

Appendix 5.0

In Response to GN IR#1 and GN IR#2: Inuit Impact and
Benefit Agreement Report

MARCH 30, 2015

HOPE BAY BELT PROJECT

INUIT IMPACT AND BENEFIT AGREEMENT

BETWEEN

KITIKMEOT INUIT ASSOCIATION

AND

TMAC RESOURCES INC.

March 30 2015

Table of Contents

ARTICLE 1. DEFINITIONS	2
1.1 DEFINITIONS	2
1.2 NON-DEROGATION	9
1.3 GENDER, NUMBER AND OTHER TERMS.....	9
1.4 SCHEDULES AND APPENDICES	10
ARTICLE 2. AGREEMENT TERM.....	10
ARTICLE 3. PURPOSE OF IIBA	11
3.1 PURPOSE.....	11
3.2 COMMITMENTS FROM TMAC	12
3.3 KIA TO CONSENT TO OPERATIONS	12
ARTICLE 4. CONDITIONS	13
4.1 COMPLIANCE	13
ARTICLE 5. DEFAULT	14
5.1 TMAC DEFAULT	14
5.2 INDEMNIFICATION BY TMAC	14
5.3 NOTICE OF CLAIM.....	15
5.4 PROCEDURE FOR INDEMNIFICATION.....	15
5.5 ARBITRATION OF CLAIM DISPUTES	15
5.6 THIRD PARTY CLAIMS.....	15
5.7 KIA LIABILITY	15
ARTICLE 6. REVIEW OF AGREEMENT	16
6.1 REVIEW OF IIBA	16
ARTICLE 7. ASSIGNMENT OF IIBA	16

7.1	ASSIGNMENT	16
ARTICLE 8. REPRESENTATIONS AND WARRANTIES		16
8.1	REPRESENTATIONS AND WARRANTIES OF TMAC.....	16
8.2	REPRESENTATIONS AND WARRANTIES OF KIA	17
ARTICLE 9. DISPUTE RESOLUTION.....		18
9.1	INFORMAL DISPUTE RESOLUTION.....	18
9.2	MEDIATION.....	18
9.3	ARBITRATION	18
ARTICLE 10. CONFIDENTIALITY		19
10.1	CONFIDENTIAL INFORMATION.....	19
10.2	USE OF CONFIDENTIAL INFORMATION	19
10.3	EXCLUSIONS	19
10.4	INJUNCTIVE RELIEF	20
10.5	RETURN OF CONFIDENTIAL INFORMATION.....	20
ARTICLE 11.		20
11.1	NOTICES	20
ARTICLE 12. MISCELLANEOUS.....		21
12.1	COLLECTIVE BARGAINING	21
12.2	CONSISTENCY WITH PROJECT APPROVAL	21
12.3	NO PARTNERSHIP.....	21
12.4	FOREIGN CORRUPT PRACTICES.....	22
12.5	PUBLIC ANNOUNCEMENTS.....	22
12.6	FORCE MAJEURE	22
12.7	ENTIRE AGREEMENT	22
12.8	MODIFICATION.....	23
12.9	WAIVER	23

12.10	SURVIVAL	23
12.11	ENUREMENT.....	23
12.12	FURTHER ASSURANCES	23
12.13	GOVERNING LAW	23
12.14	COUNTERPARTS AND TRANSMISSION.....	23

**HOPE BAY BELT
INUIT IMPACT AND BENEFIT AGREEMENT ("IIBA")**

THIS AGREEMENT dated as of the 30th day of March, 2015 (the "**Effective Date**") is made

BETWEEN:

KITIKMEOT INUIT ASSOCIATION, a designated Inuit organization pursuant to the NLCA and a society incorporated under the laws of the territory of Nunavut,

("KIA")

- and -

TMAC RESOURCES INC., a corporation incorporated under the laws of the Province of Ontario,

("TMAC")

WHEREAS:

- A. TMAC proposes to undertake the Hope Bay Belt Project, which is located within the Kitikmeot Region;
- B. KIA is the DIO for the purposes of negotiating an IIBA for Major Development Projects located within the Kitikmeot Region in accordance with Article 26.4.1 of the NLCA;
- C. Subject to Articles 26.11.1 to 26.11.3 of the NLCA, no Major Development Project may commence until an IIBA is finalized in accordance with Article 26 of the NLCA;
- D. As part of the Hope Bay Belt Project, TMAC wishes to commence one or more Major Development Projects in the Hope Bay Belt Area;
- E. Inuit in the Kitikmeot Region may be affected by the Major Development Projects;
- F. TMAC and KIA wish to maximize Inuit benefits and participation in the opportunities arising from the Hope Bay Belt Project whether or not the Hope Bay Belt Project includes Major Development Projects;

- G. Concurrent with the execution and delivery of this Agreement, TMAC has entered into the Framework Agreement;
- II. This Agreement and the Framework Agreement are focused on the goals of certainty of benefit to KIA (including its beneficiaries and the Kitikmeot Region), certainty of surface tenure to TMAC and to the certainty of the long term constructive and productive relationship for both. Within this context, and in order to achieve these goals, KIA and TMAC have developed this Agreement to include: (a) identification of commitments that are specific, firm and implementable; (b) the design of an efficient process that promotes clear and efficient communication; and (c) a process that builds and maintains the kind of relationship that TMAC and KIA wish to have over the long term. KIA and TMAC each confirm it is their intention to maintain these goals and the means to accomplish them;
- I. TMAC and KIA seek certainty for the Hope Bay Belt Project in a manner that respects the KIA and Inuit through the provision of economic and other benefits in this IIBA; and
- J. The Parties have deemed it in their mutual interest to address certain matters relating to the Hope Bay Belt Project to set out their mutual commitment to developing a cooperative and respectful long-term relationship throughout the life of the Hope Bay Belt Project.

NOW THEREFORE in consideration of the mutual covenants and agreements herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

ARTICLE 1. **DEFINITIONS**

1.1 Definitions

In this Agreement, unless the context otherwise requires:

- (a) **"Advanced Exploration Lease"** means the advanced exploration lease the form of which is set out in **Schedule 4.1** of the Framework Agreement.
- (b) **"Affiliate"** means, with respect to a Person, any other person which directly or indirectly Controls, is Controlled by, or is under common Control with that Person.
- (c) **"Agreement" or "IIBA"** means this Inuit Impact and Benefit Agreement, and includes the schedules and appendices attached hereto, as amended and restated from time to time.
- (d) **"Applicable Laws"** means any and all federal, territorial and municipal laws, by-laws, rules, regulations, orders and ordinances together with all notices, directives and directions of any Governmental Authority (including co-management bodies

having jurisdiction in respect of the Lands) applicable to the Hope Bay Belt Area and including Environmental Laws.

- (e) **"Belt-Wide Care and Maintenance"** means a temporary suspension of Commercial Production after the Commencement of Commercial Production at all mine sites in the Hope Bay Belt Area for a period of more than three months.
- (f) **"Bilingual"** means a person who speaks and writes both Inuinnaqtun and English or Inuktitut and English.
- (g) **"Business Days"** means any working day, Monday to Friday inclusive, excluding the following: New Year's Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Remembrance Day; Civic Holiday; Labour Day; Thanksgiving Day; Christmas Day; National Aboriginal Day; Nunavut Day; and Boxing Day, and also excluding any other day deemed as a holiday pursuant the *Interpretation Act* (Nunavut), as may be revised from time to time.
- (h) **"Care and Maintenance"** means a temporary suspension by TMAC of Commercial Production after the Commencement of Commercial Production at a mine site for a period of more than three months.
- (i) **"Carving Stone"** means serpentinite, argillite and soapstone where those substances are available for use for carving purposes.
- (j) **"Claim"** and **"Claims"** shall have the meaning set out in **Section 5.2**.
- (k) **"Closure"** means the project phase that begins at the end of Operations and ends with final closure and includes such activities as decommissioning, abandonment, restoration, reclamation and all other activities and clean-up, closure, and post-closure monitoring of all or part of the Hope Bay Belt Project in accordance with approved reclamation and closure plans.
- (l) **"Commencement of Commercial Production"** means the first day following the first period of ninety (90) consecutive days during which any mill or other processing facility located in on the Hope Bay Belt Area operates at a rate of at least 60% of its design capacity during such period and, if no mill or other processing facility is located on the Hope Bay Belt Area, **"Commencement of Commercial Production"** shall mean the day following the first period of ninety (90) consecutive days during which ores have been shipped from the Hope Bay Belt Area on a reasonably regular basis for the purpose of earning revenues; however, no period of time during which ores or concentrates are shipped from the Hope Bay Belt Area for testing purposes and no period of time during which milling operations are undertaken as initial mill tune-up shall be taken into account in determining the date of commencement of Commercial Production.
- (m) **"Commercial Lease"** means a commercial lease between TMAC and KIA for Mining Activities on the Lands in the Hope Bay Belt Area in the form of commercial lease set out in **Schedule 5.1** of the Framework Agreement.

- (n) **“Commercial Production”** means the process of crushing, grinding or otherwise physically or chemically treating Minerals mined from the Hope Bay Belt Project. For greater certainty, the production of Product resulting from pilot or test operations shall not be considered to be Commercial Production for the purposes of this IIBA.
- (o) **“Consumer Price Index”** or **“CPI”** means the Consumer Price Index for Canada, as published by Statistics Canada under the *Statistics Act* (Canada).
- (p) **“Contractor”** means any contractor retained or contracted to work at the Hope Bay Belt Project and their respective Representatives.
- (q) **“Control”** or **“Controlled”** means possession, directly or indirectly, of the power to direct or cause the direction of management and policies through ownership of voting securities, contract, voting trust or otherwise.
- (r) **“Country Food”** means locally harvested food consumed by Inuit.
- (s) **“Direct Claim”** shall have the meaning set out in **Section 5.3**.
- (t) **“Dispute”** means any claim by either Party that the other has breached or is reasonably expected to breach this Agreement by the other Party, or a dispute between the Parties involving the interpretation, implementation or application of the terms of this Agreement.
- (u) **“DIO”** means a Designated Inuit Organization pursuant to the NLCA which for the purpose of this Agreement is KIA.
- (v) **“Doris North Project”** means the gold mine approved by Nunavut Impact Review Board in Project Certificate No. 003, as amended from time to time and subject to a Pre-Existing Commercial Lease and IIBA.
- (w) **“Doris North Project IIBA”** means the Inuit Impact Benefits Agreement signed by KIA and Miramar Hope Bay Ltd. on September 6, 2006 and transferred to TMAC in 2013.
- (x) **“Environment”** means the components of the earth and includes:
 - (i) air;
 - (ii) land, including surface and sub-surface strata;
 - (iii) water, including surface, ground and underground;
 - (iv) all layers of the atmosphere;
 - (v) all organic and inorganic matter and living organisms; and
 - (vi) the interacting of natural systems that include components referred to in this subsection.

- (y) **“Environmental Laws”** means all applicable federal, territorial, municipal and local laws, statutes, regulations and by-laws, directives, rulings and decisions of any Governmental Authority pertaining to the Environment and applicable to the Hope Bay Belt Area.
- (a) **“Exploration Work”** means any and all exploration and advanced exploration done by or for TMAC in the Hope Bay Belt Area including:
- (i) searching, prospecting, exploring, stripping, drilling, trenching, sinking shafts, ramp declines, driving adits or drifts, and sampling for Minerals, including bulk sampling;
 - (ii) geological, geophysical and geochemical investigations made on the ground or from aircraft or using remote sensing techniques;
 - (iii) a survey of all or part of the boundary of any portion of the Hope Bay Belt Area carried out by a Canada Lands Surveyor for the purpose of preparing a legal description of the property that constitutes such portion of the Hope Bay Belt Area;
 - (iv) work done in constructing roads, bridges or airstrips to provide access to sites where Exploration Work takes place;
 - (v) conducting the work necessary to prepare a study;
 - (vi) preparing estimates of a Mineral Resource or Mineral Reserve, including metallurgical, environmental, geotechnical and engineering studies;
 - (vii) conducting studies, including environmental and socio-economic impact studies and consultations carried out in connection with such studies, and monitoring of environmental and socio-economic conditions;
 - (viii) work done in order construct a camp or related facilities;
 - (ix) work done in constructing roads, bridges or airstrips to provide access to sites where Exploration Work takes place;
 - (x) compiling historical geoscience data for any portion of the Hope Bay Belt Area;
 - (xi) interpreting exploration data and other results for any portion of the Hope Bay Belt Area and preparing reports with respect thereto;
 - (xii) any other work conducted for the purpose of determining the existence, location, extent, quality or economic potential of a deposit of gold and associated Minerals within or partially within the Hope Bay Belt Area and
 - (xiii) any other work of a kind and to the extent approved by KIA as Exploration Work, from time to time,

but does not include any work performed specifically for the purpose of bringing a Mine into production.

- (z) **"Event of Default"** and **"Events of Default"** has the meaning set out in **Section 5.1**.
- (aa) **"Fiscal Year"** means the calendar year.
- (bb) **"Force Majeure"** means any condition, cause or event beyond the reasonable control of the Party, whether foreseeable or unforeseeable that prevents a Party from performing its obligations under this Agreement, or prevents exploration, construction, operation or progressive reclamation or Closure activities on the Hope Bay Belt Project from continuing or commencing, as applicable, and shall include acts of God or natural disaster, including extraordinary weather conditions, flood, epidemic, landslide, lightning, earthquake, storm or washout; radioactive contamination, explosion, fire, epidemic or accident; vandalism, sabotage, terrorism, civil disobedience, blockades, riots, insurrection, acts of war or unlawful acts against public order or authority; action or inaction of civil or military authority; labour strikes or other labour disputes; court decrees or acts of restraints of government or of public authorities; or changes of law.
- (cc) **"Framework Agreement"** means the Framework Agreement, including its schedules and attachments, between Kitikmeot Inuit Association and TMAC Resources Inc. dated as of the date hereof.
- (dd) **"Governmental Authority"** means any government regulatory body, authority, agency, department, board, commission, tribunal, court or other law, rule or regulation making authority having jurisdiction or control on behalf of Canada or any territorial or municipal government.
- (ee) **"Hazardous Materials"** means any substances, pollutant, contaminant, toxic or dangerous waste, chemical, explosive compound or material, including without limitation, gasoline and other petroleum products, asbestos and poly-chlorinated biphenyls and any material which falls within such definitions of waste, toxic, dangerous or any variation of these terms of similar import under Environmental Laws.
- (ff) **"Hope Bay Belt Project"** includes the Doris North Project and all current and future exploration, development and production mining projects located within the Hope Bay Belt Area.
- (gg) **"Hope Bay Belt Area"** means those lands comprising the portion of the Kitikmeot Region set out in **Schedule A** hereto and as revised from time to time pursuant to the terms of the Framework Agreement.
- (hh) **"Indemnitee"** and **"Indemnites"** shall have the meaning set out in **Section 5.2**.
- (ii) **"IIBA or Agreement"** means this Inuit Impact and Benefit Agreement, and includes the schedules and appendices attached hereto, as amended and restated from time to time.

- (jj) **"Inuit"** shall mean Inuit enrolled on the Nunavut Tunngavik Incorporated Enrolment List established pursuant to Article 35 of the NLCA.
- (kk) **"Inuit Owned Lands"** has the meaning given in Article 1.1.1 of the NLCA and includes the Lands.
- (ll) **"KIA Land Management Standards"** means: (i) the KIA rules, procedures and guidelines for management of land contained in **Schedule 3.1** of the Framework Agreement; **Schedule "C"** of the Advanced Exploration Lease; and **Schedule "C"** of the Commercial Lease; and (ii) such other guidelines for management of lands which may be developed by KIA from time to time. KIA shall provide TMAC with six (6) month prior written notice of any changes to KIA Land Management Standards so as to allow TMAC to comply with any applicable KIA Land Management Standards. KIA agrees that it will not apply the KIA Land Management Standards to the Hope Bay Belt Project in a manner that is materially inconsistent with good and workmanlike environmental, mining and engineering best practices.
- (mm) **"KIA"** means the Kitikmeot Inuit Association.
- (nn) **"Kitikmeot Qualified Business"** has the meaning set out in **Schedule F** to this Agreement.
- (oo) **"Kitikmeot Communities"** means the communities in the Kitikmeot region.
- (pp) **"Kitikmeot Region"** means the Kitikmeot Land Use Region, outlined in the *NLCA* and described in Schedule 19(5) and 19(6) of the NLCA and includes Kitikmeot Communities.
- (qq) **"Lands"** means the surface of the lands, soil and earth in the Hope Bay Belt Area.
- (rr) **"Losses"** means, in respect of a Person and in relation to a matter, any and all injuries, losses, costs and damages (including all penalties and fines) which such Person suffers, sustains, pays or incurs in connection with such matter and includes Taxes, reasonable legal and consulting costs and reasonable costs of investigating and defending or participating in claims arising from the matter, regardless of whether such claims are sustained.
- (ss) **"Major Development Project"** has the meaning set out in Article 26.1.1 of the *NLCA*, as amended from time to time and for greater clarity is currently set out in the NLCA as follows: "Major Development Project" means any Crown corporation or private sector project that (a) is a water power generation or water exploitation project in the Nunavut Settlement Area, or (b) is a project involving development or exploitation, but not exploration, of resources wholly or partly under Inuit Owned Lands, and either entails, within the Nunavut Settlement Area during any five-year period, more than 200 person years of employment, or entails capital costs in excess of thirty-five million dollars (\$35,000,000), in constant 1986 dollars, including, where Government is the proponent for a portion of a development project or directly- related infrastructure, the capital costs and employment projections for the government portion of the project.

