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**Socio-Economic Participation Agreement
for the XXXX Project**

(hereinafter referred to as the "Agreement")

Chapter 1 – General Provisions

1.1 Purpose

The purpose of this Agreement is to ensure an equitable socio-economic participation of [redacted] as a whole in the Development and Operations Phases of the [redacted] Project while respecting Cree traditional activities and ensuring the promotion of Cree economic and social development in a manner mutually beneficial to all Parties.

1.2 Non-Derogation

1.3 Environmental and Social Assessment Review

The Parties hereby recognize and acknowledge that the environmental and social assessment and review procedure under Section 22 of the *JBNQA*, pertaining to the construction of a mine and related infrastructure has already been initiated.

1.4 Consent

Within the scope of the rights of each Party and applicable law, the Cree Parties consent to the Project only subject to and in accordance with the terms of this Agreement.

1.5 Support

The Parties support in obtaining and maintaining the approvals, permits and other authorizations required by them pursuant to any and all Applicable Laws related to the subject to and in accordance with the terms of this Agreement.

The Parties shall continue to make their best efforts to seek, obtain and maintain support of the Project, subject to and in accordance with the terms of this Agreement.

The Parties shall take or cause to be taken all the necessary measures and actions with Authorities Having Jurisdiction in support of the Project, subject to and in accordance with the terms of this Agreement.

1.6 Settlement of Disputes

The purpose of the settlement of Disputes process set out in Sections and is to:

- a) provide for a timely and cost-effective process for the settlement of Disputes; and
- b) ensure the efficient and harmonious implementation of this Agreement.

1.7 Definition of the term "Dispute(s)"

The procedure set out in Section does not apply to:

- a) the application or interpretation of any treaty rights or aboriginal rights of the Agreement and any legislation adopted pursuant thereto;
 - b) the unauthorized disclosure of Confidential Information;
 - c) the Parties' respective right to terminate this Agreement and any notice to that effect given by any of the Parties;
 - d) any other matter otherwise expressly excluded from arbitration in this Agreement,
- and the above-mentioned matters shall not be subject to arbitration as provided for in this Agreement but shall be submitted to a court of competent jurisdiction in the province of Québec, in the judicial district of Montréal.

Subject to the foregoing and, for the purposes of this Agreement, a "Dispute" means any dispute related to or arising out of the interpretation of this Agreement.

1.8 Procedures Related to the Settlement of Disputes

- (a) If any Dispute related to this Agreement arises, the affected Parties shall first address and attempt to settle such Dispute in good faith through mutual collaboration, cooperation, openness, discussion and consultation, with the objective of providing to the affected Party or Parties, as applicable, a mutually satisfactory solution.
- (b) An affected Party must send a notice to the other Parties of any Dispute arising out in relation with this Agreement within a period of one hundred and twenty (120) days following either of: (i) the occurrence of the facts and events giving rise to such Dispute; or (ii) the knowledge thereof. If the Cree Parties have a Dispute with any amount paid under this Agreement, the amount of the payment shall be deemed to have been accepted sixty (60) days after the date such payment is made and shall be deemed not to be a Dispute nor subject to the procedures provided for in this Section or in the Chapter on Financial Matters or to any claim before any court, tribunal or administrative body, the affected Party waiving such and renouncing to any claim against the other Parties with regard to such payment. Anything that must be done under this Agreement at a specific date or within a specific time period shall be deemed to have been done sixty (60) days following such specific date or time period and shall be deemed not to be a Dispute nor subject to the procedures provided for in this Section or in the Chapter on Financial Matters or to any claim before any court, tribunal or administrative body, the affected Party waiving such and renouncing to any claim against the other Parties with regard to such.
- (c) Failing resolution of any Dispute, such Dispute shall be submitted and referred to the Harmonization Committee by any affected Party.
- (d) Failing resolution of the Dispute by the Harmonization Committee within thirty (30) days of its referral, there shall be a meeting to address and resolve the Dispute held between the executive officer, the Mine Manager, within thirty (30) days from the date on which the Dispute was submitted and referred to the Harmonization Committee.
- (e) In the event the Parties fail to settle the Dispute within thirty (30) days following the meeting held pursuant to Paragraph (d) in this subsection, any affected Party may submit the Dispute to final and binding arbitration, to the exclusion of the courts, before three (3) arbitrators by sending a notice to that effect to the other Parties. appoint one (1) arbitrator, shall appoint one (1) arbitrator and the

two (2) appointed arbitrators shall jointly appoint a third arbitrator within thirty (30) days of the last appointment. Failing the appointment of the third arbitrator within this delay, a judge of the Québec Superior Court in the judicial district of Montréal shall, on the motion of either Party, appoint the third arbitrator.

