witness: *(s) Daniel Mark-Stewart*
Name: Daniel Mark-Stewart
Deputy Chief

Witness: *(s) Gillian Roy*
Name: Gillian Roy

IN WITNESS HEREOF, the Intervenor has executed this Agreement in Ottawa on this 14th day of December, 2023

GALAXY LITHIUM (ONTARIO) INC.

Per: *(s) Denis Couture*
Name: Denis Couture
Title: Head of Canadian Operations

Witness: *(s) Gillian Roy*
Name: Gillian Roy

**SCHEDULE 1.1.1A
LIST OF CLAIMS**

James Bay Lithium Mine Project Claims

Claim No.	Holder
2126850	GLOI 49%; GLCI 51%
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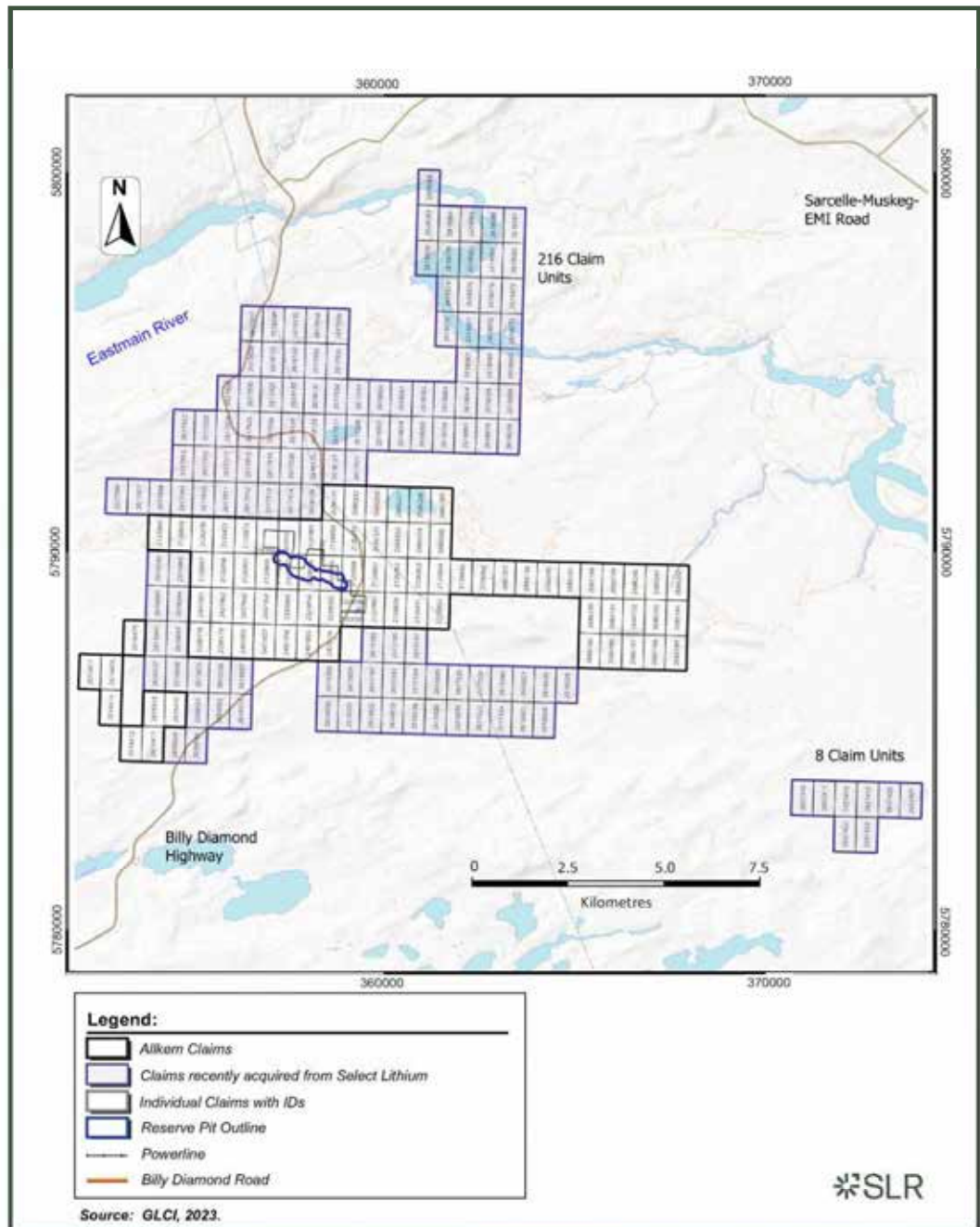
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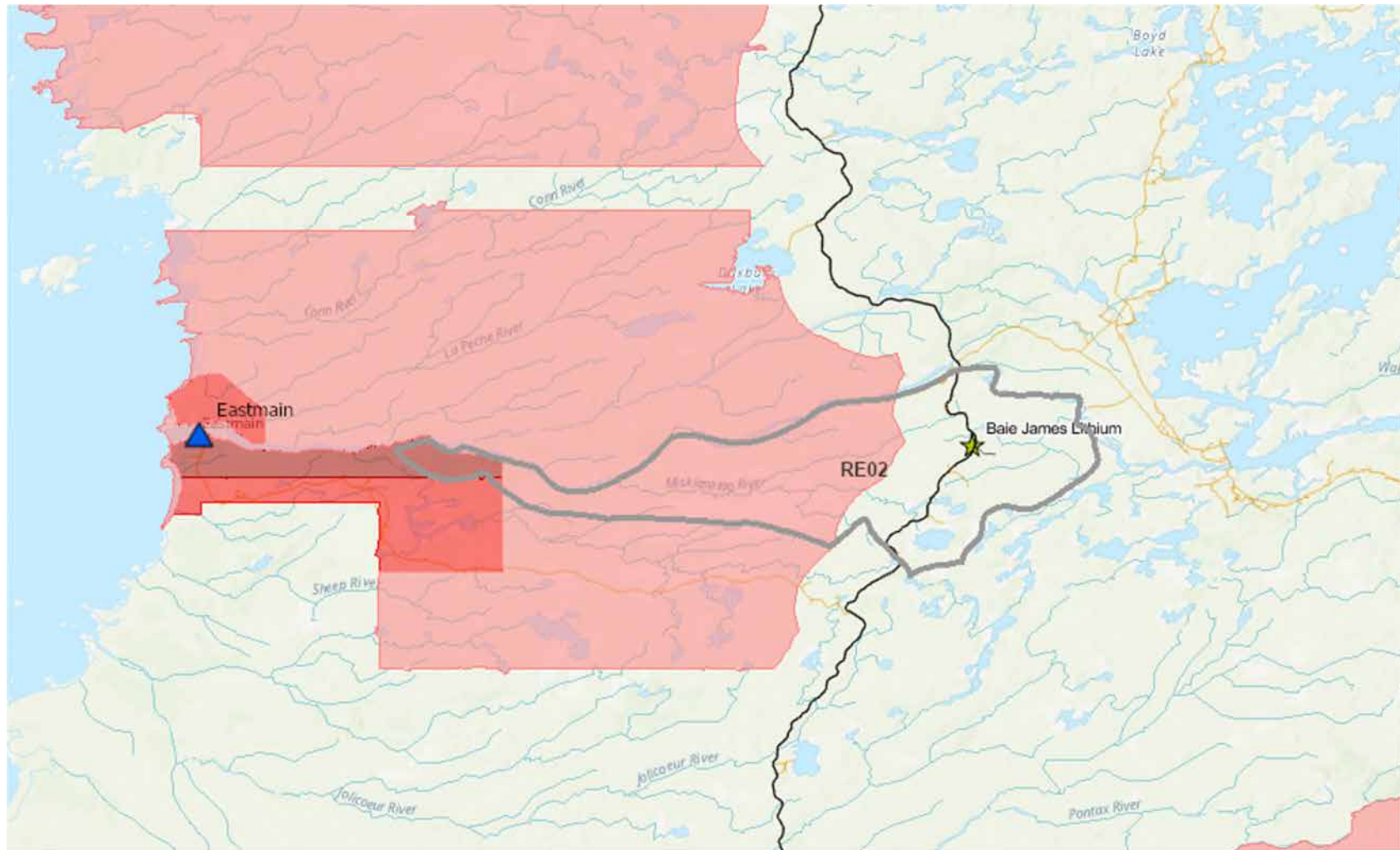
SCHEDULE 1.1.1B MAP OF CLAIMS AREA