- (tt) **"Mine"** means any land, work or undertaking wherein Minerals are removed from the earth or from talus within the Hope Bay Belt Area by any method for commercial purposes, and includes all lands, works, mills, concentrators, non-mobile machinery, plant and buildings below or above ground belonging to or used in connection therewith, but for greater clarity does not include exploration or bulk sample facilities.
- (uu) **"Mining Activities"** means any activities conducted by or for TMAC within the Hope Bay Belt Area to produce Product and to prepare it for shipment from a Mine, other than those activities required to be carried out under a Land Use License or Advanced Exploration Lease.
- (vv) **"Minerals"** means precious and base metals and other non-living, naturally occurring substances whether solid, liquid or gaseous, including coal, Precious Stones and Semi Precious stones within, upon, or under, the Hope Bay Belt Area but excluding Specified Substances, water, petroleum, natural gas and related hydrocarbons.
- (ww) **"NIRB"** means the Nunavut Impact Review Board.
- (xx) **"NLCA"** means the Nunavut Land Claims Agreement, also known more formally as the Agreement between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada, as modified, varied and amended from time to time.
- (yy) **"Nunavut Settlement Area"** has the meaning given in Article 3.1.1 of the NLCA.
- (zz) **"NTI Mineral Exploration Agreement"** means any Inuit Owned Lands Mineral Exploration Agreement between Nunavut Tunngavik Incorporated and TMAC, as amended from time to time.
- (aaa) **"NWB"** means the Nunavut Water Board.
- (bbb) **"Operations"** means every kind of work done or activities or operations of TMAC, its Representatives, or the Contractors on or about the Lands in the Hope Bay Belt Area, or in respect of the Hope Bay Belt Project, including:
- (i) the conduct of the Exploration Work in the Hope Bay Belt Area; and
 - (ii) the planning, designing, procuring, building, constructing, installing, developing, operating, processing, concentrating, milling, refining and Closure of the Hope Bay Belt Project, including:
 - A. applying for and preparing permit applications for the Hope Bay Belt Project;
 - B. investigating, exploring, developing, operating and maintaining the Hope Bay Belt Project;
 - C. preparing reports, estimates and studies in respect of the Hope Bay Belt Project;

- D. designing, equipping, improving, surveying, constructing, coring, mining, processing, concentrating, milling, refining, rehabilitation, reclamation and environmental protection in respect of the Hope Bay Belt Project; and
 - E. investigating, developing and conducting progressive reclamation or Closure at any of the Hope Bay Belt Project sites.
- (ccc) **"Parties"** means a Person who is bound by this Agreement, and each individually being a **"Party"**.
- (ddd) **"Permit"** means any consent, authorisation, registration, filing, notification, agreement, certificate, commission, lease, licence, permit, approval, or exemption from, by or with a Governmental Authority required to undertake any part of the Exploration Work or Operations within the Hope Bay Belt Area.
- (cce) **"Person"** or **"Persons"** means any individual, body corporate, partnership (limited or general), trust, trustee, executor or similar official, government, government department, agency or authority or other entity.
- (fff) **"Precious Stone"** means diamond, sapphire, emerald or ruby.
- (ggg) **"Product(s)"** means Minerals mined within the Hope Bay Belt Area including any concentrates, other materials, products or by-products derived by treating such Minerals as part of the Mining Activities.
- (hhh) **"Representatives"** means a Person's directors, officers, employees, members, consultants, advisors and agents.
- (iii) **"Schedule"** means each and all of the Schedules to this Agreement, as amended from time to time in accordance with the provisions herein, and which are incorporated into and form part of this Agreement.
- (jjj) **"Semi Precious Stone"** means a stone valued for use in jewellery, artwork or ornaments, but having less commercial value than a Precious Stone, applied especially to such stones as amethyst, garnet, jade or tourmaline.
- (kkk) **"Senior Representative"** means the President of TMAC and the President of KIA, or their designates.
- (lll) **"Specified Substances"** means construction stone, sand and gravel, limestone, marble, gypsum, shale, clay, volcanic ash, earth, soil, diatomaceous earth, ochre, marl, peat and Carving Stone.
- (mmm) **"Tax"** or **"Taxes"** means all taxes, however denominated, including any interest, penalties, fines or other additions hereto, that are imposed by a Taxation authority, and shall for greater certainty include federal, provincial and territorial income and capital taxes, payroll and employee withholding taxes, employment insurance premiums, Canada pension plan contributions, goods and services taxes, sales and use taxes, ad valorem taxes, excise taxes, franchise taxes, gross receipts taxes,

business license taxes, occupation taxes, real and personal property taxes, freehold mineral taxes, stamp taxes, environmental taxes, workers' compensation premiums, and all other amounts, including any assessments, re-assessments, levies, fines or governmental charges, of the same or a similar nature to any of the foregoing, whether or not such amounts are described as taxes, but does not include any royalty payable pursuant to or in respect of a lease of Minerals.

(nnn) “**Term**” shall have the meaning set out in **Section 2.1**.

(ooo) “**Third Party Claim**” shall have the meaning set out in **Section 5.3**.

1.2 Non-Derogation

The Parties acknowledge and agree that nothing in this Agreement, or any document deriving from it, is intended to or shall be construed so as to abrogate or derogate from:

- (a) any right or interest granted to KIA or to the Inuit under the NLCA, or any Aboriginal right protected by the *Constitution Act, 1982*; or
- (b) any right or interest granted to TMAC under the NLCA.

1.3 Gender, Number and Other Terms

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing gender include all genders, “or” is not exclusive, “including” is not limiting, whether or not non-limiting language (such as “without limitation”) is used with reference thereto, and a grammatical variation of a defined term shall have a corresponding meaning.

Unless otherwise specified, any reference to a statute includes and is a reference to such statute and to the regulations made pursuant to it, with all amendments in force from time to time, and to any statutes or regulations that may be passed which have the effect of supplementing or superseding such statutes or regulations.

The recitals and all headings in this Agreement are inserted as a matter of convenience only and do not define, limit, enlarge, modify or explain the scope, meaning or intent of this Agreement or any of its provisions.

The rule of construction that ambiguities are to be resolved against drafting parties does not apply to the interpretation of this Agreement, and there is no presumption that any doubtful or ambiguous expression is to be resolved in favour of any Party.

1.4 Schedules and Appendices

The following appendices and schedules are attached to and incorporated in this Agreement by reference and deemed to be part hereof:

Schedule “A”	Implementation Committee
---------------------	--------------------------

Schedule "B"	TMAC Liaison
Schedule "C"	IIBA Implementation Manager
Schedule "D"	Training and Education Opportunities
Schedule "E"	Employment Opportunities
Schedule "F"	Business and Contracting Opportunities
Schedule "G"	Access to Facilities and Roads
Schedule "H"	Right of First Refusal
Schedule "I"	Inuit Environmental Advisory Committee Terms of Reference
Schedule "J"	Implementation Plan
Appendix "A"	Hope Bay Belt Area
Appendix "B"	Inuit Content Component Definitions

If there is any inconsistency between the terms contained in the body of this Agreement and the terms contained in its Schedules, the terms contained in the body shall govern the interpretation of this Agreement only to the extent required to remove the inconsistency and any resulting ambiguity.

ARTICLE 2. **AGREEMENT TERM**

2.1 Replacement of Doris North Project IIBA

KIA acknowledges it has received benefits from the Doris North Project pursuant to the Doris North Project IIBA and related KIA agreements. TMAC and KIA wish to replace the Doris North Project IIBA with this Agreement.

2.2 Term

This Agreement shall come into effect on the Effective Date (except as set out in the NLCA Article 26.8.1) and shall terminate on the earlier of:

- (a) the termination of the Framework Agreement; and
 - (b) thirty (30) days following the notice by either party of its intent to terminate this Agreement,
- (the "**Term**").

2.3 Obligation on Termination

Upon termination of this Agreement, KIA shall be entitled to payment within thirty (30) days from TMAC of all amounts which have accrued to, or which are owing to, KIA pursuant to this Agreement.

ARTICLE 3. PURPOSE OF IIBA

3.1 Purpose

The Parties acknowledge that Article 26 of the NLCA requires completion of an "Inuit Impact and Benefit Agreement" before commencement of a Major Development Project and that this IIBA is intended to satisfy the requirements of Article 26 with respect to the Doris North Project and any future Major Development Project on the Hope Bay Belt Area. The Parties acknowledge that this IIBA is also intended to provide benefits to Inuit arising from TMAC's Operations that may fall below the threshold of a Major Development Project.

The purposes of this Agreement (as set out in Article 26 of the NLCA) are to:

- (a) set out the principles and methods to address the potential detrimental impact on Inuit of the Operations in the Hope Bay Belt Area and to maximise benefits to Inuit in general and Inuit in the Kitikmeot Region in particular, including:
 - (i) maximise Inuit training, employment and business opportunities arising from the Operations;
 - (ii) ensure that the Operations contribute to community development and well-being in the Kitikmeot Region;
 - (iii) contribute to the maintenance and promotion of Inuit culture, heritage, land based activities and harvesting;
 - (iv) establish an effective ongoing working relationship between the Parties on the matters covered by this Agreement each acting in a spirit of respect for the goals and aspirations of the other;
 - (v) provide a mechanism through which effective communication and cooperation can take place between the Parties to ensure that this Agreement is fully implemented;
 - (vi) contribute towards achieving and maintaining a standard of living among Inuit equal to that of Persons other than Inuit living and working in the Nunavut Settlement Area, and to Canadians in general;
 - (vii) provide benefits to Inuit that are related to the nature, scale and cost of the project as well as direct and indirect impacts on Inuit;
 - (viii) provide benefits that shall not place an excessive burden on the proponent and undermine the viability of Operations; and

- (ix) not prejudice the ability of other residents of the Nunavut Settlement Area to obtain benefits from Operations.

3.2 Commitments from TMACT TMAC shall in accordance with the specific procedures set out in this Agreement, keep KIA informed on a regular and timely basis about the Operations and their potential:

- (a) socio-economic effects through the Implementation Committee, TMAC Liaison, and the IIBA Implementation Manager; and
- (b) ecosystemic effects through the Inuit Environmental Advisory Committee, as set out in **Schedule I** and through the applicable public regulatory processes.

3.3 KIA to Consent to Operations In consideration for the obligations to be performed by TMAC under this Agreement, KIA acknowledges covenants and agrees on its own behalf and on behalf of its Inuit beneficiaries and/or their respective heirs, successors or legal representatives, that:

- (i) KIA, subject to the terms and conditions of this Agreement and the Framework Agreement, hereby consents to the Operations;
- (ii) KIA acknowledges that, subject to the processes in the IIBA being followed and TMAC complying with the terms and conditions set out in the IIBA and the Framework Agreement, it has been adequately consulted about Hope Bay Belt Projects, including socioeconomic and environmental effects and potential impacts on the rights of Inuit beneficiaries;
- (iii) This Agreement, the Framework Agreement and other regulatory processes relating to the Hope Bay Belt Project provide opportunities to mitigate any potential adverse impacts of the Hope Bay Belt Project;
- (iv) This Agreement, the Framework Agreement and other related agreements between KIA and TMAC, and any future claim made under the NLCA, these agreements, or amendments to such agreements are entered into in full and final satisfaction of any present or future claim by KIA or Inuit beneficiaries;
- (v) Save for the processes provided under this Agreement the Framework Agreement and other related agreements between KIA and TMAC, the NLCA, or amendments to such agreements, KIA will not seek additional financial consideration, or economic or other consideration from TMAC in respect of the Hope Bay Belt Project for impacts on the rights of Inuit beneficiaries;
- (vi) KIA will not engage in any action that interferes with the Operations;
- (vii) KIA will recognize and respect the regulatory approvals that have been or may be granted to TMAC for the Hope Bay Belt Project;

- (viii) This Agreement is intended to fulfil all requirements of Article 26 of the NLCA in relation to the Hope Bay Belt Project, including all currently known and potential future project phases.
- (b) KIA acknowledges and agrees that the payments to be made by TMAC under this Agreement, the Framework Agreement, and other related agreements between KIA and TMAC are to be made, issued and satisfied, respectively, as full compensation from TMAC for any impacts, whether direct or indirect, of TMAC's activities in the Hope Bay Belt Area on Inuit.
- (c) Nothing in this Agreement shall be construed to provide any limitation on the ability of KIA to make full and fair representations concerning any environmental or socio-economic concerns that KIA may, in its sole discretion, communicate to any territorial, federal, regulatory or judicial body considering the approval of any proposed activity related to the Operations and Hope Bay Belt Project. Where KIA has any concerns regarding any proposed Operations, it will make reasonable efforts to raise any such concerns and issues with TMAC prior to expressing them to any territorial, federal, regulatory or judicial body.
- (d) This Agreement does not apply outside of the Hope Bay Belt Area. Future projects outside of the Hope Bay Belt Area will be subject to future IIBA negotiations pursuant to Article 26 of the NLCA, and if on Crown lands, consultations pursuant to Article 27.2 of the NLCA.

ARTICLE 4. CONDITIONS

4.1 Compliance

During the Term TMAC and KIA shall perform their obligations under this Agreement and the Framework Agreement, KIA Land Management Standards, and all Applicable Laws, including but not limited to:

- (a) Environmental Laws;
- (b) laws for the use and disposition of Hazardous Materials; and
- (c) the terms and conditions of any licenses, permits and other approvals required in relation to the Hope Bay Belt Project by any Applicable Laws, including without limitation any certificate issued by the NIRB and license issued by the NWB,

and provide evidence thereof as may be reasonably requested by KIA, from time to time.

Notwithstanding the foregoing, nothing herein obligates TMAC to carry out the Operations or the Hope Bay Belt Project.

ARTICLE 5.

DEFAULT

5.1 TMAC Default

KIA may terminate this Agreement immediately upon written notice in the event of any of the following:

- (a) TMAC has breached a material provision of this Agreement or the Framework Agreements and has failed to cure such breach within thirty (30) Business Days of receiving notice from KIA of the existence and details of such breach;
- (b) any material representation or material warranty made by TMAC in this Agreement or in any certificate or other statement furnished pursuant to this Agreement proves to be incorrect, false or misleading in any material respect;
- (c) the filing of a petition under any bankruptcy, reorganization, insolvency, liquidation or similar law against TMAC or any proceeding under any such law is instituted against TMAC and not dismissed or stayed within sixty (60) calendar days; or
- (d) an uncured breach of the NTI Mineral Exploration Agreement or Production Lease as defined in the NTI Mineral Exploration Agreement,

(collectively “**Event of Defaults**” and each an “**Event of Default**”).

5.2 Indemnification by TMAC

- (a) TMAC shall indemnify and hold harmless KIA and its directors, officers, employees and contractors (collectively, the “**Indemnitees**” and individually each an “**Indemnitee**”) from any loss, claim, demand, expense (including reasonable legal fees), liability or damage to persons or property (each a “**Claim**” and collectively, the “**Claims**”), arising, directly or indirectly, out of a breach by TMAC of any of its obligations under this Agreement.
- (b) Notwithstanding the foregoing TMAC shall have no indemnification obligation for a Claim where such Claim arises from the gross negligence or willful misconduct of an Indemnitee.

5.3 Notice of Claim

Where KIA seeks indemnification pursuant to the terms of this Agreement it shall promptly give written notice to TMAC of any Claims. Such notice shall specify whether the Claim arises from a third-party (a “**Third Party Claim**”) or whether the Claim does not so arise (a “**Direct Claim**”), and shall also specify with reasonable particularity (to the extent that the information is available):

- (a) the factual basis for the Claim; and
- (b) the amount of the Claim, or, if any amount is not then determinable, an approximate and reasonable estimate of the likely amount of the Claim.

5.4 Procedure for Indemnification

With respect to Direct Claims, following receipt of notice from KIA of a Claim, TMAC shall have thirty (30) days to make such investigation of the Claim as TMAC considers necessary or desirable. For the purpose of such investigation, KIA shall make available to TMAC the information relied upon by KIA to substantiate the Claim. If the Parties agree prior to the expiration of such thirty (30) day period (or any mutually agreed upon extension thereof) to the validity and amount of such Claim, TMAC shall pay to KIA the full agreed upon amount of the Claim no later than the expiry of such thirty (30) day period (or any mutually agreed upon extension thereof).

5.5 Arbitration of Claim Disputes

If the Parties do not agree within the time period set out in **Section 5.4** that there is a valid Claim or agree to the Claim amount, the Parties agree that the dispute shall be submitted to arbitration in accordance with this Agreement.

5.6 Third Party Claims

With respect to any Third Party Claim, TMAC shall have the right, at its own expense, to participate in or assume control of the negotiation, settlement or defence of such Third Party Claim and, in such event, TMAC shall reimburse KIA for all the KIA's reasonable out-of-pocket expenses incurred as a result of such participation or assumption. If TMAC elects to assume such control, KIA shall cooperate with TMAC, shall have the right to participate in the negotiation, settlement or defence of such Third Party Claim at its own expense and shall have the right to disagree on reasonable grounds with the selection and retention of counsel, in which case counsel satisfactory to the Parties shall be retained by TMAC. If TMAC, having elected to assume such control, thereafter fails to defend any such Third Party Claim within a reasonable time, KIA shall be entitled to assume such control and TMAC shall be bound by the results obtained by KIA with respect to such Third Party Claim.

5.7 KIA Liability

KIA shall have no liability to TMAC for any Claims arising from this Agreement except for Claims arising as a direct result of KIA's gross negligence or wilful misconduct in performing any of its material obligations under this Agreement. Where TMAC has a Claim the procedures for Claims set out in **Section 5.3** to **Section 5.6** shall apply *mutatis mutandis*.

ARTICLE 6. REVIEW OF AGREEMENT

6.1 Review of IIBA

Within sixty (60) days following each fifth (5th) anniversary of the Effective Date, the Parties shall in good faith review the implementation of the Agreement to ensure that the Agreement's objectives set out in **Section 3.1** are being met and the Agreement is being fully implemented. The Parties will consider whether any amendments to the Agreement and the Framework Agreement are appropriate to meet the Agreement objectives as set out in **Section 3.1** or assist in implementation of the Agreement. The Parties agree to provide such disclosure of information as is reasonably required to address the negotiations of any

adjustments to this Agreement. Any adjustments negotiated pursuant to this Section will be included as amendments to this Agreement, or as an amended and restated agreement. If such negotiations have not been successfully concluded within six (6) months, either Party may require arbitration.

ARTICLE 7. **ASSIGNMENT OF IIBA**

7.1 ASSIGNMENT

The Parties agree that any assignment of this Agreement or any rights or obligations under this Agreement shall be completed in accordance with provisions of the Framework Agreement.

ARTICLE 8. **REPRESENTATIONS AND WARRANTIES**

8.1 Representations and Warranties of TMAC

TMAC acknowledges that KIA is relying upon the representations and warranties set out in this Agreement and in connection with its entering into this Agreement TMAC represents and warrants as follows:

- (a) TMAC is a valid subsisting corporation incorporated pursuant to the laws of the Province of Ontario;
- (b) TMAC has all requisite power and authority to execute and deliver this Agreement and has all necessary power and authority to perform the obligations of the TMAC as set out herein;
- (c) the entering into of this Agreement will not result in the violation of any of the terms and provisions of any agreement, written or oral, to which TMAC may be a party;
- (d) the execution and delivery of this Agreement has been duly authorized by all necessary corporate actions on the part of TMAC and this Agreement when duly executed and delivered by TMAC will constitute a legal and binding obligation of TMAC enforceable in accordance with its terms;
- (e) to the best of its knowledge, the Permits that have been issued to TMAC are in good standing and are valid and in full force and effect in accordance with their respective terms and TMAC is in compliance with Applicable Laws in all material respects;
- (f) to the best of its knowledge, the documents (including without limitation any financial data) and other information provided by TMAC to KIA and its consultants in connection with the negotiation of this Agreement ("**TMAC Information**") contained no statement of a material fact that was untrue at the time the TMAC Information was provided and such TMAC Information remains true as at the date hereof.

8.2 Representations and Warranties of KIA

KIA acknowledges that TMAC is relying upon the representations and warranties set out in this Agreement and in connection with its entering into this Agreement KIA represents and warrants as follows:

- (a) KIA is a valid subsisting society incorporated pursuant to the laws of Nunavut;
- (b) KIA has all requisite legal power and authority to enter into, execute and deliver this Agreement and has all necessary power and authority to perform the obligations as set out herein;
- (c) the entering into of this Agreement will not result in the violation of any of the terms and provisions of any agreement, written or oral, to which KIA may be a party;
- (d) the execution and delivery of this Agreement has been duly authorized by all necessary actions on the part of KIA and this Agreement when duly executed and delivered by KIA will constitute a legal and binding obligation of KIA enforceable in accordance with its terms; and
- (e) to the best of its knowledge, the information provided by KIA to TMAC and its consultants in connection with the negotiation of this Agreement (the "**KIA Information**") contained no statement of a material fact that was untrue at the time the KIA Information was provided and such KIA Information remains true as at the date hereof.

ARTICLE 9. DISPUTE RESOLUTION

9.1 Informal Dispute Resolution

If a disagreement arises between the Parties relating to the implementation of this Agreement, the Parties agree to work together to address the matter in accordance with the following process:

- (a) First, the TMAC Liaison and KIA IIBA Coordinator will discuss the issue and will make reasonable efforts to find a solution which respects the letter and spirit of this Agreement.
- (b) If the issue remains unresolved, the Implementation Committee will meet within thirty (30) days of notice from the TMAC Liaison or KIA IIBA Coordinator setting out in sufficient detail the nature and history of the issue. At this meeting, the Implementation Committee will attempt in good faith to understand and explore the nature of the issue, develop options for possible solutions and assist in reaching a resolution of the issue.
- (c) In the absence of an agreed resolution within 30 days of the date of the meeting described in paragraph (b) above, the Senior Representatives will meet to attempt in

good faith to understand and explore the nature of the ongoing issue, develop options for possible solutions and reach a resolution of the issue.

