

OPINAGOW COLLABORATION AGREEMENT

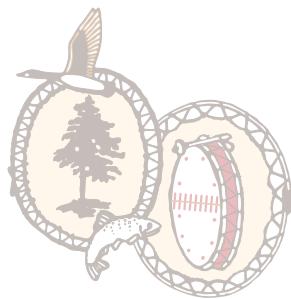
LET'S WALK TOGETHER

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 **GOLDCORP**
ÉLÉONORE



OPINAGOW COLLABORATION AGREEMENT

Entered into in Wemindji (Québec) on this 21st day of February, 2011
Amended on this 8th day of May 2015

BETWEEN

LES MINES OPINACA LTÉE, a legal person duly incorporated under the *Canada Business Corporations Act* (R.S.C., 1985, c. C-44), herein represented by Steven P. Reid, Director, and George R. Burns, President, duly authorized by Resolution dated February 3, 2011, attached hereto as Schedule A;

(hereinafter designated as "**Opinaca**")

AND

THE GRAND COUNCIL OF THE CREES (EEYOU ISTCHEE), a legal person duly incorporated under Part II of the *Canada Corporations Act* (R.S.C., 1970, c. C-32), herein represented by Grand Chief Dr. Matthew Coon Come, duly authorized by Resolution 2011-02 dated February 3, 2011, attached hereto as Schedule B;

(hereinafter designated as the "**GCC(EI)**")

AND

THE CREE REGIONAL AUTHORITY, a legal person established in the public interest duly constituted under *An Act Respecting the Cree Regional Authority* (R.S.Q., c. A-6.1), herein represented by Ashley Iserhoff, Vice-Chairman, duly authorized by Resolution 2011-02 dated February 3, 2011, attached hereto as Schedule C;

(hereinafter designated as the "**CRA**")

AND

THE CREE NATION OF WEMINDJI, a local government duly constituted under the *Cree-Naskapi (of Québec) Act* (S.C. 1984, c. 18), herein represented by Rodney Mark, Chief, duly authorized by Resolution 2011-015 dated January 26, 2011, attached hereto as Schedule D;

(hereinafter designated as the "**Wemindji**")

(the GCC(EI), the CRA and Wemindji are hereinafter collectively designated as the "**Cree Parties**")

Eight (8) signed original versions

Version 1 of 8

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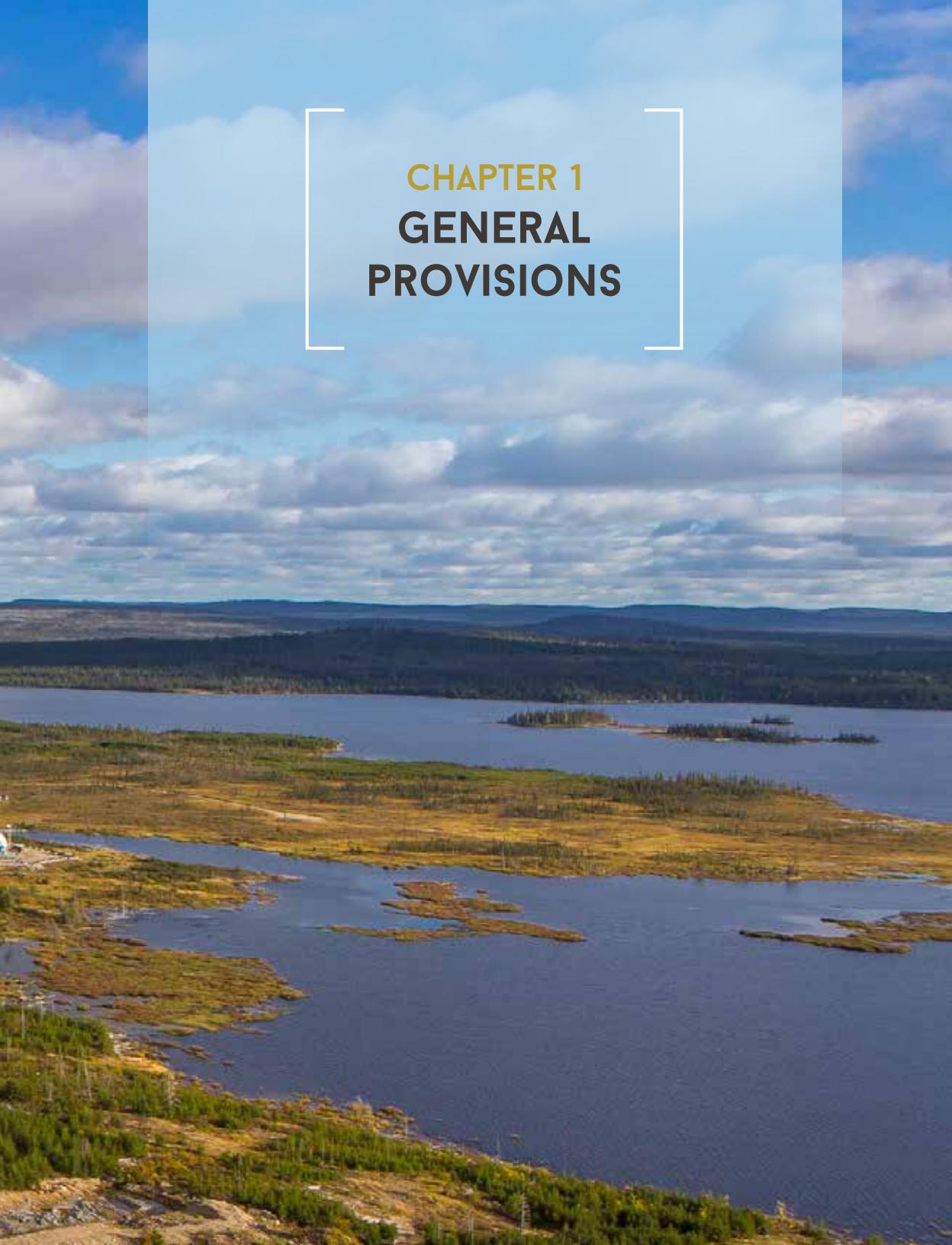
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CHAPTER 1

GENERAL

PROVISIONS



1.1 PURPOSE

The purpose of this Agreement is to establish a collaborative relationship regarding the Construction and Operations Phases of the Éléonore 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 REPRESENTATIONS, WARRANTIES AND INDEMNITY BY GCC(EI) AND CRA

1.2.1 Each of GCC(EI) and CRA solidarily represents and warrants to the other Parties that:

- A)** it duly represents all of the Crees and is entering into this Agreement on its own behalf and on behalf of all of the Crees and all of the Cree Bands;
- B)** it has full legal right, power, authority and capacity to execute and deliver this Agreement on its own behalf and on behalf of all of the Crees and has taken all necessary actions to do so, to perform its obligations and undertakings hereunder and to direct payments hereunder to the Recipient of Payments;
- C)** this Agreement represents consultation with the Cree Parties on the accommodation and mitigation of all of the Éléonore Project's foreseen impacts as described in the ESIA and further provides for processes for the determination of the appropriate accommodation and mitigation of any unforeseen impacts of the Éléonore Project;
- D)** this Agreement, the execution, delivery and performance by it of this Agreement and the consummation by it of the undertakings and obligations contemplated herein are consistent and in compliance with the Cree Nation Mining Policy as of the date hereof;
- E)** the Éléonore Project is situated entirely within the Category III Lands of Wemindji and no other Cree Band has any rights or claims on such lands.

- 1.2.2** Notwithstanding any other provisions of this Agreement, all representations and warranties contained herein shall survive the termination of this Agreement and shall continue in full force and effect indefinitely.
- 1.2.3** Each of GCC(EI) and CRA solidarily covenants and agrees to indemnify and save harmless Opinaca and its Affiliates from any losses, damages, liabilities, costs, fees and expenses (including legal costs, fees and expenses) suffered by Opinaca or its Affiliates, directly or indirectly, as a result of or arising out of a breach of any representation, warranty or covenant of GCC(EI) or CRA contained in this Agreement, irrespective of such breach being caused directly by the Cree Parties or resulting from the actions or omissions of a third party. In the case of a breach resulting from the actions or omissions of a third party, GCC(EI) and CRA shall defend at their costs and expenses (including legal costs, fees and expenses) any claim related thereto upon request by Opinaca or any of its Affiliates. Each of GCC(EI) and CRA hereby undertakes to consult in good faith with Opinaca or its Affiliates in connection with its defence of any indemnified claim, including the selection of counsel, and each of Opinaca or its Affiliates shall have the right at their discretion to participate in the proceedings.
- 1.2.4** If Opinaca determines that it or any of its Affiliates is entitled to indemnification under Subsection 1.2.3, it shall give notice of the claim to the GCC(EI) and CRA and, upon final determination, shall thereafter be entitled to effect compensation of the indemnified amount against any amounts payable to the GCC(EI) and CRA in accordance with this Agreement, provided that Opinaca's or its Affiliates' entitlement to indemnification shall not be limited to the amounts payable to the GCC(EI) and CRA in accordance with this Agreement.

1.3 REPRESENTATIONS, WARRANTIES AND INDEMNITY BY WEMINDJI

1.3.1 Wemindji represents and warrants to the other Parties that:

- A)** it duly represents all of the Wemindji Crees and is entering into this Agreement on its own behalf and on behalf of all of the Wemindji Crees and of the Wemindji Band;
- B)** it has full legal right, power, authority and capacity to execute and deliver this Agreement on its own behalf and on behalf of all of the Wemindji Crees and has taken all necessary actions to do so, to perform its obligations and undertakings hereunder and to direct payments hereunder to the Recipient of Payments;
- C)** this Agreement represents consultation with the Cree Parties on the accommodation and mitigation of all of the Éléonore Project's foreseen impacts as described in the ESIA and further provides for processes for the determination of the appropriate accommodation and mitigation of any unforeseen impacts of the Éléonore Project;
- D)** this Agreement, the execution, delivery and performance by it of this Agreement and the consummation by it of the undertakings and obligations contemplated herein are consistent and in compliance with the Cree Nation Mining Policy as of the date hereof;
- E)** the Éléonore Project is situated entirely within the Category III Lands of Wemindji and no other Cree Band has any rights or claims on such lands.

1.3.2 Notwithstanding any other provisions of this Agreement, all representations and warranties contained herein shall survive the termination of this Agreement and shall continue in full force and effect indefinitely.

1.3.3 Wemindji covenants and agrees to indemnify and save harmless Opinaca and its Affiliates from any losses, damages, liabilities, costs, fees and expenses (including legal costs, fees and expenses) suffered by Opinaca or its Affiliates, directly or indirectly, as a result of or arising out of a breach of any representation, warranty or covenant of Wemindji contained in this Agreement, irrespective of such breach being caused directly by the Cree Parties or resulting from the actions or omissions of a third party. In the case of a breach resulting from the actions or omissions of a third party, Wemindji shall defend at its costs and expenses (including legal costs, fees and expenses) any claim related thereto upon request by Opinaca or any of its Affiliates. Wemindji hereby undertakes to consult in good faith with Opinaca or its Affiliates in connection with its defence of any indemnified claim, including the selection of counsel, and each of Opinaca or its Affiliates shall have the right at their discretion to participate in the proceedings.

1.3.4 If Opinaca determines that it or any of its Affiliates is entitled to indemnification under Subsection 1.3.3, it shall give notice of the claim to Wemindji and, upon final determination, shall thereafter be entitled to effect compensation of the indemnified amount against any amounts payable to Wemindji in accordance with this Agreement, provided that Opinaca's or its Affiliates' entitlement to indemnification shall not be limited to the amounts payable to Wemindji in accordance with this Agreement.

1.4 REPRESENTATION, WARRANTY AND INDEMNITY BY OPINACA

1.4.1 Opinaca represents and warrants to the Cree Parties that it has full legal right, power, authority and capacity to execute and deliver this Agreement and has taken all necessary actions to do so and to perform its obligations and undertakings hereunder.

1.4.2 Notwithstanding any other provisions of this Agreement, all representations and warranties contained herein shall survive the termination of this Agreement and shall continue in full force and effect indefinitely.

1.4.3 Opinaca covenants and agrees to indemnify and save harmless a Cree Party and its Affiliates from any losses, damages, liabilities, costs, fees and expenses (including legal costs, fees and expenses) suffered by such Cree Party or its Affiliates, directly or indirectly, as a result of or arising out of a breach of any representation or warranty of Opinaca contained in this Agreement, irrespective of such breach being caused directly by Opinaca or resulting from the actions or omissions of a third party. In the case of a breach resulting from the actions or omissions of a third party, Opinaca shall defend at its costs and expenses (including legal costs, fees and expenses) any claim related thereto upon request by the Cree Party or any of its Affiliates. Opinaca hereby undertakes to consult in good faith with the Cree Party or its Affiliates in connection with its defence of any indemnified claim, including the selection of counsel, and each of the Cree Parties or their Affiliates shall have the right at their discretion to participate in the proceedings.

1.4.4 If a Cree Party determines that it or its Affiliates are entitled to indemnification under Subsection 1.4.3, it shall give notice of the claim to Opinaca.

1.5 JOINT REPRESENTATION AND WARRANTY BY THE PARTIES

This Agreement constitutes a legal, valid and binding obligation of each of the Parties hereto, enforceable against each of them as well as against the individuals each of the Parties represents in accordance with its terms.

1.6 NON-DEROGATION

The Parties hereby acknowledge that the object of this Agreement is not to affect, restrict, prejudice, waive or otherwise address, in any manner whatsoever, Cree rights, including notably JBNQA treaty rights or any rights granted to Opinaca by any Authorities Having Jurisdiction. By virtue of this Agreement, the Cree Parties declare that no Cree rights are waived or renounced upon, including against or with any Authorities Having Jurisdiction.

The Parties hereby acknowledge that the exercise of certain Cree rights, and notably JBNQA treaty rights to hunt, fish and trap, are restricted on the Éléonore Project Area in accordance with the provisions of this Agreement.

1.7 APPLICATION OF THE JBNQA

The Parties hereby recognize and acknowledge that:

- A)** the Éléonore Project is subject to the environmental and social protection regime provided for under Section 22 of the JBNQA;
- B)** the environmental and social assessment and review procedure under Section 22 of the JBNQA pertaining to the construction of a mine and related infrastructures was initiated prior to the date of this Agreement.

1.8 OPINAGOW COLLABORATION COMMITTEE

1.8.1 Purpose and Creation

In order to ensure the implementation and administration of this Agreement, the Parties hereby create the Opinagow Collaboration Committee (the “**Collaboration Committee**”). The charter of the Collaboration Committee is attached hereto as Schedule 1.8.1.

1.8.2 Preferred Fora

The Collaboration Committee and the Committees shall be the preferred fora of discussion and, to that effect, the Parties agree to collaborate through the Collaboration Committee and the Committees to address and attempt to resolve, on a timely basis, all matters related to this Agreement.

The decisions of the Collaboration Committee and of the Committees that are within the scope of their mandate will be binding upon the Parties insofar as the financial impact thereof does not exceed what is already provided for in this Agreement. For greater certainty, any decision of the Collaboration Committee and of the Committees which financial impact thereof exceeds what is already provided for in this Agreement shall be deemed a recommendation to the Parties only. Upon such recommendation, the concerned Parties will, within three (3) months from the date of the recommendation, provide the other Parties, the Collaboration Committee and the committee that has made the recommendation with reasons why it does or does not accept such recommendation.

1.9 COLLABORATION AGREEMENT IMPLEMENTATION OFFICER

Upon the decision of the Collaboration Committee, in order to supervise and coordinate the proper implementation and administration of this Agreement, Opinaca shall create the position of and hire a “**Collaboration Agreement Implementation Officer**” on a permanent basis. While employed and remunerated by Opinaca, the Collaboration Committee will interview and select the successful candidate.

1.10 CLAIMS AREA

Opinaca duly holds mining claims situated entirely on the Category III Lands of Wemindji which are entirely owned, managed and operated by Opinaca. These claims are listed and described in Schedule 1.10 as the “**Claims Area**”.

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

1.11 ÉLÉONORE PROJECT AND NEW PROJECTS

1.11.1 Project Description

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

1.11.2 New Projects

If a new certificate of authorization contemplated by the EQA is required by Opinaca for a new project on the Claims Area (a “**New Project**”), the Parties shall amend the description of the Éléonore Project provided in Subsection 1.11.1 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 Éléonore Project.

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

1.12 CONSENT OF THE CREE PARTIES

Within the scope of the rights of each Party and of Applicable Laws, the Cree Parties consent to the Éléonore Project in accordance with the terms of this Agreement.

1.13 APPROVALS

The Cree Parties shall collaborate in obtaining, maintaining and securing the approvals, permits and other authorizations required by Opinaca under Applicable Laws in relation to the Éléonore Project and, as the case may be, New Projects.

The Cree Parties shall continue to make their best efforts to seek, obtain and maintain support of the Crees for the Éléonore Project and, as the case may be, New Projects, such support including best efforts to ensure continued access to the Éléonore Project Area and the unimpeded exploration, construction, operations and mine rehabilitation and restoration and related activities in relation to the Éléonore Project.