**SCHEDULE 1.1.1C
EASTMAIN RE02 FAMILY**

[REDACTED]

**SCHEDULE 1.1.1D
EASTMAIN RE02 TERRITORY**



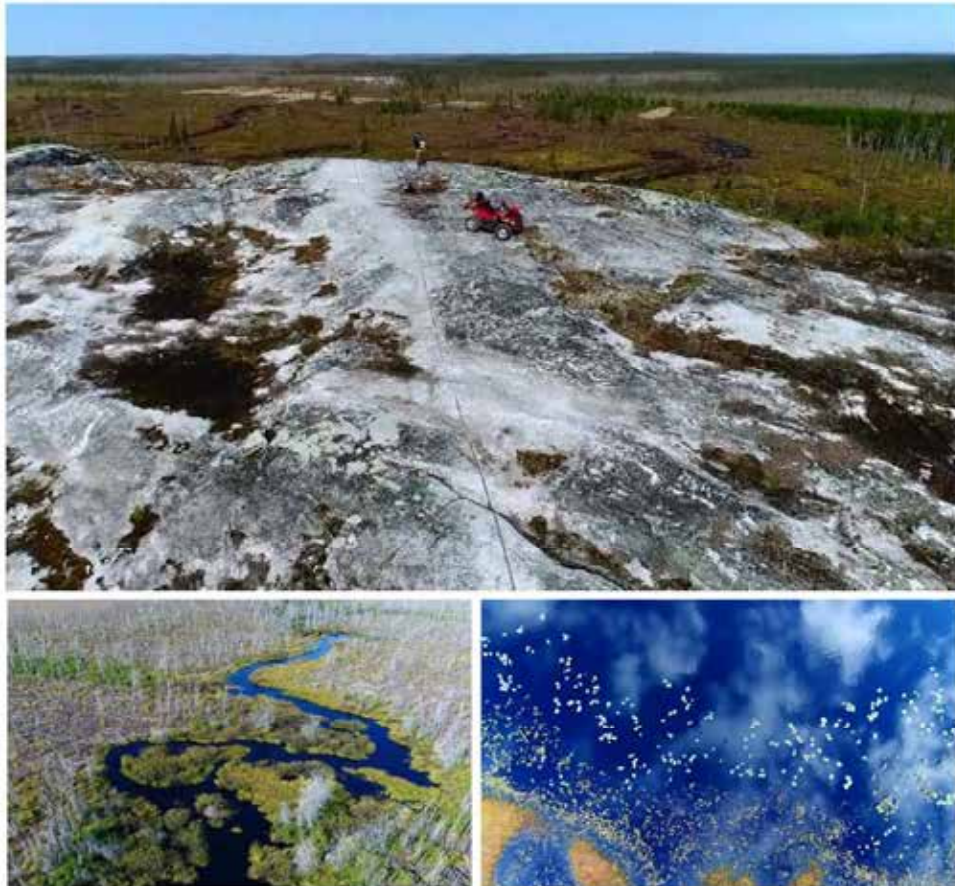
SCHEDULE 3.1.1
PRELIMINARY SUMMARY DESCRIPTION OF THE PROJECT



JAMES BAY LITHIUM MINE

SUMMARY OF THE ENVIRONMENTAL IMPACT ASSESSMENT STUDY

JULY 2022





**JAMES BAY LITHIUM MINE
SUMMARY OF THE ENVIRONMENTAL
IMPACT ASSESSMENT STUDY**

GALAXY LITHIUM (CANADA) INC.

PROJECT NO.: 201-12362-00
DATE: JULY 2022



Presented to:

Environmental and Social Impact Review Committee (COMEX)
(File no.: 3214-14-055)

WSP CANADA INC.
1135 LEBOURGNEUF BOULEVARD
QUÉBEC, QUÉBEC G2K 0M5

TEL.: +1-418-623-2254
FAX: +1-418-624-1857
WSP.COM

SIGNATURES

PREPARED BY



Christine Martineau, Biol. M.Sc.
Project Manager
WSP Canada Inc.

July 19, 2022

Date

APPROVED BY



Caroline Morissette
Director Environment and Permitting
Galaxy Lithium (Canada) Inc.

July 19, 2022

Date

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The report is intended to be used in its entirety. No excerpts may be taken to be representative of the findings in the assessment.

The conclusions presented in this report are based on work performed by trained, professional and technical staff, in accordance with their reasonable interpretation of current and accepted engineering and scientific practices at the time the work was performed.

The content and opinions contained in the present report are based on the observations and/or information available to WSP at the time of preparation, using investigation techniques and engineering analysis methods consistent with those ordinarily exercised by WSP and other engineering/scientific practitioners working under similar conditions, and subject to the same time, financial and physical constraints applicable to this project.

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Overall conditions can only be extrapolated to an undefined limited area around these testing and sampling locations. The conditions that WSP interprets to exist between testing and sampling points may differ from those that actually exist. The accuracy of any extrapolation and interpretation beyond the sampling locations will depend on natural conditions, the history of Site development and changes through construction and other activities. In addition, analysis has been carried out for the identified chemical and physical parameters only, and it should not be inferred that other chemical species or physical conditions are not present. WSP cannot warrant against undiscovered environmental liabilities or adverse impacts off-Site.

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This limitations statement is considered an integral part of this report.



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1 PROJECT SUMMARY

1.1 FOREWORD

An Environmental Impact Assessment (EIA) was prepared by WSP (2018a) and filed with the Canadian Environmental Assessment Agency (CEAA) and the *Ministère du Développement durable, de l'Environnement et de la Lutte contre les changements climatiques* (MDEELCC) in October 2018. In parallel with the EIA analysis process by the federal and provincial authorities, an optimization of the project design was carried out. Additional studies have also been prepared to address the comments or the interrogations of the various government authorities or to acquire a better knowledge of the host territory and thus better define the project, as well as the effects of the project on the environment. A second version of the EIA has therefore been prepared. Major changes from the 2018 summary are highlighted using a different font (Verdana) and presented in bold.

The title of the project is: "James Bay Lithium Mine". Thus, on the maps, the project site is identified by its official title. It should be noted that the mine is non-existing.

1.2 PROJECT LOCATION

The James Bay Lithium Mine project is in the Nord-du-Québec administrative region in the Eeyou Istchee James Bay territory. It is located approximately 10 km south of the Eastmain River and 100 km east of the James Bay. The project is on Category III lands of the James Bay Northern Quebec Agreement. The lands subjected to the mining claim of the James Bay Lithium Mine project are easily accessed by the **Billy-Diamond Road (formerly James Bay Road)**. This road crosses the James Bay property at kilometre 381, close to the truck stop managed by the *Société de Développement de la Baie-James* (SDBJ). The regional project location is shown on Map 1.