- (d) If the Parties are unable to agree on a resolution within a further 60 days of the date of the meeting described in paragraph (c) above, the Parties will be entitled to seek to resolve any outstanding Disputes in the manner provided in **Section 9.2**.

9.2 Mediation

Where there is a Dispute that cannot be resolved informally, either Party may give notice of the Dispute to the other ("**Notice**"). If the Parties have not resolved the Dispute after 30 days following Notice, at the initiative of either Party, the Parties may jointly appoint a neutral party to assist them in resolving the Dispute through mediation. If mediation is unsuccessful, either Party may upon notice to the other Party (an "**Arbitration Notice**") commence arbitration in accordance with **Section 9.3**.

9.3 Arbitration

Subject to **Section 9.1** and **Section 9.2**, unless otherwise provided for in this Agreement, any Dispute shall be resolved by binding arbitration pursuant to the National Arbitration Rules of the ADR Institute of Canada, Inc. There shall be a single arbitrator appointed by mutual agreement of the Parties, acting reasonably, within ten (10) days following delivery of the Arbitration Notice. If the Parties are unable to mutually agree on an arbitrator within such period, an arbitrator shall be selected in accordance with the ADR Rules. There will be no appeal from the decision of the arbitrator on questions of fact, law, or mixed fact and law. The place of the arbitration shall be Toronto, Ontario, Canada. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. This section does not affect the rights of the parties to seek injunctive relief when appropriate to enforce their respective rights hereunder.

ARTICLE 10. CONFIDENTIALITY

10.1 Confidential Information

The Parties agree that this entire Agreement shall not be considered Confidential Information.

The Parties to this Agreement agree and acknowledge that from time to time each Party (a "**Disclosing Party**") may disclose certain confidential information about itself not known to the general public (collectively, "**Confidential Information**") to the other party (a "**Receiving Party**") or its Representatives (as defined below) concerning the Disclosing Party and the Disclosing Party's, business, business operations and/or technical information (as applicable). The parties agree that Confidential Information includes any and all analyses, compilations, studies or other documents or records prepared by the Receiving Party and/or its Representatives to the extent such analyses, compilations, studies, documents or records contain, otherwise reflect, or are generated from such Confidential Information. The Parties intend to make this Agreement public and the terms and conditions of this Agreement shall not constitute Confidential Information of both Parties.

10.2 Use of Confidential Information

A Receiving Party shall use the Confidential Information: (a) solely for the purposes of performance of this Agreement, and the Framework Agreement; (b) shall not disclose the Confidential Information; and (c) shall maintain the confidentiality of all Confidential Information. Notwithstanding the foregoing, a Receiving Party may disclose Confidential Information to: (a) Affiliates; directors; officers; employees; professional advisors; solicitors; and agents (in this section each, a "**Representative**", and collectively, the "**Representatives**") of the Receiving Party who need to know such information for the purpose of the Agreement and who owe a similar duty of confidentiality to the Receiving Party; and (b) any other party upon receipt of the Disclosing Party's prior written consent. The Parties agree that NTI shall be deemed to be a Representative of KIA.

10.3 Exclusions

The foregoing obligations of non-use and nondisclosure shall not apply to any information that: (a) is or becomes available to members of the public other than by breach of this Agreement or other duty by the Receiving Party; (b) is in the rightful possession of the Receiving Party without an obligation of confidentiality; (c) is required to be disclosed by operation of law; (d) relates to the Environment and Closure of the Hope Bay Belt Project; (e) that is of a summary nature, such as the type of work done, in a form approved by the other Party acting reasonably, the approximate value of the work, and the general area in which work was done; or (f) in the case of TMAC, that is disclosed to a proposed purchaser of the Hope Bay Belt Project who agrees in writing to maintain the confidentiality of the Confidential Information. In the event that any Receiving Party receives a request to disclose all or any part of the Confidential Information from a governmental authority, such Receiving Party agrees to immediately notify the Disclosing Party of the existence, terms and circumstances surrounding such a request.

10.4 Injunctive Relief

Both parties agree that money damages may not be a sufficient remedy for any breach by a Receiving Party, or any of its Representatives, of its, or their, obligation of confidentiality hereunder, and that, in addition to all other remedies at law or in equity to which the Disclosing Party may be entitled, the Disclosing Party may be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.

10.5 Return of Confidential Information

Upon the termination or expiration of this Agreement a Receiving Party shall, within ten (10) Business Days after request of the Disclosing Party, return all originals, copies, reproductions, summaries and derivative works of Confidential Information and to erase any computer memory containing Confidential Information and certify such erasure in writing. Notwithstanding the foregoing a Receiving Party may retain one archival copy of the Confidential Information for its records to ensure its ongoing compliance with its obligation hereunder.

ARTICLE 11.
NOTICES

11.1 Notices

All notices, requests, demands, waivers, consents, agreements, approvals, communications or other writings required or permitted to be given hereunder or for the purposes hereof ("Notice" in this Article) will be in writing and be sufficiently given if personally delivered, sent by prepaid registered mail or transmitted by facsimile, addressed to the party to whom it is given, as follows:

(a) to KIA:

Attention: Executive Director
Address for delivery: 32 Mitik Street, Cambridge Bay, NU
Address for mail: Kitikmeot Inuit Association, P.O. Box 18, Cambridge Bay, NU, X0B 0C0
Facsimile: 1-867-982-2701
Email: pemingak@qiniq.com

With an email copy to KIA Director of Lands: geoff@qiniq.com

(b) to TMAC:

Attention: President
Address for delivery or mail: 95 Wellington Street West, Suite 1010,
Toronto Ontario M5J 2N7
Facsimile: 1 416-644-9337
Email: president@tmacresources.com

And a copy to TMAC Cambridge Bay office:

Attention: Director of External and Community Relations
Address for delivery 18 Mitik Street, 2nd Floor
or for mail: Cambridge Bay, NU X0B 0C0
Facsimile: 1-867-983-2386
Email: cambridge@tmacresources.com

With an email copy to IIBA@tmacresources.com

or such other address of which Notice has been given in writing from time to time in accordance with this section. Any Notice will be deemed to have been given and received on the day it is delivered, provided that if such day is not a Business Day, the Notice will be deemed to have been given and received on the Business Day next following such day. Any Notice transmitted by facsimile or email will be deemed given and received on the first Business Day after confirmation of its transmission. If a Notice is mailed and regular mail service is interrupted by strike or other irregularity on or before the fourth Business Day after the mailing thereof, such Notice will be deemed to have not been received unless otherwise personally delivered or transmitted by facsimile.

ARTICLE 12.
MISCELLANEOUS

12.1 Collective Bargaining

If any collective agreement negotiations take place between TMAC and a trade union as a result of a labour relations board certification or voluntary recognition of a trade union as bargaining agent on all or part of the Hope Bay Belt Project, TMAC will use its best efforts to negotiate a collective agreement that does not conflict with the provisions of this Agreement, and recognises TMAC's rights and obligations to hire and promote Kitikmeot Inuit. Notwithstanding the preceding sentences, in the event that, by virtue of labour relations laws applicable in Nunavut, a collective agreement is imposed on TMAC which contains terms and conditions which conflict with the terms and conditions of this Agreement, then TMAC's obligations to perform the terms and conditions of the collective agreement shall prevail and TMAC will be relieved of its obligations to perform the conflicting terms and conditions of this Agreement.

12.2 Consistency with Project Approval

As set out in Article 26.3.2 of the NLCA, this Agreement must be consistent with the terms and conditions of approval of all or part of the Hope Bay Belt Project, including those terms and conditions established pursuant to any ecosystemic and socio-economic impact review.

12.3 No Partnership

Nothing in this Agreement shall be construed as creating a partnership, joint venture or association or a trust, fiduciary or similar relationship. It is further understood and agreed that no Party is liable for the acts, covenants and agreements of any other Party, except as may be expressly provided in this Agreement.

12.4 Foreign Corrupt Practices

The Parties agree to comply with the *Corruption of Foreign Public Officials Act (Canada)* / *Foreign Corrupt Practices Act (US)* and confirm that this Agreement is legally required, that the KIA is not a government nor public officials of the Canadian government, and that any payments under this Agreement are in accordance with the laws of Canada and they are not in any way consideration or inducements for approvals.

12.5 Public Announcements

The Parties shall consult with each other before issuing any press release or making any other public announcement about this Agreement and, except as required by any Applicable Law or stock exchange having jurisdiction, no Party shall issue any such press release or make any such public announcement without the prior written consent of the others, which consent shall not be unreasonably withheld or delayed. Prior to any such press release or public announcement, none of the Parties shall disclose this Agreement except to its board of directors, its senior management, its legal, accounting, financial or other professional advisors, any financial institution contacted by it with respect to any financing required in connection with the Agreement and counsel to such institution, or as may be required by any Applicable Law or stock exchange having jurisdiction.

12.6 Force Majeure

In the event of Force Majeure that is greater than one year, the Party affected by the Force Majeure may suspend its obligations under Schedule E of this Agreement which cannot be complied with due to the event of Force Majeure, but only for the time period(s) during which Force Majeure is operative and any reasonable time period required by TMAC or KIA (as applicable), following the end of the Force Majeure to resume the performance of its obligations, and if applicable, for TMAC to recommence operation of the Hope Bay Belt Project.

All other obligations and payments under this Agreement shall continue during Force Majeure, except that the Party claiming Force Majeure may request extension of timelines reasonably required to meet obligations under this Agreement in writing to the other Party, such extension shall not be unreasonably withheld.

In order to suspend the performance of Schedule E obligations as a result of Force Majeure, a Party shall promptly notify the other Parties in writing of the event of Force Majeure and the ensuing suspension of performance of its obligations and shall use reasonable efforts (which will be commercially reasonable efforts in the case of TMAC) to, where applicable and within the control of the Party remove the cause of the event of Force Majeure, prevent the continuing occurrence of the event of Force Majeure and terminate the event of Force Majeure and resume the performance of its obligations. The Party claiming Force Majeure shall provide regular updates to the other Party on efforts to remove the cause of the event of Force Majeure.

This Section 12.6 does not obligate any party to settle any strike, lockout, work stoppage, or labour disturbance on terms not acceptable to it.

12.7 Entire Agreement

The IIBA and Framework Agreement constitute the entire Agreement between the Parties with respect to all of the matters herein and its execution has not been induced by, nor do any of the Parties rely upon or regard as material, any representations or writings whatever not incorporated herein and made a part hereof and may not be amended or modified in any respect except by written instrument signed by the parties hereto. Any schedules referred to herein are incorporated herein by reference and form part of the Agreement.

12.8 Modification

No modification, amendment, supplement to or waiver of this Agreement or any schedule hereunder, or any of their provisions shall be binding upon the Parties hereto unless made in writing and duly signed by both Parties.

12.9 Waiver

No term or provision of this Agreement is deemed waived and no breach excused, unless the waiver or consent is in writing and signed by the party claiming to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether expressed or implied, does not constitute consent to, waiver of, or excuse for, any other different or subsequent breach.

12.10 Survival

The following sections shall survive the termination of this Agreement: **Sections 2.2, 5.2 to 5.7, Articles 9 to 11 and Section 12.10.**

12.11 Enurement

This Agreement shall enure to the benefit of, and be binding upon, the Parties and their respective successors, Affiliates and permitted assigns.

12.12 Further Assurances

Each of the Parties to this Agreement hereby agree that it will promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as another Party may reasonably require from time to time for the purpose of giving effect to the provisions of this Agreement and each of the Parties to this Agreement agrees that it will use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement.

12.13 Governing Law

This Agreement shall be governed by the laws of the Territory of Nunavut and the laws of Canada applicable therein and the parties to this Agreement hereby submit to the exclusive jurisdiction of the Territory of Nunavut in connection with this Agreement.

12.14 Counterparts and Transmission

This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and all counterparts together shall constitute one and the same instrument. A signed counterpart provided by way of facsimile or other form of electronic transmission shall be as binding upon the parties as an originally signed counterpart.

[Signatures on next page.]

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the Effective Date.

KITIKMEOT INUIT ASSOCIATION

Per:



Name: Charlie Evalik

Title: President

I have the authority to bind the society.

TMAC RESOURCES INC.

Per:



Name: Catharine Farrow

Title: Chief Executive Officer

I have the authority to bind the corporation.

TMAC RESOURCES INC.

Per:



Name: Gordon Morrison

Title: President

I have the authority to bind the corporation.

Hope Bay Belt IIBA

Document #: 827634

SCHEDULE "A"

IMPLEMENTATION COMMITTEE

1. COMMITMENT TO IMPLEMENTATION

- (a) The Parties recognise that the Implementation Committee, TMAC Liaison (**Schedule "B"**) and KIA Manager (**Schedule "C"**) positions are key to the successful implementation of this Agreement
- (b) The Parties will ensure their Implementation Committee appointees are provided with a clear and full mandate to function effectively on the Implementation Committee and to help fulfil the Implementation Committee's mandate.
- (c) TMAC and KIA will use the Implementation Plan in **Schedule "J"** to track progress, and will keep it updated.
- (d) TMAC will train all of its Senior Management, Human Resource staff and Procurement staff on this Agreement and the Implementation Plan.
- (e) KIA will train its Senior Management on this Agreement and the Implementation Plan.

2. IMPLEMENTATION COMMITTEE

Within 30 days after the Effective Date or at such other time as may be agreed to in writing by the Parties, the Parties will establish an Implementation Committee and will appoint their respective Implementation Committee members in accordance with Item 3 of this Schedule.

3. MEMBERSHIP OF THE COMMITTEE

- (a) The Implementation Committee shall be comprised of four individuals, with two individuals being appointed by the KIA and two individuals being appointed by TMAC. The individuals appointed to the Implementation Committee by KIA shall not be current KIA Board members. Members of the Implementation Committee shall have relevant expertise, skills or competency.
- (b) Replacement members may be appointed to the Committee from time to time by the Parties appointing the representatives and will be appointed within 30 days when the need arises. Such appointments may be temporary in order to ensure limited interruptions to the business of the Implementation Committee and shall be until such time as a suitable permanent representative can be identified and appointed. The Parties will appoint any successor representatives to the Implementation Committee in

a manner that considers the need for continuity, knowledge and experience.

- (c) The President of TMAC and President of KIA will be ex-officio members of the Implementation Committee as office holders at their respective organisations. Ex-officio members will not have voting rights.

4. DUTIES OF THE COMMITTEE

The Implementation Committee shall:

- (a) monitor the implementation of this Agreement, using the Implementation Plan to track progress,
- (b) set annual and long term Inuit training (including apprenticeship) targets that are achievable by TMAC using commercially reasonable efforts ("**Inuit Training Targets**");
- (c) set annual Inuit employment targets for Inuit at the Hope Bay Belt Project that are achievable by TMAC using commercially reasonable efforts ("**Inuit Employment Targets**");
- (d) consider requests to re-determine Inuit Employment Targets brought in accordance with **Section 6(b) of Schedule E** and make adjustments of up to 5% if the Implementation Committee considers the change to be supported by new information and the objectives of this Agreement;
- (e) manage and administer the Training and Education Fund referred to in **Section 7 (a) of Schedule D**;
- (f) provide an on-going forum for communication and cooperative measures for improving Inuit participation in contracting and employment;
- (g) assist in identifying opportunities to increase the Inuit Content Components (as defined in **Appendix "B"**) in procurement within the Hope Bay Belt Area;
- (h) recommend parameters, risks and requirements surrounding the Country Food kitchens and cultural activities;
- (i) recommend strategies and plans to the Parties for the achievement of goals made under this Agreement;
- (j) provide a forum to consider issues of concern to the Parties relating to the Project and the implementation of this Agreement, including the performance by the Parties of their respective obligations under this Agreement;
- (k) create, maintain and annually update a list of relevant education and training opportunities for Inuit;

- (l) adhere to TMAC's applicable policies, including those relating to conflict and confidentiality;
- (m) provide direction for the publication of special newsletters as required;
- (n) within 90 days following the end of each Fiscal Year, prepare an Evaluation Report on this Agreement for presentation to the KIA, the KIA Board and TMAC. Evaluation Reports will include:
 - (i) an assessment of whether Inuit Training Targets and Inuit Employment Targets are met or exceeded;
 - (ii) a summary of Inuit training and recruitment plans, and other activities set out in **Schedule D**;
 - (iii) a plan for improving compliance with Inuit Training Targets and Inuit Employment Targets if targets are not met;
 - (iv) a summary of all donations and contribution amounts made and owing under **Schedule E** and **Schedule F**;
 - (v) a report on the activities of, including funds received into and disbursed from, the Training and Education Fund;
 - (vi) a summary of all salaries paid to Kitikmeot Inuit, other Nunavut Inuit resident in the Kitikmeot region, all other Kitikmeot and Nunavut Inuit, residents of the Kitikmeot region and all others employed by TMAC in Nunavut, provided that the personal information of individual employees is protected;
 - (vii) a summary of contracts awarded, detailing Inuit Content Components and implementation of Inuit Employment Target Plans (as defined in **Appendix "B"**);
 - (viii) a quantification of proportion of wages accruing to Kitikmeot Inuit, other Nunavut Inuit resident in the Kitikmeot region, all other Kitikmeot and Nunavut Inuit; residents of the Kitikmeot region and all others employed by TMAC in Nunavut, provided that the personal information of individual employees is protected;
 - (ix) an assessment of economic benefits arising from Inuit participation in TMAC Operations within the Hope Bay Belt Area;
 - (x) suggestions for increasing Inuit Content Components in procurement;
 - (xi) an executive summary available to the public; and

(xii) other matters pertaining to this IIBA as appropriate.

5. INUIT TRAINING TARGETS AND INUIT EMPLOYMENT TARGETS

In determining the Inuit Training Targets and Inuit Employment Targets, the Implementation Committee shall consider the following factors:

- (a) TMAC's projected labour requirements;
- (b) availability and uptake of regional programs;
- (c) educational programs;
- (d) expected number of available qualified candidates, having regard to past performance and projected labour market conditions in the Kitikmeot region and Nunavut; and
- (e) any other relevant factors.

6. COMMITTEE DECISIONS

All decisions of the Implementation Committee shall be made by consensus of the members, failing which the matter shall be referred to dispute resolution as set out in **Article 9** for resolution.

7. MEETINGS OF THE COMMITTEE

- (a) Meetings of the Implementation Committee will be held quarterly or more frequently as agreed between the Parties. Such meetings shall be held in person unless otherwise agreed unanimously by the Implementation Committee members. There shall be an inaugural meeting of the Implementation Committee within 1 month of the establishment of the Implementation Committee.
- (b) During any period of Belt Wide Care and Maintenance the Implementation Committee must meet annually or more frequently as agreed between the Parties.

8. SPECIAL MEETINGS

A special meeting may be called by one of the Parties upon 14 days written notice to the other Party which notice shall contain the reason for the special meeting.

9. LOCATION OF THE COMMITTEE MEETINGS

Without limiting discretion of the Implementation Committee, the meetings may take place by teleconference, at a Hope Bay Belt Project site, Cambridge Bay or any other location as agreed to by the Implementation Committee.