The Cree Parties shall collaborate with Opinaca in taking or causing to be taken all the measures and actions in support of the Éléonore Project and, as the case may be, New Projects, as are necessary to obtain and maintain any approvals, permits and other authorizations required from Authorities Having Jurisdiction with regard to the Éléonore Project and to ensure its continued operation.

1.14 SETTLEMENT OF DISPUTES

The purpose of the settlement of Disputes process set out in Sections 1.15 and 1.16 is to:

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

1.15 DEFINITION OF THE TERM “DISPUTE(S)”

The procedure set out in Section 1.16 does not apply to:

- A)** the application or interpretation of any treaty rights or aboriginal rights of the Cree including the application or interpretation of the JBNQA, the Paix des Braves, the February 21, 2008 NRA 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 breach of the representations and warranties of the Parties and any indemnity relating thereto;
- E)** alleged material breach of the Cree Parties’ covenants in this Agreement, including those provided in Section 1.13;
- F)** alleged material breach of Opinaca’s covenants provided in this Agreement;
- G)** 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 Chapter 7, for the purposes of this Agreement, a “**Dispute**” means any dispute related to or arising out of the interpretation of this Agreement.

1.16 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 1.16 or in Chapter 7 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 1.16 or in Chapter 7 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 Collaboration Committee by any affected Party.
- D)** Failing resolution of the Dispute by the Collaboration Committee within thirty (30) days of its referral, there shall be a meeting to address and resolve the Dispute held between the executive officer of Goldcorp responsible for Opinaca, the Mine Manager, the Chief of Wemindji and the Executive Director of the GCC(EI)/CRA within thirty (30) days from the date on which the Dispute was submitted and referred to the Collaboration Committee.

- E)** In the event the Parties fail to settle the Dispute within thirty (30) days following the meeting held pursuant to Paragraph 1.16(d), 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. The Cree Parties shall jointly appoint one (1) arbitrator, Opinaca 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 Opinaca or the Cree 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 1.16(e) 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 Section 1.16 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 1 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 1.16. 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 this Section 1.16 is peremptory and, notwithstanding the foregoing, the Parties may agree to amend the delays provided for in this Section 1.16 accordingly, taking into consideration the circumstances of a specific Dispute, except the delays mentioned in Paragraph 1.16(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 1. 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.

1.17 DEFINITIONS

For the purposes of this Agreement, unless indicated otherwise and subject to Section 7.9, 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 Collaboration 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 Collaboration 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; and (ii) all of Opinaca’s policies, rules and regulations related to the safety, security and continued operations of the Éléonore Project, 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 Éléonore Project pursuant to Applicable Laws, including Environmental Authorities;

“Authorized Representative” means any director, officer, agent, employee, mandatory, 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;

“Business Opportunities Committee” has the meaning ascribed thereto in Section 3.13;

“Category III Lands” has the meaning ascribed thereto in Section 1.6 of the JBNQA;

“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 Éléonore 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;

“Chief of Wemindji” means the person holding the office of Chief of the Wemindji Band pursuant to the applicable provisions of Part II of the Cree-Naskapi Act;

“Claims Area” has the meaning ascribed thereto in Section 1.10;

“Collaboration Agreement Implementation Officer” has the meaning ascribed thereto in Section 1.9;

“Collaboration Committee” has the meaning ascribed thereto in Subsection 1.8.1;

“Commercial Production” means and shall be deemed to have been attained when management declares that operating levels intended by Opinaca’s management at the Éléonore 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;

“Committees” means, collectively, the Employment Committee, the Business Opportunities Committee, the Environment Committee and any other committee that may be created, established and implemented pursuant to the provisions of this Agreement;

“Confidential Information” has the meaning ascribed thereto in Subsection 8.4.1;

“Construction Phase” means that period from the time of the unconditional decision of the board of directors of Opinaca authorizing Opinaca to proceed with the construction and operation of a mine and related infrastructures and facilities to be located on the Éléonore Project Area and committing the required capital in relation thereto until the commencement of Commercial Production;

“Construction and Operations Phases” means the Construction Phase and the Operations Phase;

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

“Cree” and **“James Bay Cree”**, as applicable, means Cree or James Bay Cree, pursuant to Section 1.9 of the JBNQA;

“Cree Band” means the Cree Nation of Chisasibi, the Whapmagoostui First Nation, the Cree Nation of Wemindji, the Eastmain Band, the Waskaganish Band, the Nemaska Band, the Waswanipi Band and the Cree Nation of Mistissini, respectively constituted as corporations by the Cree-Naskapi Act as well as the collectivity of the Crees of Oujé-Bougoumou, which is in the process of being legally constituted as a Cree Band within the meaning of the Cree-Naskapi Act;

“Cree Content” has the meaning ascribed thereto in Subsection 3.9.3;

“Cree Enterprises” has the meaning ascribed thereto in Section 3.5;

“Cree Enterprises List” has the meaning ascribed thereto in Section 3.5;

“Cree Entity” means any Cree controlled corporation, directly or indirectly, enterprise or legal entity referred to in the JBNQA or created pursuant to the JBNQA or any other agreement between the Government of Québec or the Government of Canada and any Cree Band, the GCC(EI) or the CRA;

“Cree-Naskapi Act” means the *Cree-Naskapi (of Québec) Act* (S.C., 1984, c. 18), as it may be replaced, supplemented or amended from time to time while this Agreement is in force;

“Cree Nation Mining Policy” means the *Cree Nation Mining Policy* adopted unanimously by the GCC(EI) and the CRA through Resolution 2010-43 dated December 15, 2010;

“Cree Party” or **“Cree Parties”** means either, all or any combination of the GCC(EI), the CRA and Wemindji, as applicable;

“Cree Traditional Knowledge” means the knowledge, innovations and practices of the Crees as developed from experience gained over centuries and adapted to the local culture and environment, particularly in, but not limited to, land use, hunting, fishing, trapping and environmental management in general;

“Dispute” has the meaning ascribed thereto in Section 1.15;

“Éléonore Project” means the project described in Subsection 1.11.1;

“Éléonore Project Area” means the area subject to the claims listed in Schedule 1.17;

“Employment Committee” has the meaning ascribed thereto in Section 2.11;

“Environment Committee” has the meaning ascribed thereto in Section 6.10;

“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 Opinaca with respect to environmental matters concerning the Éléonore 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 Opinaca with the Environmental Authorities in January 2010;

“February 21, 2008 NRA Agreement” means the *Agreement Concerning a New Relationship Between the Government of Canada and the Cree of Eeyou Istchee* signed on February 21, 2008;

“GCC(EI)” has the meaning ascribed thereto in the appearance;

“Goldcorp” means Goldcorp Inc.;

“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;

“Mayappo Institute” means the Angus Mayappo Science and Technology Institute created pursuant to Section 5.5;

“Mine Manager” means the general manager of the Éléonore Project;

“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 1.11.2;

“Notice of Default” has the meaning ascribed thereto in Subsection 8.1.3;

“Operations Phase” means that period from the commencement of Commercial Production until the date of the permanent closure and decommissioning of the mine corresponding to the date of completion of the mine rehabilitation and restoration plan filed with Authorities Having Jurisdiction pursuant to Applicable Laws;

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

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

“Party” means either of Opinaca, GCC(EI), CRA and Wemindji and **“Parties”** means all parties collectively;

“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;

“Recipient of Payments” means, at the date of execution of this Agreement, the CRA or subsequently a not-for-profit corporation, partnership, foundation or trust so designated and created by the Cree Parties for the benefit of the Cree, in which case such not-for-profit corporation, partnership, foundation or trust will be required to intervene to this Agreement and declare to be bound by its terms, being understood that it will not be permitted to carry out directly or indirectly any commercial activities and that any revenues or gains resulting from portfolio investments of the payments received pursuant to Chapter 7 of this Agreement, or any reinvested earnings therefrom, will be permitted activities;

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

“**Term**” has the meaning ascribed thereto in Subsection 8.1.1;

“**Wemindji**” has the meaning ascribed thereto in the appearance;

“**Wemindji Band**” has the meaning ascribed thereto in Paragraph 12(1) of the Cree-Naskapi Act;

“**Wemindji Business Development Fund**” has the meaning ascribed thereto in Section 3.12;

“**Wemindji Cree**” means the Cree of Wemindji; and

“**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.

1.18 RULES OF INTERPRETATION

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

1.18.1 Copies

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

1.18.2 Currency

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

1.18.3 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:
 - › the day which marks the start of the period or delay is not counted, but the last day is counted;
 - › 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.

1.18.4 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.

1.18.5 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.

1.18.6 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.

1.18.7 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.

1.18.8 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.

1.18.9 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.

1.18.10 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.

1.18.11 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.

1.18.12 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.

1.18.13 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.

1.18.14 Further Assurances

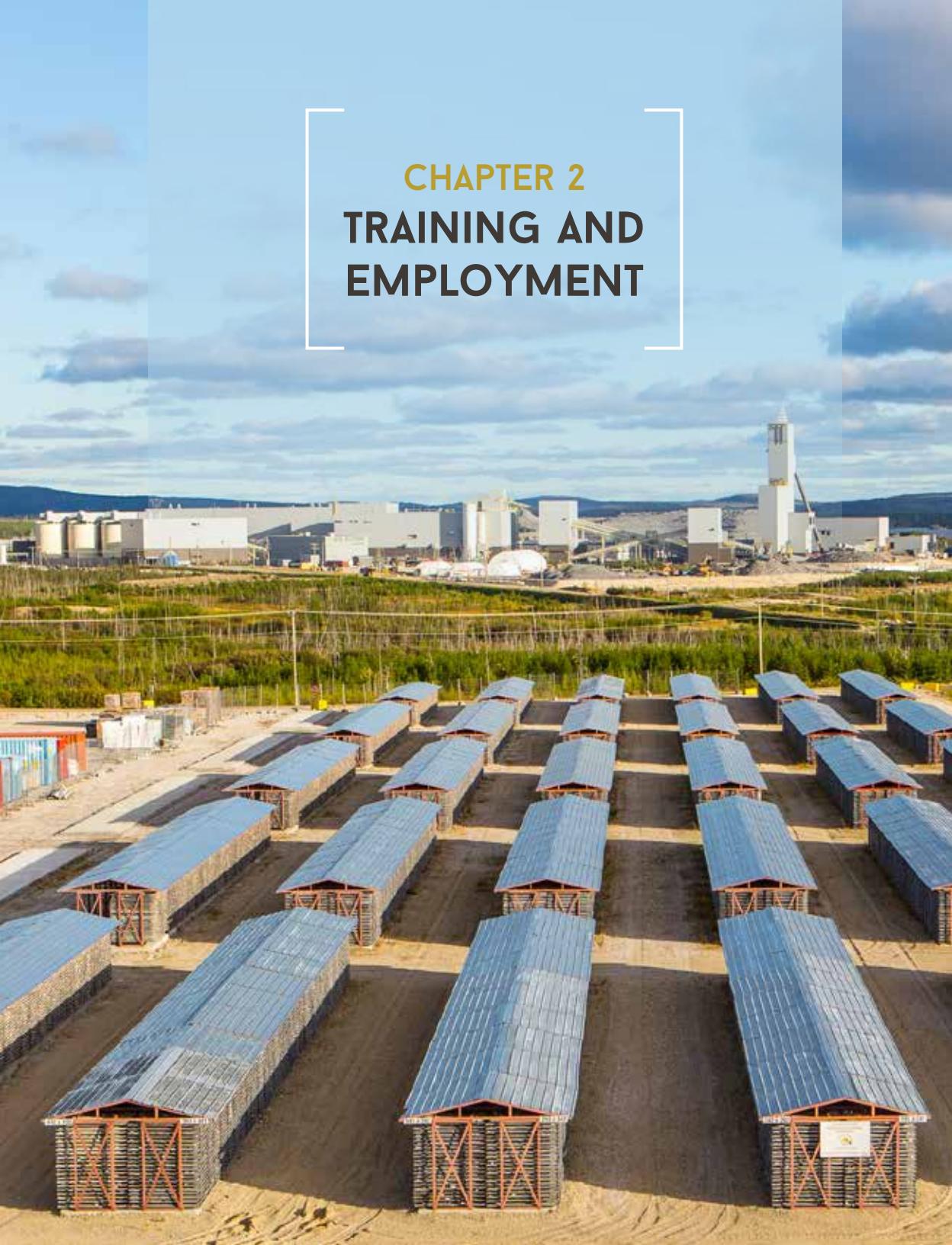
Each Party to this Agreement agrees to execute such other documents or instruments of any nature whatsoever and to do and perform such other acts and things as any other Party may reasonably request in order to give effect to this Agreement.

1.18.15 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.

1.18.16 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

TRAINING AND EMPLOYMENT



2.1 PURPOSE

The purpose of this Chapter 2 is to establish and implement programs to promote the training, employment and retention of the Crees, and more particularly the Wemindji Crees, in a manner that shall be mutually beneficial to the Parties and that enables the integration and advancement of Crees within Opinaca's workforce.

2.2 OBJECTIVES

The objectives of this Chapter 2 are the following:

- A)** Ensure that a maximum number of skilled and qualified Crees have access to training and employment opportunities;
- B)** Ensure a balanced development of Cree human resources by developing a range of training programs related to the Operations Phase of the Éléonore Project;
- C)** Establish measures that reflect the Parties' desire that Opinaca's workforce will eventually reflect the relative proportion of the Cree permanent resident labour force in the labour region identified in Schedule 2.2, which region includes Matagami, Chibougamau, Lebel-sur-Quéillon and Chapais; and
- D)** Encourage contractors and suppliers to make all reasonable efforts to promote training and employment opportunities for Crees.

2.3 GUIDELINES

The following guidelines shall be applied:

- A)** Each candidate for training programs is responsible for acquiring the required skills and qualifications to be eligible for said programs;
- B)** The development of the Cree component of the training programs will be done in collaboration with the Employment Committee;

- C)** Opinaca shall retain its management rights over the Éléonore Project, including final selection and hiring of all Crees;
- D)** All employees shall be subject to the same employment standards, rules and policies.

2.4 TRAINING PROGRAMS

2.4.1 Induction Program

Opinaca shall include a cross-cultural awareness component in its mandatory induction program.

2.4.2 Cree Aspects of Programs

Opinaca shall:

- A)** provide French language instruction and ensure that all training programs are available both in English and in French;
- B)** develop and implement training programs so that they result in the integration of Cree employees, including cross-cultural awareness programs, and, with the assistance of the Cree Parties, ensure that Opinaca's supervisory staff receives training on the spirit and relevant content of this Agreement. When practicable, such training shall also be made available to the supervisory staff of Opinaca's contractors.

2.4.3 Internships and Summer Jobs

Subject to Opinaca's needs, Opinaca shall establish internships and summer jobs programs for the Crees.

2.5 RECRUITMENT

The Employment Committee shall develop and implement, with the collaboration of the Parties, a recruitment strategy on the following:

- A)** Annual employment information sessions in Cree communities;
- B)** Posting of employment opportunities, including minimum qualifications;
- C)** Role and participation of local and regional Cree organizations in the identification, selection, preparation and training by the Crees of candidates for employment at the Éléonore Project.

2.6 EMPLOYMENT TARGETS

The Employment Committee shall establish annual employment targets and relevant metrics and shall conduct an annual review of the achievement by the Cree Parties and Opinaca of the prior Year's employment targets and the effectiveness of the metrics. The Employment Committee shall forward such review and any recommendation related thereto to the Collaboration Committee.

Subject to Opinaca's employment needs, the annual employment targets shall be established, measured and reviewed based on the following:

- A)** The unemployment rate in the Cree communities;
- B)** The availability of a qualified Cree workforce; and
- C)** Other projects and employment opportunities available to the Cree.

2.7 INTEGRATION, RETENTION AND ADVANCEMENT OF CREE WORKERS

The Employment Committee shall develop and implement, with the collaboration of the Parties, a strategy on the following:

- A) Cross-cultural awareness;**
- B) Mentoring opportunities;**
- C) Communication of the employee assistance program; and**
- D) Cree representation on labour relations and social committees.**

2.8 EMPLOYMENT CONDITIONS

2.8.1 Language

Subject to any Applicable Laws and to any safety requirements, recruitment and employment by Opinaca may also be done in English.

2.8.2 Work Rotation Schedule

Cree employees shall have the same work rotation schedule as that of their assigned work shift, being 14/14, 7/7 or any combination thereof and, in the case of management level employees, 4/3 or as negotiated. Any planned changes to the work rotation schedule shall be discussed with the Employment Committee for recommendation purposes only.

2.8.3 Zero Tolerance Alcohol and Drug Policy

The Cree Parties acknowledge that: (i) Opinaca has a *Zero Tolerance Alcohol and Drug Policy* in effect which is applicable to all employees and contractors; and (ii) have reviewed such policy. The Parties shall take appropriate measures to promote the principles embodied in such policy. The Cree Parties shall support its implementation, including any policy providing, among other things, to the extent allowed by Applicable Laws, random or “for cause” tests.