- (f) Should either one of _____ or the _____ Parties fail to appoint an arbitrator within thirty (30) days after having been notified by the other Party to do so, a judge of the Québec Superior Court in the judicial district of Montréal shall, on the motion of the other Party, appoint such arbitrator.
- (g) The procedures and proceedings of such arbitration shall be conducted in accordance with the rules contained in the *Code of Civil Procedure of Québec* (R.S.Q., c. C-25) in force at the date the notice of such arbitration is served to the other Parties. A Party seeking arbitration must include in its notice any and all Disputes it has with the other Parties that are then known to the Party seeking arbitration. In the event of a Dispute regarding the alleged non-compliance of a Party's obligation, the Parties must also include in the notice of Dispute or reply to said notice their position on the measures required to remedy such default. The arbitration award shall be final and binding between the Parties.
- (h) A Party not directly affected by the Dispute may, at its discretion, intervene or join another affected Party in the arbitration within thirty (30) days from the date of receipt of the notice of Dispute referred to at Paragraph (e) herein and may seek a different relief from the one(s) sought by the affected Parties.
- (i) The Parties hereby agree that the procedures and proceedings relating to the settlement of any and all Disputes shall be Confidential Information.
- (j) Save and except as otherwise agreed upon between the Parties, any and all proceedings under this subsection shall be conducted in the City of Montréal, province of Québec, or in any other location to be agreed upon between the Parties.
- (k) The arbitrators appointed pursuant to this Chapter and to which a Dispute has been submitted and referred to shall render a final and binding decision between the Parties within two (2) months following the date of appointment of the third arbitrator pursuant to this Section. Such decision shall also include, in the case of a Dispute related to the alleged non-compliance of a Party's obligation, a delay to remedy such default and any and all measures required to remedy said default, if applicable.
- (l) Any delay provided for in Section 1.8 is preemptory and, notwithstanding the foregoing, the Parties may agree to amend the delays provided for in

this herein accordingly, taking into consideration the circumstances of a specific Dispute, except the delays mentioned in Paragraph 1.8 (b).

- (m) Except as otherwise provided for in this Agreement, each of the Parties involved in the arbitration shall each assume and pay their own costs, fees (including legal and expert fees) and expenses relating to the procedures provided in this Chapter Any and all other costs, fees and expenses related to the arbitration procedures and proceedings, including, without limitation, the costs, fees and expenses of the third arbitrator, and all costs, fees and expenses related thereto, including with respect to stenography, transcripts, photocopies, translations and other related costs, shall be approved in advance by each of the Parties involved in the arbitration and, unless otherwise determined by the arbitrators, assumed and paid jointly, in equal shares, by the Parties involved in the arbitration.

1.9 Harmonization Committee

The Harmonization Committee shall be the preferred forum for the implementation of the Agreement and the addressing of any issues that may arise between and Parties. The roles, responsibilities, membership and procedures related to the Harmonization Committee are described in SCHEDULE 1.9 a) attached hereto to form an integral part hereof.

1.10 Definitions

For the purposes of this Agreement, unless indicated otherwise and subject to the meaning ascribed to them pursuant to section 7.2, 7.3, 7.4 and 7.6 of Chapter 7 hereof, any capitalized terms shall have the following meanings:

"Affiliate" means an affiliated body corporate within the meaning of Section 2 of the Canada Business Corporations Act (R.S.C., 1985, c. C-44);

"Agreement" means this Socio-Economic Participation Agreement and all schedules attached to such to form an integral part thereof, in each case, as they may be replaced, supplemented or amended from time to time, and the words or expressions "this Agreement", "hereof", "herein", "pursuant hereto" and "hereby", as well as all similar words or expressions, refer to the Agreement as a whole and not only to the particular Chapter, Section, Subsection, Paragraph or Subparagraph where such expression is used;

"Applicable Laws" means (i) any and all applicable federal, provincial, regional, municipal and local laws, rules (including, without limitation, administrative rules), regulations, agreements, treaties, statutes, orders, ordinances, by-laws, codes, directives and standards having the force of law, as they may be replaced, supplemented or amended from time to time while this Agreement is in force;

"Authorities Having Jurisdiction" means such federal, provincial, regional, municipal, local government and other authorities and bodies that have jurisdiction to exercise some measure of control over the Parties or the Project pursuant to Applicable Laws, including Environmental Authorities;

"Authorized Representative" means any director, officer, agent, employee, mandatary, financial, legal or other advisor or representative of a Party or of any of its Affiliates, or any consultant, contractor or subcontractor of a Party, in each case where the duties and obligations of such person 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;

"Project" means the project described in Subsection 2.1 hereof;

"Project Area" means the area subject to the claims listed in Schedule;

"Certificate of Authorization" means the certificate of authorization to be issued by the MSDEP that is required to undertake and carry out the Construction and Operations Phases of the Project, as such may be replaced, supplemented or amended from time to time while this Agreement is in force, including, without limitation, with regard to a New Project;