1.3 GENERAL PROJECT DESCRIPTION AND IDENTIFICATION OF THE MAIN CHANGES COMPARED WITH 2018

The following infrastructures are planned for the James Bay Lithium Mine project. These are conventional facilities for an open pit mining operation (Map 1). They include the following:

- a pit;
- an industrial sector;
- areas to stockpile material;
- water retention basins;
- administrative and operations buildings;
- work camp;
- water treatment plant (WTP);
- maintenance facilities including warehouses, laboratories and emergency services;
- explosives magazine.

The material will be mined from a pit using drill rigs and blasting. Excavators will be used to load large mining trucks that will carry the material for processing in the concentrator in the industrial area. The overburden and waste rock will be transported to their designated stockpiles.

The onsite treatment will consist of a spodumene concentration process. The concentrator will allow for the separation of the material to obtain spodumene concentrate (product). The selected process involves the crushing of the ore followed by a physical separation.

Arens to stockpile and store material will be built at the project site. Materials that require stockpiles are: run of mine (ROM), waste rock and filtered tailings, spodumene concentrate, overburden and topsoil. **Four combined stockpiles will be built to store the waste rock and tailings, in addition to a ROM storage stockpile and a stockpile for the overburden and topsoil. All storage areas are designed to minimize the environmental impacts.**

Water is used throughout the plant to wash and rinse the material. It will be recovered and recycled using dewatering screens, tails thickener and tails filtration. Recirculation of the water will be facilitated by the fact that no chemicals are present in the tailings. Water will be taken from the main water retention basin as needed. **Runoff water from the site will be directed to water storage ponds. The effluent will be treated before being discharged into the natural environment, in accordance with applicable federal and provincial requirements.**

The collection and sorting of reusable, recyclable and waste materials (whether harmless or hazardous) will be carried out on-site. Waste will then be managed by specialized and authorized contractors and transported off-site to a certified disposal site or toward appropriate services, **outside the limits of the project site.**

Additional infrastructure related to the development and to ensure proper management of the site will be required, namely:

- an administrative and operations building;
- an autonomous work camp;
- a tank farm for the fuelling of the machinery, for heating purposes and for backup generators.

Galaxy is planning to connect the mining site to Hydro-Québec's power distribution system, **by a 69 kV power line. This will require up to 11 km of additional powerlines, depending on the route established by Hydro-Québec. The site will also be connected to the optic fiber or cellular data network.**

Following the end of mining operations, rehabilitation measures will be taken to bring the receiving environment **in a state compatible with the surrounding environment and its original state. These measures will involve the management of the mining complex, waste rock, tailings and water from the treatment, as well as the dismantling of infrastructures and the administrative and ore processing facilities. A progressive rehabilitation approach will be deployed.**

Galaxy plans to start construction works at the mine **in 2023** for its commissioning in **2024**. According to the latest estimate, the mine will be in operation during **18,5 years**.

The project has been subject to some modifications following the 2018 EIA (Map 2), the main ones concern:

- **storage areas: development of four waste rock and tailings piles instead of a single stockpile in 2018, relocation of the overburden and topsoil stockpile compared to 2018;**
- **the larger size and fewer number of trucks to transport concentrate and trucks used to carry the ore to the crusher compared to 2018;**
- **haul roads which favor shorter trips compared to 2018;**
- **the location of the concentrator, the workers' camp and the service building, which are now closer to the Billy-Diamond road compared to 2018;**
- **the location of the explosives warehouse, which was moved further northwest compared to 2018.**

1.4 PHYSICAL SETTING

The climate of the proposed project location is of subarctic continental type. It is characterized by a very cold and long winter and a short and cool summer with limited precipitation, which lasts all year long. The coldest month is January with an average temperature of -23.2°C, and July is the warmest month with an average temperature of 14.2°C. The total annual precipitation in the area is 697.2 mm, of which 453.8 mm fall as rain and 261.3 mm as snow. The average annual wind speed is 14.5 km/h. The prevailing wind is primarily from a western direction throughout the entire year, except for October, November and December when the prevailing direction is from a southern sector.

The surface deposits in the proposed mine location are mainly till (sandy) and clay deposits. Based on the information collected as part of the investigations for this project, the rock underneath corresponds with a class II fractured aquifer, meaning the aquifer is a potential source of drinking water. The till at the surface in the proposed mine location is mainly comprised of silty and gravelly sand with traces of clay. It is moderately permeable and has a low aquifer potential.

The proposed project is located inside the Eastmain River watershed. Three lakes are located immediately near the proposed pit: Asini Kasachipet, Kapisikama and Asiyani Akwakwatipusich Lakes (Map 3). The Asini Kasachipet Lake drainage channel, the CE3 stream, flows east to the unnamed lake and then flows into Asiyani Akwakwatipusich Lake. Kapisikama Lake is isolated throughout most of the year. Its drainage channel is the intermittent CE4 stream, that is only visible during the snow melt period. It also flows east toward Asiyani Akwakwatipusich Lake. CE1 and CE2 streams, both located north of the project site, flow west toward the Miskimatao River and later join the Eastmain River. CE5 stream, south of the project site, flows east and also joins the Eastmain River.

Around the proposed mine location, the waterbodies are natural and are not affected by any forms of pollution that originate directly from human activity. Measurements taken on site showed that pH and dissolved oxygen values were low and that the surface water is very acidic. The nature of the soil and the vegetation are the main causes of these conditions. Although the concentrations of a few trace elements were higher than the recommended criteria in the surface water samples, they were within a natural range for Canadian surface waters. Certain groundwater and sediment analyzed samples exceeded the water quality / sediment criteria for different metals, but as for surface water they are still within the range of the possible natural conditions.

1.5 ENVIRONMENTAL SETTING

On a regional scope, the proposed project site is located at the northeastern boundary of the Abitibi and James Bay Lowlands natural province. This zone is characterized by large even plateaus punctuated with hills, featuring vast fens and bogs often beginning at the shores of James Bay and extending 100 km inland.

Forest fires have a major impact on plant group structure and composition. Three recent forest fires (2005, 2009 and 2013) in the project area have significantly impacted the site to the point where the short- and long-term development of existing stands could be disrupted. In fact, the repeated disturbances could significantly limit their regeneration. Evidence of the recent fires is still visible, notably through the sparse nature of the newly growing black spruce and jack pine.

Land environments account for a small portion of the proposed project site. Scrubland is the most abundant plant group in the area. Their shrub layer is mainly comprised of the jack pine and black spruce regenerated after the forest fires, as well as trembling aspen, white willow, velvetleaf huckleberry and sheep laurel. The black spruce-lichen forest and the jack pine forest are the two main land groups observed in land wooded areas. In both cases, the velvetleaf huckleberry, sheep laurel and regenerating black spruce are generally the dominant species in the shrub layer; the spruce forest, in turn, is often home to Labrador tea.

Organic wetlands (peatlands) prevail in the proposed mine area, covering most of the total surface of the project site. Peatlands are either bogs or fens. The bogs in the proposed project area are the largest and most frequently encountered groups. Bogs are essentially supplied by precipitations (rain and snow). The bog surface is often raised relative to the surrounding landscape and isolated from mineralized soil waters. The surface waters of bogs are strongly acid and the upper peat layers are generally nutrient poor; this has an impact on the composition and diversity of the area's vegetation. The plant community is dominated by peat forming mosses, shrubs and black spruce trees. Fens are characterized by a very slow internal drainage. While they are also supplied by precipitations (rain and snow), they also receive flowing water enriched by minerals from the soil of neighbouring habitats. The vegetation in fens usually reflects the water quality and quantity available, resulting in three basic types: fens without trees or shrubs, shrub fens, and treed fens.