Any employee who violates the *Zero Tolerance Alcohol and Drug Policy* is subject to disciplinary measures, including suspension and/or dismissal and immediate removal from the Éléonore Project, at the sole and entire discretion of Opinaca.

2.8.4 Voting

Opinaca shall facilitate the establishment and supervision by the Crees of polling stations at the Éléonore Project for Cree employees to vote in Cree local or regional elections or referenda, provided it does not interfere with the normal operations of the Éléonore Project.

2.9 **COMMUNICATION**

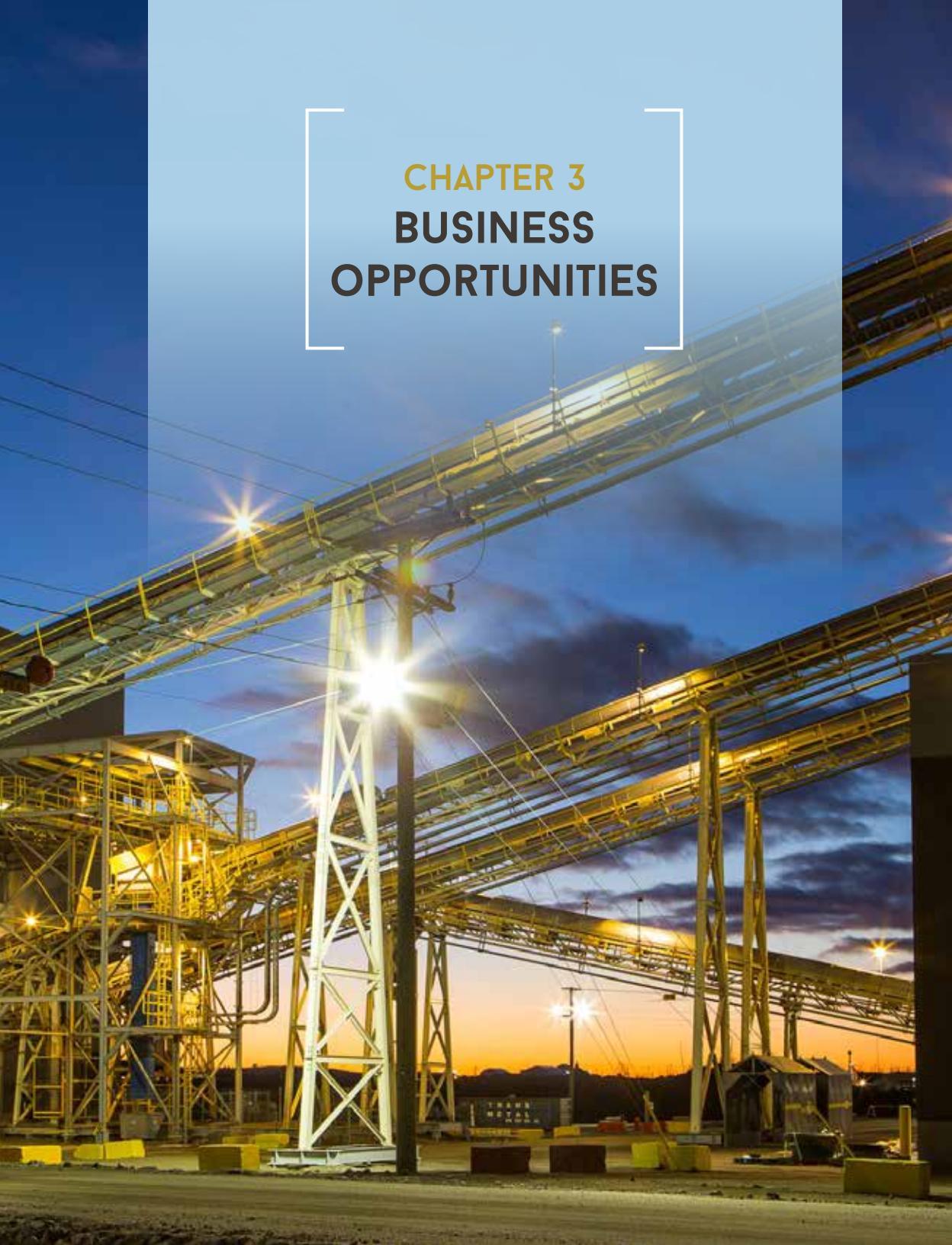
Opinaca hereby undertakes to report to the Cree Parties any case of death or major accidents at the Éléonore Project no later than twenty-four (24) hours after having been informed thereof. On a semi-annual basis, Opinaca undertakes to provide to the Employment Committee the safety and injury frequency reports for the prior period, subject to Applicable Laws.

2.10 **COLLECTIVE AGREEMENTS**

If any collective labour agreement negotiations take place between Opinaca and a labour union as a result of a labour relations board certification or voluntary recognition of a bargaining agent at the Éléonore Project, Opinaca shall use its commercially reasonable efforts to negotiate a collective agreement that does not conflict with the provisions of this Agreement. Notwithstanding the foregoing, in the event that by virtue of Applicable Laws, a collective agreement is imposed on Opinaca which contains terms and conditions which conflict with the terms and conditions of this Agreement, then Opinaca's obligations to perform the terms and conditions of the collective agreement shall prevail and, subject to Subsection 1.18.10, Opinaca shall be relieved of its obligations to perform the conflicting terms and conditions of this Agreement.

2.11 EMPLOYMENT COMMITTEE

The Parties hereby create a committee for training and employment matters (the “**Employment Committee**”). The charter of the Employment Committee is attached hereto as Schedule 2.11.

A photograph of a large industrial conveyor belt system at dusk or night. The conveyor belts are illuminated from below, creating a bright yellow glow against a dark blue sky. The structure is made of steel beams and support towers. Power lines are visible in the background. The text is overlaid on a white rectangular box.

CHAPTER 3

BUSINESS OPPORTUNITIES



3.1 PURPOSE

The purpose of this Chapter 3 is to promote the development of economic and business opportunities for the Crees, and more particularly the Wemindji Crees, in order to support the sustainable economic and community development of the Crees by utilizing, where feasible, Cree Enterprises during the Construction and Operations Phases of the Éléonore Project.

3.2 OBJECTIVES

The objectives of this Chapter 3 are the following:

- A)** Encourage the development of Cree mining expertise;
- B)** Facilitate Cree participation with Opinaca in economic development;
- C)** Maximize business opportunities for the Crees, particularly the Wemindji Crees;
- D)** Support the creation, diversification and development of competitive Cree businesses and related employment opportunities for Crees;
- E)** Provide for a meaningful Cree participation in a competitive tendering process.

3.3 GUIDELINES

The contracts awarded by Opinaca shall be based on, though not necessarily in this order:

- A)** Cree Content and Cree participation, including training and employment for Crees;
- B)** Cost competitiveness;
- C)** Availability;
- D)** Quality;

- E)** Timeliness;
- F)** Past performance and experience;
- G)** Capacity;
- H)** Sound business practices;
- I)** Compliance with this Agreement.

3.4 EXCLUDED CONTRACTS

This Chapter 3 shall not apply to contracts for goods and services set out in Schedule 3.4. If Opinaca submits any such contracts to a tender process, it shall provide notice of the tender to the Cree Parties.

3.5 CREE ENTERPRISES LIST

The Cree Parties shall be responsible for the identification of qualified Cree Enterprises for Opinaca.

The business opportunities made available by Opinaca to the Crees under this Chapter 3 apply only to “**Cree Enterprises**”, which means:

- A)** a Cree Band, or any Cree Entity, or any unincorporated business belonging to a James Bay Cree, as well as any corporation in which one or more James Bay Cree, Cree Band, Cree Entity or any trust, foundation or fund instituted to the benefit of any one or more of the aforementioned, holds more than fifty percent (50%) of the voting shares or a sufficient participation to appoint the majority of directors, as well as any partnership, joint venture, not-for-profit corporation or other enterprise or legal entity in which one or more James Bay Crees, Cree Band, Cree Entity or any trust, foundation or fund instituted to the benefit of any one or more of the aforementioned holds, directly or indirectly, a controlling interest, as well as any Affiliate controlled by any such corporation, partnership, joint venture, not-for-profit corporation or other enterprise or legal entity;

B) any enterprise in which the majority of employees who are dedicated to the contracts to be awarded by Opinaca are Cree and in which one (1) or more James Bay Cree holds an equity interest.

The Cree Parties shall ensure that Opinaca is provided with or given access to a current list of Cree Enterprises (the “**Cree Enterprises List**”) that are interested in supplying goods or services to the Éléonore Project, including a description of: (i) goods and services offered; (ii) relevant expertise; (iii) number of Crees employed; (iv) composition of ownership and management; and (v) location of head office.

In consultation with the Cree Parties, Opinaca may review the status of the Cree Enterprises on the Cree Enterprises List to determine if each such enterprise continues to meet the criteria of a Cree Enterprise.

3.6 ADVANCE NOTICE

Within sixty (60) days after the date of execution of this Agreement, Opinaca shall develop, and provide a copy to the Cree Parties and to the Business Opportunities Committee, an initial list of contracts with respect to the Construction Phase of the Éléonore Project. Such initial list shall outline the nature of the work and, if then known to Opinaca, the estimated duration of the work and the basic contract terms and conditions. The initial list shall be updated within twelve (12) months of the expected date of commencement of the Construction Phase.

At least sixty (60) days prior to the expected date of Commercial Production, Opinaca shall develop, and provide a copy to the Cree Parties and to the Business Opportunities Committee, an initial list of contracts for the next two (2) Years with respect to the Operations Phase of the Éléonore Project. Such initial list shall outline the nature of the work and, if then known to Opinaca, the estimated duration of the work and the basic contract terms and conditions.

After Commercial Production, Opinaca shall, no later than December 15 of each Year, develop, and provide a copy to the Cree Parties and to the Business Opportunities Committee, an initial list of contracts for the then upcoming Year. Such initial list shall outline the nature of the work and, if then known to Opinaca, the estimated duration of the work and the basic contract terms and conditions.

3.7 TAILORING

Within a reasonable delay of the receipt of the lists of contracts set out in Section 3.6, the Business Opportunities Committee shall identify contracts that it recommends Opinaca to tailor to the needs, abilities, qualifications and work experience of Cree Enterprises in order to allow them to submit competitive proposals that meet the business objectives of Opinaca.

Opinaca shall provide a written explanation to the Business Opportunities Committee if it elects not to follow such recommendations.

3.8 CREE PRIORITY

On an annual basis and upon receipt of the lists of contracts set out in Section 3.6, the Business Opportunities Committee shall identify contracts for which particular Cree Enterprise(s) shall be given a preferential right to negotiate for contracts by mutual agreement.

If Opinaca and any Cree Enterprise(s) identified pursuant to this Section 3.8 cannot complete a contract on commercially reasonable and competitive terms, Opinaca may seek and conclude contracts with any other firm using the same criteria as it applied in the course of negotiations with the Cree Enterprise(s) and it shall notify the Business Opportunities Committee of same. Opinaca shall be prohibited from awarding a contract to an enterprise under more favourable conditions, taken as a whole, than those last offered by the Cree Enterprise(s) for such contract.

For other contracts for which Opinaca intends to negotiate by mutual agreement with a non-Cree Enterprise, Opinaca shall consult with the Business Opportunities Committee for the latter to provide its recommendations.

3.9 TENDERING

3.9.1 Invitational Competitive Process

All tendered contracts related to the Éléonore Project during the Operations Phase not awarded pursuant to Section 3.8 shall be tendered on the basis of Opinaca's invitational competitive process, except for any contract governed by the rules of the *Bureau des soumissions déposées du Québec* or any successor thereof.

3.9.2 Reserved Invitations

In the context of the invitational competitive process set out in Subsection 3.9.1, Opinaca shall reserve at least one third (1/3) of the invitations for Cree Enterprise(s) identified by the Business Opportunities Committee.

The bidding process shall proceed, notwithstanding the number of responses, if any, to the reserved invitations for Cree Enterprise(s).

3.9.3 Bid Evaluation

In requesting bids for goods and services, Opinaca shall include the Cree Enterprises List in its tender forms, a provision requiring bidders to identify the Cree Enterprises, if any, that such bidder would engage directly or as subcontractors or suppliers, and the number of James Bay Cree to be trained and employed or hired by the bidder ("Cree Content"). Contractors shall be asked to submit annual reports to Opinaca for multi-year contracts in respect of the Cree Content of each contract in the prior Year and Opinaca shall forward all such annual reports to the Business Opportunities Committee.

3.9.4 Evaluation Grid

All qualifying bids received by Opinaca shall be evaluated on the basis of the guidelines identified in Section 3.3 and through the use of an evaluation grid used, from time to time, by Opinaca in the course of its procurement management process and on which the Business Opportunities Committee has been consulted.

3.9.5 Completed Evaluation

If one (1) or more Cree Enterprises participated in the tender process, but were not awarded the contract, upon request of the Business Opportunities Committee and with the consent of the relevant Cree Enterprise(s), Opinaca shall provide copies of the analysis of the Cree Enterprises' bids and of the total score of the successful bidder. The Business Opportunities Committee shall provide to Opinaca its comments on the analysis of the Cree Enterprises' bids and Opinaca shall respond to the Business Opportunities Committee.

3.9.6 Authority to Award Tendered Contracts

Opinaca shall have the sole responsibility and authority to award tendered contracts within the delays outlined in the bid documents.

3.9.7 Recommendations from the Business Opportunities Committee

The Business Opportunities Committee may provide to Opinaca its recommendations on which enterprise should be awarded a tendered contract.

3.10 **EVALUATION**

Subject to this Chapter 3, Opinaca retains all of its management rights to make all independent decisions, in its sole and entire discretion, relating to the awarding of contracts, qualifications for contractors, contractual terms and the assessment of the competitiveness of bids.

3.11 URGENT AND UNFORESEEN CONTRACTS

3.11.1 Urgent Contracts

In the case of an emergency, Opinaca shall consult the Cree Enterprises List to engage any supplier of goods and services it deems necessary to protect life, limb or property, the environment, public safety and to protect and ensure the Construction and Operations Phases of the Éléonore Project or to comply with Applicable Laws. If Opinaca identifies a Cree Enterprise able to supply the goods or services required, Opinaca shall attempt to reach an agreement with such Cree Enterprise in a commercially reasonable delay. Failing such agreement within a delay acceptable to Opinaca, the latter will be entitled to enter into such contract with any third party. Opinaca shall provide to the Business Opportunities Committee the reasons as to why a Cree Enterprise was not retained.

3.11.2 Advance Notice Not Given

Any unforeseen contract for which an advance notice was not given to the Cree Parties and the Business Opportunities Committee in accordance with Section 3.6 shall not be tendered before it has been tailored in accordance with Section 3.7, unless the need for such contract is urgent, in which case the process set out in Subsection 3.11.1 shall apply.

3.12 WEMINDJI BUSINESS DEVELOPMENT FUND

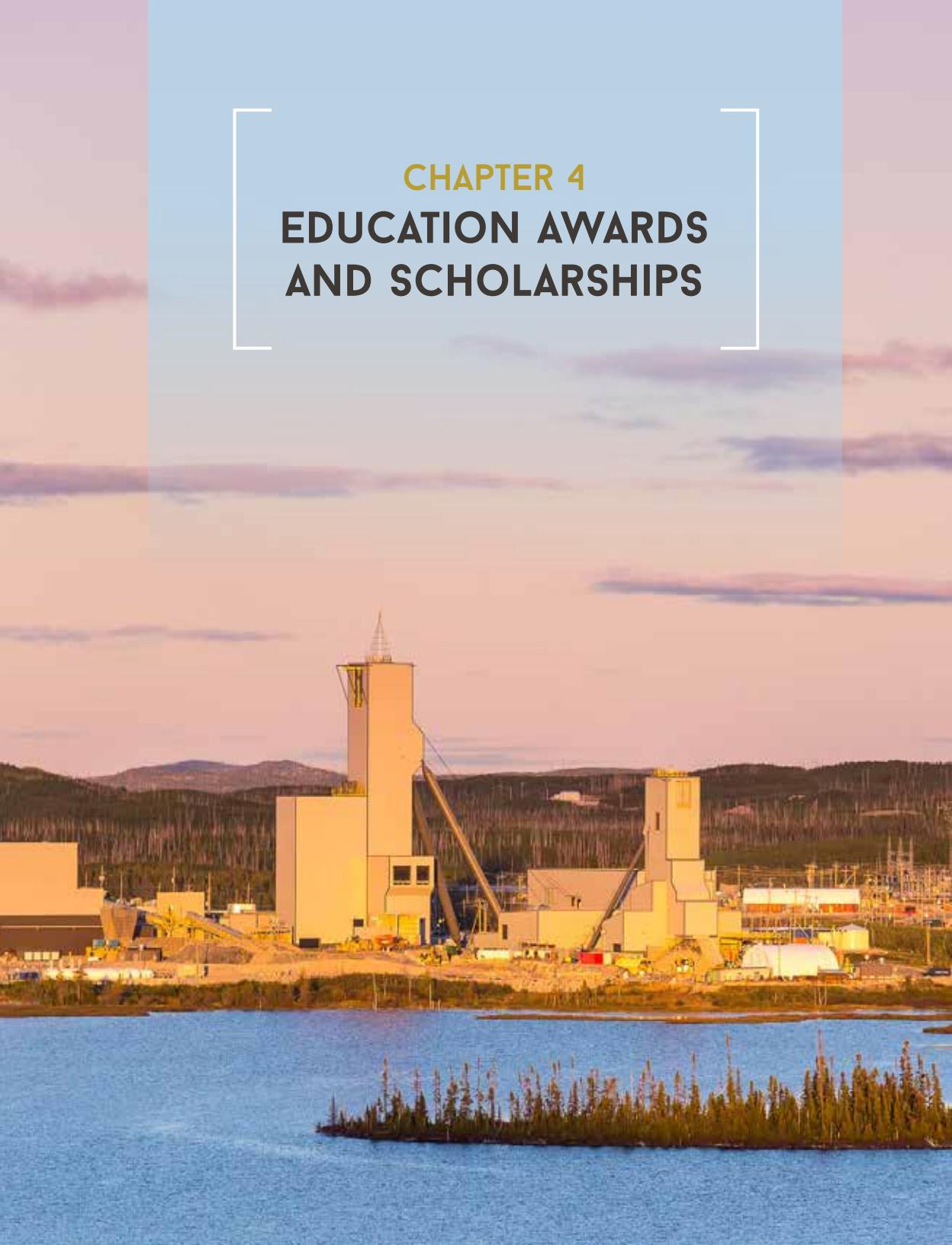
Opinaca agrees to annually contribute an amount of — dollars (\$—) to a fund, which shall be remitted to Wemindji on April 1 of each Year commencing in the Year in which Opinaca has declared attainment of Commercial Production (the “**Wemindji Business Development Fund**”).

