

**AAMJIWNAANG FIRST NATION
CLENCH DEFALCATION SPECIFIC CLAIM
SETTLEMENT AGREEMENT**

AP.
B1

CONTENTS

ARTICLES:

- 1.0 DEFINITIONS AND SCHEDULES
- 2.0 COMPENSATION
- 3.0 RELEASE
- 4.0 INDEMNITY
- 5.0 DISMISSAL OF PROCEEDINGS
- 6.0 RATIFICATION
- 7.0 CONDITIONS PRECEDENT TO EXECUTION BY CANADA
- 8.0 EXECUTION
- 9.0 EFFECTIVE DATE OF SETTLEMENT AGREEMENT
- 10.0 REPRESENTATIONS AND WARRANTIES
- 11.0 PROGRAMS AND SERVICES
- 12.0 DISPUTE RESOLUTION
- 13.0 AMENDMENTS
- 14.0 NOTICE
- 15.0 GENERAL PROVISIONS

SCHEDULES:

- SCHEDULE 1 SOLICITOR'S CERTIFICATE
- SCHEDULE 2 BALLOT QUESTION
- SCHEDULE 3 FINANCIAL ADVISOR'S CERTIFICATE
- SCHEDULE 4 FORM OF BAND COUNCIL RESOLUTION FOR PAYMENT & DIRECTION TO PAY
- SCHEDULE 5 FORM OF BAND COUNCIL RESOLUTION
- SCHEDULE 6 APPORTIONMENT AGREEMENT
- SCHEDULE 7 VOTING GUIDELINES

1 B2
dt.

**AAMJIWNAANG FIRST NATION
CLENCH DEFALCATION SPECIFIC CLAIM
SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT

BETWEEN:

The Aamjiwnaang First Nation, a “band” within the meaning of the
Indian Act, as represented by its Council
(hereinafter the “First Nation”)

AND:

Her Majesty the Queen in Right of Canada, as represented by the
Minister of Crown-Indigenous Relations
(hereinafter “Canada”)

PREAMBLE

WHEREAS:

- A. In 2007, the First Nation submitted the Aamjiwnaang First Nation Clench Defalcation Specific Claim under Canada’s Specific Claims Policy, alleging, among other things, that then-Superintendent J.B. Clench misappropriated funds from the 1852 surrender and the 1853 and 1854 sale of those surrendered reserve lands of the Chippewas of Sarnia Band (of which the First Nation and the Chippewas of Kettle and Stony Point First Nation are the current successors) and that the 1906 settlement paid by the then-Department of Indian Affairs was inadequate, the release for it having been obtained under unjust circumstances.
- B. By letter dated September 23, 2011, Canada accepted the Aamjiwnaang First Nation Clench Defalcation Specific Claim for negotiation under the Specific Claims Policy. Since the Claim pertains to an asset of the Chippewas of Sarnia Band to which both the First Nation and the Chippewas of Kettle and Stony Point First Nation are the current beneficiaries as the two successors of the Chippewas of Sarnia Band, an Apportionment Agreement dated May 31, 2019, was entered into as between the First Nation and the Chippewas of Kettle and Stony Point First Nation to direct the apportionment of Compensation for this Claim.
- C. The settlement of this Claim is a reflection of Canada’s commitment to reconciliation and to Canada’s goal of addressing historical First Nation grievances that are the subject matter of specific claims.
- D. Canada and the First Nation have negotiated terms of settlement as contained in this Settlement Agreement in order to achieve a full, fair and final settlement of the Aamjiwnaang First Nation Clench Defalcation Specific Claim.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES
CONTAINED IN THIS SETTLEMENT AGREEMENT CANADA AND THE FIRST
NATION AGREE AS FOLLOWS:**