"Claims Area" has the meaning ascribed thereto in Subsection 2.2;

"Commercial Production" means and shall be deemed to have been attained when management declares that operating levels intended by management at the Project have been reached, including operational commissioning of major mine and plant components and the achievement of operating results consistently for a period of time;

"Confidential Information" has the meaning ascribed thereto in Subsection 8.7.1;

"Dispute" has the meaning ascribed thereto in Subsection 1.7;

"Environmental Authorities" means such federal, provincial, regional, municipal, local government and other authorities and bodies that have jurisdiction to exercise some

measure of control over _____ with respect to environmental matters concerning the Project pursuant to Applicable Laws;

"EQA" means the Environment Quality Act (R.S.Q., c. Q 2), as it may be replaced, supplemented or amended from time to time while this Agreement is in force;

"ESIA" means the environmental and social impact assessment prepared in accordance with Section 22 of the JBNQA and the EQA for the purposes of the issuance of the Certificate of Authorization which was filed by Metanor with the Environmental Authorities in May 24th, 2012;

"Harmonization Committee": the committee created pursuant to Schedule 1.9 a) hereof;

"JBNQA" means the James Bay and Northern Quebec Agreement and any and all complementary agreements thereto as they may be replaced, supplemented or amended from time to time while this Agreement is in force;

"Mining Act" means the Mining Act (R.S.Q., c. M-13.1), as it may be replaced, supplemented or amended from time to time while this Agreement is in force;

"MSDEP" means the Ministry of Sustainable Development, Environment and Parks, or any successor thereto, of the Government of Québec;

"New Project" has the meaning ascribed thereto in Subsection 2.3;

"Notice of Default" has the meaning ascribed thereto in Subsection 1.8 (b);

"Paix des Braves" means the Agreement Respecting a New Relationship Between the Cree Nation and the Government of Québec signed on February 7, 2002;

"Person" means an individual, body corporate, firm, general or limited partnership, joint venture, trust, association, unincorporated organization, any Authority Having Jurisdiction, any governmental authority and any other entity;

"Year" means any period of time consisting of 365 or 366 days, as the case may be, beginning on January 1 inclusively and ending on December 31 inclusively.

1.11 Rules of Interpretation

The following rules of interpretation shall govern the interpretation of this Agreement.

1.11.1 Copies

Each copy of this Agreement, when signed by the Parties, shall be deemed to be an original.

1.11.2 Currency

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

1.11.3 Computation of Periods and Delays

- a) For the purposes of this Agreement, when a period or delay provided for therein exceeds ten (10) days, such periods or delays shall be computed on the basis of calendar days. For periods or delays of up to ten (10) days, such periods or delays shall be computed on the basis of business days;
- b) Business days are days of the week, excluding Saturdays, Sundays and statutory holidays in the province of Québec or Ontario;

- c) Calendar days are days of the week, including Saturdays, Sundays and statutory holidays in the province of Québec or Ontario;
- d) For the purposes of computing time periods or delays:
 - i. the day which marks the start of the period or delay is not counted, but the last day is counted; and
 - ii. when the last day of a period or delay falls on a Saturday, Sunday or a statutory holiday in the province of Québec or Ontario, the last day is deemed to be the next following business day.

1.11.4 Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements between the Parties related to the subject matter of this Agreement.

1.11.5 Gender and Number

To the extent that the context so requires, the singular includes the plural, and vice versa, and the masculine gender includes the feminine, and vice versa, and in such cases, the remainder of the concerned sentence shall be interpreted as if the required grammatical and terminological changes had accordingly been made thereto.

1.11.6 Reference to a Specific Applicable Law

Unless the context provides otherwise, any reference in this Agreement to a specific Applicable Law shall be deemed to be a reference to such Applicable Law as it may be replaced, supplemented or amended from time to time while this Agreement is in force.

1.11.7 Headings

Chapter, Section, Subsection, Paragraph and Subparagraph headings contained in this Agreement are included solely for convenience, are not intended to be full or accurate descriptions of the content thereof and shall not be considered part of this Agreement or affect the construction or interpretation of any provision hereof.

1.11.8 Construction Clause

The Parties have relied on legal counsel and financial advisors in the development, negotiation and drafting of this Agreement and, 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 hereto by reason of the authorship of such provision.

1.11.9 Limitations

The words "including" or "includes" or any variation, when followed by a list of items or things, shall 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 list of items or things is complete.

1.11.10 Severability

The invalidity or unenforceability of any provision of this Agreement or any undertaking therein contained shall not affect the validity or enforceability of any other provision or undertaking thereof or therein contained, and the remainder of this Agreement shall be construed to the extent possible, to give effect to the intent of the Parties.