Wetlands and lands around the proposed mine location have a very limited potential for special-status plant species, mainly due to the environment's low biodiversity and numerous disturbances such as severe forest fires, which significantly modified the plant communities in the study area over the last few years.

Seven fish species were found in the lakes and watercourses around the proposed project' site in two fishing efforts realised in 2012 and 2017. **In addition, another inventory was carried out in 2019 and aimed at verifying mercury levels in fish flesh. Although all fish have a certain mercury content, no sample exceeded the comparison criterion.** The fish species caught in each water bodies are shown in Table 1.

Three species of large mammals are likely to frequent the project area of the natural environment: caribou, moose and black bears. In the proposed project area, the availability of food used by black bear is likely determined by the occurrence of wetlands and disturbed habitats. The latter are key to produce berries on which the bear relies to build up its fat reserves. Disturbed habitats are primarily represented by habitats undergoing regeneration following two fires. Moreover, Cree users reported that bears visit the remote landfill in search of food, making this a good hunting area for this species. In short, the overall study area represents a potential suitable habitat for black bear.

The moose density in Quebec's boreal forest is linked to an unproductive habitat. The moose density in hunting zone 22, which the project site is a part of, is among the lowest in the Quebec province. In hunting zone 22, an average of **120** moose per year were hunted from **2016 to 2020**. Among these, **according to the information on the killing sites provided by the MFFP, an average of 15 moose were taken per year in the large wildlife study area.**

Caribou benefits from dual protection, at both the federal and provincial levels. Areas providing the highest probability of occurrences are generally residual forest islands formed after forest fires. The habitat available within a 10-km range of the centre of the projected mine is very fragmented. Therefore, due to its high disturbance rate, the study area offers poor habitat conditions for woodland caribou. Moreover, an aerial survey of 40 km by 40 km around the proposed mine site did not allow for the identification of any caribou.

A bird aerial survey allowed for the identification of 47 specimens of eight species of waterfowl and aquatic birds around the project' site. In addition, an osprey flying over the Eastmain River was observed. The most abundant species was the Canada goose with 19 individuals counted. Additionally, 33 individuals representing six species were noted during ground survey activities. The most abundant species observed on the ground were Wilson's snipe, the common loon and the solitary sandpiper.

Thirty-two (32) terrestrial bird species were seen in 2017 around the proposed project' site. The area with the largest number of breeding bird species was the wetland habitat, followed by the open and softwood stand habitats. The densest area with breeding pairs was found in open habitats, followed by softwood stands and wetlands, all species combined. The dark-eye junco and the white-throated sparrow were the dominant species in all three areas.

The common nighthawk, a designated special-status bird species both on the provincial and federal lists, was observed near the project' site. Two more species are also listed: the rusty blackbird and the bald eagle. The rusty black-bird frequents swamps, beaver ponds and peatlands, all of which are still well represented habitats in the proposed mine location and the surrounding areas. As for the bald eagle, suitable habitats for feeding and nesting are available in the study area, although the species was not detected during the 2012 and 2017 surveys.

A dramatic increase in bat mortality has been observed since 2006–2007, due to a disease named the white-nose syndrome (WNS). The presence of WNS has been confirmed in northern Quebec. In 2014, due to the spread of this disease, the little brown myotis and the northern myotis were classified as "endangered" in Canada. Acoustic monitoring conducted during the breeding and migration periods in 2017 confirmed the presence of *Myotis* bats as well as Big brown bat and Hoary bat. Bats choose swamps, bogs, beaver ponds, lakes and watercourses as hydration and foraging habitats. While most of these key elements can be found around the project' site, mature forests have almost completely disappeared due to forest fires in the last decade. Also, no natural cavity was found in the sector and therefore there is no likelihood of bat winter resting ground in or around the project' site.

Table 1 Fish species in lakes and watercourses

	CE1	CE2	Asini Kasachipet Lake	CE3	Asiyan Akwakwatipusich Lake	Kapisikama Lake	CE4	CE5
White Sucker ¹ 				X	X			X
Lake Chub ² 		X		X	X			X
Northern Pike ³ 					X			X
Yellow Perch ³ 						X		
Trout Perch ² 								X
Brook Trout ³ 	X	X		X			X	X
Brook Stickleback ² 			X	X			X	X

¹ Image Source: Joseph R. Tomelleri.

² Image Source: New York State Department of Environmental Conservation.

³ Image Source: Sentier Chasse-pêche Magazine.

1.6 SOCIAL SETTING

The community found in the project study area is Eastmain. The planned mining infrastructure is located on the RE2 trapline. The study area, located in the trapline's eastern section, covers nearly half of its area. It is bordered to the north by the Eastmain River. The Eastmain River segment and a sector with larger lakes in the south are the most frequented. Activities are also carried out along the **Billy-Diamond** Road since it is easily accessible. The main activities carried out on the traplines are hunting, fishing and trapping of fur-bearing animals. It takes place year-round, according to specific practices and timetables.

Two permanent encampments are found in the study area, along the **Billy-Diamond** Road. One of these, built in 2016 and located 7 kilometres northwest of the project site, includes a single camp. The second encampment, less than 10 kilometres south of the project site, includes four camps and a tipi. These camps are the users' main camps and may be frequented year-round. Some temporary encampment sites are also present along the Eastmain River. Tents can be set up there, when needed, mainly during moose hunting or for fishing.

The project study area does not have any protected areas. A biodiversity reserve is planned north of the Eastmain community, on a piece of land that cuts across the Wemindji community's land, 60 kilometres north of the proposed mining site.

In addition, 27 areas with prehistoric archaeological potential have been targeted within the proposed project area. These sites are those that are most likely to contain remains attesting to a human presence from prehistoric time up to the twentieth century. **The field validation of the archaeological potential of the targeted sites in the footprint of the proposed project was carried out in the summer of 2021. In all, 322 boreholes were opened without revealing any archaeological witnesses.** However, ancient human presence is evidenced by both the toponymy and the existence of at least one archaeological site east of the mound where the pit will be built (about 400 m). This site is near the km381 truck stop.

1.7 PROJECT IMPACTS

The project infrastructures were set out to limit environmental impacts.

Runoff and infiltration water from the accumulation areas and the entire site will be collected in drainage ditches and then directed to the main water retention basin. Appropriate wastewater management will be applied. Before being released into the receiving environment, the water will be treated to meet the applicable discharge standards.

Watersheds of the following watercourses **CE3, CE4 and CE5** will be impacted due to the presence of the mine infrastructures. **Watersheds from watercourses CE1 and CE6 will not be impacted by the project.** Because it will receive the mine effluent, the CE2 stream flow will increase. **A rise in water levels from 3 to 13 cm is expected during the baseflow periods of summer and winter, downstream of the outlet. For CE3 stream, a slight decrease of 1 to 3 cm is expected for baseflow and year-averaged water levels. Whereas during the flood period, a decrease in water levels of up to 7 cm is expected.** CE4 stream water levels will decrease by **2 to 9 cm** from the junction with the **Billy-Diamond** Road to its connexion to Asyian Awkawatipusich Lake. **During baseflow periods, the decrease in flow is such that it is expected that there will be no more flow but simply pooling water, with water level maintained by the hydraulic controls present in the stream. Kapisikama Lake will gradually dry up as mining progresses, starting Year 4.**

Apart from the draining of the Kapisikama leading to a loss of habitat for the Yellow Perch, the project impacts on fish are expected to be low. Follow up studies on fish community required by the federal and provincial regulations will validate this evaluation. Effluent water quality will be continuously monitored to assure compliance with federal and provincial standards.