10. ADMINISTRATION OF THE COMMITTEE

- (a) The Parties will each designate one of its representatives as the "Lead Designate" for the purpose of having responsibility for establishing meeting agendas and being the key contacts to address the logistical needs of the Implementation Committee on an ongoing basis. Agendas for meetings of the Implementation Committee will be jointly established and circulated at least seven days in advance by the Lead Designate appointed by each Party. Minutes of each meeting will be drafted by a designated participant and circulated to all members of the Implementation Committee.
- (b) Either Party's representatives may request that information (including data, reports and records) shared with the Implementation Committees be designated as Confidential Information for the purposes of this Agreement. The security of all Confidential Information shared and discussed at meetings and among representatives will be maintained in accordance with the policies developed by the Implementation Committee.
- (c) Each Party will ensure their Implementation Committee representatives are provided with a clear and full mandate to function effectively on the Implementation Committee and to help fulfil the Implementation Committee's mandate.

11. COSTS

- (a) TMAC will pay all reasonable costs of all Implementation Committee meetings and preparation/production/distribution of annual Evaluation Reports. Reasonable costs shall be limited to out-of-pocket travel costs of each member to the location of the meeting from the community from which such member resides, provision of meeting space, refreshments, production, distribution of meeting materials and other costs deemed appropriate by TMAC. TMAC shall pay all such costs and expenses within thirty (30) days of receipt of an invoice setting out particulars of such costs and expenses.
- (b) For greater certainty, these costs are not included in the annual payments by TMAC under the Framework Agreement except for the salary of the IIBA Implementation Manager, referenced in **Schedule C**.
- (c) Should the Implementation Committee determine it requires expert advice, the parties will determine who bears the cost at that time, and may appoint consultants as expert advisors as required from time to time.

12. COMMUNICATION BETWEEN TMAC AND KIA

- (a) The Presidents of TMAC and KIA will meet at least once a year to discuss implementation of the IIBA and the Framework Agreement and to facilitate collaboration and dialogue between TMAC and KIA.
- (b) Communication between TMAC and KIA will be regular and timely to ensure the smooth operation of this Agreement. The Parties shall inform

each other of any public meetings inside or outside of the Kitikmeot Region that are held for the purpose of discussing this Agreement.

13. SITE VISITS

TMAC will hold at least one site visit annually at the Hope Bay Belt Project. Members of the Implementation Committee will be permitted to visit any of the Hope Bay Belt Project sites upon reasonable notice to TMAC and when in the discretion of TMAC acting reasonably, such visits will not otherwise negatively impact operations.

SCHEDULE B

TMAC LIAISON

1. COMMITMENT TO EMPLOY TMAC LIAISON

Within ninety (90) days of the Effective Date and thereafter during the term of this Agreement, TMAC will appoint a Liaison officer ("**TMAC Liaison**") at the Hope Bay Belt Project to act as a liaison with respect to the implantation of this Agreement. The TMAC Liaison shall be a member of TMAC senior management, or directly report to a member of TMAC senior management.

2. NOTIFICATION

TMAC will notify KIA of the TMAC Liaison's name and contact information within seven (7) days of appointment.

3. TMAC LIAISON'S MANDATE

To the extent permitted by Applicable Law and TMAC human resources policies, the TMAC Liaison will work with the appropriate TMAC departments to:

- (a) Assist the Implementation Committee in its work:
 - (i) gather and provide data set out in **Schedule A(4)(i)** of this Agreement on Inuit training, employment (by skill type) and procurement (by contract), and a summary relative to targets to support the preparation of annual Evaluation Reports;
 - (ii) provide secretariat services to the Implementation Committee including preparation and distribution of meeting minutes, setting meeting agendas, and setting up meetings in coordination with the KIA IIBA Implementation Manager;
 - (iii) other work to assist with Implementation Committee work as identified by the Implementation Committee, and agreed to by TMAC.
- (b) Assist TMAC to maximise Inuit training, employment and Kitikmeot Qualified Business procurement by:
 - (i) identifying the Inuit persons and Kitikmeot Qualified Businesses interested in employment and business opportunities in the Hope Bay Belt Area;
 - (ii) considering opportunities for capacity building and development of Kitikmeot Qualified Businesses (as defined in **Schedule F**), minimizing barriers to entry for Inuit businesses

and assisting Kitikmeot Qualified Businesses to access available business opportunities for the Project;

- (iii) monitoring, tracking and ensuring the fulfillment of training, employment and business obligations set out in this Agreement;
- (iv) developing ways and means to implement this Agreement including but not limited to, working with KIA Community Liaison Officers, Kitikmeot Qualified Business, Governmental Authorities, educational facilities such as post-secondary institutions and other Persons who may positively impact the Agreement;
- (v) in collaboration with government and other agencies, monitoring the social and economic impacts of the Hope Bay Belt Project and the achievement of the goals of the Agreement;
- (vi) acting as a liaison with the Inuit employees of TMAC;
- (vii) identifying employee counselling needs as appropriate;
- (viii) assisting with identifying and developing work place training and employment policies for Inuit employees set out in **Schedules D and E**;
- (ix) developing on-going consultation with Inuit employees of TMAC to identify their needs, issues and concerns;
- (x) assisting with identifying and developing wellness initiatives;
- (xi) providing full and transparent information, to the extent permitted by Applicable Laws, to the KIA IIBA Implementation Manager about implementation of TMAC's obligations under this Agreement;
- (xii) ensuring regular communications between the procurement department of TMAC and the IIBA Implementation Manager;
- (xiii) ensuring that TMAC makes payments under **Schedules D and F** within thirty (30) days of receipt of the Implementation Committee's Evaluation report by TMAC;
- (xiv) assisting in informal dispute resolution under **Article 9** of the IIBA;
- (xv) other work to implement the IIBA as identified by TMAC.

4. KITIKMEOT REGION OFFICE

In order to facilitate positive working relations between TMAC and KIA, training organizations and Inuit seeking employment and training, TMAC will establish and maintain as soon as practicable after the Effective Date, a Kitikmeot Region Office to house at a minimum: the TMAC Liaison. TMAC will endeavour to maximise Inuit employment at the Kitikmeot Region Office and maximise the use of Kitikmeot Qualified Businesses to provide goods and services to the office.

SCHEDULE "C"

IIBA IMPLEMENTATION MANAGER

1. COMMITMENT TO EMPLOY IIBA MANAGER

Within ninety (90) days of the Effective Date and thereafter during the term of this Agreement, KIA will employ an IIBA Implementation Manager ("**Manager**") for the Hope Bay Belt Project to work with the TMAC Liaison to implement this Agreement.

2. NOTIFICATION

KIA will notify TMAC of the Manager's contact information within 7 days of appointment.

3. RELATION TO IMPLEMENTATION COMMITTEE

The Manager will be one of the KIA representatives appointed to the Implementation Committee.

4. KIA MANAGER'S MANDATE

The Manager's mandate will include:

- (a) Assist the Implementation Committee in its work by:
 - (i) monitoring, reviewing and tracking data on training, employment and business obligations set out in **Schedule A(4)(i)** of this Agreement gathered by the TMAC Liaison to support the preparation of annual Evaluation Reports;
 - (ii) providing secretariat services to the Implementation Committee including preparation and distribution of meeting minutes, setting meeting agendas and setting up meetings in coordination with the TMAC Liaison;
 - (iii) other work to assist with Implementation Committee work as identified by the Implementation Committee, and agreed to by KIA.
- (b) facilitate the successful achievement of Inuit training, employment and contracting objectives by:
 - (i) establishing and updating on at least an Annual basis a Kitikmeot Qualified Business Registry that lists names and contact information of Kitikmeot Qualified Businesses, and provide access to the registry to TMAC;

- (ii) identifying and promoting opportunities to prospective Inuit employees and Kitikmeot Qualified Businesses;
- (iii) reviewing and commenting on TMAC's training, employment and contracting policies and procedures;
- (iv) considering opportunities for capacity building and development of Kitikmeot Qualified Businesses, minimizing barriers to entry for Inuit Businesses and assisting Kitikmeot Qualified Businesses to access available business opportunities for the Project;
- (v) monitoring, tracking and ensuring the fulfillment of training, employment and business obligations set out in this Agreement;
- (vi) in collaboration with government and other agencies, monitoring the social and economic impacts of the Hope Bay Belt Project and the achievement of the goals of the Agreement;
- (vii) developing ways and means to implement this Agreement including but not limited to, working with KIA Community Liaison Officers, Kitikmeot Qualified Business, Governmental Authorities, educational facilities such as post-secondary institutions and other Persons who may positively impact the Agreement;
- (viii) assisting in informal dispute resolution under Article 9 the IIBA;
- (ix) updating the KIA Board about implementation and results of this Agreement; and
- (x) other work to assist with the implementation of the IIBA identified by KIA.

5. COMMUNICATIONS WITH INUIT EMPLOYEES

- (a) TMAC will facilitate meetings, making suitable facilities available where appropriate, between the Manager and the Inuit employees of TMAC and Contractors. For clarity, neither the Manager nor KIA staff is responsible for notifying Inuit employees for the purpose of ensuring attendance at site.
- (b) Except where safety or security concerns exist, information provided to the Manager by Inuit employees of the Hope Bay Belt Project concerning personal or family matters will remain confidential and not be disclosed to TMAC unless the individuals affected gives informed consent in writing for such disclosure.

6. RESPONSIBILITY

Notwithstanding anything herein to the contrary:

- (a) KIA shall have the sole responsibility and discretion to recruit, select, manage and engage the Manager, the costs of which are funded through the annual payments from TMAC under the Framework Agreement.
- (b) The payments provided by TMAC pursuant to the Framework Agreement and which may be applied by KIA in order to fund the Manager are not made and are not intended to be made to influence the substance of any decision made or any action taken by KIA or the Manager.
- (c) The Manager will report to KIA.
- (d) The Manager may attend Hope Bay Belt Project sites upon reasonable notice to TMAC and when not prohibitive by the nature of site operations, and will be provided travel and accommodation when this occurs at TMAC's cost.

SCHEDULE "D"

TRAINING AND EDUCATION OPPORTUNITIES

1. INTENT

- (a) TMAC and KIA recognize that the development, maintenance and retention of a skilled and qualified workforce are essential for productive Operations.
- (b) TMAC and KIA wish to provide opportunities for participation by Inuit in the development of the Hope Bay Belt Project.
- (c) TMAC and KIA recognize the need to provide support and training for Inuit to access and maximize employment and other opportunities associated with the Hope Bay Belt Area.
- (d) Training and education to support and encourage the participation of Inuit in the Hope Bay Belt Project are a shared objective of TMAC as employer, KIA as facilitator of opportunities that benefit Inuit, the individual who desires to improve his/her skills, and the communities and the governments at all levels.

2. EDUCATION AND TRAINING

- (a) As further detailed in **Schedule E**, TMAC's human resources strategy will include objectives to attract and retain qualified staff. The strategy will identify barriers to employment and advancement at the Hope Bay Belt Project and will contain recruitment plans and processes as well as talent management initiatives such as training, career planning and advancement. The strategy will include specific measures aimed at maximizing Inuit employment, training and advancement and meeting or exceeding Inuit Training Targets (see **Schedule A**) at the Hope Bay Belt Project.
- (b) TMAC's training may include on-the-job technical training and skills development in a variety of areas relevant to the Hope Bay Belt Project including underground mining, surface operations, mill processing, geotechnical and environmental. TMAC will allow trades training on-site at the Hope Bay Belt Project as the Hope Bay Belt Project's needs permit.
- (c) Career development plans will be developed for all Inuit employees.
- (d) TMAC will review the Implementation Committee's annual Evaluation Reports and make reasonable efforts to adjust its strategy as necessary to meet the Inuit Training Targets.
- (e) TMAC will encourage the advancement of qualified, interested Inuit to supervisory and management positions and will take steps to support the

development of relevant skills as needed such as coaching, leadership, budgeting and report writing skills.

- (f) TMAC will host a community information and career awareness session in all Kitikmeot Communities at least annually which will encourage Inuit to attain the skills and educational qualifications necessary to maximize employment opportunities and provide information on:
 - (i) the expected labour needs of the Hope Bay Belt Project;
 - (ii) the skills, behaviours and qualifications required for employment and advancement at the Hope Bay Belt Project;
 - (iii) the training opportunities and educational support programs available to prepare for employment at the Hope Bay Belt Project; and
 - (iv) career opportunities in related fields such as science, technology, mathematics or professional services.
- (g) Upon the achievement of Commercial Production, TMAC will sponsor competitions and achievement awards at junior high and high school in fields relevant or related to careers in the mining industry such as science, technology, mathematics or professional services, in order to encourage the completion of high school and advancement to post-secondary education.

3. SUPPORT

- (a) TMAC and KIA will encourage government and local agencies responsible for education and training to develop and provide training, including trades, within the Kitikmeot high school system and off-site education and training programs aimed at preparing Inuit for employment in mining and related fields.
- (b) In identifying training opportunities for the Hope Bay Belt Project, TMAC will share information with Kitikmeot Communities, the Implementation Committee and other agencies responsible for delivery of training and education programming in the Kitikmeot Region to support efficiency and effectiveness of delivered programming.

4. TIMING

The commitments described in this Schedule do not apply during periods of Belt Wide Care and Maintenance.

SCHEDULE "E"

EMPLOYMENT

1. INTENT

- (a) TMAC and KIA recognize the Inuit labour supply as a valuable resource in meeting the labour demands of the Hope Bay Belt Project and wish to take steps to maximize Inuit employment at the Hope Bay Belt Project.
- (b) TMAC and KIA acknowledge that it is important to recruit and retain Inuit, provide opportunities to advance Inuit to supervisory and management positions and promote long term interest in working at the Hope Bay Belt Project.
- (c) TMAC and KIA agree that these provisions will not impose any responsibility on TMAC to assume the role of government or responsibility for social services and infrastructure.
- (d) TMAC and KIA acknowledge the role of leadership and mentorship in supporting Inuit progression at Hope Bay Belt Project work sites. The creation of a positive, learning work environment by TMAC and Contractor supervisors and Managers will support the success of specific Inuit employment measures or formalized training pursuant to this Schedule.

2. APPLICATION

- (a) The provisions of this Schedule will apply to the employment practices of TMAC regarding the recruitment and employment of Inuit on the Hope Bay Belt Project.
- (b) TMAC will require as a contractual term that Contractors and Subcontractors develop and apply their own employment, hiring, retention and advancement practices consistent with the commitments in this Schedule. TMAC and KIA will develop a list of exceptions to this requirement, and provide ability to Implementation Committee to adjust this requirement at their discretion.

3. INUIT EMPLOYMENT PREFERENCE

- (a) Selection, hiring, advancement or dismissal of any TMAC employee, including apprentices, will be at the sole discretion of TMAC.

- (b) The Parties acknowledge and agree that in order to secure any job opportunities, apprenticeship positions or summer employment opportunities, Inuit must:
 - (i) Have the qualifications and ability to carry out the job requirements of the particular opportunity, through education, relevant experience or aptitude and, in TMAC's opinion, acting reasonably share TMAC's corporate vision and values (where such vision and values are described on TMAC's website) and commitment to safety. Where appropriate TMAC will consider ability, skills and experience as an equivalent to formal qualifications as identified in job descriptions;
 - (ii) Be available to fill the applicable job opportunity; and
 - (iii) Comply with the applicable hiring policies and guidelines and successfully complete the normal internal hiring processes for position openings.
- (c) If in TMAC's opinion, there are two or more equally matched Inuit and non-Inuit candidates, TMAC will hire Inuit candidates.
- (d) Priority will be given to hiring employees at the Hope Bay Belt Project in the following order:
 - (i) Kitikmeot Inuit and other Nunavut Inuit resident in the Kitikmeot region;
 - (ii) all other Kitikmeot and Nunavut Inuit;
 - (iii) residents of the Kitikmeot Region; and
 - (iv) all others.
- (e) TMAC shall keep a record of employment numbers for these four categories of employees and report them to the Implementation Committee, provided that the personal information of individual employees is protected.
- (f) Categories 3(d)(i) and (ii) combined shall be the basis on which Inuit Employment and Training Targets are set and assessed by the Implementation Committee.

4. RECRUITMENT AND HIRING

- (a) TMAC will consult with the Implementation Committee to identify recruitment strategies that will maximize Inuit employment in the Hope Bay Belt Project.

- (b) TMAC will review its recruitment and hiring procedures annually and adjust them as commercially reasonable and in good faith to maximise Inuit employment at the Hope Bay Belt Project and to meet or exceed the Inuit Employment Targets.

5. RETENTION AND ADVANCEMENT

- (a) TMAC will provide Inuit employees with access to a representative who is an Inuk within the Hope Bay Belt Project with access to TMAC's senior management to discuss and address concerns such as issues about Inuit employee's position, rotation cycles and career development plans.
- (b) TMAC will make commercially reasonable efforts to promote and advance qualified Inuit, utilizing career development plans for all Inuit employees.
- (c) TMAC will provide comprehensive on the job training programs, including technical and apprenticeship training and ongoing skill development to interested and qualified Inuit employees.
- (d) TMAC's human resources strategy will include approaches to reduce absenteeism and turnover.

6. INUIT EMPLOYMENT TARGET

- (a) TMAC will use commercially reasonable efforts in good faith to meet or exceed annual Inuit Employment Targets (See **Schedule A 4**).
- (b) Once during the period of six months following the establishment of the Inuit Employment Target, TMAC may ask the Implementation Committee to re-determine the Inuit Employment Target by adjusting it not more than 5% based on new information that was not available when the Implementation Committee established the target.
- (c) TMAC will provide annual Inuit employment data to the Implementation Committee sufficient to complete its Evaluation Report. If the Implementation Committee's Evaluation Report indicates that TMAC has not met the annual Inuit Employment Target, TMAC, acting in good faith, will develop a commercially reasonable plan to work towards meeting the targets.

7. TRAINING AND EDUCATION FUND

- (a) KIA and TMAC will establish an Education and Training Fund (the "**Training and Education Fund**") to be used to promote relevant post-secondary education as well as train Inuit in order to maximise Inuit employment at Hope Bay Belt Project. The Training and Education fund will be jointly managed and administered through the Implementation Committee.

- (b) Upon the achievement of Commercial Production, TMAC will make an initial contribution of \$15,000. Thereafter, TMAC will make a yearly contribution of up to \$100,000 into the Education and Training Fund, the amount to be determined yearly according to the need, as requested by the Implementation Committee, the request to be made on, or before, September 15th for the contribution to be made during January of the following year.
- (c) Effective the second year after Commercial Production, if the Implementation Committee's Evaluation Report indicates that TMAC has not met the annual Inuit Employment Target, TMAC will pay into the Training and Education Fund an amount equal to \$5,600.00 (as adjusted according to the Consumer Price Index) multiplied by "x", where "x" equals the difference between the number of Inuit employees hired and what was required to meet the Inuit Employment Target. TMAC shall pay to the Training and Education Fund within thirty (30) days of receiving the Implementation Committee's Evaluation Report, any amounts payable.

8. NOTICE OF EMPLOYMENT NEEDS

- (a) TMAC will provide the Implementation Committee with an annual projection of the employment needs of the Hope Bay Belt Project.
- (h) TMAC will ensure that all its hiring needs for the Hope Bay Belt Project are posted in Kitikmeot Communities and are also provided by email to the KIA Manager at the time they are circulated and posted. Job descriptions will be developed for all positions.