In the event a provision of this Agreement becomes invalid or unenforceable, the Parties will make best efforts to discuss, and where necessary, amend this Agreement to remedy the invalidity or replace the invalid or unenforceable provision.

1.11.11 No Third Party Beneficiaries

Nothing in this Agreement, expressed or implied, is intended, or shall 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.

1.11.12 Time of Essence

Time is of the essence with respect to all dates, time periods and delays set forth or referred to in this Agreement and related agreements and documents.

1.11.13 No Waiver

Failure by any Party to insist on the performance of any provision of this Agreement or to exercise any right or privilege or waiver of any breach shall not thereafter be interpreted or considered as a waiver of any terms, conditions, rights or privileges, whether or not of the same or similar type. Except as limited for the purposes of the settlement of Disputes process provided for in this Chapter 1, all rights, remedies and warranties provided under this Agreement or at law shall be taken and construed as cumulative. Waiver of any right, remedy or warranty provided under this Agreement shall be effective only if it is made in writing and signed by the Party to be bound.

1.11.14 Further Assurances

Each Party to this Agreement agrees to execute such other documents or instruments of any nature whatsoever and to do and perform such other acts and things as any other Party may reasonably request in order to give effect to this Agreement.

1.11.15 No Partnership

Nothing in this Agreement shall 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 employees, agents or representatives of the other Party for any purposes whatsoever. This Agreement creates no fiduciary relationships between the Parties.

1.11.16 Language

The Parties hereto have expressly required that this Agreement and all documents and notices relating thereto be drafted in the English language. Les Parties aux présentes ont expressément exigé que cette entente et tous les documents et avis qui y sont afférents soient rédigés en langue anglaise.

Chapter 2 – Project and New Projects

2.1 Project Description

The Project is described in Chapter 3 of the ESIA, subject to the Certificate of Authorization. The ESIA is incorporated herein by way of reference.

2.2 Claims Area

For greater certainty, this Agreement does not apply to claims outside the Claims Area.

2.3 New Projects

If a new certificate of authorization contemplated by the EQA is required by Metanor for a new project on the Claims Area (a "New Project"), the Parties shall amend the description of the Project provided in Subsection 2.1 by including, by way of reference, the amended ESIA and/or amended Certificate of Authorization, as the case may be, so that this Agreement shall also apply to such New Project and such New Project shall become a part of the Project.

If a new certificate of authorization contemplated by the EQA is not required by Metanor for a new project, then such new project shall be deemed to form part of the Project and this Agreement shall apply to such new project and such new project shall become a part of the Project.

Chapter 3 – Social and Cultural Matters

3.1 Purpose

Through the provisions in this Chapter the Parties wish to ensure the respect, preservation and promotion of the Cree culture during the Construction and Operations Phases of the Project.

3.3 Community Involvement

For the purpose of maintaining good relations between the community of Waswanipi and Metanor. Metanor shall:

- a) submit any internal news bulletins or news letters to ensure that they are distributed in the community as well;

Chapter 4 – Training and Employment

4.1 Development of Training Programs

Aside from its regular training programs for all employees, _____ shall develop and submit annually to the Harmonization Committee training programs with an objective of:

- a) _____ Improving skills to allow for the internal promotion of Cree employees;
- b) _____ Targeting the retention of _____ employees;

4.2 Access to facilities for Training Programs

Except for reasons related to safety or interruption to operations _____ shall facilitate the development and delivery of training programs on the site of the Project.

4.3 Promotion of Training and Employment Programs

4.4 Training Fund

- a) the development and awarding of bursaries, scholarships or general education awards for studies in area identified by the Harmonization Committee;
- b) Capacity building or upgrading training programs;
- c) The carrying out of studies, manpower assessment or development plans approved by the Harmonization Committee.

4.5 Collaboration in Seeking Funding

The Parties agree to collaborate with one another in seeking training funds from government or other funding agencies for the purpose of access training funds deliver training programs related to the mining industry or employment with a mining project.

4.6 Annual Review of Working Conditions

Chapter 5 – Business Opportunities

Chapter 7 – Financial Matters

7.1 Purpose

7.4.4 Right to review

7.4.5 Right to Verification

7.4.6 Arbitration

7.4.7 Following the issuance of the Notice of Financial Arbitration, the Parties shall jointly and promptly appoint an Arbitrator to conduct the arbitration. Failing the joint appointment of an arbitrator by the Parties within a period of thirty (30) days from the date on which the Notice of Financial Arbitration is given in accordance with Subsection 7.4.6, the arbitrator shall be appointed by a judge of the Superior Court of Québec on the motion of one of the Parties.

7.4.8 Following the Notice of Financial Arbitration and the appointment of the Arbitrator, the arbitration shall be conducted in accordance with Subsections 1.8 *g), h), i), j), k), l) and m)* with the necessary adaptations.