1.0 DEFINITIONS AND SCHEDULES

1.1 In this Settlement Agreement:

- (a) **"Apportionment Agreement"** means the instrument dated May 31, 2019 adopted by Council by which the First Nation and the Chippewas of Kettle and Stony Point First Nation, both as Claim beneficiaries as the successors to the Chippewas of Sarnia Band, agreed to apportion the Compensation for the Claim, which is Schedule 6 of this Settlement Agreement.
- (b) **"Ballot Question"** means the question asked of the Voters in a Ratification Vote, which is Schedule 2 of this Settlement Agreement.
- (c) **"Band Council Resolution"** means a written resolution of the Council adopted at a duly convened meeting.
- (d) **"Band List"** has same meaning as defined in the *Indian Act*.
- (e) **"Canada"** means Her Majesty the Queen in Right of Canada, as represented by the Minister of Crown-Indigenous Relations.
- (f) **"Claim"** means all matters, issues and allegations contained in the submissions of the First Nation under the Specific Claims Policy or in any supplement thereto or Proceeding, arising or resulting from the same or substantially the same facts upon which the Aamjiwnaang First Nation Clench Defalcation Specific Claim is based, and any liability, cause of action, suit, damage, loss or demand whatsoever, known or unknown, in law or equity or otherwise, related to or arising or resulting from the defalcation by Superintendent J.B. Clench of funds from the 1852 surrender and the 1853 and 1854 sale of the surrendered reserve lands of the Chippewas of Sarnia Band (of which the First Nation and the Chippewas of Kettle and Stony Point First Nation are the current successors) and the inadequacy and unjust circumstances of the 1906 settlement of \$1,363.87 paid by the Department of Indian Affairs for the corresponding Release of Demands.
- (g) **"Compensation"** means the amount agreed upon by the First Nation, the Chippewas of Kettle and Stony Point First Nation and Canada as compensation for the entire Claim as set out in Article 2.1.
- (h) **"Compensation Balance"** means the apportioned amount of Compensation to be paid by Canada to the First Nation pursuant to the Apportionment Agreement plus an amount for Negotiation Costs.
- (i) **"Council"** means the Council of the First Nation, which is a "council of the band" within the meaning of the *Indian Act*, and includes the Chief.
- (j) **"Direction to Pay"** means the document by which the Council directs Canada to deposit the Compensation Balance in accordance with Article

BT
CP

2.0, substantially in the form attached to this Settlement Agreement as Schedule 4.

- (k) **"Effective Date"** means the date on which this Settlement Agreement is executed by Canada in accordance with Article 8.0.
- (l) **"Financial Institution"** means any bank or trust company that is authorized by law to accept deposits and which is supervised and regulated by the Superintendent of Financial Institutions as defined in the *Office of the Superintendent of Financial Institutions Act*, R.S.C. 1985, c. I-8 (3rd Supp).
- (m) **"First Nation"** means the Aamjiwnaang First Nation, a "band" within the meaning of the *Indian Act*, as represented by its Council, being one of two successor First Nations of the Chippewas of Sarnia Band.
- (n) **"Indian Act"** means the *Indian Act*, R.S.C. 1985, c.I-5 and its regulations.
- (o) **"Information Meeting"** means those information-sharing processes deemed appropriate by Council, which may include in-person or virtual meetings, at which legal counsel and a financial advisor retained by the First Nation, and any other persons requested by Council, will explain to all Members who participate the nature and effect of this Settlement Agreement.
- (p) **"Member"** means a person whose name appears or who is entitled to have their name appear on the Band List of the First Nation.
- (q) **"Minister"** means the Minister of Crown-Indigenous Relations or the Minister's duly authorized representative.
- (r) **"Negotiation Costs"** means any and all costs incurred by the First Nation for the research, preparation, negotiation and settlement of the Claim, and the ratification of the Settlement Agreement, including legal fees.
- (s) **"Party"** means either the First Nation or Canada.
- (t) **"Person"** means any individual, proprietor, corporation, partner, partnership, trust, joint venture, unincorporated organization, governmental body including provincial, territorial, regional and municipal governments, First Nation, self-governing First Nation, Indian band, Aboriginal group, or union, including, without limitation, any past, present or future Members and each of their respective heirs, descendants, legal representatives, successors and assigns.
- (u) **"Proceeding"** means any legal proceeding, action, cause of action, suit, claim, specific claim or demand whatsoever, known or unknown, whether in law, in equity or otherwise.



- (v) **"Ratification Vote"** means a vote referred to in Article 6.0 on the Ballot Question conducted in accordance with the Voting Guidelines.
- (w) **"Settlement Agreement"** means this settlement agreement including the attached Schedules.
- (x) **"Specific Claims Policy"** means Canada's policy on specific claims in effect from time to time.
- (y) **"Voter"** means "elector" as that word is defined in the *Indian Act*.
- (z) **"Voting Day"** means the day set for holding the Ratification Vote.
- (aa) **"Voting Guidelines"** means those ratification guidelines as contained in Schedule 7 and adopted by Council.

1.2 Except as otherwise defined in this Settlement Agreement, any words used in this Settlement Agreement that are defined in the *Indian Act* have the same meaning as they have in the *Indian Act*.