The apprehended impacts on vegetation are mainly related to the destruction and modification of natural habitats. These impacts are caused by deforestation and excavation, necessary for land preparation and the construction of temporary or permanent infrastructures. Work required to develop the future mining infrastructures will result in the transformation of approximately **145 hectares** of terrestrial and **305 hectares** of wetlands, **including a buffer zone of 50 m around the infrastructure, i.e. 35 m of planned deforestation and an additional 15 m of indirect impact.** In comparison, in Eastmain traditional lands, the recent forest fires have destroyed 691,294 hectares, while 3,077 hectares were disturbed for powerline constructions. **The restoration of the site will include revegetation of the various infrastructure areas. Stockpile areas and other impacted surfaces will be revegetated in order to stabilize the site and allow for complete restoration of vegetation as quickly as possible.**

Four species of bats are susceptible to be present (three confirmed) in the study area and bats from the *Myotis* genus are special-status species. **Considering the very low use of the site by bats, the poor quality of the available habitats and the planned mitigation measures, the potential effects of the project are however considered minor.** This trend is similar with regards to birds and the impacts on this component are also considered minor.

Habitat loss and fragmentation are the main direct impacts of the project on large wildlife (caribou, moose, black bear). These impacts will lead to a change in the natural behavior of large wildlife and their movements. Accidental mortalities of large fauna could also occur during collisions with vehicles.

Mine activities will result in various nuisances that could potentially affect the quality of the atmospheric, light and sound environment, groundwater and surface water, as well as vibrations experienced by land users in the mine sector, or by the km 381 truck stop workers and visitors, even if the regulatory requirements are met. Since the site is in an isolated setting, the current air quality in the proposed mine area is considered very good. Air quality will be affected by mining operations that alter the air parameters through increased particulates. However, the results of the atmospheric dispersion modeling show that **for all metals and gaseous elements, the maximum modeled concentrations comply with the standards and criteria, with the exception of the Canadian standard on nitrogen dioxide over the 1-hour period which reaches the first users. Crystalline silica also exceeds criteria (1-hour and annual). For the 1-hour criterion, the limit is not frequently exceeded. However, no exceedances are observed at sensitive receptors. The implementation of the dust management plan will make it possible to monitor the concentrations emitted into the atmosphere and to apply the appropriate mitigation measures in order to limit the impacts.** For noise, the computer modeling study shows that sound levels will also be below applicable regulation limits. Noise levels will increase but will remain acceptable.

Because of its remoteness, sources of vibration in the proposed mine area are almost non-existent. Vibrations will occur while blasting in the pit. Vibration thresholds will be respected at the km 381 truck stop and in other sensitive areas around the pit.

The only current artificial night light transmitter is the km 381 truck stop. Changes are expected due to the addition of artificial light to Galaxy's permanent facilities, as well as to the operating activities.

The drinking water supply of the km 381 truck stop will remain unchanged. The drawdown of the water table associated with the pit will be minimal at the truck stop wells.

The project will result in the loss of use for portions of territory and areas valued by users where the mining infrastructures will be located. Indeed, several large animal species are hunted in the study area, particularly moose, black bear and caribou. Small game and fur-bearing species are also hunted (porcupine, lynx, fox, beaver, marten, otter, muskrat), as are waterfowl. Fishing, trapping and snaring (hare, etc.) are also practiced and could be affected, as concerned species may temporarily avoid or stay away from the sector. However, the Cree land use has been subjected to past impacts, such as loss of land due to flooding, loss of terrestrial fauna and flora caused by forest fires, habitat fragmentation with roads and powerlines, and the presence of the truck stop. The area directly impacted by the project infrastructures is small compared to these events. Furthermore, part of the proposed project is on land that have been destroyed in the 2005, 2009 and 2013 forest fires and will require decades to completely regenerate. However, the tranquility of the site in the periphery of the mine site could also be affected by the activities of the mine. Users who are used to traditional activities in the planned infrastructure sector may also perceive that their security is compromised by the new vocation of the site. Communication measures will be put in place and monitoring reports made available. A schedule of the main traditional activities will be established with the representatives of the Cree Nation of Eastmain, and time slots for construction stoppages will be set according to these activities. For safety reasons, an exclusion zone for traditional activities will be established in collaboration with the tallyman.

Hunting and fishing activities for workers and contractors will be prohibited to limit the pressure on the resource around the project area. **Firearms and fishing equipment will not be permitted on chartered flights used by workers travelling to the mine by air, which will be the case for the majority of workers.** Employees travelling to the mine by road will be required to stop at the mine entrance to identify themselves and declare that they are not carrying any hunting or fishing equipment. All incoming and outgoing vehicles will be systematically searched, as on most industrial sites. Disciplinary measures will be imposed on employees and subcontractors who do not comply with the clauses of their contracts. The importance of complying with regulations on hunting, fishing and trapping on the territory will also be discussed during employee orientation days. If employees wish to visit an outfitter on their days off, they will be responsible for obtaining the necessary permits in accordance with the regulations in effect. In addition, if employees ask to do specific fishing activities, a plan could potentially be developed.

Land users say they fear noise, vibrations and air pollution that could be harmful to wildlife and regenerating vegetation since the 2013 forest fire. The mine activities will disturb game animals at the mine site; this game will move a little farther in similar habitats that may be quieter. This could therefore contribute to increasing the density of species in the sectors where the game will have moved. Thus, trapping and hunting activities that usually take place within a certain radius around the mine project site will be relocated.

The traffic generated by the project will constitute a source of nuisance caused by noise and dust, as well as an increased risk of accidents along the Billy-Diamond road between Matagami and km 381. No village is located near the road, although camps are set up there. Twenty Cree traplines, attached to the Cree Nations of Eastmain (2 traplines), Waskaganish (7 traplines), Nemaska (4 traplines) and Waswanipi (7 traplines), are crossed by the road or are located less than 2 km from the latter. The presence of road access facilitates, in its surroundings, the installation of Cree camps, and the development of traditional activity areas (hunting, fishing and trapping). Thus, in addition to the presence of camps, the roadside can be used for parking, traffic (on foot, snowmobile or ATV), activities, or to reach other trails.

Moreover, users who frequent the study area are already familiar with the presence of trucks on the road. Galaxy has also already met with land users to share information about the project, the expected impacts and the planned management measures. Concerns and expectations were shared with galaxy, particularly in relation to travel habits, main access sites to camps, snowmobile trails and animal crossings. Mitigation measures will also be applied to limit the nuisance associated with airborne contaminants and noise. In addition, a traffic management plan will be put in place. Appropriate signage will be provided from the Billy-Diamond road to announce the mining site. Galaxy workers and contractors will be made aware of traditional Cree practices to minimize disruption. An effective complaint management and follow-up system will be operated by Galaxy in order to provide solutions to problems that may be raised by the local population.

About **280** workers will be required for construction and **a maximum of 167** workers will be needed to operate the mine. Training will be provided. On a regional scale, activities and business at the truck stop, hotels and at the airport will increase. Circulation on the Billy-Diamond Road will also increase with the addition of trucks moving from the mine site to Matagami. As such, business development is also expected at the Matagami transshipment centre.

Many improvement measures are proposed to encourage the hiring of Cree workers, including women and young workers, and to reduce obstacles or constraints to employment (e.g. worker integration mechanisms such as information and a Cree employment counsellor, etc.), particularly in the Impact and Benefit Agreement (IBA) being developed with the Cree Nation of Eastmain.