The Wemindji Business Development Fund shall be used and disbursed by Wemindji for the purpose of supporting the development of Cree Enterprises. The Business Opportunities Committee shall transmit its recommendations on the use of funds and Wemindji shall respond thereto.

Within ninety (90) days of the end of each Year, Wemindji shall provide audited financial statements to Opinaca as to the use of the Wemindji Business Development Fund in the previous Year.

3.13 BUSINESS OPPORTUNITIES COMMITTEE

The Parties hereby create a committee for business opportunities matters (the “**Business Opportunities Committee**”). The charter of the Business Opportunities Committee is attached hereto as Schedule 3.13.



CHAPTER 4

EDUCATION AWARDS AND SCHOLARSHIPS



GOLDCORP
ÉLÉONORE

4.1 PURPOSE

The purpose of this Chapter 4 is to establish and implement programs to promote the education of the Crees, and more particularly the Wemindji Crees.

4.2 EDUCATION MEASURES AND INITIATIVES

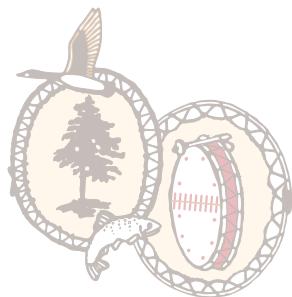
Opinaca shall make available to the Mayappo Institute an amount of up to — dollars (\$—) in each Year in which the Éléonore Project is in operation commencing in the Year in which Opinaca has declared attainment of Commercial Production for the purposes of:

- A)** Scholarships for Wemindji Crees to pursue post-secondary education, particularly in subjects related to careers in mining and relevant for Wemindji's development;
- B)** Encouraging excellence in education through competitions, prizes and achievement awards at various levels in the Cree school system;
- C)** Any other measures the Collaboration Committee deems appropriate for the fulfilment of the purpose of this Chapter 4.

The initiatives referred to above shall include reference to Goldcorp and/or Opinaca, as determined by the Collaboration Committee. The Collaboration Committee shall establish mechanisms and criteria for the granting of awards and scholarships by the Mayappo Institute. The Parties hereby agree to collaborate with the Mayappo Institute in publicizing the scholarships and awards programs set up by the Mayappo Institute.



 **GOLDCORP**
ÉLÉONORE





CHAPTER 5

SOCIAL AND CULTURAL



5.1 PURPOSE

The purpose of this Chapter 5 is to ensure the respect, preservation and promotion of the Cree culture during the Construction and Operations Phases of the Éléonore Project.

5.2 OBJECTIVES

The objectives of this Chapter 5 are the development and delivery of cultural and social programs and the development and promotion of cross cultural exchanges at the Éléonore Project.

5.3 TRAPLINE MANAGEMENT

5.3.1 Traditional Authority

During the Construction and Operations Phases of the Éléonore Project, Opinaca continues to recognize and respect the traditional authority of the Tallymen on the management of the harvesting on the VC22 and VC28 traplines. In addition, Opinaca also continues to recognize and respect the traditional authority of the Tallyman on the management of the harvesting on the VC29 trapline, in accordance with the terms of the letter of undertaking executed between Opinaca and Mr. Michael Mayappo (and his successors), dated March 19, 2007, a copy of which is attached hereto as Schedule 5.3.1 and to the extent that there is no interference with the safe and efficient functioning of the Éléonore Project.

5.3.2 Consultation

Opinaca undertakes to consult with the Tallymen of the VC22, VC28 and VC29 traplines regarding operations that may affect the pursuit of their respective traditional activities.

Excluding the Éléonore Project Area and the flight corridors required for the use of the permanent airstrip and helipad, as such are described in Subsection 3.6.2 of Chapter 3 of the ESIA, subject to the Certificate of Authorization, Opinaca shall respect restricted zones (no-fly zones and no use of ATV zones) and periods that will be identified in collaboration with the land users and Opinaca and transmitted to Opinaca at the

latest on April 1 of each Year, for the Spring goose hunt season, and September 1 of each Year, for the Fall moose hunt season.

5.3.3 Opinaca Indohoun Fund

Upon the first payment of the Fixed Amount (as defined in Chapter 7) and on the anniversary date of such payment in any subsequent Year during the Construction and Operations Phases, Opinaca shall contribute an amount of — dollars (\$—) to the “Indohoun Fund”. The Indohoun Fund shall be held and amounts shall be disbursed by Opinaca as directed by the Collaboration Committee upon receipt of a decision of the Collaboration Committee approving a project which has the support of the Tallyman of the VC29 trapline and meeting the following objectives:

- A**) Facilitate the continuance by the Crees of traditional activities;
- B**) Diversify sources of livelihood for affected Cree users such as guiding and outfitting services;
- C**) Carry out any work deemed appropriate to adopting and implementing wildlife management, conservation and enhancement measures.

5.4 **FACILITIES**

5.4.1 On-Site Facilities

During the Construction and Operations Phases, Opinaca hereby agrees that it shall:

- A**) Construct and maintain a cultural site at the Éléonore Project, where traditional food can be stored and prepared for the personal use of the Crees;
- B**) Facilitate occasional site visits by the Wemindji Crees to the Éléonore Project;

C) Provide a multi-purpose space for delivery of community and social programs, measures or initiatives including, but not limited to, local wellness, cultural, arts, crafts and religious programs.

5.4.2 Off-Site Programs and Facilities

During the Construction and Operations Phases, Opinaca hereby agrees that:

- A)** it shall collaborate to any regular bulletin for local radio broadcasting to inform the Wemindji Crees about the activities related to the Éléonore Project;
- B)** its newsletter shall be made available to Wemindji;
- C)** it shall promote healthy lifestyle activities and alcohol and substance abuse prevention programs for community and youth and hold information sessions on its policies regarding such for Wemindji Crees;
- D)** it shall provide to Wemindji an annual amount not exceeding — dollars (\$—) per Year for transportation services of the Wemindji Crees for site visits.

5.5 **ANGUS MAYAPPO SCIENCE AND TECHNOLOGY INSTITUTE**

5.5.1 Operational Funding

During the Operations Phase, Opinaca shall contribute each Year to the Mayappo Institute an amount equal to the amount secured by the Mayappo Institute from other funding sources in the Year, up to a maximum of — dollars (\$—) per Year. The first such payment shall be paid within thirty (30) days of the date of execution of this Agreement and thereafter on the first business day of each subsequent Year. The Cree shall provide to Opinaca a written confirmation of such funding sources of the committed amount.

5.5.2 Facilities

Upon completion of the construction of the appropriate facilities for the delivery of programs by the Mayappo Institute in Wemindji, Opinaca shall pay to Wemindji towards the construction costs of said facilities a maximum contribution of — dollars (\$—) in capital and interest, payable over a term of five (5) years in equal and consecutive instalments commencing on the date of completion.

5.5.3 Collaborations

Opinaca shall facilitate the development of collaborations between the Mayappo Institute and training institutions for the development and delivery of the training programs, measures and initiatives.

5.6 **ARCHAEOLOGICAL AND BURIAL SITES**

Should an archaeological or burial site be found within the limits of the Éléonore Project Area, it shall be surveyed by or at the direction of Opinaca and the Collaboration Committee shall ensure that appropriate measures be taken at Opinaca's expense, if any, in accordance with Applicable Laws. All measures taken with respect to such archaeological or burial site shall ensure that remains and/or artefacts are handled with dignity and respect.

If the families of the deceased can be identified, the Cree Parties shall consult such families as to the location of a new burial site for the remains. The Collaboration Committee and the Cree Parties may agree to other arrangements related to such burial site at the request of the families of the deceased.



CHAPTER 6

ENVIRONMENTAL MATTERS AND CLOSURE



6.1 PURPOSE

The purpose of this Chapter 6 is to establish measures that will allow for the development and operation of the Éléonore Project on the basis of sound environmental practices and to allow the Cree Parties to participate in the Opinaca environmental management processes to the extent described herein.

This Chapter 6 also provides Opinaca with access to the Cree Traditional Knowledge, in order to allow Opinaca to integrate such knowledge into its environmental management processes.

6.2 OBJECTIVES

The objectives of this Chapter 6 are the following:

- A)** To allow the Parties to benefit from their respective experience and knowledge of environmental matters related to the Éléonore Project;
- B)** To develop and implement open and transparent communications concerning environmental matters and best available technologies related to the Éléonore Project, including progressive rehabilitation, mine rehabilitation and restoration and disposal of waste and hazardous substances;
- C)** To provide mechanisms for addressing environmental issues related to the Éléonore Project as they arise.

6.3 GUIDELINES

The following guidelines shall be applied:

- A)** Consideration by Opinaca of Cree environmental concerns in relation with the Éléonore Project;
- B)** Timely communication to the Cree Parties, the Environment Committee and, to the extent required by Applicable Laws, Authorities Having Jurisdiction of significant environmental incidents and all data related thereto;

- C)** Conduct of operations of the Éléonore Project in accordance with Applicable Laws and Goldcorp's *Environmental and Sustainability Policy*;
- D)** Mitigation of the adverse impacts of the operations of the Éléonore Project on the environment, in accordance with Applicable Laws.

6.4 ENVIRONMENTAL MANAGEMENT SYSTEM

6.4.1 Environmental Management System

Opinaca is committed to implement the best available environmental management practices generally recognized by the mining industry in all aspects of the Éléonore Project. Opinaca shall develop and implement the environmental management system in consultation with the Environment Committee.

6.4.2 Information

Opinaca shall make available to the Environment Committee, upon its request, the *Material Safety Data Sheets* (MSDS) and the *Workplace Hazardous Materials Information System* (WHMIS) data as well as other related data as may be requested by the Environment Committee.

6.5 MONITORING AND REPORTING

6.5.1 Monitoring Activities Related to Tailings and Waste Rock Management

Opinaca shall develop and implement, in consultation with the Environment Committee, a monitoring program for the tailings and above-ground waste rock storage facilities. Such monitoring program shall include activities such as hydrogeological and mineralogical characterization of tailings, geotechnical work (such as assessment of hydraulic conductivity to be carried out before the start of Commercial Production) and the monitoring of drainage (exfiltration) and stability of containment structures. Annual reports on drainage and slope stability shall be prepared by Opinaca.

6.5.2 Surface Water Monitoring

Opinaca shall share with the Environment Committee the sampling protocols, the analytical results and the interpretation of data for effluents from the Éléonore Project, as well as the results of the periodic characterization of receiving waters carried out pursuant to Applicable Laws and the Certificate of Authorization.

6.5.3 Sampling and Monitoring

Opinaca shall inform the Environment Committee of the terms of reference and conduct of studies on the gathering, compilation and interpretation of the following:

- A)** Environmental effects monitoring carried out pursuant to the *Metal Mining Effluent Regulations* (SOR/2002-222) and *Directive 019 for the Mining Industry*;
- B)** Data required as part of the administrative process for obtaining a depollution attestation in accordance with Division IV.2 of the EQA for the Éléonore Project;
- C)** Data required pursuant to the *Canadian Environmental Protection Act, 1999* (S.C. 1999, c. 33) and any other Applicable Laws relevant to the mandate of the Environment Committee.

Opinaca undertakes to seek the recommendations of the Environment Committee on any other sampling requests from Authorities Having Jurisdiction.

6.5.4 Additional Monitoring Activities

The Environment Committee may recommend additional monitoring activities not required by Applicable Laws, which shall be considered by Opinaca on a case-by-case basis.

6.5.5 Reporting

Opinaca shall provide the Environment Committee with its reports on air and water quality and any other available data reasonably requested by the Environment Committee.

6.5.6 Annual Reports

Opinaca shall prepare an annual report on all environmental monitoring activities described herein, in consultation with the Environment Committee. The Environment Committee shall be responsible for determining and implementing an appropriate Cree communication and distribution plan of the annual report.

6.5.7 Document Management

Opinaca shall provide access to the members of the Environment Committee to the documents described below:

- A)** Any relevant documents already provided to or generated by the Environment Committee pursuant to this Agreement or as agreed to by the Environment Committee and Opinaca;
- B)** Any and all permits, certificates of authorization, reports or any modification thereto issued by or made to Environmental Authorities pursuant to Applicable Laws;
- C)** Any notices of infraction or orders issued by Environmental Authorities and received by Opinaca in relation with the Éléonore Project;
- D)** Opinaca's annual sustainability reports,

it being understood that no reproduction of documents not otherwise publicly available shall be allowed unless otherwise provided for in this Agreement.

6.5.8 Resources and Technical Assistance

Opinaca shall provide the Environment Committee an annual budget not exceeding — dollars (\$—) for the training of and technical support for the Cree representatives on the Environment Committee as well as for retaining the services of experts to review environmental monitoring reports or to perform any independent tests or audits requested by the Environment Committee.

6.6 **EMERGENCY PLAN**

An emergency plan related to any significant environmental incident stemming from the Éléonore Project shall be jointly developed by Opinaca and Wemindji, including an emergency support protocol to provide mutual emergency assistance.

6.7 **TRADITIONAL KNOWLEDGE**

The Environment Committee shall hold, from time to time, a meeting with Cree individuals, including Cree elders, Tallymen and trappers, identified by the Cree Parties to provide Opinaca with Cree Traditional Knowledge.

6.8 **PROGRESSIVE REHABILITATION AND RESTORATION**

During the Operations Phase, Opinaca, in consultation with the Environment Committee, shall develop a progressive rehabilitation and restoration plan for the Éléonore Project as required by Applicable Laws.