9. WORK ROTATION

Work schedules and rotations for the Hope Bay Belt Project will be established by TMAC. Priority will be given to vacation requests made by Inuit employees who intend to undertake traditional pursuits during their leave period. All employees will provide sufficient notice to TMAC so as to minimize scheduling conflicts.

10. POINT OF HIRE

Point of Hire includes the communities of Kugluktuk, Cambridge Bay, Gjoa Haven, Taloyoak, Kugaaruk, Bathurst Inlet and Umingmaktok.

11. TRANSPORTATION FOR INUIT EMPLOYEES

- (a) TMAC will provide air transportation for its Inuit employees of the Hope Bay Belt Project resident in the communities of Kugluktuk, Cambridge Bay, Gjoa Haven, Taloyoak and Kugaaruk to and from the Point of Hire to the Hope Bay Belt Project. Air transportation will be scheduled on the basis of the work rotations of the Inuit employees residing in the Point of Hire. TMAC will consider alternative transportation arrangements for residents of Bathurst Inlet and Umingmaktok. Air transportation may be in

the form of charter aircraft or commercial airlines, at the sole discretion of TMAC.

- (b) TMAC and KIA commit to working together and with airlines, government agencies and other groups to achieve efficiency and effectiveness of transportation systems and where possible to flying workers directly to and from the Hope Bay Belt Project without a layover in Yellowknife or other communities.
- (c) TMAC will pay for all costs associated with movement of its Inuit personnel from Points of Hire located in the Kitikmeot Communities to the Hope Bay Belt Project.

12. PERSONNEL AND EMPLOYMENT DATA

TMAC will maintain personnel and employment data in a format which enables TMAC to efficiently monitor the levels of TMAC Inuit employment.

13. MINIMUM QUALIFICATIONS

TMAC will develop human resource policies which address minimum requirements for employment (which may include waiving requirements in appropriate circumstances for high school graduation or other similar aptitude tests or requiring minimum of Grade 12 level education). In consultation with the Implementation Committee, TMAC will identify jobs for which formal entry level educational requirements may be adjusted for Inuit job applicants.

14. LANGUAGE

- (a) Inuit who do not possess knowledge of the English language, either written or verbal, will be given reasonable opportunities to qualify for jobs where lack of knowledge of the English language does not compromise the safety of the employee, safety of others or job performance.
- (b) Inuit employees will not be disciplined or terminated due to their inability to speak the English language, but may be transferred to a job requiring less knowledge of the English language or to a training program to suit them to another job provided such job or training is available. Such transfer will be at the discretion of TMAC.
- (c) Where necessary, as determined by TMAC, signs, safety, regulations and job advertisements shall be translated and TMAC policies, directives, procedures, instructions and job descriptions may be written in Inuinnaqtun (Roman Orthography) and Inuktitut (Syllabics). In making these determinations, human safety and job performance shall be paramount.
- (d) TMAC will engage Inuit who are Bilingual and who can be available to translate to unilingual Inuit where it is appropriate and where safety and job performance will not be compromised.

15. EMPLOYMENT SUPPORT SYSTEM

TMAC recognizes that employee support measures will be an important contribution to maximizing Inuit employment as such measures will assist Inuit employees to perform well in the jobs. Without limiting the generality of the foregoing, TMAC commits to:

- (a) provide a thorough orientation program including training on TMAC policies, procedures, including safety training and support programs to assist Inuit to adjust to camp life;
- (b) make reasonable efforts to enhance positive interaction by promoting inter-cultural dialogue and understanding at the Hope Bay Belt Project. To this end, TMAC will provide Inuit cultural and cross-cultural orientation and training for all employees and for the employees of medium and long-term Contractors in the Operations;
- (c) institute an Employee and Family Assistance Program (EFAP) that will provide Inuit employees and their families assistance dealing with personal problems, family matters, mental health concerns and alcohol, drug and gambling dependencies;
- (d) at its discretion, utilize community-based resources to meet its needs;
- (e) serve Country Food at the Hope Bay Belt Project commensurate with the demand and nutritional needs of its Inuit employees and availability of a reasonable quantity and at a reasonable price. Any such Country Food must meet government standards;
- (f) maintain a code of ethical business conduct which prevents discrimination and harassment;
- (g) maintain a drug and alcohol policy which includes a "zero tolerance" policy at the Hope Bay Belt Project;
- (h) provide on-site access to communications facilities to allow reasonable communication between Inuit employees and their spouses and families which will include telephone and computer supported technology as the Hope Bay Belt Project evolves;
- (i) provide for Country Food kitchens and cultural activities at the Hope Bay Belt Project as determined by the Implementation Committee and as space permits at site; and
- (j) review these measures annually to identify how they could be improved.

16. SUMMER EMPLOYMENT

- (a) TMAC will develop a summer student program to employ Inuit college or university students subject to any regulation and encourage them to

continue mining careers or careers in mining related fields such as science, technology, engineering, mathematics, or professional services.

- (b) The employment of qualified Inuit students from the Kitikmeot Communities will be in preference to other summer employment candidates provided they have the ability, work skills, experience, necessary qualifications and are, in TMAC's opinion acting reasonably, an appropriate match with TMAC's corporate values and vision (where described on TMAC's website) and commitment to safety.

17. SAFETY IN CAMP

TMAC will prohibit the possession and discharge of firearms in its camps by its Representatives, the Contractors and its Representatives within 1.6 kms of the Hope Bay Belt Project sites, or as otherwise required by any of its operational approvals. TMAC shall have in place a policy of no firearms at the Hope Bay Belt Project with exception of firearms kept by TMAC for security purposes. Upon arrival, visiting Inuit shall be required to check their firearms in with the on-site Security Officer for the duration of their stay.

18. TIMING

The commitments described in this Schedule do not apply during periods of Belt Wide Care and Maintenance.

SCHEDULE "F"

BUSINESS AND CONTRACTING OPPORTUNITIES

ARTICLE 1 INTENT

1.1 Intent of Parties. TMAC and KIA recognize that exploration and development of the Hope Bay Belt can provide valuable opportunities for expanding and/or enhancing the business community in the Kitikmeot Region, Inuit entrepreneurship, and employment of Inuit, and can add value to the economy in the Kitikmeot Region. TMAC and KIA also acknowledge the business needs of TMAC, including the importance of competitive pricing, quality of work and achieving project schedule to overall success on the Hope Bay Belt. TMAC will work with KIA to promote and maximize opportunities for the employment of Inuit and the engagement of Kitikmeot Qualified Businesses in the development and operation of the Hope Bay Belt Project (the "**Kitikmeot Business Engagement Objective**").

ARTICLE 2 KIA BUSINESS REGISTRY

2.1 Kitikmeot Qualified Business Registry. KIA will establish a business registry ("**Kitikmeot Qualified Business Registry**") which will list Kitikmeot businesses that KIA has determined qualify to be on the Kitikmeot Qualified Business Registry (each a "**Kitikmeot Qualified Business**" and collectively, the "**Kitikmeot Qualified Businesses**"). KIA shall make the determination of which Kitikmeot businesses are listed on the Kitikmeot Qualified Business Registry based in part on the Inuit Content Components in Appendix B, and such other factors as KIA may determine are consistent with the Kitikmeot Business Engagement Objective. TMAC will be provided with access to the Kitikmeot Qualified Business Registry to allow it to fulfill its obligations under this Schedule F.

Within thirty (30) days of the Effective Date KIA will have established an initial Kitikmeot Qualified Business Registry which will be based on information currently available to KIA ("**Initial Kitikmeot Qualified Business Registry**"). KIA, within a reasonable time period after the establishment of the Initial Kitikmeot Qualified Business Registry, will update the Initial Kitikmeot Qualified Business Registry in accordance with the terms of this Schedule.

The Kitikmeot Qualified Business Registry will include to the greatest extent possible, high level information about each Kitikmeot Qualified Business including: (a) the name for each Kitikmeot Business; (b) a brief description of the basis for inclusion on the Kitikmeot Qualified Business Registry; (c) a description of the goods and/or services which each business is capable of providing; (d) relevant experience if any; (e) bondability where applicable to the services being provided; and (f) current contact information. TMAC acknowledges that bondability is not a criteria that would exclude a Kitikmeot Qualified Business from working on the Hope Bay Belt Project unless bondability is a specific requirement of that contract opportunity.

The IIBA Implementation Manager (the "**Manager**") will update the Kitikmeot Qualified Business Registry at least annually and will consider inclusion of any business put forward

by TMAC that meets KIA's qualification assessment for inclusion on the Kitikmeot Qualified Business Registry at that time. Updates to the Kitikmeot Qualified Business Registry shall also include consideration of whether a Kitikmeot Qualified Business should continue to appear on the Kitikmeot Qualified Business Registry based on any new information provided to, or obtained by, KIA about such business.

ARTICLE 3 CONTRACT CLASSIFICATION

3.1 Classification of Contracts. Contracts issued by TMAC for goods and services for the Hope Bay Belt Project ("Goods and Services") will be classified as follows:

- (a) **Kitikmeot Qualified Business Contracts.** "Kitikmeot Qualified Business Contracts" are contracts with TMAC for Goods and Services which, subject to the terms and conditions of this Schedule, are only open to bids from Kitikmeot Qualified Businesses. Kitikmeot Qualified Business Contracts will be limited to those contracts for Goods and Services which fall under a contracting category identified in **Appendix A**. TMAC will confirm in writing all contracts in effect as of the Effective Date which fall within Appendix A to this Schedule.
- (b) **Open Contracts.** "Open Contracts" are contracts with TMAC for Goods and Services which are not included in a contracting category identified in Appendix A or Goods and Services which are included in a contracting category identified in Appendix A but no Kitikmeot Qualified Business provides such Goods or Services. Open Contracts are: (i) open to appropriate contracting processes as determined by TMAC from time to time; and (ii) not limited to bids from Kitikmeot Qualified Businesses.

3.2 Ongoing Review of Appendix A Contracting Opportunities. On an ongoing basis TMAC and KIA, having consideration for the promotion of the Kitikmeot Engagement Business Objectives will consider whether other goods or services are suitable for inclusion on **Appendix A**, and where they mutually agree will update Appendix A accordingly.

ARTICLE 4 CONTRACTING

4.1 TMAC Contracting Process. Subject to the terms of this Schedule, TMAC will use such contracting processes as it deems appropriate to the specific contracting opportunity for Goods and Services being sought at that time.

4.2 Contracting Process for Kitikmeot Qualified Business Contracts. The parties agree that the following contracting process will apply and be used for **Appendix A** contracting opportunities:

- (a) **Notice of Kitikmeot Qualified Business Contracts.**
 - i) For each Kitikmeot Qualified Business Contract opportunity, TMAC will prepare and provide notice to all Kitikmeot Qualified Businesses listed in the Kitikmeot Qualified Business Registry as being capable of providing the relevant goods and/or services.

- ii) TMAC shall post a notice of an upcoming Kitikmeot Qualified Business Contract for one week in a local newspaper. TMAC will notify KIA which newspaper will be used for this purpose.
 - iii) TMAC shall provide KIA with the names of each Kitikmeot Qualified Business which TMAC has delivered a notice of contract opportunity to, as well as details of the scope of work and other relevant information for such contract opportunity, as part of the regular contract reporting to the Implementation Committee. TMAC shall also advise KIA in writing of any Kitikmeot Qualified Businesses which do not respond to a notice of contract opportunity within the required time period for response.
- (b) **Negotiation of Kitikmeot Qualified Business Contracts.** In the event that one or more Kitikmeot Qualified Businesses express interest in negotiating a contract with TMAC in response to the notices sent pursuant to paragraph (a) for a Kitikmeot Qualified Business Contract opportunity, TMAC may either (i) select one or more of such businesses for the purpose of direct negotiations of such contract, which negotiations may include an "open book" process with respect to the pricing to be charged under such contract; or (ii) undertake a competitive bid process amongst such Kitikmeot Qualified Businesses.
- (c) **Failure to Finalize Kitikmeot Qualified Business Contract.** In all cases, it is agreed that if: (i) the required timelines, reasonable pricing, and other terms and conditions cannot be agreed upon between a Kitikmeot Qualified Business and TMAC after they have entered into negotiations for a Kitikmeot Qualified Business Contract Opportunity; or (ii) no Kitikmeot Qualified Businesses respond to the notice of a Kitikmeot Qualified Business Contract Opportunity by the reply date; or (iii) no Kitikmeot Qualified Businesses listed on the Kitikmeot Qualified Business Registry provide the goods and/or services required under the contract, TMAC may proceed to contract for such opportunity using the Open Contract process. TMAC agrees that where negotiations with a Kitikmeot Qualified Business have failed, the criteria applied in respect of negotiations with a subsequent party (other than the requirement that the contractor be a Kitikmeot Qualified Business) shall be materially the same as those used in negotiations with the Kitikmeot Qualified Business.
- (d) **Concurrent Contracting Process for Time Sensitive Contracts.**
 - i) The parties acknowledge that certain Kitikmeot Qualified Business Contract opportunities for the Hope Bay Belt Project will be of a time sensitive nature, and failure to enter into such contracts within a reasonable time could result in delays which would have a significant negative impact on the Hope Bay Belt Project ("**Time Sensitive Contracts**").
 - ii) In the event that TMAC determines, acting reasonably, that there is a strong likelihood that successful negotiation of a Time Sensitive

Contract with a Kitikmeot Qualified Business will not be completed, or the completion of successful contract negotiations will not meet TMAC's deadlines, and such failure would: (a) endanger the timing requirements for the supply of such goods and/or services to the Hope Bay Belt Project; and (b) such delay would cause a material harm to the Hope Bay Project, TMAC shall provide notice to the Manager that it intends to concurrently with its negotiation of the Time Sensitive Contract with the Kitikmeot Qualified Business begin a separate Open Contract process for the Time Sensitive Contract ("**Concurrent Contract Process**"). The terms of negotiation with a non-Kitikmeot Qualified Business under the Concurrent Contract Process will be substantially the same as those applied to the negotiation with the applicable Kitikmeot Qualified Business. However, TMAC will apply a pricing discount of 2% to bids submitted by Kitikmeot Qualified Businesses. After the awarding of the Time Sensitive Contract, TMAC will communicate with any Kitikmeot Qualified Business that was not a successful bidder to advise such business that, if requested, TMAC will be available for a debriefing session to provide feedback regarding its proposal that may assist the Kitikmeot Qualified Business in the preparation of future contract proposals.

- iii) The notice to the Manager set out above shall provide full details of the reasons that TMAC has for classifying the Kitikmeot Qualified Business Contract opportunity as a Time Sensitive Contract and the specific timing concerns arising from the negotiations that lead TMAC to begin an Concurrent Contract Process.
- iv) For greater certainty only, in the event that TMAC decides to terminate its negotiations with the Kitikmeot Qualified Business for the Time Sensitive Contract it shall have the right to enter into an Open Contract for the Time Sensitive Contract.
- (e) **TMAC Collaboration with Kitikmeot Qualified Businesses.** TMAC will conduct its negotiation for Kitikmeot Qualified Business Contract opportunities with each Kitikmeot Qualified Business in a collaborative manner with the objective of negotiating fair and commercially reasonable prices.
- (f) **Contract Assumptions.** While TMAC will not be required to share details of what amount has been budgeted for the applicable Kitikmeot Qualified Business Contract, it shall share assumptions adequate for the Kitikmeot Qualified Business to accurately understand the scope of the work to be carried out under such contract.
- (g) **Notification.** After negotiations with a Kitikmeot Qualified Business have taken place as set out in this Section, TMAC will communicate its decision whether or not to award the applicable contract to the Kitikmeot Qualified Business and, if requested, will meet with the Kitikmeot Qualified Business for a debriefing session to provide feedback to an

unsuccessful Kitikmeot Qualified Business regarding its proposal or the negotiations that may assist the Kitikmeot Qualified Business in the preparation of future contract proposals or engagement in future negotiations.

4.3 Business Development Fund. Where TMAC receives bids from one or more Kitikmeot Qualified Businesses for a Kitikmeot Qualified Business Contract opportunity and is unable to successfully negotiate a Kitikmeot Qualified Business Contract with a Kitikmeot Qualified Business, TMAC shall make a payment (the "**Business Development Fund Payment**") in an amount calculated in accordance with Section 4.4 (the "**Business Development Fund**"). The vehicle and management of the Business Development Fund shall be determined by the Implementation Committee prior to the end of the calendar year of the Effective Date, with the intent to invest in building the capacity for Inuit business development in the Kitikmeot. Payments to the Business Development Fund will be distributed once a year, for all payments required in respect of the immediately preceding calendar year. Notwithstanding the foregoing TMAC will not have an obligation to make a Business Development Fund Payment where the Implementation Committee determines that the failure to finalize a Kitikmeot Qualified Business Contract with a Kitikmeot Qualified Business results from:

- (a) a material deficiency determined during negotiations that the safety record and/or environmental record of the Kitikmeot Qualified Business which could be reasonably expected to endanger the safety and/or environment at the Hope Bay Belt Project;
- (b) a reasonable determination by TMAC during negotiations that the Kitikmeot Qualified Business lacks the required qualifications, expertise or capacity to provide the goods and/or services being contracted for within the time period(s) required; or
- (c) a determination by TMAC during negotiations that the pricing proposed by the Kitikmeot Qualified Business for the goods/service to be supplied under the Kitikmeot Qualified Business Contract is materially higher than prices (based on local pricing in the Kitikmeot) which TMAC is able to obtain under the Open Contract process for such goods/services.

TMAC shall provide the Implementation Committee with sufficient details of the contracting opportunity, and the factors listed above which it relies on for non-payment of the Business Development Fund Payment, so as to allow the Implementation Committee to make a determination of whether the Business Development Fund Payment should be payable by TMAC. TMAC shall ensure that any terms and conditions for confidentiality which it may have with a Kitikmeot Qualified Business during negotiations will allow for the distribution of relevant confidential information to the Implementation Committee to allow it to carry out its duties under this Section. TMAC acknowledges and agrees that the Implementation Committee may be required to meet with the applicable Kitikmeot Qualified Business and outside experts to make its determination. Payment of the Business Development Fund Payment shall be made by TMAC within thirty (30) days of the later of: (a) TMAC's receipt of the Evaluation Report; and (b) where applicable, a decision of the Implementation Committee about whether such payment is payable.

4.4 Calculation of Donation. The Business Development Fund Payment shall be calculated as follows:

- (a) Where a notice of a Kitikmeot Qualified Business Contract has been issued and there is only one (1) Kitikmeot Qualified Business that submitted a bid and was capable of performing the contract and not disqualified pursuant to Section 3.3(a), (b) or (c), the Business Development Fund Payment shall be equal to seven percent (7%) of the contract value of the applicable Kitikmeot Qualified Business Contract.
- (b) Where notice of a Kitikmeot Qualified Business Contract has been issued and there are two (2) Kitikmeot Qualified Businesses that submitted a bid and both are capable of performing the contract and not disqualified pursuant to Sections 3.3(a), (b) or (c), the Business Development Fund Payment shall be equal to ten percent (10%) of the contract value of the applicable Kitikmeot Qualified Business Contract. If only one such business was capable of performing the contract and not so disqualified, the required payment shall be as set out in paragraph (a) above.
- (c) Where notice of a Kitikmeot Qualified Business Contract has been issued and there are more than two (2) Kitikmeot Qualified Businesses that submitted a bid and more than two (2) are capable of performing the contract and not disqualified pursuant to Sections 3.3(a), (b) or (c), the Business Development Fund Payment shall be equal to fourteen percent (14%) of the contract value of the applicable Kitikmeot Qualified Business Contract. If only one or two of such businesses were capable of performing the contract and not so disqualified, the required payment shall be as set out in paragraph (a) or (b) above, as applicable.
- (d) Where TMAC uses the Concurrent Contract Process an additional two percent (2%) shall be added to the percentages set out above.