1.8 RISK MANAGEMENT

During the construction, operation, rehabilitation phases, there are risks that potentially hazardous events could impact environmental components. Unexpected events occurring independently of the activities or conditions normally associated with a project's performance are considered accidents or malfunctions.

The first line of defence against accidents and malfunctions is the introduction of best practices in the areas of health and safety and environmental protection. Being located a fair distance from any permanent dwellings, the James Bay Lithium Mine project poses very little risk to the populations in the area in the event of an accident (the only exception being the truck stop). An accident could nonetheless impact the persons and property at the site, as well as the environment. The site's location, far from resources that could be deployed, makes it important to identify risks and ensure that resources are put in place to be able to respond diligently and confidently in the event of a major accident.

Measures to minimize risks were incorporated into the design, planning and implementation phases and will therefore be in place throughout the life of the project. The purpose of implementing such measures is to reduce the likelihood of unforeseen accidents and malfunctions occurring. The implementation of preventive measures will also reduce the impact of potential accidents. This approach is part of a stewardship initiative aiming to reduce risks at the source while mitigating their impacts on the environment.

Galaxy is committed to ensuring that the risk management process ensure that the plausible consequences of any accident scenarios that have been identified are sufficiently reduced to keep risk levels as low as reasonably achievable.

SCHEDULE 6.3.1 WEDC SERVICES

- Relationship management with the Eastmain RE02 Family and Tallyman of the Eastmain RE02 Territory on whose trapline the Project is located, for all aspects regarding business development opportunities for members of the Eastmain RE02 Family.
- Administrative work in relation to the involvement of the Eastmain RE02 Family and Tallyman of the Eastmain RE02 Territory in any business or commercial endeavor linked to the Project (invoicing, subcontracting, payroll, etc.).
- Facilitating community visits/consultation sessions with members of the Cree Nation of Eastmain for Galaxy.
- Provide office space, conference rooms and emergency standby rooms for Galaxy representatives and employees.
- In-community transportation services for visits of Galaxy representatives.
- Arrangements for lodging for visits of Galaxy representatives.
- Resources allocation to facilitate contracting process between Galaxy, the WEDC and members of the Cree Nation of Eastmain:
 - Chief Executive Officer (addressing local concerns);
 - General Manager
 - Business Management;
 - Operation Management;
 - Human resources services;
 - Legal Services;
 - Accounting Services;
 - Project Management team;
- Hiring of local dedicated resources to service Galaxy.
- Facilitation of community relations/Cree participation in regard to contracts to be awarded by Galaxy to third party suppliers to maximize Cree participation and employment in such contracts.

- Arrangements in regard to training of Cree members involved in business opportunities tied to the WEDC as well as with Galaxy and third party suppliers.
- Communications and overall relationship with Apatisiwin Skills Development and obtaining of funding/subsidies for training initiatives for Cree workers involved in the services contracts of the operation of the Project.
- Communications and relationship management with the Cree Nation of Eastmain, the Cree Nation Government and the Board of Directors of the WEDC (for example regular reporting, etc.).
- Recruitment services (employees) for members of the Cree Nation of Eastmain to work on Galaxy /third party contracts.
- Identification of, negotiation with and hiring of local Cree subcontractors in the context of the Project.
- Support for local Cree subcontractors and negotiations on their behalf.
- Management of relationship with other Cree communities and businesses.
- Hiring of Cree businesses and employees for services contract from other Cree communities.
- Advertisement for local hiring for services contracts (social media, traditional postings, etc.).
- French/English to Cree translation services (verbal) for meetings and hiring purposes.
- Attendance at weekly meetings with Galaxy representatives to discuss operations and Project development and reporting to community members.
- Contract development and implementation for maximization of Cree employment.
- Development of tax strategies in relation to Cree workers and businesses (eg: to protect tax exemptions) to maximize Cree benefits while working for Galaxy contractors.
- Search for Cree subsidies in regard to contracting, employment and training.
- Assistance in devising Cultural Awareness Program for non-Indigenous employees of Galaxy.

SCHEDULE 6.7.1

LIST OF EXCLUDED CONTRACTS DURING THE OPERATIONS PHASE AND THE CLOSURE PHASE

- Fuel, propane and lube, subject to an existing contract entered into between Galaxy, the Intervenor or one of their Affiliates and a supplier before the Effective Date, which provides for exclusivity of such supply to Galaxy, the Intervenor or one of their Affiliates;
- Specialized mining equipment;
- Explosives and accessories;
- Flocculants and all chemicals and reagents for milling and water treatment;
- Rockbolting, strapping, meshing and shotcreting;
- Engineering and professional services;
- Proprietary systems; and
- Other contracts to be identified by Galaxy and as may be agreed to by the Parties acting reasonably.

SCHEDULE 9.4.3

[REDACTED]

SCHEDULE 10.13.1
RULES OF PROCEDURE OF THE IMPLEMENTATION COMMITTEE

1. INTERPRETATION

All capitalized terms used in these Rules of Procedure have the meaning ascribed to them in Chapter 1 of this Agreement, unless the context suggests otherwise.

2. BUSINESS

2.1 Notice and Location of Meetings

The members of the Implementation Committee (hereinafter the “**Members**”) shall call and hold their first meeting no later than six (6) months after the Effective Date and subsequently, at least once per quarter, except as otherwise provided in Section 3 of these Rules of Procedure. In addition, the Implementation Committee may hold special meetings for the purpose of addressing and resolving specific significant issues and critical matters which may arise requiring prompt action.

Regular meetings of the Implementation Committee will be called by the chairperson of the Implementation Committee by giving at least fifteen (15) day written notice to all Members.

Special meetings of the Implementation Committee may be called by the chairperson or any two (2) Members appointed by Galaxy or any two (2) Members appointed by the Cree Parties by giving a reasonably shorter written notice to all Members.

The secretarial services of the Implementation Committee shall prepare and distribute the notices of meetings to the Members, which notices will state the time and place of the meetings and the matters to be discussed. The Members may agree to discuss matters other than those stated in the notice.

As mutually agreed to by the Members, regular meetings of the Implementation Committee will be held either in the Cree community of Eastmain, at the Mine Site or at any other place, subject to Paragraph 2.3.1 of these Rules of Procedure.

2.2 Chairperson

The Cree Parties and Galaxy shall alternate in appointing a Member to serve as chairperson of the Implementation Committee for a period of one (1) year. Galaxy shall appoint the first chairperson.

The chairperson shall:

- (a) preside the meetings of the Implementation Committee;

- (b) facilitate consensus amongst the Members, provided however that in the event of a tie, the chairperson shall never have a casting vote; and;
- (c) perform any other functions assigned to him in writing by the Implementation Committee.

The Chairperson shall not have, in any circumstances whatsoever, a casting vote.

2.3 Participation

The President of Galaxy, the Grand Chief and Chairperson of the GCC(EI)/Cree Nation Government and the Chief of Eastmain may attend any regular or special meeting of the Implementation Committee, the Environment Committee and any other subcommittee established by the Implementation Committee pursuant to Subsection 10.10.1 of this Agreement, either in person or by telephone, electronic or other communication facilities, without any prior notice.

As may be required, the Implementation Committee may, at its sole discretion, invite personnel of a Party or any other individual to attend and participate in its meetings.

A meeting of the Implementation Committee may be held entirely by telephone, electronic or other communication facilities in order to allow all Members and invitees participating in the meeting to communicate with each other simultaneously and instantaneously.