6.9 MINE REHABILITATION AND RESTORATION AND RELATED ACTIVITIES

6.9.1 Mine Rehabilitation and Restoration Strategy

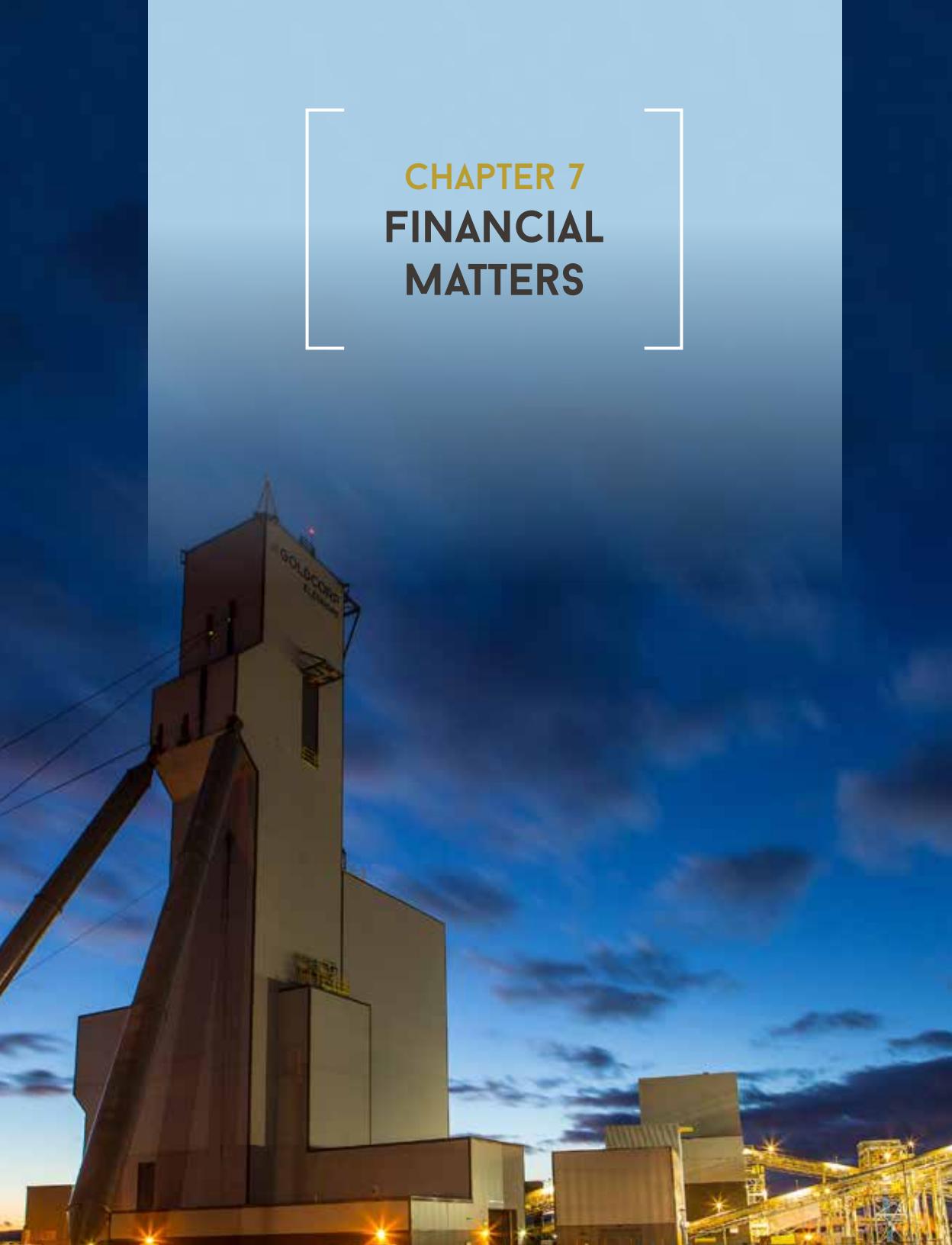
Opinaca shall consult with the Environment Committee in the preparation of the mine rehabilitation and restoration plan, its periodic review and its implementation, in compliance with the Mining Act, involve the Crees in the activities described in the mine rehabilitation and restoration plan and consult with the Tallymen as to the choice of plants to be seeded, taking into account the future use of the land by humans and wildlife.

6.9.2 Visit of Other Sites

Opinaca shall provide opportunities to Cree members of the Environment Committee to visit and gain experience from mine rehabilitation and restoration activities at other Goldcorp mines in North America.

6.10 ENVIRONMENT COMMITTEE

The Parties hereby create a committee for environmental matters (the “**Environment Committee**”). The charter of the Environment Committee is attached hereto as Schedule 6.10.

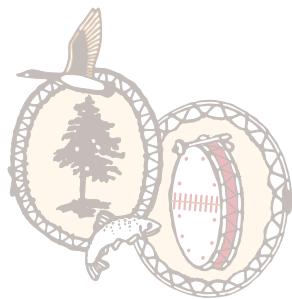


CHAPTER 7

FINANCIAL MATTERS



GOLDCORP
ÉLÉONORE





CHAPTER 8

FINAL PROVISIONS



8.1 TERM

8.1.1 Term

Subject to Subsections 8.1.4, 8.1.5, 8.1.6, 8.1.8 and 8.1.9, 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 Éléonore Project has ceased permanently (“**Term**”).

8.1.2 Effective Date

This Agreement shall be effective on the date of its execution, except for Chapter 2 and Chapter 6 and related Schedules which shall come into force on the date of commencement of construction of any infrastructure authorized under the Certificate of Authorization.

8.1.3 Default

In the event where either of Opinaca or the Cree Parties is alleged to be in default of any of its obligations under this Agreement, the other Party may transmit a “**Notice of Default**” to that effect describing precisely the nature of the alleged default, including the provisions on which the alleged default is based.

Upon receipt of a Notice of Default, the other Party shall have a period of fifteen (15) days to either: (i) remedy the alleged default; or (ii) submit the alleged default to the settlement of Disputes procedure set out in Sections 1.14 to 1.16 or arbitration as provided in Chapter 7, unless the alleged default is not subject to arbitration.

8.1.4 Termination by Opinaca

Subject to Subsections 8.1.6, 8.1.8 and 8.1.9, Opinaca may terminate this Agreement, by sending a notice to that effect:

- A)** in the event: (i) Opinaca elects not to proceed to or complete the construction of the mine; (ii) the Éléonore Project is not brought into Commercial Production; or (iii) the Éléonore Project is abandoned at any time after the attainment of Commercial Production, in which case the provisions of Subsections 8.1.7 and 8.1.8 shall apply *mutatis mutandis*;
- B)** in the event where either of the Cree Parties has received a Notice of Default, has not submitted such to arbitration, if applicable, and has not remedied the default within the delays provided for in Subsection 8.1.3;
- C)** where either of the Cree Parties has failed to comply with the decision of the arbitrators.

8.1.5 Termination by the Cree Parties

Subject to Subsections 8.1.6, 8.1.8 and 8.1.9, the Cree Parties may only terminate this Agreement jointly and may do so by sending a notice to that effect signed by both the Chief of Wemindji and the Grand Chief acting as chairman of the GCC(EI) and the CRA:

- A)** in the event where Opinaca has received a Notice of Default, has not submitted such to arbitration, if applicable, and has not remedied the default within the delays provided for in Subsection 8.1.3;
- B)** where Opinaca has failed to comply with the decision of the arbitrators.

8.1.6 Termination Upon Material Breach

In the event where the Notice of Default alleges a material breach of this Agreement, the executive officer of Goldcorp responsible for Opinaca, the Chief of Wemindji and the Executive Director of the GCC(EI)/CRA shall meet forthwith, no later than ten (10) days within the date of receipt of the Notice of Default.

Failing resolution of the alleged material breach, the Party alleging such material breach may terminate this Agreement, in which case the provisions of Subsections 8.1.7 and 8.1.8 shall apply *mutatis mutandis*.

8.1.7 Payments upon Termination

Upon termination of this Agreement and subject to Subsection 7.4.8, it is understood that any amounts payable hereunder by one Party to any other Party at the date of termination of this Agreement shall be settled and paid within a sixty (60) day period and all Parties shall be released from all of their obligations, subject to Subsection 8.1.8.

8.1.8 Survival of Terms

Notwithstanding the termination of this Agreement, Section 8.4, Subsection 8.1.7 and the provisions of Chapter 6 shall survive, except the payment of any amounts provided in such Chapter 6, and the Environment Committee shall manage the awarding of contracts in accordance with the guidelines of Chapter 3.

Notwithstanding the preceding paragraph, in the event of a termination of this Agreement resulting from a default of a Party, none of the terms of this Agreement shall survive, except those set out in Section 8.4 and Subsection 8.1.7.

8.1.9 Force Majeure

Each Party shall, within seven (7) days, notify the other Parties of the occurrence of any circumstances beyond its reasonable control, including, without limitation, acts of God, severe weather (including hurricanes, floods, tornadoes and snowstorms), fire, shortages of supplies, equipment, manpower or materials, unplanned temporary closure of the mine, a substantial decrease of the price of gold or the increase in the costs of operations affecting the economic viability of the Éléonore Project, any action or measure of Authorities Having Jurisdiction causing curtailment of business, strikes, lockouts or labour troubles, acts of war or civil unrest, terrorism, embargoes, or any other unforeseen or irresistible event within the meaning given to the expression “superior force” at Article 1470 of the *Civil Code of Québec* (S.Q. 1991, c. 64), and indicate that the performance of its

obligations under this Agreement must be suspended for such reasons or that, in the case of Opinaca, the operations of the Éléonore Project must be interrupted. In such circumstances, the Party transmitting the above-mentioned notice shall not be held to the performance of its obligations provided for in this Agreement including any monetary obligations contained herein and neither Party shall have any recourse or claims against the other Party in connection with the fact that such obligations are not performed.

The performance of the interrupted obligations shall be reinstated upon the termination of the event giving rise to such interruption and the resumption of normal operations of the mine at the same production level as before the occurrence of the circumstances indicated in the above-mentioned notice. In the event such interruption of the mine's operations on account of the circumstances mentioned in such notice lasts more than twelve (12) consecutive months, the affected Party may terminate this Agreement and the provisions of Subsections 8.1.7 and 8.1.8 shall apply *mutatis mutandis* with respect to the termination of this Agreement.

8.2 SCHEDULES

The following is a list of the schedules attached hereto and incorporated herein by reference:

SCHEDULE	TITLE
SCHEDULE A	Resolution of Opinaca
SCHEDULE B	Resolution of the GCC(EI)
SCHEDULE C	Resolution of the CRA
SCHEDULE D	Resolution of Wemindji
SCHEDULE 1.8.1	Charter of the Collaboration Committee
SCHEDULE 1.10	Claims Area
SCHEDULE 1.17	Éléonore Project Area
SCHEDULE 2.2	Labour Region
SCHEDULE 2.11	Charter of the Employment Committee
SCHEDULE 3.4	Excluded Contracts
SCHEDULE 3.13	Charter of the Business Opportunities Committee
SCHEDULE 5.3.1	Letter of Undertaking
SCHEDULE 6.10	Charter of the Environment Committee
SCHEDULE 7.4.2	[Redacted entirely]
SCHEDULE 7.4.3	[Redacted entirely]
SCHEDULE 7.5.2	[Redacted entirely]
SCHEDULE 7.7.2	[Redacted entirely]
SCHEDULE 7.9	[Redacted entirely]

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

8.3 NOTICES

8.3.1 Notices to Parties

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:

A) If to Opinaca:

Les Mines Opinaca Ltée
853, boulevard Rideau
Rouyn-Noranda (QC) J9X 5B7
Telephone number: 819-764-6400
Fax Number: 819-764-6543
E-mail: george.burns@goldcorp.com
To the attention of: the President

With a copy to:

Goldcorp Inc.
130, Adelaide Street West, suite 3201
Toronto (ON) M5H 3P5
Telephone Number: 416-363-2241
Fax Number: 416-363-5950
E-mail: george.burns@goldcorp.com
andrew.moshoian@goldcorp.com

To the attention of: the Senior Vice-President, Canada and U.S.A.
Operations and to the General Counsel

B) If to the Grand Council of the Crees (Eeyou Istchee) / Cree Regional Authority:

The Grand Council of the Crees (Eeyou Istchee) /
Cree Regional Authority

2, Lakeshore Road
Nemaska, James Bay (QC) J0Y 3B0

Telephone number: 819-673-2600
Fax Number: 819-673-2606

E-mail: billnama@gcc.ca

To the attention of: the Executive Director

With a copy to:

The Cree Nation of Wemindji

16, Beaver Road, P.O. Box 60
Wemindji, James Bay (QC) J0M 1L0

Telephone number: 819-978-0264
Fax Number: 819-978-0258

E-mail: rodney@creenet.com
kmist@creenet.com

To the attention of: the Chief and to the Secretary

C) If to the Cree Nation of Wemindji:

The Cree Nation of Wemindji
16, Beaver Road, P.O. Box 60
Wemindji, James Bay (QC) J0M 1L0

Telephone number: 819-978-0264
Fax Number: 819-978-0258

Email: rodney@creenet.com
kmist@creenet.com

To the attention of: the Chief and to the Secretary

With a copy to:

The Grand Council of the Crees (Eeyou Istchee) /
Cree Regional Authority

2, Lakeshore Road
Nemaska, James Bay (QC) J0Y 3B0

Telephone number: 819-673-2600
Fax Number: 819-673-2606

E-mail: billnama@gcc.ca

To the attention of: the Executive Director

D) If to the Recipient of Payments:

The Cree Regional Authority

2, Lakeshore Road
Nemaska, James Bay (QC) J0Y 3B0

Telephone number: 819-673-2600
Fax Number: 819-673-2606

E-mail: billnama@gcc.ca

To the attention of: the Executive Director

8.4 USE OF CONFIDENTIAL INFORMATION

8.4.1 Confidential Information

“Confidential Information” means any and all monetary amounts referred to in this Agreement, including but not limited to Sections 3.12, 4.2, Subsections 5.3.3, 5.4.2, 5.5.1, 5.5.2, Chapter 7, Schedules 7.4.2, 7.4.3, 7.5.2, 7.7.2, 7.9, the titles of such schedules 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 Éléonore 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 Opinaca’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 Éléonore Project; (ii) for the implementation of this Agreement; (iii) in the course of legal proceedings; (iv) in connection with the sale of the Éléonore Project, Opinaca 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.

8.4.2 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.

8.4.3 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 8.4 by a receiving Party or any of its Affiliates or Authorized Representatives.

8.5

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.

Notwithstanding the above, Opinaca or Goldcorp may independently prepare, issue and publish any press release or public announcement if required in the normal course of business or in compliance with Goldcorp's internal policies or as may be required by Applicable Laws, in which case Opinaca or Goldcorp shall promptly notify the Cree Parties contemporaneously with the issuance or publication thereof.

Notwithstanding the above and subject to Section 8.4, either of the Cree Parties may independently prepare, issue and publish any press release or public announcement with respect to this Agreement if such is required by Applicable Laws or by Cree governance rules, in which case, either of the Cree Parties, as the case may be, shall provide a copy thereof to Opinaca at least forty-eight (48) hours before the issuance or publication thereof.

8.6

SECURITIES LAWS

The Parties hereby recognize and acknowledge that Goldcorp is a publicly traded corporation and that they are aware of the general nature of applicable securities laws, including, without limitation, securities laws which prohibit any person who has material, non-public information concerning the matters that are subject of this Agreement, the Éléonore Project or the Parties from trading in securities of a corporation (such as Goldcorp) which may be affected or influenced by such information or from communicating such information to another Person under circumstances in which it is reasonably foreseeable that such other Person is likely to purchase or transfer such securities. To that effect, the Parties hereby agree to use and process any such information in compliance with any securities laws applicable to Goldcorp or the Parties.

8.7 AMENDMENTS

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

8.8 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 Cree Parties.

Opinaca 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 Cree 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 Opinaca's obligations, roles, duties and responsibilities related thereto. In the event of such assignment, the Parties acknowledge that Opinaca shall be released from its obligations under this Agreement.

In addition, Opinaca cannot assign, sell or dispose of the Éléonore 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, including the obligations of Goldcorp contained in the declaration, 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 Opinaca shall be released from its obligations under this Agreement.

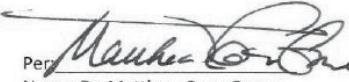
8.9 GOVERNING LAW

This Agreement shall be governed by, interpreted and construed in accordance with the laws of the province of Québec and the laws of Canada applicable therein.

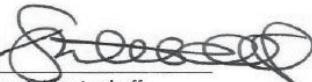
*[Remainder of the page intentionally left blank.
Signature page follows.]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in eight (8) original versions as of February 21, 2011.

THE GRAND COUNCIL OF THE CREES
(EYOU ISTCHEE)

Per: 
Name: Dr. Matthew Coon Come
Title: Grand Chief

CREE REGIONAL AUTHORITY

Per: 
Name: Ashley Iserhoff
Title: Deputy Grand Chief

THE CREE NATION OF WEMINDJI

Per: 
Name: Rodney Mark
Title: Chief

Per: 
Name: Dennis Georgekish
Title: Deputy Chief

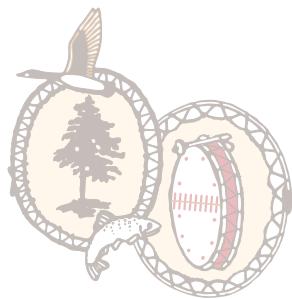
LES MINES OPINACA LTÉE

Per: 
Name: Steven P. Reid
Title: Director

Per: 
Name: George R. Burns
Title: President



GOLDCORP
ÉLÉONORE



**SCHEDULE A
RESOLUTION
OF OPINACA**



LES MINES OPINACA LTÉE
RESOLUTION OF THE DIRECTORS

The undersigned, being all of the Directors of Les Mines Opinaca Ltée (the “Corporation”), by their signatures hereby consent, pursuant to the provisions of the Canada Business Corporations Act, to the following resolutions, effective the 3rd day of February, 2011.

Collaboration Agreement

WHEREAS since June 2009, the Corporation has been carrying out advanced exploration works for the Éléonore Project in accordance with the Advanced Exploration Agreement entered into by the Grand Council of the Crees (Eeyou Istchee), the Cree Regional Authority, the Cree Nation of Wemindji and the Corporation;

AND WHEREAS management has negotiated a collaboration agreement in respect of the Éléonore Project (the “Collaboration Agreement”) which provides for, among other things, the establishment and development of various processes and committees during the construction, commercial production and closure phases of the Éléonore Project in a manner that benefits all parties and accommodates their respective interests;

AND WHEREAS the Collaboration Agreement addresses certain matters of common interest, such as employment, training, education, business opportunities, social and cultural matters, environmental matters (including progressive rehabilitation, restoration and closure) and financial commitments, and establishes processes for addressing these matters;

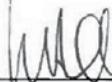
AND WHEREAS the Grand Council of the Crees (Eeyou Istchee), the Cree Regional Authority and the Cree Nation of Wemindji have confirmed that the Collaboration Agreement is consistent and in compliance with the Cree Nation Mining Policy;

AND WHEREAS the Directors have considered management’s detailed presentation of the terms and conditions of the Collaboration Agreement;

BE IT RESOLVED THAT the Collaboration Agreement be and is hereby approved by the Directors and any two (2) of Steve Reid, George Burns, Guy Belleau and Andrew Moshoian, or any other person they may designate, are authorized to execute the Collaboration Agreement with such changes not materially affecting the substance thereof which they, in their sole discretion, may deem appropriate and to do all things necessary to ensure its implementation.