1.3 The following Schedules are attached to and form part of this Settlement Agreement:

- Schedule 1 Solicitor's Certificate
- Schedule 2 Ballot Question
- Schedule 3 Financial Advisor's Certificate
- Schedule 4 Form of Band Council Resolution for Payment & Direction to Pay
- Schedule 5 Form of Band Council Resolution
- Schedule 6 Apportionment Agreement
- Schedule 7 Voting Guidelines

2.0 COMPENSATION

2.1 Subject to the terms and conditions set out in this Settlement Agreement, Canada agrees to pay thirty-five million, seven hundred twenty-eight thousand, three hundred fifty-four dollars (\$35,728,354) as Compensation for the entire Claim, of which both the First Nation and the Chippewas of Kettle and Stony Point First Nation are beneficiaries, in accordance with the Apportionment Agreement.

2.2 The First Nation agrees to accept eighteen million, five hundred thirteen thousand, four hundred forty-five dollars (\$18,513,445) as the Compensation Balance, which includes an amount for Negotiation Costs, in full and final settlement of the Claim.

2.3 The First Nation authorizes and directs Canada to pay the Compensation Balance in accordance with the Direction to Pay.

2.4 If the First Nation ratifies the Settlement Agreement as set out in Article 6.0, then the First Nation shall provide Canada with an irrevocable Direction to Pay and a

BJ
2-1

Band Council Resolution for Payment, substantially in the form attached as Schedule 4, together with any other documentation required by Canada for purposes of depositing funds.

- 2.5 Canada agrees to pay and transfer the Compensation Balance within forty-five (45) days of the Effective Date.
- 2.6 The Parties agree and intend that the Compensation Balance is not "Indian moneys" within the meaning of the *Indian Act* and accordingly the provisions of the *Indian Act* with respect to the management of Indian moneys shall not apply to the Compensation Balance.
- 2.7 The sole responsibility of Canada with respect to the Compensation Balance is to pay and deposit the Compensation Balance in accordance with Article 2.0. Canada will rely on the Direction to Pay provided by the First Nation.

3.0 RELEASE

- 3.1 The First Nation agrees to forever release and discharge Canada and any of its ministers, officials, servants, employees, agents, successors and assigns from, and will not assert, any liability or Proceeding that the First Nation, its successors or assigns, or its past, present and future Members or any of their respective heirs, descendants, legal representatives, successors and assigns, including a First Nation, self-governing First Nation or Indian band, may ever have had, may now have or may in the future have against Canada and any of its ministers, officials, servants, employees, agents, successors and assigns with respect to:
 - (a) any aspect of the Claim;
 - (b) any and all Negotiation Costs;
 - (c) the negotiation, ratification or other procedures referred to in this Settlement Agreement resulting in the execution of this Settlement Agreement by the First Nation;
 - (d) the adequacy of the Compensation provided in this Settlement Agreement;
 - (e) the deposit of the Compensation Balance pursuant to Article 2.0, and any subsequent management, investment, disbursement, or any other use of the Compensation Balance, including, without limitation, by the First Nation, Council or Members, and any loss therefrom whether caused by the First Nation, Council, Members or other representatives;
 - (f) any loss of the Compensation Balance or interest, in whole or in part, through any failure of a Financial Institution or otherwise; and
 - (g) the subject matter of any of the representations and warranties of the First Nation under Article 10.0.