For the purpose of determining the Business Development Fund Payment the value of the Kitikmeot Qualified Business Contract shall be the genuine estimate of the value of the contract actually awarded to the successful contractor, exclusive of taxes, and including all payments to be made, or potentially to be made, under the contract and for the whole of the predicted contract period including any proposed extensions or options to extend the term of the contract. TMAC shall provide KIA with such information as may reasonably be required to allow KIA to confirm the contract value under this section. KIA acknowledges the commercial sensitivity regarding the disclosure of contract pricing information and agrees to keep such information strictly confidential.

ARTICLE 5 OPEN CONTRACTS

5.1 Inuit Factors for Awarding Open Contracts. When considering issuing tenders or requests for proposals for competitively bid Open Contracts, TMAC will include the following as significant factors in its evaluation of bids:

- (a) Whether the bidder and/or any of its identified subcontractors or suppliers appear on the Kitikmeot Qualified Business Registry or are Inuit-owned businesses as determined by the Nunavut Tunngavik Inc.;
- (b) The number of Inuit the bidder is committing to hire and that the bidder expects that the bidder's identified subcontractors will hire; and
- (c) Any programs that the bidder and any of its identified subcontractors will have in place in order to address training or mentoring initiatives for Inuit; and
- (d) Any of the factors listed under Appendix B.

(collectively, the "**Inuit Factors**" and each an "**Inuit Factor**").

TMAC shall report details of assessed Inuit Factors under the Open Contract process to the Implementation Committee to assist them in their preparation of Evaluation Reports under **Schedule A** to the Agreement

5.2 Awarding of Open Contracts. The decision to award a competitively bid Open Contract will be based on the overall commercial and technical merits of any submitted bids as well as TMAC's evaluation of the Inuit Factors applied to the bidder. In making such evaluations, TMAC will apply a pricing discount of 2% to bids submitted by Kitikmeot Qualified Businesses and Inuit-owned businesses as determined by the NTL. After the awarding of a competitively bid Open Contract, TMAC will communicate with any Kitikmeot Qualified Business or Inuit-owned business that was not a successful bidder to advise such business that, if requested, TMAC will be available for a debriefing session to provide feedback regarding its proposal that may assist such business(es) in the preparation of future contract proposals.

ARTICLE 6 CONTRACTORS

6.1 TMAC Contractors. TMAC acknowledges that contracting opportunities with respect to the Hope Bay Project may be awarded directly by TMAC, or indirectly by its contractors (or their subcontractors) (collectively "**Contractors**"). TMAC shall ensure that Contractors have regard to Section 4.2 of this **Schedule F**. TMAC shall also take commercially reasonable, good faith steps to ensure that TMAC's contracting strategy, including its use of Contractors does not negatively impact the Inuit Training and Inuit Employment Targets set out in **Schedule "A"** or the Kitikmeot Business Objective.

6.2 Unbundling Projects. TMAC shall ensure that the contracting opportunities set out in **Appendix A** to this Schedule are not included or subsumed as part of larger contracting opportunities in a manner that would hinder the ability of Kitikmeot Qualified Businesses to bid for Kitikmeot Qualified Businesses Contracts. As well TMAC agrees that when considering any potential opportunities for Kitikmeot Qualified Businesses to supply goods and services to the Hope Bay Belt, TMAC will work with the Manager to consider the possibility of splitting or paring down contract requirements or identifying specific subcontracting scopes and opportunities on a reasonable and practical basis, to

provide greater opportunities for a Kitikmeot Qualified Business to contract for goods and services with TMAC and its Contractors for the Hope Bay Belt Project.

6.3 TMAC's Relationship with Contractors. The parties acknowledge and agree that the relationship between TMAC and any person(s) with whom it contracts, including any Kitikmeot Business, will be governed solely by the contractual arrangements agreed between TMAC and such person, and not by the terms of this Agreement, and that any issue or dispute arising out of or with respect to such contract or such relationship, including the termination of any such contract or relationship, will be outside the scope of this Agreement and subject to the dispute resolution provisions, if any, of the applicable contract.

6.4 Current Contracts. The parties acknowledge and agree that any contracts related to the Hope Bay Belt Project that have been awarded by TMAC, or competitive bid processes that have been issued, prior to the Effective Date are not subject to the commitments in this Schedule to the extent that they have been disclosed to KIA prior to the Effective Date; provided that the work scopes which are the subject of such contracts will become subject to this Schedule at such time as such contracts have expired or been terminated.

6.5 Additional Matters. The parties agree as follows:

- (a) TMAC and its Contractors will have no obligation to contract with a Kitikmeot Business which lacks the capacity to deliver the construction, goods, or services required under the applicable contract in a timely, efficient, safe, environmentally responsible and competitive manner and to assure the quality of the construction, goods or services meet TMAC's standards.
- (a) TMAC shall make reasonable efforts to assist Kitikmeot Qualified Businesses who wish to participate in any contracting bid processes utilized by TMAC, to understand the bid process. This shall be done outside any specific bid process. TMAC shall detail any efforts made under this subsection and provide such details to the Implementation Committee to assist them in their preparation of Evaluation Reports under Schedule A to this Agreement.
- (b) TMAC shall encourage Contractors to include Inuit Content Components in their bids. KIA recognizes that, except as may otherwise contemplated in this Agreement, no preferential treatment or assistance with bid documents or other information shall be given to any potential supplier during any bid process that would give it an unfair advantage or any information that has not been made available to all potential suppliers.
- (c) TMAC will require Contractors to report quarterly information which is sufficient for the Implementation Manager, the Implementation Committee and TMAC to assess the implementation of Inuit Content Components and Inuit employment targets.

ARTICLE 7 REPORTING

7.1 Reporting to Implementation Committee. The Implementation Committee will, pursuant to **Schedule A** of this Agreement, monitor compliance with this Schedule. TMAC will report data to the Implementation Committee on: (a) meeting the Kitikmeot Business Engagement Objectives (including details on the awarding of contracts to Kitikmeot Businesses); (b) the extent to which contracts include the Inuit Content Components; and (c) implementation of plans to meet Inuit Employment Targets, to the Implementation Committee on a confidential basis. The awarding of new contracts shall be reported and reviewed at least quarterly, and all other reporting and reviews shall be conducted at least annually, by the Implementation Committee and the Implementation Committee may make recommendations to the parties on ways to increase participation of Kitikmeot Qualified Businesses in the Hope Bay Belt Project. These procedures will be reviewed by the Parties upon receipt of such recommendations, with a view to implementing the recommendations.

7.2 Report on Unsuccessful Kitikmeot Businesses. In any case where a Kitikmeot Business competes for any contract and is not selected based on capability, TMAC (or the Contractors where applicable) shall disclose to the Implementation Committee its reasons for choosing the successful bidder instead of that Kitikmeot Business. Any unsuccessful Kitikmeot Business may provide information to KIA which may bring the matter to the Implementation Committee to consider in its annual Evaluation Report. The parties recognize that information sharing should be conducted in a manner that is in compliance with Applicable Laws.

ARTICLE 8 BID PREPARATION TRAINING

8.1 Training. TMAC will work with KIA and appropriate agencies to establish training programs for Inuit in the area of bid preparation, business management and entrepreneurship to facilitate greater participation by Kitikmeot Qualified Businesses in Hope Bay Belt Project contracting opportunities.

ARTICLE 9 PROVISION OF BUSINESS OPPORTUNITY INFORMATION

9.1 Provision of Community Information. TMAC will provide relevant information about Kitikmeot Communities to all potential contractors and will encourage them to enhance Inuit Content and Inuit employment in the Hope Bay Belt Project.

9.2 Small Business. TMAC and KIA are each interested in finding ways to assist Inuit and Inuit small business, who provide relevant goods or services, to benefit from the Hope Bay Belt Project. TMAC and KIA will work together to identify, develop and incentivise opportunities for Inuit and Inuit small business in the Kitikmeot Region that would not typically be able to benefit from the opportunities identified in this **Schedule F**.

9.3 Annual Contracting Forecast. During the term of the IIBA, TMAC shall, no later than thirty (30) days prior to the end of each calendar year, provide KIA with an annual report detailing the types and nature of expected contract opportunities and expected cost drivers for the Hope Bay Belt for the upcoming calendar year (the "Annual Contracting Forecast"). TMAC upon becoming aware of any changes to the Annual Contracting

Forecast shall promptly notify and provide the Implementation Manager with an updated Annual Contracting Forecast. In each case, the list of anticipated contracts will outline the nature of the work and, if then known, the duration of the work. Notwithstanding TMAC's reporting obligation provided for in this subsection, the parties acknowledge that:

- (a) business and contracting opportunities may arise on an unanticipated basis and that TMAC may not always be able to provide KIA with an updated Annual Contracting Forecast prior to engaging a contractor to provide goods and/or services;
- (d) any advance notice of business and contracting opportunities provided for in an Annual Contracting Forecast will only reflect TMAC's anticipated needs, and provision of such notice does not guarantee that any particular business or contracting opportunity will ultimately be available or that competitive bids in connection with other business or contracting opportunities will not be issued; and
- (e) the provision of information in the Annual Contracting Forecasting will be subject to Applicable Laws.

ARTICLE 10 REVIEW OF SCHEDULE F

10.1 Review. This Schedule shall be subject to review by the parties to ensure that the implementation of its terms and conditions adequately address the Kitikmeot Business Engagement Objective. The first review of this Schedule will take place no later than thirty (30) months after the Effective Date and thereafter no later than thirty (30) months after the completion of the last review. The parties will consider and amend this Schedule, where appropriate, to meet the Kitikmeot Business Engagement Objective or to assist in the implementation of this Schedule.

APPENDIX A

KITIKMEOT QUALIFIED BUSINESS CONTRACT OPPORTUNITIES

The following chart sets out the categories of contracts anticipated to be required for the development and operation of the Hope Bay Belt Project and which subject to Schedule F will only be open to bids from Kitikmeot Qualified Business.

Item #	Contract Category	Contract Classification
1	Air Regional and Site Specific Services (All types)	Kitikmeot Qualified Business Contract
2	Expediting	Kitikmeot Qualified Business Contract
3	Freight Shipping (All types)	Kitikmeot Qualified Business Contract
4	Infrastructure Planning, Financing, and related Advisory – other than Engineering, procurement and construction management services	Kitikmeot Qualified Business Contract
5	Catering and Housekeeping	Kitikmeot Qualified Business Contract
6	Drilling – Surface and Subsurface	Kitikmeot Qualified Business Contract
7	Blasting Services	Kitikmeot Qualified Business Contract
8	Earthworks and Earthworks Construction	Kitikmeot Qualified Business Contract
9	Surface Mining	Kitikmeot Qualified Business Contract
10	Underground Mining	Kitikmeot Qualified Business Contract
11	Environment Services	Kitikmeot Qualified Business Contract
12	Tire Services – but not including supply of tires.	Kitikmeot Qualified Business Contract

14	Medical/First Aid	Kitikmeot Qualified Business Contract
15	Translation and Cultural Services	Kitikmeot Qualified Business Contract
16	Heavy Equipment Maintenance	Kitikmeot Qualified Business Contract

All other contract categories will be Open Contracts, provided such categories will be reviewed by the Implementation Committee every 30 months and decided if other contract categories should be uniquely identified and added to this list as a Kitikmeot Qualified Business Contract category.

Heavy Equipment supply will be subject to competitive bid under the Open Contract process.

SCHEDULE "G"

ACCESS TO FACILITIES AND ROADS

The Parties recognize that the Hope Bay Belt Project is on Inuit Owned Lands ("IOL") and the Parties recognise that KIA wishes to control and manage access to IOL.

Inuit Beneficiaries' Access to Lands

The Parties recognise that Inuit beneficiaries have free and unimpeded access to KIA IOL outside of the lands covered by a TMAC Advanced Exploration Agreement or Commercial Lease.

The Parties recognise that Inuit beneficiaries may have access to KIA IOL covered by a TMAC Advanced Exploration Agreement or Commercial Lease under terms and conditions reasonably required to ensure safety and unhindered site Operations.

Third Parties' Access to Lands

TMAC will permit third parties to use Hope Bay Belt Area transportation infrastructure to access KIA IOL outside of the Lands covered by a TMAC Advanced Exploration Agreement or Commercial Lease, under terms and conditions reasonably required to ensure safety and unhindered site Operations and commercially reasonable user pay fees at TMAC's discretion.

Resolution of Conflicts

Conflicts regarding the use of Hope Bay Belt Area infrastructure will be discussed by the Parties and may be raised with the Implementation Committee for resolution or referred to **Article 9** for dispute resolution.

SCHEDULE "H"

RIGHT OF FIRST REFUSAL

Unless otherwise agreed with any third party providing financial or similar support to the Hope Bay Belt Project, TMAC will provide KIA or any organisation designated by KIA with the first opportunity to negotiate the purchase of any equipment, buildings or materials considered by TMAC to be surplus to its requirements at any time during or after Operations. If no agreement is reached between TMAC and the KIA and TMAC negotiates a price for the equipment, buildings or materials with another party, then TMAC shall offer the KIA the opportunity to purchase these items at that negotiated price.

SCHEDULE "I"

INUIT ENVIRONMENTAL ADVISORY COMMITTEE

TERMS OF REFERENCE

1. INTENT

TMAC is required under Commercial Leases to establish an Inuit Environmental Advisory Committee. The Inuit Environmental Advisory Committee will also have a function under this Agreement.

The purpose of the Inuit Environmental Advisory Committee will be to receive and consider project information that relates to the environment and wildlife, to provide advice to TMAC and KIA about potential environmental or wildlife impacts or concerns, to hear and attempt to resolve concerns from community members related to environmental and wildlife aspects of the Hope Bay Belt Project.

The Parties acknowledge that TMAC has a traditional knowledge licence with KIA, and that while the IEA Committee may further facilitate the exchange of traditional knowledge between the Parties, the IEA Committee is not intended to be the definitive provider of traditional knowledge to the Parties.

2. IEA COMMITTEE

Within 120 days of the execution of the Commercial Lease, TMAC will establish an IEA Committee. The IEA Committee may develop policies and more detailed terms of reference as required.

3. MEMBERSHIP OF IEA COMMITTEE

The Implementation Committee will appoint seven (7) Kitikmeot Inuit with knowledge of the Hope Bay Belt Area to be members of the IEA Committee. IEA Committee members will have knowledge about wildlife, fisheries, traditional land use, archaeology or water of the Hope Bay Belt Area. TMAC may suggest candidates for the IEA Committee to KIA.

A KIA staff person with responsibility for land, environment and resources will be an ex officio member of the IEA Committee.

The IEA Committee may be supported by KIA staff or appoint additional persons as advisors as required from time to time.

IEA Committee members will serve for a three (3) year term, and may be reappointed for subsequent terms. Appointments will be staggered to ensure that there is continuity of some members at all times. IEA Committee members not acting in accordance with these Terms of Reference may be relieved of membership by KIA.

4. CONDUCT OF IEA COMMITTEE MEMBERS

IEA Committee members will be required to attend, and actively participate in IEA Committee meetings. A member who fails to attend three successive meetings of the IEA Committee shall be relieved of membership on the IEA Committee. A member may resign from the IEA Committee by submitting written notice to the KIA or TMAC.

5. ROLE OF THE COMMITTEE

The IEA Committee will:

- (a) provide advice to TMAC staff and KIA on potential impacts of the Operations on the environment, wildlife, fisheries, traditional knowledge, traditional land use, and archaeology
- (b) provide advice to TMAC and KIA on mitigation of potential impacts on the environment, wildlife, fisheries, traditional knowledge, traditional land use, and archaeology.

6. COMMITTEE RECOMMENDATIONS

All recommendations of the IEA Committee shall be made by consensus of the members.

7. MEETINGS OF THE COMMITTEE

The IEA Committee will hold an inaugural meeting of the IEA Committee within 1 month of the establishment of the IEA Committee and thereafter hold at least two (2) in-person meetings per year. The IEA Committee may meet more frequently as mutually agreed between KIA and TMAC.

The IEA Committee and its meetings will be governed by this Schedule.

8. LOCATION OF THE COMMITTEE MEETINGS

The location of the meetings will be in the Kitikmeot Region or at the Hope Bay Belt Projects.

9. CHAIR OF THE COMMITTEE

TMAC senior staff with environment or community responsibilities will chair the IEA Committee.

The chair will be responsible for convening meetings of the Implementation Committee and for setting the agenda for the meetings.

10. COSTS

TMAC will pay all reasonable costs of all IEA Committee meetings and preparation/production/distribution of materials. Reasonable costs shall be limited to an honoraria at standard KIA rates for members who are not employed by KIA or by TMAC,

out-of-pocket travel costs of each member to the location of the meeting from the community from which such member resides, costs of consultants, provision of meeting space, refreshments, production, translation, distribution of meeting materials and other costs deemed appropriate by TMAC. For greater certainty, these costs are not included in the annual payments by TMAC under the Framework Agreement except for the salary of the ex officio KIA staff member or their designate.

11. COMMUNICATIONS

TMAC will provide KIA a record of the agenda, minutes, reports, presentation materials and follow-up items. TMAC will maintain this information in its Kitikmeot Region Office. The KIA Hope Bay Officer will maintain this information on behalf of KIA.

IEA Committee members will direct all news and media inquiries to TMAC and KIA. Any communication to the media will be made by joint TMAC/KIA press release or jointly agreed statements.

If mutually agreed to by KIA and TMAC, the IEA Committee may issue a newsletter or other communications.

12. SITE VISITS

TMAC will hold at least one site visit annually at the Hope Bay Belt Project for the IEA Committee. Members of the IEA Committee will be permitted to visit any of the Hope Bay Belt Project sites upon reasonable notice to TMAC and when not prohibitive by the nature of site operations.

SCHEDULE "J" IMPLEMENTATION PLAN

KIA-TMAC IMPLEMENTATION PLAN [updated March 29, 2015]

This is a "living document" to be updated and amended during the term of this Agreement.

This chart sets out the actions and timeframes for actions identified in the IIBA. This chart does not include all of the obligations in the IIBA, and should not be interpreted to revise the IIBA, nor create any new obligations. Should there be a conflict between the language of this chart and the text of the Agreement, the Agreement prevails.