Counterparts

This resolution may be signed in two or more counterparts by original or facsimile signature and each such counterpart when taken together shall constitute one and the same resolution and notwithstanding their date of execution shall be deemed to be dated as of the date set forth above.



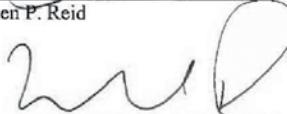
Lindsay A. Hall



George Burns



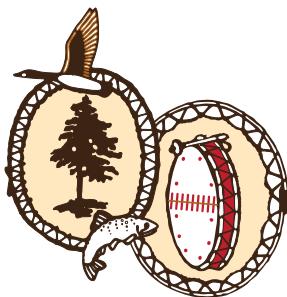
Steven P. Reid



Mark Ruus



 **GOLDCORP**
ÉLÉONORE

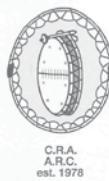


**SCHEDULE B
RESOLUTION
OF THE GCC(EI)**





**Grand Council of the Crees (Eeyou Istchee)
Cree Regional Authority**



Council/Board

RESOLUTION 2011-02

SUBJECT: Approval of the Collaboration Agreement between the Grand Council of the Crees (Eeyou Istchee), the Cree Regional Authority, the Cree Nation of Wemindji and Les Mines Opinaca Ltée respecting the Éléonore Project

WHEREAS Les Mines Opinaca Ltée, a wholly owned subsidiary of Goldcorp Inc., has carried out since 2006 certain exploration works regarding a gold deposit situated entirely on the Category III lands of the Cree Nation of Wemindji (the "Éléonore Project");

WHEREAS, since June 2009, Les Mines Opinaca Ltée has been carrying out advanced exploration works for the Éléonore Project, in accordance with the Advanced Exploration Agreement entered into by the Grand Council of the Crees (Eeyou Istchee), the Cree Regional Authority, the Cree Nation of Wemindji and Les Mines Opinaca Ltée;

WHEREAS Les Mines Opinaca Ltée has prepared, with the assistance of the Crees, an Environmental and Social Impact Assessment for the Éléonore Project (the "ESIA"), has filed the ESIA with the relevant environmental authorities, and the Éléonore Project is currently undergoing the environmental and social impact assessment process provided for in Section 22 of the *James Bay and Northern Quebec Agreement*;

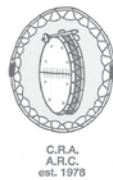
WHEREAS representatives of the Grand Council of the Crees (Eeyou Istchee), the Cree Regional Authority, the Cree Nation of Wemindji and Les Mines Opinaca Ltée and their respective advisors have negotiated a collaboration agreement in respect of the Éléonore Project (the "Collaboration Agreement"), which provides for, among other things, the establishment and development of various processes and committees during the construction, commercial production and closure phases of the Éléonore Project in a manner that benefits all parties and accommodates their respective interests;

WHEREAS the Collaboration Agreement addresses certain matters of common interest, such as employment, training, education, business opportunities, social and cultural matters, environmental matters (including progressive rehabilitation, restoration and closure) and financial commitments, and establishes processes for addressing these matters;

WHEREAS the Grand Council of the Crees (Eeyou Istchee) and the Cree Regional Authority have ensured and confirm that their execution of the Collaboration Agreement and their performance of the obligations and undertakings attributed therein to the Grand Council of the Crees (Eeyou Istchee) and the Cree Regional Authority are consistent and in compliance with the Cree Nation Mining Policy;

WHEREAS the Cree Nation of Wemindji has advised the Grand Council of the Crees (Eeyou Istchee) and the Cree Regional Authority that the Cree Nation of Wemindji has reviewed the Collaboration Agreement in various duly convened meetings of its Council and its community and that the Cree Nation of Wemindji, at a duly convened meeting of its Council held on January 26, 2011, approved the Collaboration Agreement;

WHEREAS the Board of Directors of the Grand Council of the Crees (Eeyou Istchee) and the Council of the Cree Regional Authority have reviewed the Collaboration Agreement at various duly convened meetings of these bodies;



WHEREAS, in accordance with their rights and powers, recognized by Canada and Québec through the *James Bay and Northern Québec Agreement*, related implementing legislation, including the *Cree-Naskapi (of Quebec) Act* and the *Act respecting the Cree Regional Authority*, and the constituting documents of the Grand Council of the Crees (Eeyou Istchee) and the Cree Regional Authority, including the letters patent and supplementary letters patent of the Grand Council of the Crees (Eeyou Istchee), the Grand Council of the Crees (Eeyou Istchee) and the Cree Regional Authority have the full legal right, power, authority and capacity, together with the Cree Nation of Wemindji, to execute and deliver the Collaboration Agreement on their own behalf and on behalf of the Cree Nation and have taken all the necessary actions to do so;

IT IS RESOLVED:

THAT the Collaboration Agreement between the Grand Council of the Crees (Eeyou Istchee), the Cree Regional Authority, the Cree Nation of Wemindji and Les Mines Opinaca Ltée, be and is hereby approved by the Board of Directors of the Grand Council of the Crees (Eeyou Istchee) and by the Council of the Cree Regional Authority;

THAT the Board of Directors of the Grand Council of the Crees (Eeyou Istchee) authorizes the Grand Chief and Deputy Grand Chief to execute the Collaboration Agreement with such changes not materially affecting the substance thereof which they, in their sole discretion, may deem appropriate and to do all things necessary to ensure its implementation;

THAT the Council of the Cree Regional Authority authorizes the Chairman and Vice-Chairman to execute the Collaboration Agreement with such changes not materially affecting the substance thereof which they, in their sole discretion, may deem appropriate and to do all things necessary to ensure its implementation.

Proposed by: Chief Paul Gull

Seconded by: Chief Rusty Cheezo

Carried: February 3rd, 2011

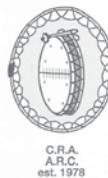
John Paul Murdoch, Corporate Secretary

**SCHEDULE C
RESOLUTION
OF THE CRA**





G.C.C.E.I.
est. 1974



C.R.A.
A.R.C.
est. 1978

**Grand Council of the Crees (Eeyou Istchee)/
Cree Regional Authority**

Council/Board

RESOLUTION 2011-02

SUBJECT: Approval of the Collaboration Agreement between the Grand Council of the Crees (Eeyou Istchee), the Cree Regional Authority, the Cree Nation of Wemindji and Les Mines Opinaca Ltée respecting the Éléonore Project

WHEREAS Les Mines Opinaca Ltée, a wholly owned subsidiary of Goldcorp Inc., has carried out since 2006 certain exploration works regarding a gold deposit situated entirely on the Category III lands of the Cree Nation of Wemindji (the "Éléonore Project");

WHEREAS, since June 2009, Les Mines Opinaca Ltée has been carrying out advanced exploration works for the Éléonore Project, in accordance with the Advanced Exploration Agreement entered into by the Grand Council of the Crees (Eeyou Istchee), the Cree Regional Authority, the Cree Nation of Wemindji and Les Mines Opinaca Ltée;

WHEREAS Les Mines Opinaca Ltée has prepared, with the assistance of the Crees, an Environmental and Social Impact Assessment for the Éléonore Project (the "ESIA"), has filed the ESIA with the relevant environmental authorities, and the Éléonore Project is currently undergoing the environmental and social impact assessment process provided for in Section 22 of the *James Bay and Northern Quebec Agreement*;

WHEREAS representatives of the Grand Council of the Crees (Eeyou Istchee), the Cree Regional Authority, the Cree Nation of Wemindji and Les Mines Opinaca Ltée and their respective advisors have negotiated a collaboration agreement in respect of the Éléonore Project (the "Collaboration Agreement"), which provides for, among other things, the establishment and development of various processes and committees during the construction, commercial production and closure phases of the Éléonore Project in a manner that benefits all parties and accommodates their respective interests;

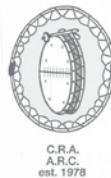
WHEREAS the Collaboration Agreement addresses certain matters of common interest, such as employment, training, education, business opportunities, social and cultural matters, environmental matters (including progressive rehabilitation, restoration and closure) and financial commitments, and establishes processes for addressing these matters;

WHEREAS the Grand Council of the Crees (Eeyou Istchee) and the Cree Regional Authority have ensured and confirm that their execution of the Collaboration Agreement and their performance of the obligations and undertakings attributed therein to the Grand Council of the Crees (Eeyou Istchee) and the Cree Regional Authority are consistent and in compliance with the Cree Nation Mining Policy;

WHEREAS the Cree Nation of Wemindji has advised the Grand Council of the Crees (Eeyou Istchee) and the Cree Regional Authority that the Cree Nation of Wemindji has reviewed the Collaboration Agreement in various duly convened meetings of its Council and its community and that the Cree Nation of Wemindji, at a duly convened meeting of its Council held on January 26, 2011, approved the Collaboration Agreement;

WHEREAS the Board of Directors of the Grand Council of the Crees (Eeyou Istchee) and the Council of the Cree Regional Authority have reviewed the Collaboration Agreement at various duly convened meetings of these bodies;

SCHEDULE C – Resolution of the CRA



WHEREAS, in accordance with their rights and powers, recognized by Canada and Québec through the *James Bay and Northern Québec Agreement*, related implementing legislation, including the *Cree-Naskapi (of Quebec) Act* and the *Act respecting the Cree Regional Authority*, and the constituting documents of the Grand Council of the Crees (Eeyou Istchee) and the Cree Regional Authority, including the letters patent and supplementary letters patent of the Grand Council of the Crees (Eeyou Istchee), the Grand Council of the Crees (Eeyou Istchee) and the Cree Regional Authority have the full legal right, power, authority and capacity, together with the Cree Nation of Wemindji, to execute and deliver the Collaboration Agreement on their own behalf and on behalf of the Cree Nation and have taken all the necessary actions to do so;

IT IS RESOLVED:

THAT the Collaboration Agreement between the Grand Council of the Crees (Eeyou Istchee), the Cree Regional Authority, the Cree Nation of Wemindji and Les Mines Opinaca Ltée, be and is hereby approved by the Board of Directors of the Grand Council of the Crees (Eeyou Istchee) and by the Council of the Cree Regional Authority;

THAT the Board of Directors of the Grand Council of the Crees (Eeyou Istchee) authorizes the Grand Chief and Deputy Grand Chief to execute the Collaboration Agreement with such changes not materially affecting the substance thereof which they, in their sole discretion, may deem appropriate and to do all things necessary to ensure its implementation;

THAT the Council of the Cree Regional Authority authorizes the Chairman and Vice-Chairman to execute the Collaboration Agreement with such changes not materially affecting the substance thereof which they, in their sole discretion, may deem appropriate and to do all things necessary to ensure its implementation.

Proposed by: Chief Paul Gull

Seconded by: Chief Rusty Cheezo

Carried: February 3rd, 2011

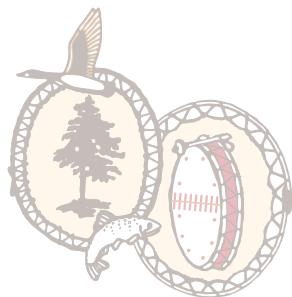


John Paul Murdoch, Corporate Secretary

**SCHEDULE D
RESOLUTION
OF WEMINDJI**



 **GOLDCORP**
ÉLÉONORE



COUNCIL RESOLUTION

Chronological No. - Numéro consécutif

2011 - 015 Page 1 of 2

Subject - Sujet

APPROVAL OF THE COLLABORATION AGREEMENT
BETWEEN THE GRAND COUNCIL OF THE CREEES
(EYOU ISTCHEE), THE CREE REGIONAL AUTHORITY,
THE CREE NATION OF WEMINDJI AND LES MINES
OPINACA LTÉE RESPECTING THE ÉLÉONORE
PROJECT



21, Hilltop Drive, P.O. Box 60
WEMINDJI
Quebec J0M 1L0

PROPOSED BY:

Bradley A.J. Georgekish

SECONDED BY:

Dennis Georgekish

ACTION:

Carried unanimously

CERTIFIED COPY of a Resolution adopted on
January 26, 2011

Karen Mistacheesick,
Corporate Secretary

WHEREAS Les Mines Opinaca Ltée, a wholly owned subsidiary of Goldcorp Inc., has carried out since 2006 certain exploration works regarding a gold deposit situated entirely on the Category III lands of the Cree Nation of Wemindji (the "Éléonore Project");

WHEREAS, since June 2009, Les Mines Opinaca Ltée has been carrying out advanced exploration works for the Éléonore Project, in accordance with the Advanced Exploration Agreement entered into by the Grand Council of the Cree (Eeyou Istchee), the Cree Regional Authority, the Cree Nation of Wemindji and Les Mines Opinaca Ltée;

WHEREAS Les Mines Opinaca Ltée has prepared, with the assistance of the Crees, an Environmental and Social Impact Assessment for the Éléonore Project (the "ESIA"), has filed the ESIA with the relevant environmental authorities, and the Éléonore Project is currently undergoing the environmental and social impact assessment process provided for in Section 22 of the *James Bay and Northern Quebec Agreement*;

WHEREAS representatives of the Grand Council of the Crees (Eeyou Istchee), the Cree Regional Authority, the Cree Nation of Wemindji and Les Mines Opinaca Ltée and their respective advisors have negotiated a collaboration agreement in respect of the Éléonore Project (the "Collaboration Agreement"), which provides for, among other things, the establishment and development of various processes and committees during the construction, commercial production and closure phases of the Éléonore Project in a manner that benefits all parties and accommodates their respective interests;

WHEREAS the Collaboration Agreement addresses certain matters of common interest, such as employment, training, education, business opportunities, social and cultural matters, environmental matters (including progressive rehabilitation, restoration and closure) and financial commitments, and establishes processes for addressing these matters;

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Telecopier: (819) 978-0258

COUNCIL RESOLUTION

Chronological No. - Numéro consécutif

2011 - 015 Page 2 of 2

Subject - Sujet

APPROVAL OF THE COLLABORATION AGREEMENT
BETWEEN THE GRAND COUNCIL OF THE CREECS
(EYEOU ISTCHEE), THE CREE REGIONAL AUTHORITY,
THE CREE NATION OF WEMINDJI AND LES MINES
OPINACA LTÉE RESPECTING THE ÉLÉCONORE
PROJECT.



21, Hilltop Drive, P.O. Box 60
WEMINDJI
Quebec J0M 1L0

PROPOSED BY:

Bradley A.J. Georgekish

SECONDED BY:

Dennis Georgekish

ACTION:

Carried unanimously

CERTIFIED COPY of a Resolution adopted on
January 26, 2011

Karen Mistacheesick,
Corporate Secretary

WHEREAS the Cree Nation of Wemindji has ensured and confirm that their execution of the Collaboration Agreement and their performance of the obligations and undertakings attributed therein to the Cree Nation of Wemindji are consistent and in compliance with the Cree Nation Mining Policy;

WHEREAS the Council of the Cree Nation of Wemindji has reviewed the Collaboration Agreement at various duly convened meetings; and

WHEREAS, in accordance with their rights and powers, recognized by Canada and Québec through the *James Bay and Northern Québec Agreement*, related implementing legislation, including the *Cree-Naskapi (of Québec) Act*, the Cree Nation of Wemindji have the full legal right, power, authority and capacity, together with the Grand Council of the Crees (Eeyou Istchee) and the Cree Regional Authority, to execute and deliver the Collaboration Agreement on their own behalf and on behalf of the Cree Nation of Wemindji and have taken all the necessary actions to do so.

RESOLVED:

THAT the Collaboration Agreement between the Grand Council of the Crees (Eeyou Istchee), the Cree Regional Authority, the Cree Nation of Wemindji and Les Mines Opinaca Ltée, be and is hereby approved by the Council of the Cree Nation of Wemindji; and

THAT the Council of the Cree Nation of Wemindji hereby authorizes Chief Rodney Mark to execute the Collaboration Agreement with such changes not materially affecting the substance thereof which they, in their sole discretion, may deem appropriate and to do all things necessary to ensure its implementation.