4.0 INDEMNITY

- 4.1 The First Nation agrees to indemnify and forever save Canada harmless from any Proceeding brought by any Person against Canada or any of its ministers, officials, servants, employees, agents, successors and assigns with respect to any matters set out in Article 3.0.
- 4.2 Canada shall provide notice to the First Nation in accordance with Article 14.0 of any Proceeding referred to in Article 4.1. However, the First Nation will not be entitled to avoid liability for indemnification by reason of the timeliness of the notice, unless a lack of timeliness precludes the First Nation from participating in the Proceeding as set out in Article 4.5.
- 4.3 If, after providing notice to the First Nation pursuant to Article 4.2, no notice is received by Canada within thirty (30) days that the First Nation wishes to participate in the Proceeding, Canada shall proceed to settle or defend the Proceeding without the First Nation's participation or, with or without, joining the First Nation as a party to the Proceeding.
- 4.4 Prior to settling any Proceeding, Canada will advise the First Nation and provide the First Nation with an opportunity to respond with its position on the proposed settlement. Canada will take into consideration any response provided by the First Nation.
- 4.5 If the First Nation wishes to participate in a Proceeding that may give rise to a right of indemnity under Article 4.0, the First Nation shall provide notice to Canada that the First Nation wishes to participate in the resolution of the Proceeding within thirty (30) days of notification pursuant to Article 4.2 and to the extent permitted by law and where appropriate, and at its own expense, immediately seek to be added as a party to the Proceeding. The First Nation may make such investigation, negotiation and settlement of any Proceeding as it deems expedient. This entitlement, however, shall in no way:
- (a) mean that the First Nation is entitled to represent Canada, and any of its ministers, officials, servants, employees, agents, successors and assigns; or
 - (b) affect the rights or abilities of Canada and any of its ministers, officials, servants, employees, agents, successors and assigns to defend or settle any such Proceeding.
- 4.6 Canada agrees that it shall not refuse to defend any Proceeding based solely on the existence of Article 4.0 and that it shall use all reasonable efforts to defend itself.
- 4.7 Any demand by Canada for indemnification shall be made in writing in accordance with Article 14.0.
- 4.8 Nothing in Article 4.0 prevents Canada from immediately adding or seeking to add the First Nation as a party to the Proceeding.

BJ
LP

5.0 DISMISSAL OF PROCEEDINGS

5.1 Subject to Article 5.2, the First Nation agrees to:

- (a) abandon, dismiss or discontinue all Proceedings based on the same or substantially the same facts giving rise to the Claim, within ninety (90) days from the Effective Date;
- (b) instruct its legal counsel to file all the necessary documents to do so and to serve Canada with a copy of all such documents duly filed.

5.2 For any Proceeding filed in the Federal Court that is a "representative proceeding" as per rule 114 of the *Federal Court Rules* (SOR/98-106), the First Nation agrees to obtain an order of the Federal Court approving its discontinuance or settlement prior to the execution of this Settlement Agreement by the Minister.

6.0 RATIFICATION

6.1 Since both the First Nation and the Chippewas of Kettle and Stony Point First Nation are beneficiaries of the Claim, in order to achieve certainty and finality with respect to the entire Claim, each must successfully ratify its respective Settlement Agreement in accordance with its own Voting Guidelines in order for the entire ratification process for the settlement of the Claim to be successful.

6.2 The First Nation:

- (a) agrees to all the terms and conditions of this Settlement Agreement; and
- (b) authorizes and directs the Council to sign this Settlement Agreement

if, at the Ratification Vote, a minimum of 25% plus one of the Voters vote in favour of the Settlement Agreement and those who vote in favour are a majority of those who vote.

6.3 For greater certainty, if the required approval and assent pursuant to Articles 6.1 and 6.2 are not obtained, this Settlement Agreement shall be void and of no force or effect.

6.4 All Ratification Votes with respect to this Settlement Agreement shall be conducted in accordance with the Voting Guidelines.

7.0 CONDITIONS PRECEDENT TO EXECUTION BY CANADA

7.1 Canada and the First Nation agree that the following are conditions precedent that must be fulfilled before Canada will consider executing this Settlement Agreement:

- (a) ratification and approval of the terms of this Settlement Agreement by the First Nation in accordance with Article 6.0, which includes successful

ratification by the Chippewas of Kettle and Stoney Point First Nation of its own settlement agreement pertaining to the Claim;

- (b) the issuance and delivery to Canada of an executed Band Council Resolution substantially in the form attached as Schedule 5 approving and assenting to the terms and conditions of this Settlement Agreement by the First Nation in accordance with Article 7.1(a);
- (c) execution of this Settlement Agreement by the First Nation in accordance with Article 8.0;
- (d) the Minister has been authorized to sign this Settlement Agreement;
- (e) funds for the payment of the Compensation Balance have been approved and appropriated for that purpose by Canada;
- (f) receipt by Canada of the Band Council Resolution for Payment and the Direction to Pay substantially in the form attached as Schedule 4;
- (g) receipt by Canada of a Solicitor's Certificate, which is Schedule 1 of this Settlement Agreement, from the First Nation's legal counsel, dated on or after the date of execution of this Settlement Agreement by the First Nation; and
- (h) receipt by Canada of a Financial Advisor's Certificate, which is Schedule 3 of this Settlement Agreement, from the First Nation's financial advisor dated on or after the date of execution of this Settlement Agreement by the First Nation.