A Member may participate in a meeting by telephone, electronic or other communication facilities in order to allow all Members and invitees participating in the meeting to communicate with each other simultaneously and instantaneously. A Member or invitee participating in such a meeting by such means shall be deemed to be present at the meeting.

2.4 Secretarial Services

Galaxy shall provide secretarial services to the Implementation Committee which will include preparing and distributing notices and agendas of meetings of the Implementation Committee, and preparing, distributing and keeping minutes of meetings, including a list of action items for follow-up after meetings.

2.5 Attendance and Review of Documentation

Members shall attend regular meetings of the Implementation Committee. In the event of recurrent non-attendance by a Member, the Party that appointed such Member shall appoint a new Member.

Prior to meetings of the Implementation Committee, Members shall review all documents or materials attached to any notice of meeting and shall be prepared to discuss such documents or materials at the meeting.

2.6 Quorum

Quorum for a meeting of the Implementation Committee consists of a minimum of four (4) Members consisting of at least two (2) Members appointed by Galaxy and at least one (1) Member appointed by each of Eastmain and the GCC(EI)/Cree Nation Government. Notwithstanding the preceding, the GCC(EI)/Cree Nation Government may waive their participation for quorum purposes, provided that the two (2) Members appointed by Eastmain participate in such meeting.

If the quorum is not reached, the Implementation Committee shall, as soon as possible and within a maximum delay of thirty (30) days, call another meeting of the Implementation Committee.

2.7 Confidentiality

Unless otherwise agreed by the Implementation Committee, the discussions at meetings, minutes and reports of the Implementation Committee, the Environment Committee and any other subcommittee established by the Implementation Committee pursuant to Subsection 10.10.1 of this Agreement and any information provided or received by its Members or members of such other committees in the context of their functions shall be deemed Confidential Information and shall be treated accordingly.

Invitees at meetings of the Implementation Committee, the Environment Committee and any other subcommittee established by the Implementation Committee pursuant to Subsection 10.10.1 of this Agreement, shall be required to sign the Confidentiality Undertaking attached hereto as Schedule A of these Rules of Procedure.

2.8 Remuneration

Members of the Implementation Committee shall not be remunerated for their work on such committee, except for any arrangements between a Member and the Party which appointed him.

3. CLOSURE PHASE AND TEMPORARY CLOSURE

3.1 Frequency of Meetings

During the Closure Phase, the Implementation Committee may adjust the frequency of its meetings.

In the event of a Temporary Closure as provided for in this Agreement, the Implementation Committee shall continue to meet formally at least once per year.

**SCHEDULE A OF THE RULES OF PROCEDURES OF THE IMPLEMENTATION COMMITTEE
CONFIDENTIALITY UNDERTAKING – INVITEES**

[INSERT NAME OF COMMITTEE]

During the course of your attendance at any meeting of the [INSERT NAME OF COMMITTEE], you are considered to be an "**Invitee**" and any information which you have access to or become aware of during a meeting or in connection thereto, is deemed confidential and shall be treated accordingly as Confidential Information and used solely for the purpose for which it was conveyed to you. The [INSERT NAME OF COMMITTEE] is composed of representatives from Galaxy, the Cree Nation of Eastmain, the Grand Council of the Crees (Eeyou Istchee) and the Cree Nation Government (collectively, the "**Parties**" and individually, a "**Party**"), established pursuant to the Kapisikama Agreement (the "**Agreement**").

As an Invitee, you agree that you shall not tip, discuss or disclose, directly or indirectly, such Confidential Information by any means, including by telephone, facsimile, e-mail, or through the use of the internet (including social networking sites).

For the purpose of this Confidentiality Undertaking, "**Confidential Information**" means:

- (a) any industrial secret within the meaning of the *Act respecting Access to documents held by public bodies and the Protection of personal information* (CQLR, c. A-2.1);
- (b) any financial information regarding a Party's business operations and assets and future business plans including, in the case of Galaxy, any financial projections, plans, budgets, assessments, assumptions, evaluations, calculations, computations or statements provided or made available to you;
- (c) any information regarding relations between either the Cree Nation of Eastmain, the Grand Council of the Crees (Eeyou Istchee) or the Cree Nation Government and the Government of Québec or the Government of Canada;
- (d) any planned or proposed changes in management or senior operating personnel of a Party;
- (e) any significant developments regarding the Project or any New Development or New Project as contemplated in Chapter 3 of the Agreement;
- (f) discussions at meetings, minutes and reports of the Implementation Committee, the Environment Committee and any other subcommittee that may be established from time to time by the Implementation Committee pursuant to the Agreement, and any information exchanged in the context of your attendance at a meeting of the [INSERT NAME OF COMMITTEE];

- (g) any Cree Knowledge, which may be shared by the Cree Nation of Eastmain, the Grand Council of the Crees (Eeyou Istchee), the Cree Nation Government or by Crees with Galaxy for the purpose of the Agreement and which may be identified as confidential;
- (h) any technical, geological and scientific data related to the Project or Galaxy's operations generally; and
- (i) any other information received from a Party that has been identified as confidential.

"Confidential Information" also includes any information, in any form, that contains, reflects or is derived from Confidential Information.

The restrictions on the use of Confidential Information provided for in this Schedule shall not apply to Confidential Information that:

- (a) is in the public domain at the time of its disclosure to the Invitee, or later enters the public domain other than by breach of this Confidentiality Undertaking;
- (b) was in the Invitee's lawful possession prior to its disclosure to the Invitee, as confirmed by written records, and was not subject to any obligation of confidentiality binding such Invitee; or
- (c) is lawfully acquired by the Invitee from an individual or an entity who is under no obligation of confidentiality regarding the Confidential Information, but only to the extent permitted by such individual or entity.

I certify to the Parties that I understand the terms set out above and that I agree to abide by the terms of the present Confidentiality Undertaking.

SIGNED: _____ this _____ day of _____ 20____

SIGNATURE: _____

PRINT NAME: _____

SCHEDULE 10.14.1 CODE OF ETHICS

1. PURPOSE AND INTERPRETATION

1.1 The Code of Ethics embodies the commitment of the Members of the Implementation Committee, the Environment Committee and any subcommittee established by the Implementation Committee pursuant to Subsection 10.10.1 of the Agreement to conduct their business in accordance with all Applicable Laws and the highest ethical standards. The Code of Ethics shall constitute standards that are designed to promote integrity and to prevent wrongdoing. All Members are expected to adhere to the principles and procedures of this Code of Ethics.

1.2 In this Code of Ethics:

“**Agreement**” means the Kapisikama Agreement between Galaxy, the Cree Nation of Eastmain, the Grand Council of the Crees (Eeyou Istchee), the Cree Nation Government and the Intervenor, dated December 14, 2023;

“**Member**” means a member of the Implementation Committee, the Environment Committee or any other subcommittee established by the Implementation Committee pursuant to Subsection 10.10.1 of the Agreement; and

“**Parties**” means, collectively, Galaxy, the Cree Nation of Eastmain, the Grand Council of the Crees (Eeyou Istchee) and the Cree Nation Government.

1.3 All other capitalized terms used in this Code of Ethics have the meaning ascribed to them in the Agreement, unless the context suggests otherwise.