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ANNEXE 1.8.1

CHARTER OF THE

COLLABORATION

COMMITTEE



1. ROLES AND RESPONSIBILITIES

1.1 The Collaboration Committee shall:

- A)** Act as a permanent forum of collaborative, cooperative, open exchange and coordination between the Parties;
- B)** 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 matters related to the implementation, management and follow-up of same;
- C)** Review the recommendations of the Committees;
- D)** Prepare and submit to the Parties an annual summary of issues and questions related to training and education matters, recruitment and employment of Cree personnel, environment, business opportunities and financial matters and their respective outcome, if any;
- E)** Review annually the duties and responsibilities for the position of Collaboration Agreement Implementation Officer;
- F)** Review annually the contents of this Agreement and provide a report to the Parties on any recommended amendments thereto.

1.2 The representatives of the Parties on the Collaboration Committee shall, in a spirit of collaboration, cooperation and openness, propose appropriate and mutually acceptable solutions with respect to any matter submitted or referred to the Collaboration Committee and shall ensure the implementation, management and follow-up of same by the Parties, as applicable.

2. MEMBERS

2.1 Opinaca shall appoint three (3) members on the Collaboration Committee, one of which shall be the Mine Manager.

2.2 Wemindji shall appoint two (2) members on the Collaboration Committee, one of which shall be the Chief of Wemindji, and the GCC(EI) shall appoint one (1) member on the Collaboration Committee.

- 2.3** The Parties shall share information and have exchanges on the candidates they propose as their respective members prior to their appointment to the Collaboration Committee, the whole in a spirit of collaboration, cooperation and openness.
- 2.4** Each representative appointed to the Collaboration Committee by a Party may be replaced at any time, at the sole and entire discretion of the Party that appointed him.
- 2.5** Any of the Parties may require the removal and replacement of any member who fails to attend two (2) meetings in a one (1) year period, unless such member gives a written justifiable explanation of such absences to the other members.
- 2.6** Members of the Collaboration Committee shall not be compensated for their work on such committee, except for any special arrangements between such members and their principals.

3. CONFLICTS OF INTEREST

The Parties hereby recognize and acknowledge the importance of avoiding conflicts of interest in the course of the implementation of this Agreement and their representatives, as members of the Collaboration Committee, shall perform their mandates, duties, obligations and responsibilities free from the influence of personal interest.

4. INVITEES

- 4.1** The Collaboration Committee may, from time to time, invite to attend or participate to any meeting any invitees or experts as it deems appropriate.
- 4.2** The Collaboration Agreement Implementation Officer shall attend the meetings of the Collaboration Committee as a non-voting observer.

5. CHAIRPERSON

- 5.1** The members of the Collaboration Committee shall appoint one (1) of its members to serve and act as chairperson.

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

6. EXPENSES

With respect to stenography, transcripts, photocopies and other related costs, the latter shall be assumed and paid by Opinaca 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 Collaboration Committee. Any and all other costs, fees and expenses related to the Collaboration Committee shall be assumed and paid in accordance with a decision jointly taken by the Parties.

7. MEETINGS AND SCHEDULE OF MEETINGS

7.1 The Collaboration Committee shall meet regularly, at least twice (2) a Year or more, as agreed upon by its members. The Collaboration Agreement Implementation Officer shall act as secretary and shall be responsible for taking the minutes of all meetings held by the Collaboration Committee. The minutes shall be prepared and circulated to the members of the Collaboration Committee within thirty (30) days of each meeting. The finalized minutes shall be submitted to the members. The secretary shall also keep records of all such minutes.

Meetings of the Collaboration Committee may be held by any means ensuring adequate communications between the participants. The meetings shall be called by the chairperson of the Collaboration Committee by giving at least a thirty (30) day (or in the case of an emergency, at least a twenty-four (24) hour) advance notice of such to all of its members. A meeting may also be called by the Mine Manager, the Chief of Wemindji or the GCC(EI) representative.

All meetings of the Collaboration Committee shall be closed to the public.

7.2 The minutes of the meetings of the Collaboration Committee shall be deemed Confidential Information, unless otherwise agreed to by the Parties.

8. QUORUM

The quorum for any meetings of the Collaboration Committee shall be of four (4) of its members, composed of two (2) representatives of each of Opinaca and the Cree Parties, including the respective presence of the Mine Manager and of the Chief of Wemindji.

9. RECOMMENDATIONS AND DECISIONS

The Parties hereby agree to reach a consensus in the course of any recommendation of the Collaboration Committee.

10. YEARLY REPORT

10.1 The Collaboration Committee shall prepare and submit to each of the Parties, with a copy to the executive officer of Goldcorp responsible for Opinaca, the Grand Chief of the GCC(EI)/CRA and the Chief of Wemindji, a yearly report which shall notably include the following items:

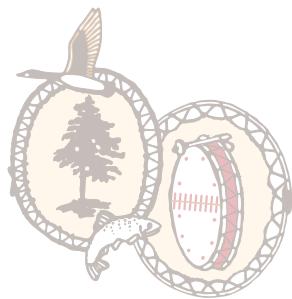
- A)** A summary of matters submitted and referred to the Collaboration Committee and their respective outcome, if any;
- B)** A list of its members and of any nominations, suspensions, substitutions or removals of such members, as well as the number of meeting(s) each member omitted to attend to in the last Year;
- C)** The schedule of the meetings held in the last Year and the schedule of the meetings planned or projected for the upcoming Year;
- D)** The Collaboration Committee's costs, fees and expenses;
- E)** A copy of all minutes of the Collaboration Committee;

F) Any recommendations, decisions or comments it deems necessary to submit to the Parties.

10.2 The yearly report of the Collaboration Committee shall be deemed Confidential Information, unless otherwise agreed to by the Parties.



GOLDCORP
ÉLÉONORE



ANNEXE 1.10
CLAIMS AREA



SCHEDULE 1.10 – Claims Area

Claims Entirely Owned by Opinaca (100%)					
CDC36767	CDC36746	CDC1105836	CDC38873	CDC1105803	CDC1016890
CDC36768	CDC36747	CDC1105837	CDC42316	CDC1105804	CDC1016891
CDC36769	CDC36748	CDC1105838	CDC42317	CDC1105805	CDC13752
CDC36770	CDC36749	CDC1105839	CDC42180	CDC1105806	CDC13753
CDC36771	CDC6652	CDC6650	CDC42181	CDC1129593	CDC13754
CDC36772	CDC6653	CDC6651	CDC42182	CDC1129594	CDC13755
CDC36773	CDC6654	CDC36743	CDC1103421	CDC13124	CDC13756
CDC36774	CDC6655	CDC36744	CDC1103422	CDC13125	CDC13757
CDC36775	CDC6656	CDC36745	CDC1103423	CDC38868	CDC13758
CDC36776	CDC6657	CDC36782	CDC1103424	CDC38869	CDC13759
CDC36777	CDC6658	CDC36783	CDC1103425	CDC42312	CDC13760
CDC36778	CDC6659	CDC38874	CDC1103426	CDC42313	CDC13761
CDC36779	CDC6660	CDC38875	CDC1103427	CDC1028907	CDC13787
CDC36788	CDC6661	CDC42318	CDC1103428	CDC1028908	CDC13788
CDC36789	CDC6662	CDC42319	CDC1103429	CDC1028909	CDC38864
CDC38880	CDC6663	CDC39452	CDC1103430	CDC1028910	CDC38865
CDC38881	CDC6664	CDC39453	CDC1042281	CDC1028911	CDC42308
CDC42324	CDC6665	CDC39454	CDC1028936	CDC1028912	CDC42309
CDC42325	CDC36750	CDC42183	CDC1028937	CDC1028913	CDC1028884
CDC43678	CDC36751	CDC42184	CDC1028938	CDC1028914	CDC1028885
CDC43679	CDC36752	CDC42185	CDC1105807	CDC1028915	CDC1028886
CDC36753	CDC36784	CDC42186	CDC1105808	CDC1016892	CDC1028887
CDC36754	CDC36785	CDC42187	CDC1105809	CDC1016893	CDC1028888
CDC36755	CDC38876	CDC42188	CDC1105810	CDC1028916	CDC1028889
CDC36756	CDC38877	CDC1105812	CDC1105811	CDC1028917	CDC1042266
CDC36757	CDC42320	CDC1105813	CDC1129595	CDC1028918	CDC1042267
CDC36758	CDC42321	CDC1105814	CDC1129596	CDC13762	CDC1042268
CDC36759	CDC42189	CDC1105815	CDC13126	CDC13763	CDC1042269
CDC36760	CDC42190	CDC1105816	CDC13127	CDC13764	CDC1042270
CDC1129597	CDC42191	CDC1105817	CDC38870	CDC13765	CDC13742
CDC1129598	CDC42192	CDC1105818	CDC38871	CDC13766	CDC13743
CDC1129599	CDC42193	CDC1105819	CDC42314	CDC13767	CDC13744
CDC1129600	CDC42194	CDC1105820	CDC42315	CDC13768	CDC13745

SCHEDULE 1.10 – Claims Area

CDC1129601	CDC42195	CDC1105821	CDC1042271	CDC13789	CDC13746
CDC1129602	CDC42196	CDC1105822	CDC1042272	CDC13790	CDC13747
CDC1129603	CDC42197	CDC1105823	CDC1042273	CDC38866	CDC13748
CDC36761	CDC36739	CDC1105824	CDC1042274	CDC38867	CDC13749
CDC36762	CDC36740	CDC1105825	CDC1042275	CDC42310	CDC13195
CDC36763	CDC36741	CDC1105826	CDC1042276	CDC42311	CDC13196
CDC36764	CDC36742	CDC1105827	CDC1042277	CDC1028892	CDC13197
CDC36765	CDC1105828	CDC6648	CDC1042278	CDC1028893	CDC13726
CDC36766	CDC1105829	CDC6649	CDC1042279	CDC1028894	CDC13727
CDC36786	CDC1105830	CDC36736	CDC1042280	CDC1028895	CDC13728
CDC36787	CDC1105831	CDC36737	CDC1028927	CDC1028896	CDC13729
CDC38878	CDC1105832	CDC36738	CDC1028928	CDC1028897	CDC13730
CDC38879	CDC1105833	CDC36780	CDC1028929	CDC1028898	CDC13731
CDC42322	CDC1105834	CDC36781	CDC1028930	CDC1028899	CDC13732
CDC42323	CDC1105835	CDC38872	CDC1105802	CDC1028900	CDC13733
CDC13734	CDC13717	CDC13698	CDC13683	CDC13170	
CDC13735	CDC13718	CDC13699	CDC13684	CDC13171	
CDC13736	CDC13719	CDC13700	CDC13685	CDC13172	
CDC13737	CDC13720	CDC13701	CDC13686	CDC13173	
CDC13738	CDC13721	CDC13702	CDC13687	CDC13174	
CDC13739	CDC13722	CDC13703	CDC13688	CDC13175	
CDC13191	CDC13723	CDC13704	CDC13689	CDC13176	
CDC13192	CDC13187	CDC13705	CDC13690	CDC13177	
CDC13193	CDC13188	CDC13706	CDC13691		
CDC13194	CDC13189	CDC13707	CDC13164		
CDC13710	CDC13190	CDC13182	CDC13165		
CDC13711	CDC13694	CDC13183	CDC13166		
CDC13712	CDC13695	CDC13184	CDC13167		
CDC13713	CDC13696	CDC13185	CDC13168		
CDC13714	CDC13697	CDC13186	CDC13169		
CDC13715	CDC13717	CDC13680	CDC13683		
CDC13716	CDC13718	CDC13681	CDC13684		

Total: 369 claims

SCHEDULE 1.10 – Claims Area

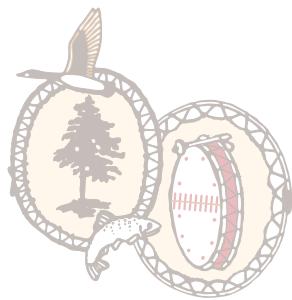
Claims in Which Opinaca Owns a Thirty-Five (35%) Interest					
CDC13750	CDC13781	CDC13779	CDC42300	CDC13740	CDC13777
CDC13751	CDC13782	CDC13780	CDC42301	CDC13741	CDC13778
CDC13785	CDC13783	CDC42302	CDC13692	CDC13775	CDC42298
CDC13786	CDC13784	CDC42303	CDC13693	CDC13776	CDC42299
CDC38862	CDC42304	CDC13708	CDC13769	CDC43307	CDC13725
CDC38863	CDC42305	CDC13709	CDC13770	CDC13774	CDC13772
CDC42306	CDC13724	CDC13773	CDC13771		
Total: 40 claims					

Authorizations to Extract Without a Lease					
ASB5055	ASB5153	ASB5168	ASB5099	ASB5154	ASB5173

Non-Exclusive Lease to Mine Surface Mineral Substances					
BNE31034					



 **GOLDCORP**
ÉLÉONORE



SCHEDULE 1.17
ÉLÉONORE
PROJECT AREA



SCHEDULE 1.17 – Éléonore Project Area

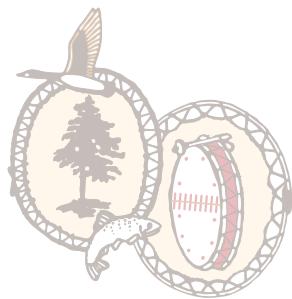
CDC36767	CDC36757	CDC36748	CDC42189	CDC6650	CDC1105817
CDC36768	CDC36758	CDC36749	CDC42190	CDC6651	CDC1105818
CDC36769	CDC36759	CDC6652	CDC42191	CDC36743	CDC1105819
CDC36770	CDC36760	CDC6653	CDC42192	CDC36744	CDC1105820
CDC36771	CDC1129597	CDC6654	CDC42193	CDC36745	CDC1105821
CDC36772	CDC1129598	CDC6655	CDC42194	CDC36782	CDC1105822
CDC36773	CDC1129599	CDC6656	CDC42195	CDC36783	CDC1105823
CDC36774	CDC1129600	CDC6657	CDC42196	CDC38874	CDC1105824
CDC36775	CDC1129601	CDC6658	CDC42197	CDC38875	CDC1105825
CDC36776	CDC1129602	CDC6659	CDC36739	CDC42318	CDC1105826
CDC36777	CDC1129603	CDC6660	CDC36740	CDC42319	CDC1105827
CDC36778	CDC36761	CDC6661	CDC36741	CDC39452	CDC6648
CDC36779	CDC36762	CDC6662	CDC36742	CDC39453	CDC6649
CDC36788	CDC36763	CDC6663	CDC1105828	CDC39454	CDC36736
CDC36789	CDC36764	CDC6664	CDC1105829	CDC42183	CDC36737
CDC38880	CDC36765	CDC6665	CDC1105830	CDC42184	CDC36738
CDC38881	CDC36766	CDC36750	CDC1105831	CDC42185	CDC36780
CDC42324	CDC36786	CDC36751	CDC1105832	CDC42186	CDC36781
CDC42325	CDC36787	CDC36752	CDC1105833	CDC42187	CDC38872
CDC43678	CDC38878	CDC36784	CDC1105834	CDC42188	CDC38873
CDC43679	CDC38879	CDC36785	CDC1105835	CDC1105812	CDC42316
CDC36753	CDC42322	CDC38876	CDC1105836	CDC1105813	CDC42317
CDC36754	CDC42323	CDC38877	CDC1105837	CDC1105814	
CDC36755	CDC36746	CDC42320	CDC1105838	CDC1105815	
CDC36756	CDC36747	CDC42321	CDC1105839	CDC1105816	
Total: 147 claims					

Authorizations to Extract Without a Lease					
ASB5055	ASB5153	ASB5168	ASB5099	ASB5154	ASB5173

Non-Exclusive Lease to Mine Surface Mineral Substances					
BNE31034					



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SCHEDULE 2.2
LABOUR
REGION

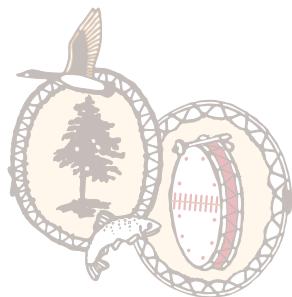


SCHEDULE 2.2 – Labour Region





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ÉLÉONORE



SCHEDULE 2.11

CHARTER OF

THE EMPLOYMENT

COMMITTEE



1. ROLES AND RESPONSIBILITIES

1.1 The Employment Committee shall:

- A)** Act as a preferred forum of collaborative, cooperative, open exchange and coordination between the Parties with respect to Chapter 2 of this Agreement and report as needed to the Collaboration Committee and the Mine Manager;
- B)** Implement the decisions issued by the Collaboration Committee and the directives issued jointly by the Parties;
- C)** Review, recommend and develop solutions related to Chapter 2 of this Agreement and on matters such as:
 - › The enhancement of areas related to employment initiatives that are successful;
 - › Corrective measures that can be brought to areas requiring better integration, including, but not limited to, the hiring of women, diversification of the trades occupied by Cree workers, training programs and hiring practices;
 - › Initiatives and measures taken or to be taken by the Parties to publicize opportunities at the Éléonore Project;
 - › Turnover issues and their impacts, including corrective measures and alternatives;
 - › Review of new forecasted positions within Opinaca so as to ensure they respect Opinaca's obligations while not posing undue barriers to Cree candidates;
- D)** Assign candidates for purposes of training programs in accordance with the purpose of Chapter 2; and
- E)** Review of training and employment data submitted by the Parties.