8.0 EXECUTION

8.1 This Settlement Agreement shall be deemed to be fully executed once signed by:

- (a) Council on behalf of the First Nation following ratification of this Settlement Agreement in accordance with Article 6.0; and
- (b) the Minister on behalf of Canada, provided that all of the conditions precedent set out in Article 7.0 have been fulfilled.

9.0 EFFECTIVE DATE OF SETTLEMENT AGREEMENT

9.1 This Settlement Agreement shall come into effect and bind the Parties on the date on which this Settlement Agreement is executed by Canada in accordance with Article 8.0.

10.0 REPRESENTATIONS AND WARRANTIES

10.1 The First Nation represents and warrants that:

BJ
AP

- (a) it intends to use the Compensation Balance for the benefit of the First Nation and shall take such actions as it deems necessary or advisable to give effect to that intent;
- (b) it made reasonable efforts to provide all Voters, whether residing on reserve or elsewhere, with an opportunity to participate in the Ratification Vote;
- (c) it has held an Information Meeting for Members for the purposes of explaining the terms and conditions of this Settlement Agreement;
- (d) it has retained and relied upon independent legal counsel who is qualified to practice law in the Province of Ontario to advise it in respect of the legal nature and effect of this Settlement Agreement;
- (e) it has retained and relied upon a qualified financial advisor independent from Canada to provide financial advice to the First Nation in respect of this Settlement Agreement;
- (f) its legal counsel has fully explained to the Council and to the Members who participated in the Information Meeting the legal nature and effect of this Settlement Agreement, as well as its implementation, including without limitation, the deposit by Canada of the Compensation Balance into an account managed by the First Nation with a Financial Institution in accordance with Article 2.0 rather than into an account managed by Canada for the First Nation in accordance with the *Indian Act*, as confirmed by the certificate that is Schedule 1 of this Settlement Agreement;
- (g) its financial advisor has provided to the Council and to the Members who participated in the Information Meeting where the financial advisor was present, independent financial advice with respect to the management and administration of the Compensation Balance, and the deposit of the Compensation Balance into an account managed by the First Nation with a Financial Institution in accordance with Article 2.0 rather than into an account managed by Canada for the First Nation in accordance with the *Indian Act*, as confirmed by the certificate that is Schedule 3 of this Settlement Agreement;
- (h) Canada has not advised the First Nation with respect to the placement or management of the Compensation Balance, or any matter related thereto, and the First Nation has obtained the advice of its own legal and financial advisors in this regard and with regard to all other matters related to the settlement of the Claim; and
- (i) an interpreter fluent in the First Nation's language was present and available to those Members in need of an interpreter at all times during the Information Meeting and at the Ratification Vote; and

- (j) the First Nation is one of two successor First Nations of the Chippewas of Sarnia Band.

10.2 These representations and warranties shall survive the execution of this Settlement Agreement and shall continue in full force and effect for the benefit of Canada.

11.0 PROGRAMS AND SERVICES

11.1 Nothing in this Settlement Agreement shall affect the ability of the First Nation or any of its respective members to apply for or otherwise have access to other programs and services funding offered by Canada, in accordance with the terms and conditions that govern those programs and services.

12.0 DISPUTE RESOLUTION

12.1 In the event of a dispute arising out of this Settlement Agreement, the Parties shall, at their own expense, explore resolution through negotiation or other appropriate dispute resolution procedure, including mediation, before resorting to litigation. Any Party may resort to litigation thirty (30) days after the dispute arises. A dispute is deemed to have arisen after notice has been given by one Party to the other pursuant to Article 14.0.

13.0 AMENDMENTS

13.1 Subject to Article 13.2, this Settlement Agreement may only be amended or replaced by written agreement between the Parties, upon approval pursuant to the same procedures as this Settlement Agreement was approved.

13.2 The Parties, by written agreement between the First Nation, as represented by its Council, and Canada, as represented by the Assistant Deputy Minister responsible for the implementation of this Settlement Agreement, may agree to amend this Settlement Agreement for any of the following purposes:

- (a) to remove any conflicts or inconsistencies that may exist between any of the terms of this Settlement Agreement and any provision of any applicable law or regulation;
- (b) to amend the time provided in any of the provisions in this Settlement Agreement for doing any act or receiving any notice or written communication; or
- (c) to correct any typographical errors in this Settlement Agreement, or to make corrections or changes required for the purpose of curing or correcting any clerical omission, mistake, manifest error or ambiguity arising from defective or inconsistent provisions contained in this Settlement Agreement.