Effective Date is March 30, 2015

Key to colours:

Deadline / Timeframe	Employment/Education/Training	Business
Financial	Environmental	Implementation

	Action	Responsibility	IIBA Articles	Status
March 30, 2015				
1	Confirm in writing all contracts in effect at Effective Date which fall within Appendix A of Schedule F	TMAC	Sched F art. 3.1 a)	
2	As soon as practicable, establish and maintain a Kitikmeot Region Office	TMAC	Sched B art. 4	

	Action	Responsibility	IIBA Articles	Status
By April 30, 2015				
3	Establish Initial Kitikmeot Qualified Business Registry	KIA	Sched F art. 2.1	
4	Determine the vehicle and management of the Business Development Fund	IC	Sched F art. 4.3	
By April 30, 2015 or other date agreed in writing				
5	Establish Implementation Committee (IC)	TMAC and KIA	Sched. A art. 2	
6	Each of KIA and TMAC appoint 2 members (total of 4) to the IC	TMAC and KIA	Sched. A art. 2,3	
By May 30, 2015, or within one month of establishment of IC				
7	Hold inaugural IC meeting	IC	Sched A art. 7	
By June 30, 2015				
8	Appoint TMAC Liaison and notify KIA of the name and contact information within 7 days of appointment	TMAC	Sched B art. 1,2	
9	Appoint IIBA Implementation Manager and notify TMAC of the name and contact information within 7 days of appointment	KIA	Sched C art.1,2	
By July 30, 2015				
10	Establish an Inuit Environmental Advisory Committee	TMAC	Sched I art. 2	

	Action	Responsibility	IIBA Articles	Status
11	IC to appoint 7 Kitikmeot Inuit to the IEA Committee (IEAC)	IC	Sched I art. 3	
By August 30, 2015				
12	Hold inaugural IEAC meeting	IEAC/TMAC	Sched I art. 7	
Quarterly (4 times annually)				
13	Hold regular IC meetings	IC	Sched A art.7	
Twice Annually				
14	Hold regular IEAC in- person meetings	IEAC/TMAC	Sched I art 7	
Annually				
15	Set Inuit Training Targets, Inuit Employment Targets	IC	Sched. A art. 4 b) c)	
16	If requested by TMAC, within 6 months after Inuit Employment target is set, consider requests to adjust Inuit Employment Target	IC	Sched A art. 4(d)	
17	Update the Initial Kitikmeot Qualified Business Registry	KIA /IIBA Implementation Manager	Sched F art. 2.1 paras 2, 4	
18	Set Inuit Procurement Targets	IC	Sched. A art. 4 c)	
19	By March 31, prepare an Evaluation Report assessing whether	IC	Sched A art. 4m)	

	Action	Responsibility	IIBA Articles	Status
	targets and obligations have been met for the prior year			
20	Presidents of TMAC and KIA to meet to discuss implementation and collaboration	TMAC and KIA	Sched A art. 12 a)	
21	Distribute payments as may be required by the IC in the Evaluation Report to Business Development Fund	TMAC	Sched F art. 4.3, 4.4	
22	Review Evaluation Report and adjust strategy to meet Inuit Training Targets	TMAC	Sched D art.2 d)	
23	Review recruitment policies and adjust them as needed to meet Inuit Employment Targets and maximise Inuit employment	TMAC	Sched E art. 4(b)	
24	Provide the IC with an annual projection of employment needs	TMAC	Sched E art. 8 a)	
25	By November 30 th provide KIA with an annual report of contract opportunities (Annual Contracting Forecast)	TMAC	Sched F art. 9.3	
26	Host at least one community information and career awareness sessions in each Kitikmeot communities	TMAC	Sched D art. 2 f)	
27	Hold one site visit for IC at each of the Hope Bay Sites	TMAC	Sched A art. 13	
28	Hold one site visit for the IEA Committee	TMAC	Sched I art. 12	
On-going				
29	Provide secretariat services to IC including distribution of	TMAC Liaison, IIBA	Sched B art. 3b)ii)	

	Action	Responsibility	IIBA Articles	Status
	minutes, setting meeting agendas and setting up meetings	Implementation Manager	Sched C art. 4a)ii)	
30	Gather and provide data to IC to support the Evaluation Report	TMAC Liaison,	Sched B art. 4a)i)	
31	Monitor, review and track data to support the Evaluation Report	IIBA Implementation Manager	Sched C art. 4a) i)	
32	Discharge enumerated duties and responsibilities	TMAC Liaison, IIBA Implementation Manager	Sched B art. 4 b) Sched C art. 4 b), 5,6	
33	Create, maintain and update a list of relevant education and training opportunities for Inuit	IC	Sched A art. 4 j)	
34	Include measures to meet Inuit Training Targets in HR Strategy and other education and training commitments	TMAC	Sched D art. 2 a)-f) Sched F art. 8.1	
35	Provide Inuit employment data to the IC sufficient for IC to complete the Evaluation Report	TMAC	Sched E Sec.6 c)	
36	Provide contracting data to the IC to assist in its completion of the Evaluation Report	TMAC	Sched F art.5.1,7.1, 7.2	

	Action	Responsibility	IIBA Articles	Status
37	Upon 30 days of receipt of invoice, pay costs of the IC. These costs are not included in the Annual Payment under the Framework Agreement	TMAC	Sched A art. 11	
38	Encourage government agencies to provide training, identify training opportunities to Kitikmeot Communities	TMAC and KIA	Sched D. art. 3	
39	Update Annual Contracting Forecast	TMAC	Sched F art. 9.3	
40	Review and update Appendix A Contracting Opportunities	TMAC and KIA	Sched F art. 3.2	
41	Provide notice of each Kitikmeot Qualified Business Contract opportunity to Kitikmeot Qualified Businesses	TMAC	Sched F art. 4.2	
42	Provide information about Kitikmeot communities and encourage contractors to enhance Inuit content	TMAC	Sched F art. 9.1	
43	Incentivise and develop opportunities for Inuit small businesses in Kitikmeot Region	TMAC and KIA	Sched F art. 9.2	
No later than September 30 2017, and every 30 months thereafter				
44	Review Schedule F and amend where appropriate	TMAC and KIA	Sched F art. 10.1	
45	Review Open Contracts to determine if other contracts should be Preferred Contracts	IC	Sched F Appendix A	
No later than May 30 2020, and every 5 years thereafter				

	Action	Responsibility	IIBA Articles	Status
46	Review implementation of the Agreement and amend Agreement (including schedules) as appropriate	TMAC and KIA	Art. 6.1	
Commercial Production				
47	Establish a Training and Education Fund	KIA/TMAC	Sched E art.7 (a)	
48	Make a contribution into the Education and Training Fund of \$15,000.	TMAC	Sched E art. 7(b)	
49	By September 15 determine and request an amount of up to \$100,000 to be donated by TMAC to the Training and Education Fund for the following year	IC	Sched E art. 7 (b)	
50	Sponsor competition and achievement awards at junior high and high schools in Kitikmeot Region	TMAC	Sched D art. 2 g)	
Yearly after Commercial Production				
51	January make contribution into the Education and Training Fund of up to \$100,000	TMAC	Sched E art. 7 (b)	
52	By September 15 determine and request an amount of up to \$100,000 to be donated by TMAC to the Training and Education Fund	IC	Sched E art. 7 (b)	
At the second year of Commercial Production, and every subsequent year				

	Action	Responsibility	IIBA Articles	Status
53	When Inuit Employment Targets are not met, pay into the Education and Training Fund \$5,600 for every employee short of meeting target	TMAC	Sched E art.7c)	

APPENDIX A

HOPE BAY BELT AREA

Inuit Owned Lands parcels No BB-56, BB-57, BB-58, and BB-60 on NTS Map Sheet No 76O and 77A, attached.

Land Title Certificate No. 44413, Parcel BB-56 of Plan 2712-04, attached.

Land Title Certificate No. 44414 and 44853, Parcel BB-57 of Plan 2712-01, attached.

Land Title Certificate No. 44415, Parcel BB-58 of Plan 2712-01, attached.

Land Title Certificate No. 44417 and 44854, Parcel BB-60 of Plan 2712-01, attached.

APPENDIX B

INUIT CONTENT COMPONENT DEFINITIONS

For purposes of determining Inuit content, the following definitions of Inuit Content Components shall be used.

Head Office in the Kitikmeot Region shall mean having a physical location of the head office of the business located in a Kitikmeot Community.

Degree of Inuit Economic Interest shall mean the degree to which one or more Inuit have a right to receive, or participate in, any payments arising from the business activities, of an entity bidding or negotiating to provide services or goods for the Hope Bay Belt Project.

Degree of Inuit Control means the degree to which Inuit have the right, through an equity interest in an entity bidding or negotiating to provide services or goods for the Hope Bay Belt Project, to directly or indirectly, direct the management and operations of such entity.

Inuit Employment History means history of Inuit employment over the three year period immediately prior to the assessment carried out to determine Inuit content.

Inuit Employment Target Plan means a plan to meet the Inuit Employment Targets set by the Implementation Committee.

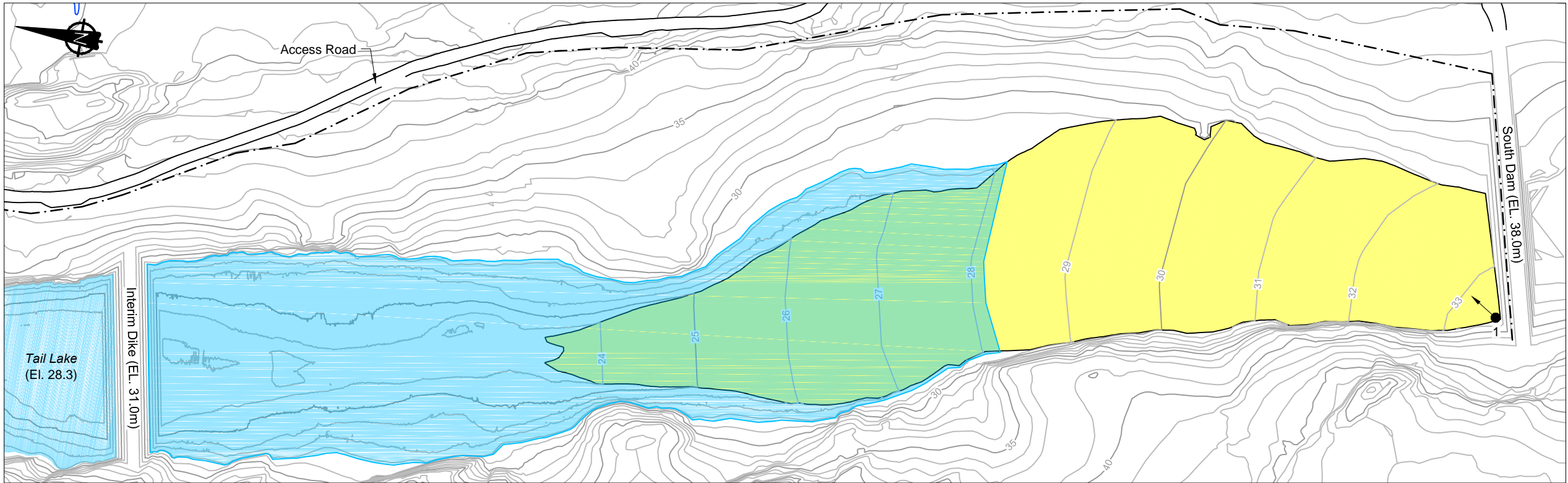
Proportion of Senior Management that is Inuit means the proportion of the senior management of an entity bidding or negotiating to provide services or goods for the Hope Bay Belt Project that is Inuit.

Appendix 6.0

In Response to AANDC-NIRB #26: Figures 5, 6 and 7

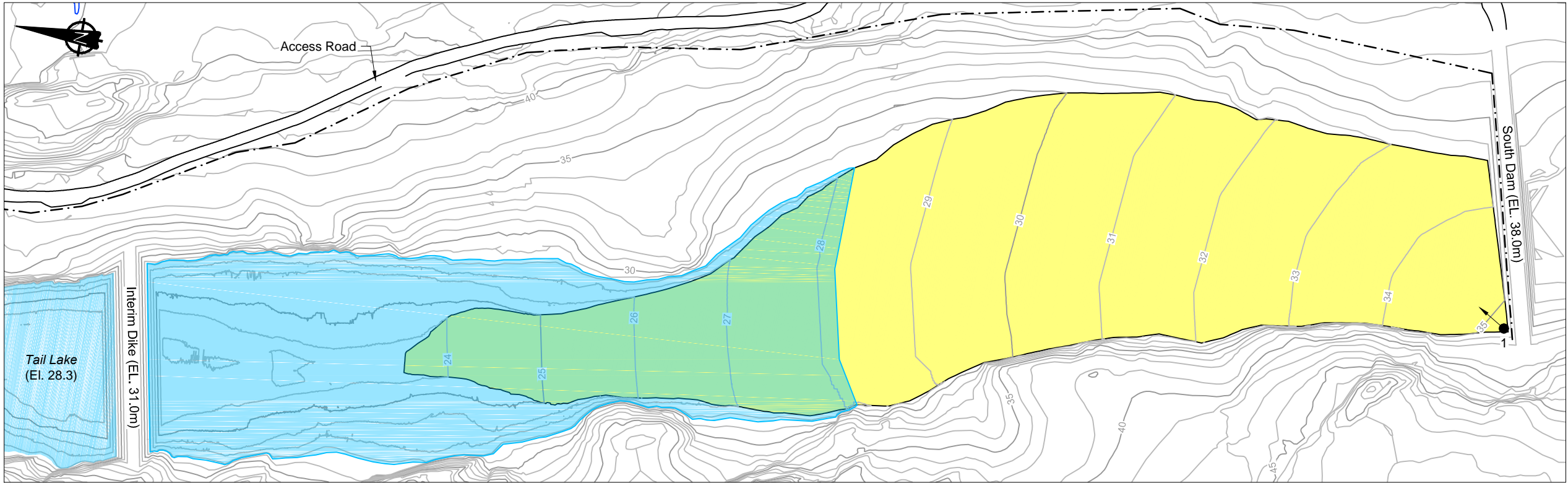


\\VANSUR\0\annas.srk\ad\Projects\01_SITES\Hope Bay\CT022.002_2015_Hope Bay Ongoing Support\200_Type_A_Water_License\500_New_Tailings_Mgt_System\525_Tailings_Deposition_Plan\070_ACAD\CT022.002_SC4_staged.dwg



TAILINGS DEPOSITION - YEAR 1

Spigot Elev.: No.1: 33.5m
Deposited Tailings: 0.34Mm³
Duration: 1 Year
Production Rate: 773.4m³/day (1,000tpd)
Deposited Tailings Surface Area (cumulative): 0.17km²



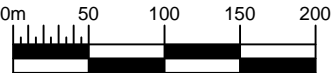
TAILINGS DEPOSITION - YEAR 2

Spigot Elev.: No.1: 35.25m
Deposited Tailings (Cumulative): 0.68Mm³
Duration: 1 Year
Production Rate: 773.4m³/day (1,000tpd)
Deposited Tailings Surface Area (cumulative): 0.23km²

LEGEND

- Deposition Location
- Major Contour (5m)
- Minor Contour (1m)
- Approximate Tailings Line
- Current Deposition
- Proposed Dam / Dike

- NOTES**
- Deposition durations are approximate and were based on an average production rate of 1,000tpd for years 1 and 2 and 2,000tpd for years 3 and 4.
 - Assumed an average deposited tailings beach slope of 1.0%.
 - A deposited tailings dry density of 1.29 t/m³ was used (based on laboratory testing).
 - All tailings volumes presented include ice entrainment, which was assumed at 20% of production.
 - Dam and dike elevations shown were assumed constant for throughout deposition.
 - Total storage requirement is 2.32Mm³ (tailings 1.93Mm³ + ice entrainment 0.39Mm³).



SRK JOB NO.: 1CT022.002
FILE NAME: 1CT022.002 - SC4 -staged.dwg

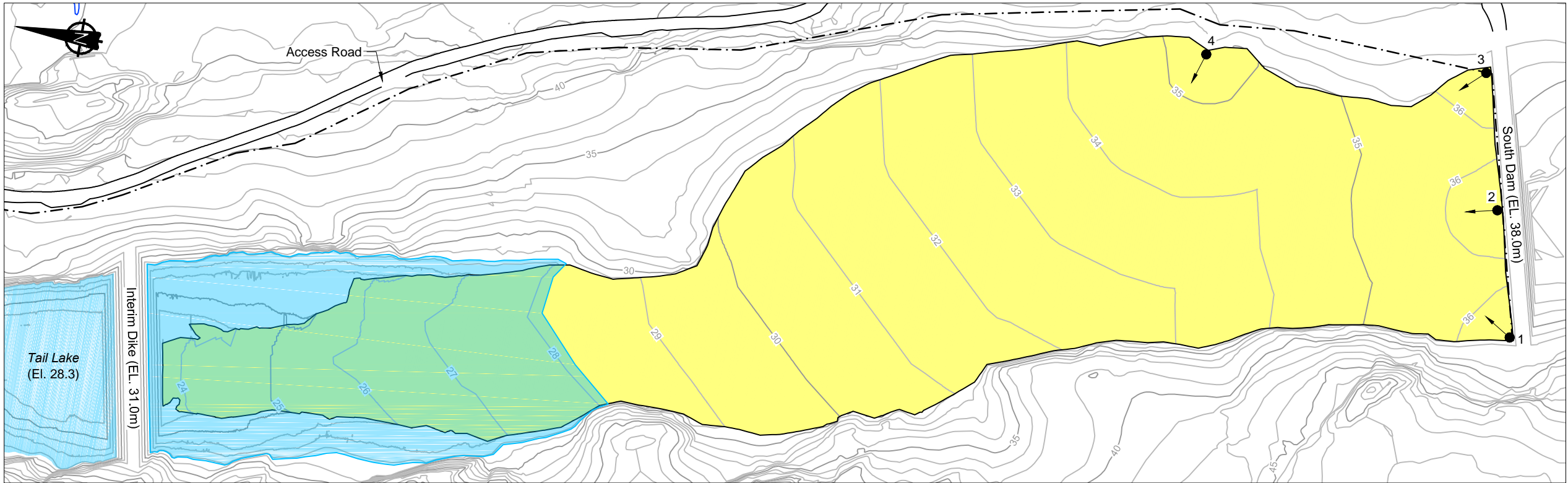


DORIS NORTH PROJECT

TAILINGS DEPOSITION PLAN
TAILINGS DEPOSITION PLAN
(YEARS 1 & 2)

DATE: 2015/09/25	APPROVED: TPP	FIGURE: 06
---------------------	------------------	---------------

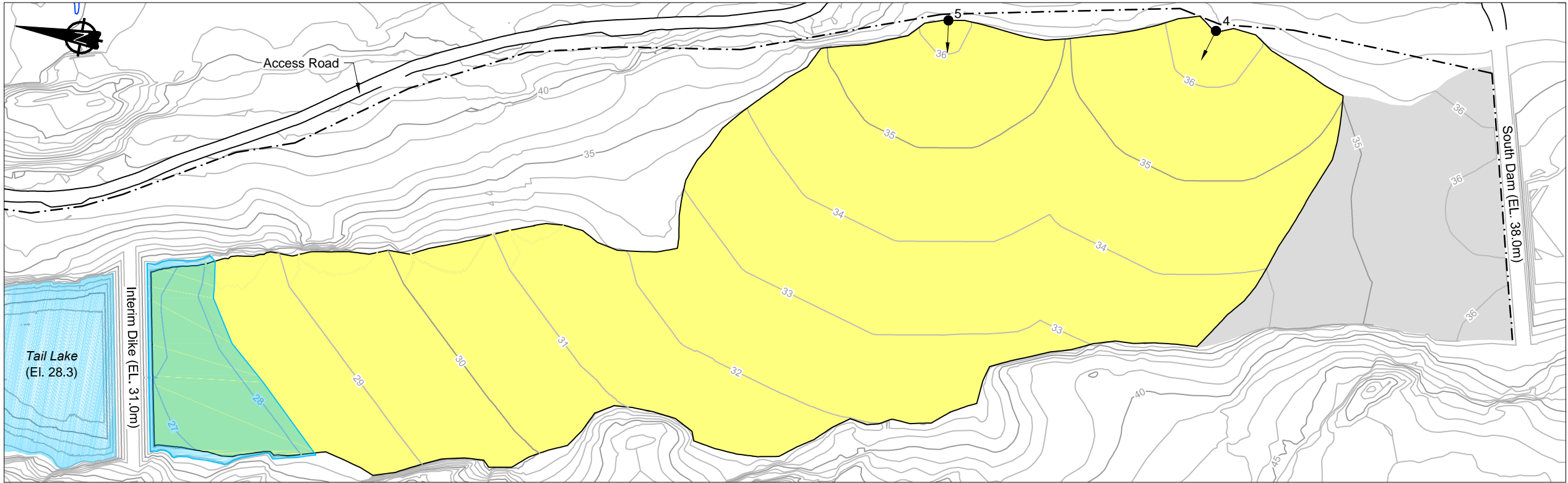
\\VANSUR\Quarry\srk\ad\Project\01_SITES\Hope Bay\CT022.002_2015_Hope Bay Ongoing Support\200_Type A - Water License\500_New Tailings Mgt_System\525_Tailings_Deposition_Plan\070_ACAD\CT022.002_SC4_staged.dwg



TAILINGS DEPOSITION - YEAR 3

Spigot Elev.: No.'s 1 to 3: 36.5m
No. 4: 35.5m
Deposited Tailings (Cumulative): 1.35Mm³
Duration: 1 Year

Production rate: 1,546.8m³/day (2,000tpd)
Deposited Tailings Surface Area (cumulative): 0.34km²



TAILINGS DEPOSITION - YEAR 4

Spigot Elev.: No. 4: 36.5m
No. 5: 36.25m
Deposited Tailings (Cumulative): 2.03Mm³
Duration: 1 Year

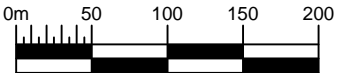
Production Rate: 1,546.8m³/day (2,000tpd)
Deposited Tailings Surface Area (cumulative): 0.36km²
Previous Tailings Surface Area: 0.06km²

LEGEND

- Deposition Location
- Major Contour (5m)
- Minor Contour (1m)
- Approximate Tailings Line
- Current Deposition
- Previous Deposition
- Proposed Dam / Dike

NOTES

- Deposition durations are approximate and were based on an average production rate of 1,000tpd for years 1 and 2 and 2,000tpd for years 3 and 4.
- Assumed an average deposited tailings beach slope of 1.0%.
- A deposited tailings dry density of 1.29 t/m³ was used (based on laboratory testing).
- All tailings volumes presented include ice entrainment, which was assumed at 20% of production.
- Dam and dike elevations shown were assumed constant for throughout deposition.
- Total storage requirement is 2.32Mm³ (tailings 1.93Mm³ + ice entrainment 0.39Mm³).