1.2 The representatives of the Parties on the Employment Committee shall, in a spirit of collaboration, cooperation and openness, propose appropriate and mutually acceptable solutions with respect to any matter submitted or referred to the Employment Committee.

2. MEMBERS

2.1 Opinaca shall appoint two (2) members on the Employment Committee.

2.2 The Cree Parties shall appoint two (2) members on the Employment Committee.

2.3 The Parties shall designate members who have experience in the areas covered by the roles and responsibilities of the Employment Committee.

2.4 The Parties shall share information and have exchanges on the candidates they propose as their respective members prior to their appointment to the Employment Committee, the whole in a spirit of collaboration, cooperation and openness.

2.5 Each representative appointed to the Employment Committee by a Party may be replaced at any time, at the sole and entire discretion of the Party that appointed him.

2.6 Any of the Parties may require the removal and replacement of any member who fails to attend two (2) meetings in a one (1) year period, unless such member gives a written justifiable explanation of such absences to the other members.

2.7 Members of the Employment Committee shall not be compensated for their work on such committee, except for any special arrangements between such members and their principals.

3. CONFLICTS OF INTEREST

The Parties hereby recognize and acknowledge the importance of avoiding conflicts of interest in the course of the implementation of this Agreement and their representatives, as members of the Employment Committee, shall perform their mandates, duties, obligations and responsibilities free from the influence of personal interest.

4. INVITEES

- 4.1** The Employment Committee may, from time to time, invite to attend or participate to any meeting any invitees or experts as it deems appropriate.
- 4.2** The Collaboration Agreement Implementation Officer shall attend the meetings of the Employment Committee as a non-voting observer.

5. CHAIRPERSON

- 5.1** The members of the Employment Committee shall appoint one (1) of its members to serve and act as chairperson.
- 5.2** The chairperson shall not have, in any circumstances whatsoever, a casting vote.

6. EXPENSES

With respect to stenography, transcripts, photocopies and other related costs, the latter shall be assumed and paid by Opinaca 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 Employment Committee. Any and all other costs, fees and expenses related to the Employment Committee shall be assumed and paid in accordance with a decision jointly taken by the Parties.

7. MEETINGS AND SCHEDULE OF MEETINGS

7.1 The Employment Committee shall meet regularly, at least twice (2) a Year or more, as agreed upon by its members. The chairperson shall appoint a secretary who shall be responsible for taking the minutes of all meetings held by the Employment Committee. The minutes shall be prepared and circulated to the members of the Employment Committee within thirty (30) days of each meeting. The finalized minutes shall be submitted to the members. The secretary shall also keep records of all such minutes.

Meetings of the Employment Committee may be held by any means ensuring adequate communications between the participants. The meetings shall be called by the chairperson of the Employment Committee by giving at least a thirty (30) day (or in the case of an emergency, at least a twenty-four (24) hour) advance notice of such to all of its members. A meeting may also be called by the Mine Manager, the Chief of Wemindji or the GCC(EI)-CRA representative.

All meetings of the Employment Committee shall be closed to the public.

7.2 The minutes of the meetings of the Employment Committee shall be deemed Confidential Information, unless otherwise agreed to by the Parties.

8. QUORUM

The quorum for any meetings of the Employment Committee shall be of three (3) of its members, including Opinaca's most senior officer on the Employment Committee.

9. RECOMMENDATIONS

The Parties hereby agree to reach a consensus in the course of any recommendation of the Employment Committee.

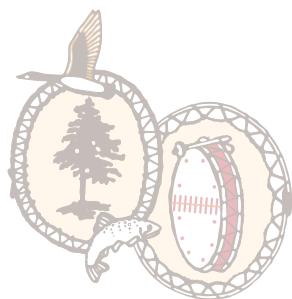
10. YEARLY REPORT

The Employment Committee shall prepare and submit to the Collaboration Committee a yearly report on achievements and challenges, which shall include a copy of all minutes of the Employment Committee.

The yearly report of the Employment Committee shall be deemed Confidential Information, unless otherwise agreed to by the Parties.



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SCHEDULE 3.4
EXCLUDED
CONTRACTS



CATERPILLAR

4

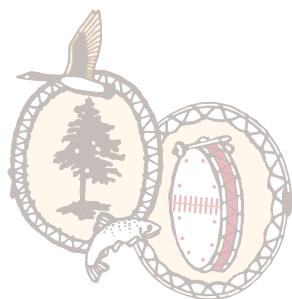
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ELEONORE

CATEGORY

- Fuel & Lube
- Specialized Mining Equipment Through a Wholesaler
- Propane
- Explosives and Accessories
- Cyanide
- Carbon/Caustic
- SO₂
- Flocculants and All Chemicals and Reagents for Paste, Milling and Water Treatment
- Lime
- Cement and Binders from Wholesalers or Producers
- Grinding Media
- Ground Support
- Underground Mine Development and Construction requiring Specialized Managerial and Technical Expertise Beyond the Capacity of any Cree Enterprise
- Drilling Tools and Services
- Engineering and Professional Services
- Proprietary Systems
- Refining
- Other Multi Site Service and Supply Contracts Recommended by the Business Opportunities Committee



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ÉLÉONORE



ANNEXE 3.13

CHARTER OF THE

BUSINESS OPPORTUNITIES

COMMITTEE



1. ROLES AND RESPONSIBILITIES

- 1.1** The Business Opportunities Committee shall:
 - A)** Act as a preferred forum of collaborative, cooperative and open exchange and coordination with respect to Chapter 3 and report as needed to the Collaboration Committee and the Mine Manager;
 - B)** Implement the decisions issued by the Collaboration Committee and the directives issued jointly by the Parties.
- 1.2** The representatives of the Parties on the Business Opportunities Committee shall, in a spirit of collaboration, cooperation and openness, propose appropriate and mutually acceptable solutions with respect to any issue, question, matter or Dispute submitted or referred to the Business Opportunities Committee.

2. MEMBERS

- 2.1** Opinaca shall appoint two (2) members on the Business Opportunities Committee.
- 2.2** The Cree Parties shall appoint two (2) members on the Business Opportunities Committee.
- 2.3** The Parties shall designate members who have experience in the areas covered by the roles and responsibilities of the Business Opportunities Committee.
- 2.4** The Parties shall share information and have exchanges on the candidates they propose as their respective members prior to their appointment to the Business Opportunities Committee, the whole in a spirit of collaboration, cooperation and openness.
- 2.5** Each representative appointed to the Business Opportunities Committee by a Party may be replaced at any time, at the sole and entire discretion of the Party that appointed him.

- 2.6** Any of the Parties may require the removal and replacement of any member who fails to attend two (2) meetings in a one (1) year period, unless such member gives a written justifiable explanation of such absences to the other members.
- 2.7** Members of the Business Opportunities Committee shall not be compensated for their work on such committee, except for any special arrangements between such members and their principals.

3. CONFLICTS OF INTEREST

The Parties hereby recognize and acknowledge the importance of avoiding conflicts of interest in the course of the implementation of this Agreement and their representatives, as members of the Business Opportunities Committee, shall perform their mandates, duties, obligations and responsibilities free from the influence of personal interest.

4. INVITEES

- 4.1** The Business Opportunities Committee may, from time to time, invite to attend or participate to any meeting any invitees or experts as it deems appropriate.
- 4.2** The Collaboration Agreement Implementation Officer shall attend the meetings of the Business Opportunities Committee as a non-voting observer.

5. CHAIRPERSON

- 5.1** The members of the Business Opportunities Committee shall appoint one (1) of its members to serve and act as chairperson.
- 5.2** The chairperson shall not have, in any circumstances whatsoever, a casting vote.

6. EXPENSES

With respect to stenography, transcripts, photocopies and other related costs, the latter shall be assumed and paid by Opinaca 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 Business Opportunities Committee. Any and all other costs, fees and expenses related to the Business Opportunities Committee shall be assumed and paid in accordance with a decision jointly taken by the Parties.

7. MEETINGS AND SCHEDULE OF MEETINGS

7.1 The Business Opportunities Committee shall meet regularly, at least twice (2) a Year or more, as agreed upon by its members. The chairperson shall appoint a secretary who shall be responsible for taking the minutes of all meetings held by the Business Opportunities Committee. The minutes shall be prepared and circulated to the members of the Business Opportunities Committee within thirty (30) days of each meeting. The finalized minutes shall be submitted to the members. The secretary shall also keep records of all such minutes.

Meetings of the Business Opportunities Committee may be held by any means ensuring adequate communications between the participants. The meetings shall be called by the chairperson of the Business Opportunities Committee by giving at least a thirty (30) day (or in the case of an emergency, at least a twenty-four (24) hour) advance notice of such to all of its members. A meeting may be called by the Mine Manager, the Chief of Wemindji or the GCC(EI)-CRA representative.

All meetings of the Business Opportunities Committee shall be closed to the public.

7.2 The minutes of the meetings of the Business Opportunities Committee shall be deemed Confidential Information, unless otherwise agreed to by the Parties.

8. QUORUM

The quorum for any meetings of the Business Opportunities Committee shall be of three (3) of its members, including Opinaca's most senior officer on the Employment Committee.

9. RECOMMENDATIONS

The Parties hereby agree to reach a consensus in the course of any recommendation of the Business Opportunities Committee.

10. QUARTERLY REPORT

To ensure the management and follow-up of Chapter 3 and of this Agreement, Opinaca shall provide to the Business Opportunities Committee, on a quarterly basis, a report detailing: (i) single source contracts given to Cree Enterprises; (ii) contracts awarded to Cree Enterprises in the context of the tendering process; and (iii) the total monetary value of contracts given to Cree Enterprises and to other enterprises.

11. YEARLY REPORT

The Business Opportunities Committee shall prepare and submit to the Collaboration Committee a yearly report on achievements and challenges, which shall include a copy of all minutes of the Business Opportunities Committee.

The yearly report of the Business Opportunities Committee shall be deemed Confidential Information, unless otherwise agreed to by the Parties.

**SCHEDULE 5.3.1
LETTER OF
UNDERTAKING**



SCHEDULE 5.3.1 – Letter of Undertaking



a member of the Goldcorp Group

March 19, 2007

Mr. Michael Mayappo
Cree Nation of Wemindji
Wemindji, Québec

Subject: Letter of Undertakings concerning Trapline VC-29

Dear Sir:

Les Mines Opinaca Ltée (“Opinaca”) is responsible for the development of the Éléonore Project (“the Project”) and acknowledges that you, Mr. Michael Mayappo, are the tallyman exercising traditional authority in the management and harvesting benefits on Trapline VC-29.

Opinaca recognizes that there are two (2) areas that require consultation and/or coordination with you to allow for the balanced development of the Éléonore Project and the continuation of traditional Cree activities:

- a) The management of recreational and traditional activities by anyone working on the Éléonore Project;
- b) The management of requests from members of the Cree Nation of Wemindji, as well as other Cree communities, for transportation assistance to facilitate traditional activities in the Éléonore area.

It is understood that the Project is on a remote site and accordingly, Opinaca Staff are tasked with the optimum management of logistics to ensure cost effective and timely management of the Project, which includes optimizing use of all facilities and equipment related to the Project. For its part, Opinaca recognizes that you have and continue to exercise traditional activities in the Éléonore area and wishes to encourage and support you in these activities.

In the case of item a) above, the management of recreational and traditional activities by anyone working on the Éléonore Project, Opinaca Staff will consult you as required to ensure that these activities are properly carried out, including the use of company equipment for purpose of harvesting fish and wildlife. Equipment use may be granted under the following conditions:

- the use will be only allowed when the equipment is available and its use does not interfere in any way with project activities;
- the use of the equipment must not be abusive and must not result in unreasonable and unforeseen costs to the company;
- this allowance will only be in effect as long as equipment is on site on a full-time basis.

In the case of item b) above, the management of requests for transportation assistance, you will manage an account of a maximum of 3 hours per month for helicopter use, with the following conditions:

- you will need to coordinate these requests with Opinaca Staff and obtain approval;
- the use will be only allowed when the helicopter is available and its use does not interfere in any way with project activities;

SCHEDULE 5.3.1 – Letter of Undertaking

Opinaca Mines - A member of the Goldcorp group



- the use of the helicopter must not be abusive and must not result in unreasonable and unforeseen costs to the company;
- once the maximum allowance is reached within a month, any further requests will need to be approved by the Cree Nation of Wemindji, will be subject to availability and all related costs will be borne by you or the Cree Nation of Wemindji;
- this allowance will only be in effect as long as an helicopter is on site on a full-time basis.

The Wemindji Liaison Officer's office will be used as a resource to help coordinate the management of the items stated above.

Opinaca looks forward to cooperating with you to ensure the harmonious development of the Éléonore Project.

Yours truly,

LES MINES OPINACA LTÉE (a subsidiary of Goldcorp Inc.)

A handwritten signature in black ink, appearing to read "Claude François Lemasson".

Claude François Lemasson, P.Eng.
General Manager – Projects, Canada & USA

cc: Chief Rodney Mark, Wemindji
 Mark Wadden, Wemindji
 Jacques Simoneau, Opinaca
 Andy Baribeau, Opinaca

ANNEXE 6.10

CHARTER OF

THE ENVIRONMENT

COMMITTEE



1. ROLES AND RESPONSIBILITIES

1.1 The Environment Committee shall:

- A)** Act as a preferred forum of collaborative, cooperative and open exchange and coordination with respect to Chapter 6 of this Agreement and report as needed to the Collaboration Committee and the Mine Manager;
- B)** Implement the decisions issued by the Collaboration Committee and the directives jointly issued by the Parties;
- C)** Review and make recommendations to Opinaca on the application of the principles set forth in the industry generally accepted codes, including, but not limited to, the *International Cyanide Management Code for the Manufacture, Transport and Use of Cyanide in the Production of Gold* and the *Mining Association of Canada's TSM (Towards Sustainable Mining) Guiding Principles* for the purposes of the environmental management system;
- D)** Establish a Cree communication strategy on environmental matters; and
- E)** Identify whether impacts are attributable to the Éléonore Project and recommend a monitoring and management strategy and, if applicable, a remedial strategy in relation thereto.

1.2 The representatives of the Parties to the Environment Committee shall, in a spirit of collaboration, cooperation and openness, propose appropriate and mutually acceptable solutions with respect to any matter submitted or referred to the Environment Committee.

2. MEMBERS

2.1 Opinaca shall appoint two (2) members on the Environment Committee.

- 2.2** The Cree Parties shall appoint two (2) members on the Environment Committee.
- 2.3** The Parties shall designate members who have experience in the areas covered by the roles and responsibilities of the Environment Committee.
- 2.4** The Parties shall share information and have exchanges on the candidates they propose as their respective members prior to their appointment to the Environment Committee, the whole in a spirit of collaboration, cooperation and openness.
- 2.5** Each representative appointed to the Environment Committee by a Party may be replaced at any time, at the sole and entire discretion of the Party that appointed him.
- 2.6** Any of the Parties may require the removal and replacement of any member who fails to attend two (2) meetings in a one (1) year period, unless such member gives a written justifiable explanation of such absences to the other members.
- 2.7** Members of the Environment Committee shall not be compensated for their work on such committee, except for any special arrangements between such members and their principals.

3. CONFLICT OF INTEREST

The Parties hereby recognize and acknowledge the importance of avoiding conflicts of interest in the course of the implementation of this Agreement and their representatives, as members of the Environment Committee, shall perform their mandates, duties, obligations and responsibilities free from the influence of personal interest.

4. INVITEES

- 4.1** The Environment Committee may, from time to time, invite to attend or participate to any meeting any invitees or experts as it deems appropriate.

4.2 The Collaboration Agreement Implementation Officer shall attend the meetings of the Environment Committee as a non-voting observer.

5. CHAIRPERSON

5.1 The members of the Environment Committee shall appoint one (1) of its members to serve and act as chairperson.

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

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7. MEETINGS AND SCHEDULE OF MEETINGS

7.1 The Environment Committee shall meet regularly, at least twice (2) a Year or more, as agreed upon by its members. The chairperson shall appoint a secretary who shall be responsible for taking the minutes of all meetings held by the Environment Committee. The minutes shall be prepared and circulated to the members of the Environment Committee within thirty (30) days of each meeting. The finalized minutes shall be submitted to the members. The secretary shall also keep records of all such minutes.

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All meetings of the Environment Committee shall be closed to the public.

7.2 The minutes of the meetings of the Environment Committee shall be deemed Confidential Information, unless otherwise agreed to by the Parties.

8. QUORUM

The quorum for any meetings of the Environment Committee shall be of three (3) of its members, including Opinaca's most senior officer on the Environment Committee.

9. RECOMMENDATIONS

The Parties hereby agree to reach a consensus in the course of any recommendation of the Environment Committee.

10. YEARLY REPORT

The Environment Committee shall prepare and submit to the Collaboration Committee a yearly report on achievements and challenges, which shall include a copy of all minutes of the Environment Committee.

The yearly report of the Environment Committee shall be deemed Confidential Information, unless otherwise agreed to by the Parties.