7.4.9 Interest

7.5 Payments and Receipts

hereby acknowledge and ratify, for all legal intents and purposes, receipt of all such payments, subject to their receipt by the Recipient of Payments.

7.6 Definitions

7.6.1 Capitalized terms used in this Chapter are defined herein, unless the context provides otherwise and capitalized terms not defined in this Subsection have the meaning ascribed to them in Subsection 1.10 of this Agreement:

"Allowable Off-Site Costs" means, in respect of each Financial Year or portion of a Financial Year, the aggregate of all general and administrative expenses paid by the Company or its Affiliates, proportionately attributable to the Construction and Operations Phases of the _____ Project;

"Annual Cash Flow" means the annual cash flow in connection with the _____ Project in respect of each Financial Year or portion of a Financial Year equal to Revenue less the sum of Operating Expenses, Exploration Costs, Site Rehabilitation and Restoration Costs, Taxes, Mining Duties, Capital Expenditures, Negative Cash Flow Carry Forward and Decommissioning Costs divided equally by the life of mine of the _____ Project as may be updated by the Company from time to time;

"Annual CPP Statement" means the statement referred to in Subsection 7.4.3;

"Arbitrator" means the arbitrator referred to in Subsection 7.4.7;

"Balance of Life Of Mine" means, in any given Financial Year, that remaining period of time in the Life Of Mine;

"Capital Expenditures" means, at any time, the aggregate of any and all capital expenditures incurred by the Company proportionately attributable to the Construction and Operations Phases of the _____ Project in respect to each Financial Year or portion of a Financial Year, including the following:

- a) capital expenditures incurred in connection with assets physically situated within or outside the Claims Area, including, airport facilities, access roads, power lines and telecommunications towers;
- b) costs of construction equipment acquired for use at the _____ Project, net of any proceeds from the sale of such construction equipment;
- c) mine pre-production development expenditures at the _____ Project;
- d) capital expenditures associated with capital assets outside the Claims Area acquired for administrative or operational purposes and used for the benefit or in the course of the _____ Project or for the development, construction, maintenance or repair of any plant or equipment used for the _____ Project;

e) intangible Assets used for the Bachelor Project; and

f) all Exploration Costs incurred for carrying out Exploration Works for the benefit of the Bachelor Project subsequent to the establishment of their economic recoverability considered to be capital expenditures in accordance with IFRS.

"CICA Handbook" means the handbook published by the Canadian Institute of Chartered Accountants used as a reference for policy on generally accepted accounting practices in Canada, as such handbook may be replaced, supplemented or amended from time to time;

"Construction Period" means the period of time between the date of the Mine Construction Decision and the date of Commercial Production, as set out in the Study;

"Cumulative Cash Flow" means, at any date, the total Annual Cash Flow less the Initial Amount, the Fixed Quarterly Amounts or, as the case may be, the Revised Fixed Quarterly Amounts, and the Cree Participation Payments paid to that date by the Company to the Parties;

"Decommissioning Costs" means all costs, fees and expenses net of any recoveries related to the termination of the operations at the Project and permanent dismantling and closure of the Project in accordance with Chapter 9 and the approved rehabilitation and restoration plan as such costs, fees and expenses may be updated by the Company from time to time;

"Excluded Items" means:

- a) any royalty payments that do not relate to the Project;
- b) doubtful accounts and bad debts on the sale of goods and services to Affiliates; and
- c) leaseback payments made in connection with sales and leaseback transactions to the extent that sale proceeds of such transactions are not included in Revenue;

"Exploration Costs" means all costs, fees and expenses related to the carrying out of Exploration Works on the Claims Area;

"Fair Value" means the price that would be agreed upon in an arm's length transaction between knowledgeable, willing parties who are under no compulsion to act;

"Fixed Amount" means the amount established in Subsection 7.3.1;

"IFRS" means, at any given date, International Financial Reporting Standards applicable to the Company which include standards and interpretations adopted by the International Accounting Standards Board, applied on a consistent basis as used under the Company's accounting policies and in the Company's audited financial statements;

"Initial Amount" means that amount established in Section 7.2.1;

"Intangible Assets" means all assets that are not physical or tangible assets, including intellectual property, patents, trademarks, applications for patents and trademarks, trade names, trade styles, licenses, permits, claims, brands, formulae, copyrights, business methodologies and processes, franchises, industrial designs, trade secrets, future inventions, compounds, drawings, designs, blueprints, surveys, reports, manuals and operating standards, goodwill and contract rights relating to computer software programs;

"LOM Cash Flow" means that certain life of mine annual cash flow established in the Study used by the board of directors of the Company to make a Mine Construction Decision and the Annual Cash Flow not included in the Study and on the basis of which the Fixed Amount, or as the case may be the Revised Fixed Amount, are determined;

"Mining Duties" means the mining duties payable by the Company in connection with the Bachelor Mine pursuant to the *Mining Duties Act*, by reference to the Company's Québec mining duties annual tax provisions;