1.4 For the purpose of this Code of Ethics, “**Confidential Information**” means:

- (a) any industrial secret within the meaning of the *Act respecting Access to documents held by public bodies and the Protection of personal information* (CQLR, c. A-2.1);
- (b) any financial information regarding a Party’s business operations and assets and future business plans including, in the case of Galaxy, any financial projections, plans, budgets, assessments, assumptions, evaluations, calculations, computations or statements provided or made available to the Cree Parties;
- (c) any information regarding relations between any of the Cree Parties and the Government of Québec or the Government of Canada;
- (d) any planned or proposed changes in management or senior operating personnel of a Party;

- (e) any significant developments regarding the Project or any New Development or New Project as contemplated in Chapter 3 of the Agreement;
- (f) discussions at meetings, minutes and reports of the Implementation Committee, the Environment Committee and any other subcommittee that may be established from time to time by the Implementation Committee pursuant to the Agreement, and any information exchanged between the members of such committees in the context of their functions;
- (g) all proceedings, discussions at meetings and other discussions in view of settling a Dispute, including arbitration, and without limiting the generality of the foregoing, all information that is disclosed, including all statements made and all documents submitted as part of the dispute resolution process, all pleadings and all evidence referred to in Chapter 11 of the Agreement;
- (h) any Cree Knowledge, which may be shared with Galaxy for the purpose of Section 8.8 of the Agreement and which may be identified to Galaxy as confidential;
- (i) any technical, geological and scientific data related to the Project or Galaxy's operations generally; and
- (j) any other information received from a Party that has been identified as confidential.

"Confidential Information" also includes any information, in whichever form, generated by a Party that contains, reflects or is derived from Confidential Information it received from another Party pursuant to or in relation with the Agreement.

2. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

- 2.1 Compliance with all Applicable Laws is essential to conducting business during any meeting of the Implementation Committee, the Environment Committee or any other subcommittee established by the Implementation Committee pursuant to Subsection 10.10.1 of the Agreement, as the case may be. A Member is expected to adhere to the standards and restrictions imposed by those laws, rules and regulations.
- 2.2 By signing this Code of Ethics, a Member agrees to use and process any Confidential Information in compliance with this Agreement and Applicable Laws.

3. ACCOUNTABILITY

- 3.1 A Member shall, in the exercise of his functions, act with honesty and good faith and with the care, diligence and skill of a reasonable person in comparable circumstances.
- 3.2 A Member will be held accountable for his adherence to the Code of Ethics. Failure to observe the terms of this Code of Ethics may result in the Member's removal from the

committee on which he sits. Violations of this Code of Ethics may also constitute violations of law and may result in civil or criminal sanctions or penalties for the Member.

4. CONFIDENTIALITY

- 4.1 In carrying out his functions on the committee on which he sits, a Member will become aware of Confidential Information. A Member shall not disclose Confidential Information, except when such disclosure is authorized or legally permitted, including in accordance with the Agreement.

5. COMPLIANCE

A Member who becomes aware of any actual or potential violation of this Code of Ethics must promptly give notice to all other Members of the committee on which the Member sits and to the Implementation Committee.

6. CONFLICTS OF INTEREST

- 6.1 A conflict of interest occurs when a Member's personal interest interferes with the interests of the Party which appointed him, or the interests of the Implementation Committee, of the Environment Committee or of any other subcommittee established by the Implementation Committee pursuant to Subsection 10.10.1 of the Agreement, as the case may be, or the operation of the Project.
- 6.2 A Member is required to see that decisions made are free from the influence of any interests that might reasonably be regarded as conflicting with or being harmful or detrimental to the interests of the Party which appointed him, or the interests of the Implementation Committee, the Environment Committee or any other subcommittee established by the Implementation Committee pursuant to Subsection 10.10.1 of the Agreement, as the case may be, or the operation of Project.
- 6.3 While a Member's right to take part in other activities outside his functions is acknowledged, such activities must be free of conflict with his responsibilities as a Member. A Member must avoid acquiring any interests or participating in any activities that might reasonably be regarded as:
- (a) creating an obligation which would affect his judgment or ability to act with honesty and good faith and with the care, diligence and skill of a reasonable person in comparable circumstances; or
 - (b) being incompatible with his function as a Member.
- 6.4 Actual and potential conflicts of interest must be disclosed in accordance with Section 6 of this Code of Ethics.

7. PERSONAL BENEFITS AND OPPORTUNITIES

- 7.1 A Member must never use or attempt to use his position as a Member to obtain any personal benefit for himself, for his family members or for any other person.
- 7.2 A Member may not take for himself (or direct to a third party) a business opportunity that is discovered due to his position as a Member, unless all other Members of the committee on which the Member sits have consented to same in writing.

8. FAIR DEALING

- 8.1 A Member must never use or attempt to use proprietary information for personal gain, and must not possess or use trade secrets obtained without the owner's consent.
- 8.2 A Member is expected to deal fairly with service providers, suppliers, competitors and employees of the Project. No Member should take unfair advantage of anyone through manipulation, concealment, abuse of confidential information, misrepresentation of material facts or any other unfair dealing practice.

9. DISCLOSURE

- 9.1 At the earliest opportunity, a Member must disclose to all other Members of the committee on which the Member sits, in writing, or verbally during a duly convened meeting of the said committee, all his business, commercial or financial or other interests or activities which might reasonably be regarded as creating an actual or potential conflict with his duties as a Member.
- 9.2 At the earliest opportunity, a Member who becomes aware of business, commercial, financial or other interests or activities of another Member which might reasonably be regarded as creating an actual or potential conflict with the latter's duties as a Member must promptly give notice at the earliest opportunity to the other Members of the actual or potential conflict, in writing, or verbally during a duly convened meeting of the committee on which he sits.
- 9.3 In the event a disclosure under Subsections 9.1 or 9.2 of this Code of Ethics is made verbally, same shall be recorded in the minutes of the meeting of the relevant committee.

10. EXCLUSION

- 10.1 When a Member makes a disclosure or is the subject of a disclosure in accordance with Subsections 9.1 or 9.2 of this Code of Ethics, the other Members of the committee on which he sits, shall decide whether the Member is in conflict or potential conflict and, if so, whether the Member should be excluded with respect to the matter on which the disclosure was made and whether the Member should also be excluded from the meeting.

- 10.2 The decisions on the existence of a conflict or potential conflict, on the exclusion of a Member or on the matter related to a disclosure contemplated in Subsection 10.1 of this Code of Ethics or actions to be taken in connection therewith, shall be valid notwithstanding a loss of quorum resulting from the exclusion of the Member involved in the disclosure.

11. CONTINUING DISCLOSURE

- 11.1 A disclosure made in accordance with Subsections 9.1 or 9.2 of this Code of Ethics shall be duly recorded in the minutes of the meeting of the relevant committee at which such disclosure was made and need not be reiterated at any future meetings, if the nature and extent of the interest disclosed have not changed.
- 11.2 If a Member has been excluded from a meeting in accordance with Subsection 10.1 of this Code of Ethics, such Member shall be provided with an edited version of the minutes of the said meeting.

12. EFFECTS OF DISCLOSURE

- 12.1 A decision of a committee on a matter in respect of which a disclosure was made in accordance with Subsections 9.1 or 9.2 of this Code of Ethics shall not be invalid, and the Member subject of said disclosure shall not be held accountable for any claims stemming from such decision, because of his interest, actual or potential, in the matter or because the Member was not excluded in accordance with Subsection 10.1 of this Code of Ethics if the decision was reasonable and fair when it was taken.

ACKNOWLEDGEMENT

I, (insert name of Member) hereby acknowledge that I have reviewed the Code of Ethics and that I understand its provisions. Furthermore, I attest that my membership does not place me in a conflict of interest and that I agree to abide by the terms of the present Code of Ethics at all times.

SIGNED: _____ this _____ day of _____ 20____

SIGNATURE: _____

PRINT NAME: _____