14.0 NOTICE

- 14.1 Any notice or other written communication required or permitted to be given under this Settlement Agreement will be given by registered mail as follows:

to Canada: Director General, Specific Claims Branch
Crown-Indigenous Relations and Northern Affairs Canada
10 Wellington Street, Gatineau, QC K1A 0H4

to the First Nation: Chief and Council
Aamjiwnaang First Nation
978 Tashmoo Avenue, Sarnia, Ontario N7T 7H5

or at such other address as may be provided in writing by either Party.

- 14.2 Any notice set out in Article 14.1 will be presumed to have been received by the Party on the earlier of the day it was received or the fifth day after it was mailed.
- 14.3 During an actual or anticipated postal disruption or stoppage, the mail will not be used by either Party, and if used, such notice will be of no effect. In the event of a postal disruption or stoppage, the Parties may send notice or other written communication required or permitted to be given under this Settlement Agreement by facsimile or email and in so doing, the Party sending the facsimile or email will bear the onus of ensuring its receipt by the other Party.

15.0 GENERAL PROVISIONS

- 15.1 This Settlement Agreement is for the benefit of and is binding upon Canada and any of its ministers, officials, servants, employees, agents, successors and assigns, and upon the First Nation and its Members, and any of their respective heirs, descendants, legal representatives, successors and assigns.
- 15.2 This Settlement Agreement is entered into by Canada and the First Nation without any admission of fact or liability whatsoever with respect to the Claim.
- 15.3 This Settlement Agreement, and any information herein, may be recorded in Canada's databases. Any recording, publication or distribution of the above, including for the purpose of complying with requests made under the *Access to Information Act* or the *Privacy Act*, does not comprise or constitute any waiver of settlement privilege that attaches to the settlement of this Claim, including this Settlement Agreement.
- 15.4 The insertion of headings and recitals, and the provision of a table of contents, are solely for convenience and in no way modify or explain the scope or meaning of any part of this Settlement Agreement.
- 15.5 Words in the singular include the plural and words in the plural include the singular.

- 15.6 There shall be no presumption that any ambiguity in any of the terms of this Settlement Agreement should be interpreted in favour of any Party.
- 15.7 The rights and obligations of the Parties to this Settlement Agreement may not be assigned or otherwise transferred without the prior consent of the First Nation, which shall be evidenced by a Band Council Resolution, and the prior written consent of Canada, such consent not to be unreasonably withheld.
- 15.8 This Settlement Agreement shall be governed by the applicable laws of Ontario and Canada.
- 15.9 This Settlement Agreement sets out the entire agreement between the Parties with respect to the Claim. There is no representation, warranty, collateral agreement, undertaking or condition affecting this Settlement Agreement, except as expressly set out herein. This Settlement Agreement supersedes and revokes all previous agreements entered into during the course of the negotiation of the Claim, whether oral or in writing between the Parties with respect to the Claim.
- 15.10 All references in this Settlement Agreement to statutes and regulations of Canada shall include, unless a contrary intention is expressed, any such statute or regulation as the same may be amended, re-enacted or replaced from time to time.
- 15.11 The Parties shall in good faith do such things, execute such further documents, and take such further measures as may be necessary to carry out and implement the terms, conditions, intent and meaning of this Settlement Agreement.

IN WITNESS WHEREOF the Minister of Crown-Indigenous Relations, on behalf of Her Majesty The Queen in Right of Canada, and the Council of the First Nation, on behalf of the First Nation, have executed this Settlement Agreement on the dates indicated below.

Signed on behalf of the First Nation)
at _____ by the Council)
of the First Nation in the presence of:)

Signature: _____)

Name of Witness: _____)

Address: _____)

As to all Signatures)

Date: _____)

Per: _____
Chief Christopher Plain

Per: _____
Councillor John Adams

Per: _____
Councillor Michael Jackson

Per: _____
Councillor Thomas Maness

Per: _____
Councillor Janelle Nahmabin

Per: _____
Councillor Marina Plain

Per: _____
Councillor Shawn Plain

Per: _____
Councillor Dallas Sinopole

SIGNED on behalf of HER MAJESTY THE)
QUEEN IN RIGHT OF CANADA, as)
represented by the Minister of)
Crown-Indigenous Relations, in the presence)
of:)

Signature: _____)

Name of Witness: _____)

Address: _____)

Date: _____)

Minister of Crown-Indigenous
Relations