"Mining Duties Act" means the *Mining Duties Act* (R.S.Q., c. D-15) and all regulations thereunder;

"Negative Cash Flow Carry Forward" means, for the purposes of computing the Annual Cash Flow in any Financial Year where the Cumulative Cash Flow is positive, the balance of the total of any negative Annual Cash Flow incurred in any Financial Year not already deducted in a subsequent Financial Year for the purposes of establishing the Cree Participation Payment;

"Notice of Financial Arbitration" means the notice of arbitration referred to in Subsection 7.4.6;

"Operating Expenses" means in respect of each Financial Year or portion of Financial Year commencing with the Financial Year or portion of the Financial Year during which the Mine has attained Commercial Production, any and all costs, fees and expenses incurred by the Company during such Financial Year or portion of a Financial Year to earn Revenue or considered to be operating expenses according to IFRS, other than expenses related to Excluded Items, but including:

- a) any royalties incurred or paid to third parties in relation to the Mine;
- b) allowable Off-Site Costs;
- technical Fees;

- b. amounts contributed by the Company to the Training Fund;
- c. any operating expenses incurred before the Mine has attained Commercial Production.

"Related Party" means an Affiliate;

"Revenue" means, in respect of each Financial Year or a portion of the Financial Year during which the _____ Mine has attained Commercial Production, any and all proceeds received or receivable by the Company from the sale of mineral resources in a Financial Year (unless such sales are made to a Related Party in which case the proceeds shall be based on the Fair Value of the mineral resources sold), other than revenue related to Excluded Items, but including:

- a) insurance proceeds provided that the related losses are included in the Annual Cash Flow; and
- b) the Fair Value of any equipment sold to an Affiliate;
but excluding:
- c) Revenue resulting from toll and milling agreements with third parties; and
- d) Gains or losses resulting from hedging or any other derivative transactions, whether in respect of metals, foreign exchange transactions, interest rates or hedging or derivative transactions of other Operating Expenses.

"Revised Fixed Amount" means that amount established in Subsection 7.3.4;

"Section 5815 Report" means an auditor's report issued pursuant to Section 5815 of the CICA Handbook by the Company's external auditors providing their opinion on the compliance of the Annual CPP Statement with this Agreement;

"Senior Debts" means any and all amounts borrowed by the Company from third parties for the construction of the _____ Mine based on the Study;

"Site Rehabilitation and Restoration Costs" means all costs, fees and expenses incurred in a Financial Year, related to the rehabilitation and restoration of the Bachelor Mine including the costs, fees and expenses of maintaining or providing for a pre-payment of the closure costs, fees and expenses. These costs, fees and expenses shall include any monies or the costs of bonds, letters of credit or similar instruments set aside net of recovery thereof, if so required, to ensure that cash is available for site rehabilitation and restoration costs, fees and expenses after the Bachelor mine operations terminate as well as any costs, fees and expenses related to any obligations or undertakings provided in Chapter 6;

"Taxes" means any present or new taxes, levies, duties, imposts, premiums and other charges of any kind whatsoever (including any interest in respect thereof) imposed by any Authority Having Jurisdiction including those imposed on, or measured by, or referred to as: (i) income, gross receipts and profits provided that such Taxes shall be computed as if the Company was an unaffiliated Canadian public corporation operating a business in Québec and provided further that the Company shall, in computing taxable income for the purposes of this definition, claim all deductions to the maximum extent permissible at law from income that, in the opinion of its legal and financial advisors, are available to the Company under Applicable Laws; and (ii) capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, property, real estate, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all license and registration fees and all employment insurance, health insurance and Canada, Québec and other government pension plan premiums or contributions actually paid by the Company in respect of the Financial Year, net of any recoveries and refunds to the Company of any of the preceding amounts;

"Technical Fees" means required technical or specialized services provided by the Company's Affiliates, for the benefit of the Mine, where such services cannot reasonably be provided by the Company, calculated at base salary plus an overhead allocation of sixty-five percent (65%) of such base salary and charged by its Affiliates to the Company. Out of pocket expenses with respect to such services shall be charged by its Affiliates to the Company at cost with no mark-up. In no case shall the amount so determined exceed the arm's length fair market value cost that would be charged by a third party; and

"Working Papers" has the meaning ascribed thereto in 7.4.4 b).

Chapter 8 – Final Provisions

8.1 Term

This Agreement shall be effective on the date of its execution.

Subject to Chapter 5 and 6, the term of this Agreement shall be the period between the date of its execution by all Parties and the date where the Commercial Production of the Project has ceased permanently ("Term").