SRK JOB NO.: 1CT022.002
FILE NAME: 1CT022.002 - SC4 -staged.dwg



DORIS NORTH PROJECT

TAILINGS DEPOSITION PLAN

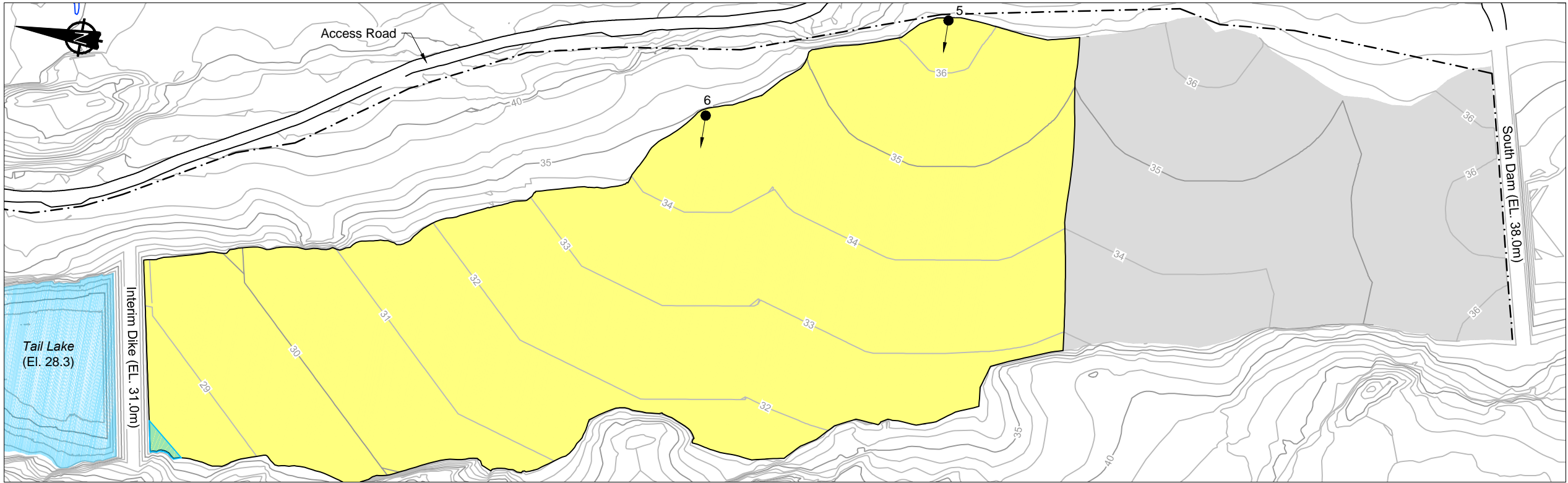
TAILINGS DEPOSITION PLAN
(YEARS 3 & 4)

DATE:
2015/09/25

APPROVED:
TPP

FIGURE:
07

\\VANSUR\0\unna.srk\ad\Project\01_SITES\Hope Bay\CT022.002_2015_Hope Bay Ongoing Support\200_Type A - Water_License\500_New_Tailings_Mgt_System\505_Tailings_Deposition_Plan\070_ACAD\CT022.002_SC4_staged.dwg



LEGEND

Deposition Location

Major Contour (5m)

Minor Contour (1m)

Approximate Tailings Line

Current Deposition

Previous Deposition

Proposed Dam / Dike

- NOTES
1.

Deposition durations are approximate and were based on an average production rate of 1,000tpd for years 1 and 2 and 2,000tpd for years 3 and 4.
2.

Assumed an average deposited tailings beach slope of 1.0%.
3.

A deposited tailings dry density of 1.29 t/m³ was used (based on laboratory testing).
4.

All tailings volumes presented include ice entrainment, which was assumed at 20% of production.
5.

Dam and dike elevations shown were assumed constant for throughout deposition.
6.

Total storage requirement is 2.32Mm³ (tailings 1.93Mm³ + ice entrainment 0.39Mm³).

TAILINGS DEPOSITION - END OF MINE (YEAR 4, MONTH 5)

Spigot Elev.: No. 5: 36.5m

Production Rate: 1,546.8m³/day (2,000tpd)

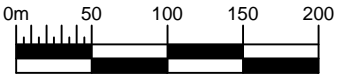
No. 6: 35.0m

Deposited Tailings Surface Area (cumulative): 0.30km²

Deposited Tailings (Cumulative): 2.32Mm³

Previous Tailings Surface Area (cumulative): 0.14km²

Duration: 5 Months

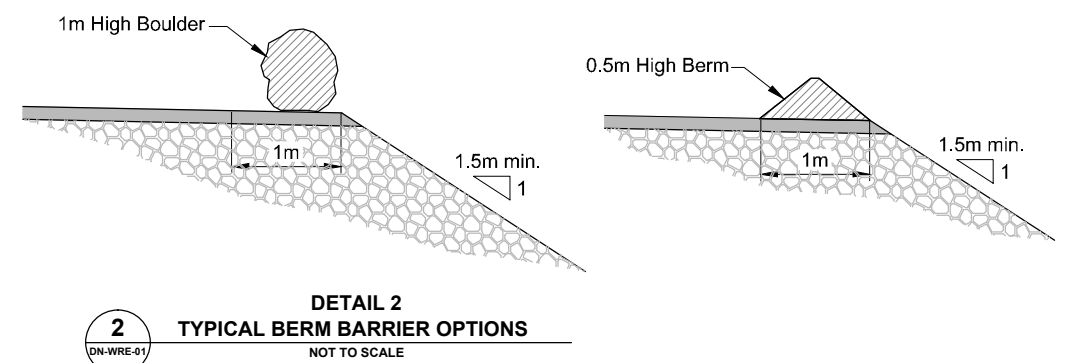
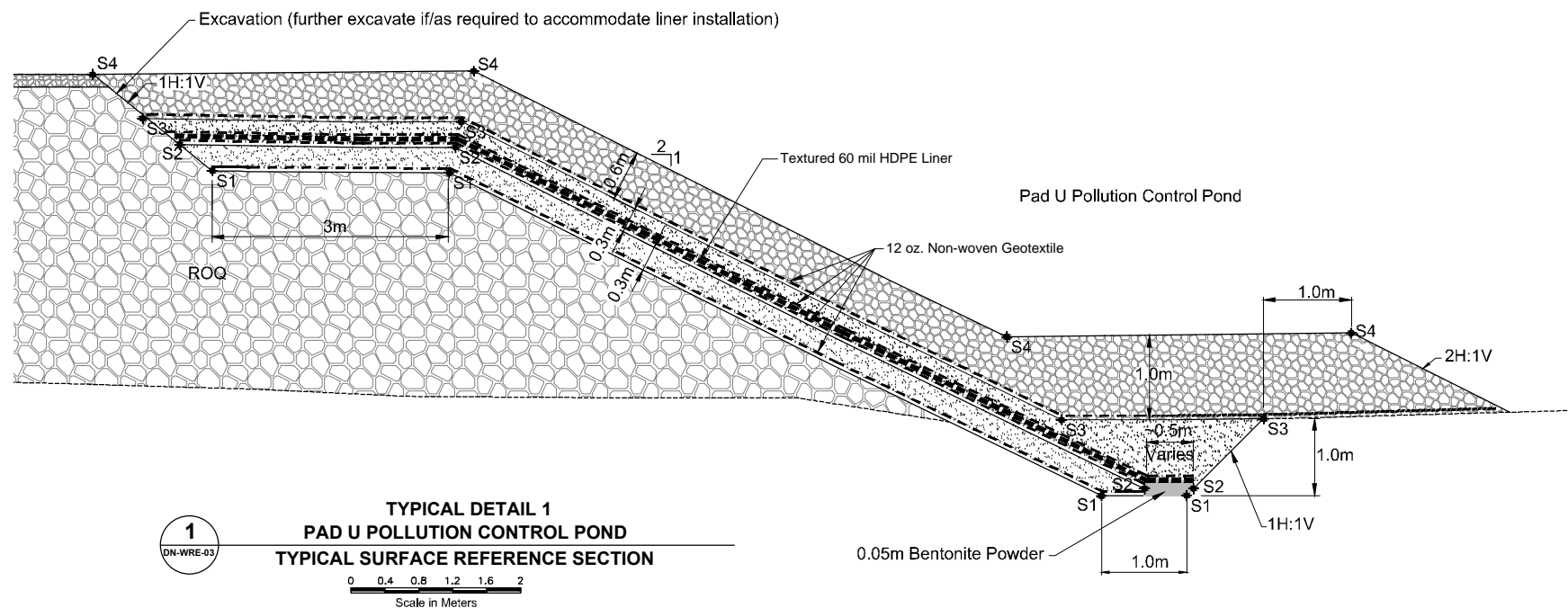
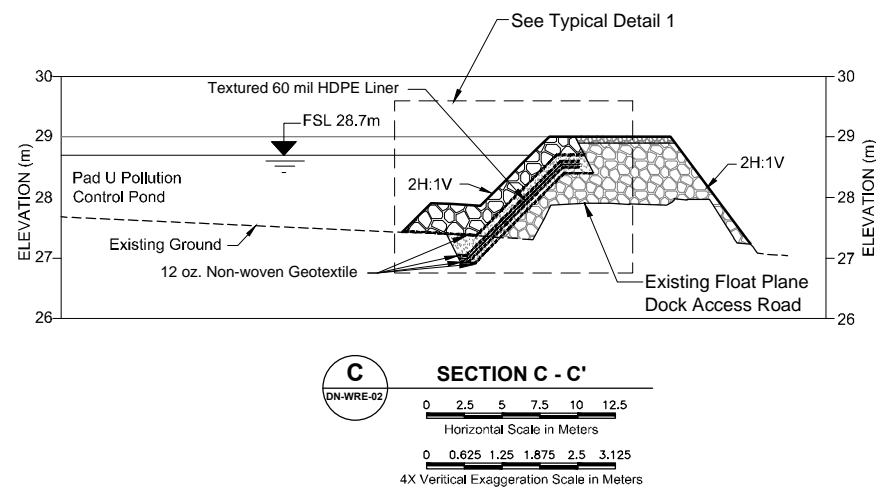
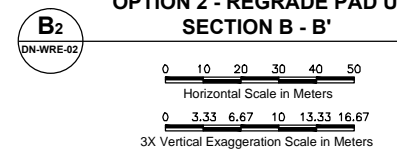
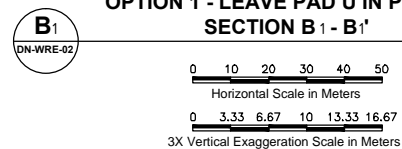
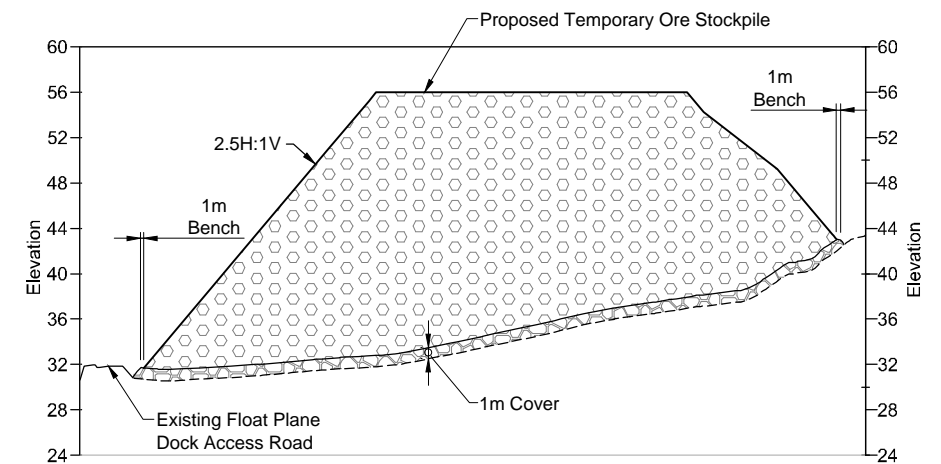
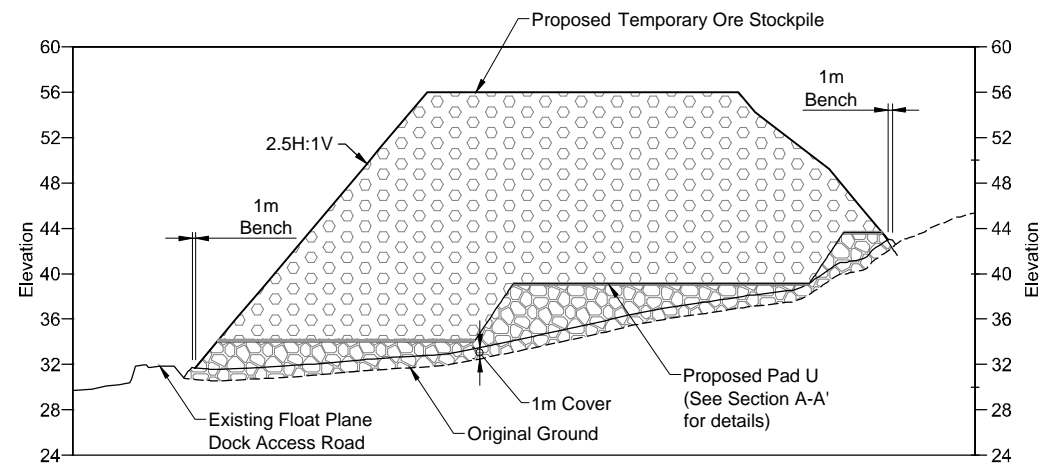
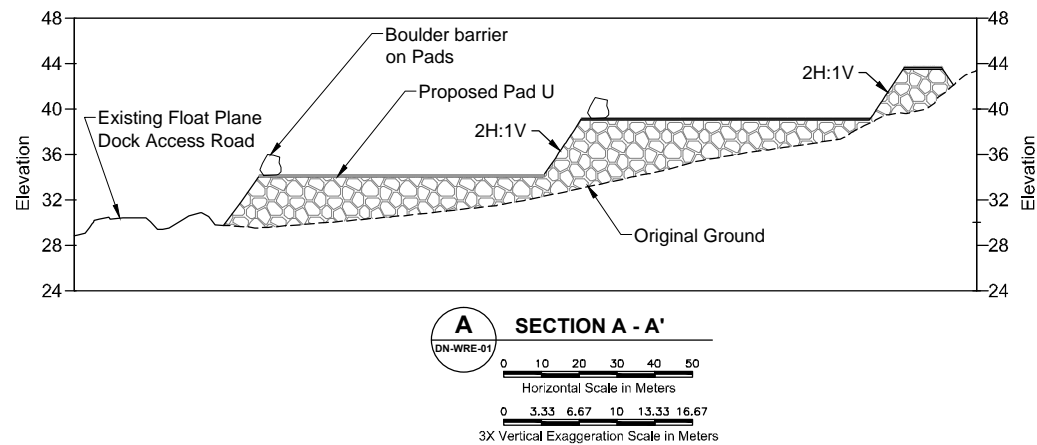


<div><div><div></div></div><div>srk consulting</div></div>	<div><div><div></div></div><div>TMAC RESOURCES</div></div>	TAILINGS DEPOSITION PLAN		
		TAILINGS DEPOSITION PLAN (COMPLETE AT YEAR 4 + 5 MONTHS)		
SRK JOB NO.: 1CT022.002	DORIS NORTH PROJECT	DATE: 2015/09/25	APPROVED: TPP	FIGURE: 07
FILE NAME: 1CT022.002 - SC4 -staged.dwg				







Appendix 7.0

In Response to KIA-46: DWG DN-WRE-03 Figure



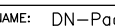


Item	Quantity / Area / Volume		Description
Run of Quarry	Pad U (1m cover over OG) 31,300 m³ Pad U (above 1m cover) 57,400 m³ Pollution Pond (to 29m crest elevation) <u>1,250 m³</u> Total 89,950 m³		Approximate in-place neat-line volumes (no allowance has been made for losses and/or tundra embedment) Volumes for ROQ and Surfacing Material derived by Civil 3D (2011)
Surfacing Material	Pad U <u>3,650 m³</u> Total 3,650 m³		Side slopes 2H:1V Unless otherwise noted. Lined system / road raise volumes not included (modeling to completed).
Temporary Ore Stockpile	Option 1 (Pad U left as is) ~ 245,750 m³ Option 2 (Pad U Regraded) ~ 306,800 m³		Ore storage estimates based on Gemcom gems, volumes, hard calculations and Civil 3D volumes.

LEGEND	
	¾" Crushed Material
	1 ¼" Crushed Material
	Run of Quarry Material
	Rip Rap
	Existing ground surface
	Textured 60 mil HDPE Liner
	12 oz. Non-woven Geotextile

[illegible]

PROFESSIONAL ENGINEERS STAMP



DESIGN: JBK	DRAWN: BFM/LR	REVIEWED: LW
CHECKED: JBK	APPROVED: EMR	DATE: May 29, 2015
FILE NAME: DN-Pad-U Section-Details.dwg		

	
<p align="center">HOPE BAY PROJECT</p>	
SRK JOB NO.:	1CH022.002.200.1400

Doris North		
DRAWING TITLE: Sections and Details 1 of 2		
DRAWING NO. DN-WRE-03	SHEET 4 OF 5	REVISION NO. A