8.2 Notices

Any notice required or authorized to be given under this Agreement shall be in writing and shall be delivered: (i) in person; (ii) by facsimile; (iii) by registered mail, return receipt requested; (iv) by reputable courier service; or (v) by email with return receipt requested. Notices shall be effective upon 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. Notices shall be addressed to the Parties as follows. Any Party may change its address by notice to the other Parties:

8.3 Amendments

This Agreement may be amended only by a written instrument duly signed by all Parties.

8.4 Assignment and Change of Control

This Agreement and any and all of the rights, benefits, obligations, roles, duties and responsibilities contained herein, in whole or in part, may not be assigned by any of the Parties.

shall have the right and may assign to any third party this Agreement and any and all of the rights, benefits, obligations, roles, duties and responsibilities contained herein, without the prior consent, authorization or approval of the Parties, provided that such third party undertakes and agrees to be bound by all of its applicable provisions and to assume any and all of Metanor's obligations, roles, duties and responsibilities related thereto. In the event of such assignment, the Parties acknowledge that shall be released from its obligations under this Agreement.

In addition, cannot assign, sell or dispose of the Project unless the third party purchaser undertakes and, if applicable, its majority shareholder undertakes and agrees to be bound by this Agreement, assumes all obligations thereunder, and adheres to all of their respective terms and conditions in writing. In the event of such assignment, sale or disposal, the Parties acknowledge that shall be released from its obligations under this Agreement.

8.5 Third Party Mining Companies

agrees not to process or contribute to the processing of material from any other mine where the developer of said mine does not have an Agreement with a

Party in regards to the management of relations, economic development and the management of social and environmental impact.

8.6 Schedules

Unless otherwise indicated in this Agreement, it is understood between the Parties that all schedules form an integral part of this Agreement.

8.7 Use of Confidential Information

8.7.1 Confidential Information

"Confidential Information" means this Agreement 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 _____'s technical applications including drill hole and assay data, ore body and geospatial models, development plans, topographical data and aerial imagery.

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) in connection with the sale of the _____ Project, _____ or any of its Affiliates; or (v) to a director, officer, agent, employee, financial, legal or other advisor of a Party or any of its Affiliates if such person has a need to know the Confidential Information for the purpose of performing the obligations provided herein.

Notwithstanding the definition of "Confidential Information" above the parties shall prepare a version of the Agreement with the reference to the quantum of funds removed for public consumption after the signing of this Agreement.

8.7.2 Protective Orders

If one of the Parties or its Authorized Representatives or Affiliates becomes legally compelled to disclose any of the Confidential Information, the receiving Party shall provide the disclosing Party with prompt notice so that it may seek a protective order or other appropriate remedy at law or in equity and/or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained by the disclosing Party, the receiving Party shall only disclose or, as applicable, ensure that its Authorized Representatives or Affiliates only disclose, that portion of the Confidential Information which it is legally required to disclose and shall exercise its best efforts to

obtain a protective order or other reliable assurance that such Confidential Information will receive confidential treatment in accordance with the spirit of this Agreement.

8.7.3 Remedies

Each Party hereby recognizes and acknowledges that Confidential Information is proprietary and confidential and that the disclosing Party and its Affiliates may be irreparably damaged if any of the provisions contained in this Agreement with respect to Confidential Information are not performed by the receiving Party or any of its Affiliates or Authorized Representatives in accordance with the provisions contained herein. In addition to any other applicable remedies, the Parties hereby agree that the disclosing Party and its Affiliates shall have the right to an immediate injunction and other available recourses of like nature before any court of competent jurisdiction, with regard to any breach or threatened breach of this Section 8.8 by a receiving Party or any of its Affiliates or Authorized Representatives.

8.8 Press Releases and Public Announcements

Any and all press releases or similar public announcement with respect to this Agreement shall be prepared, issued or published jointly by the Parties.

8.9 Securities Laws

Signatures

SCHEDULE 1.9 a)

HARMONIZATION COMMITTEE

1. Roles and Responsibilities

- 1.1 Act as a permanent forum of collaborative, cooperative, open exchange and coordination between the Parties;
- 1.2 Ensure the harmonious and efficient implementation, management and follow-up of this Agreement and of other related agreements and documents between the Parties hereto and resolve issues, questions, matters and Disputes related to the implementation, management and follow-up of same;
- 1.3 Review the recommendations of the *Committees* and, in the event the Harmonization Committee does not accept such recommendations, provide the reasons for its decision;
- 1.4 Act as a preferred forum of discussion between the Parties in order to find mutually acceptable solutions to Disputes;
- 1.5 Address any other issue, question or matter which is submitted or referred by any of the Parties to the Harmonization Committee;
- 1.6 Create, establish and implement various Committees which shall abide and adhere to the decisions of the Harmonization Committee and to the spirit of cooperation, collaboration and openness that ensures a proper implementation, management and follow-up of this Agreement;
- 1.7 Prepare and submit to the Parties a summary of issues and questions related to the training and education, recruitment and employment of Cree personnel, environment, business opportunities and financial matters and their respective outcome, if any;
- 1.8 Review annually the contents of this Agreement and provide a report to the Parties on any recommended amendments thereto;
- 1.9 Otherwise carry out the functions vested in the Harmonization Committee by this Agreement or upon further agreement between the Parties to that effect.

The representatives of the Parties on the Harmonization Committee shall, in a spirit of collaboration, cooperation and openness, find appropriate and mutually acceptable solutions with respect to any issue, question, matter or Dispute submitted or referred to the Harmonization Committee and they will ensure the implementation, management and follow-up of same by the Parties, as applicable.

The Parties hereby acknowledge that the role of the Harmonization Committee is not to substitute itself in any way, shape or form to existing committees, regimes,

- 2.4 The Parties shall share information and have exchanges on the candidates they propose as representatives prior to their appointment to the Harmonization Committee, the whole in a spirit of collaboration, cooperation and openness;
- 2.5 Each representative appointed to the Harmonization Committee by the Parties may be replaced at any time, at the sole and entire discretion of the Party which shall have appointed him or her;

3. Invitees

- 3.1 The Harmonization Committee may invite to attend or participate to any meeting from time to time, any invitees or experts that the Harmonization Committee deems appropriate.

4. Chairperson

- 4.1 The members of the Harmonization Committee shall appoint one of its members to serve and act as chairperson for a one (1) year term. The chairperson shall alternately and in rotation be a member appointed by any of the Parties, as the case may be;
- 4.2 The chairperson shall not have, in any circumstances whatsoever, a casting vote in the event of equality of votes but shall otherwise be entitled to vote on all decisions and recommendations with respect to issues, questions, matters and Disputes submitted or referred to the Harmonization Committee.

5. Expenses

- 5.1 With respect to stenography, transcripts, photocopies and other related costs, the latter shall be assumed and paid by _____ and each of the

Parties shall assume and pay the costs, fees (including legal and expert fees) and expenses (such as air transportation, lodging and meals) relating to its respective representatives on the Harmonization Committee. Any and all other costs, fees and expenses related to the Harmonization Committee shall be assumed and paid in accordance with a decision jointly taken by the Parties.

6. Meetings and Schedule of Meetings

6.1 Meetings

7. Quorum

8. Recommendations and Decisions

9. Yearly Report

- A summary of general issues, questions, matters and Disputes submitted and referred to the Harmonization Committee and their respective outcome, if any;
- A list of its members and any nominations, suspensions, substitutions or removals of such members, as well as the number of meeting(s) each member omitted to attend to in the last year;
- The schedule of the meetings held in the last year and the schedule of the meetings planned or projected for the year to come;
- A copy of all minutes of the Harmonization Committee and related documents;
- The list of any and all pending issues, matters, questions and Disputes; and
- Any recommendations, decisions or comments it deems necessary to submit to the Parties.

$$\text{Fixed Quarterly Amount} = \frac{1}{4} \left[\frac{(A \times B) - C}{1 - (1 + E)^{-D}} \right] \times E$$

Where:

- A. Fixed Annual Amount Factor
- B. LOM Cash Flow
- C. Initial Amount
- D. Life Of Mine
- E. Interest Rate of ___%

Note - If there is an inconsistency between this 0 0 and Chapter 7, then Chapter 7 shall prevail.

Capitalized terms used but not defined in this 0 0 shall have the meanings ascribed to them in this Agreement.

Period	Annual Cash Flow ¹	Cumulative Cash Flow ²	Cree Participation Payment ³	Gold Sold
	A	B		
01/01/16 – 12/31-16				
01/01/17 - 12/31/17				
01/01/18 - 12/31/18				
01/01/19 - 12/31/19				
01/01/20 - 12/31/20				
Total				

1. Calculated as:

Revenue		XXXXXX	
Less the sum of:			
Operating Expenses	XXXXXX		
Exploration Costs	XXXXXX		
Site Rehabilitation and			
Restoration Costs	XXXXXX		
Taxes	XXXXXX		
Mining Duties	XXXXXX		
Capital Expenditures	XXXXXX		
Negative Cash Flow Carry			
Forward	XXXXXX		
Decommissioning Costs			
divided by Life Of Mine	XXXXXX	(XXXXXX)	
Annual Cash Flow		A	

2. Calculated as:

$B = \Sigma A - (\text{Initial Amount} + \text{Fixed or Revised Quarterly Amounts paid to date} + \text{Cree Participation Payments paid to date})$

3. Calculated as:

If B is less than or equal to zero, then the Cree Participation Payment shall be nil.

If A and B are greater than zero, then Cree Participation Payment shall be equal to A x percentage defined in Paragraph b)

Note - If there is an inconsistency between this 0 0 and Chapter 7, then Chapter 7 shall prevail.