

LITTLE RED RIVER CREE NATION

**TREATY 8 AGRICULTURAL BENEFITS
SPECIFIC CLAIM**

SETTLEMENT AGREEMENT

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LITTLE RED RIVER CREE NATION
TREATY 8 AGRICULTURAL BENEFITS SPECIFIC CLAIM
SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT

BETWEEN:

LITTLE RED RIVER CREE NATION
as represented by its duly elected Chief and Council

(hereinafter called the "First Nation")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of Indian Affairs and Northern Development

(hereinafter called "Canada")

PREAMBLE

WHEREAS:

- A. The Parties to this Settlement Agreement are also Parties to Treaty 8.
- B. Pursuant to the terms of Treaty 8, Canada promised to provide appropriate Agricultural Benefits sufficient to permit the First Nation to develop an economy to sustain the community members through the production of food and other agricultural products.
- C. On April 10, 1994, the Little Red River Cree Nation submitted its Treaty 8 Agricultural Benefits specific claim under Canada's Specific Claims Policy, alleging, among other things, that Canada has not provided any of the Agricultural Benefits that it promised to provide under Treaty 8 to the Little Red River Cree Nation.
- D. By letter dated February 8, 2016, Canada accepted the Little Red River Cree Nation Treaty 8 Agricultural Benefits specific claim for negotiation under the Specific Claims Policy.

- E. 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 only the Agricultural Benefits portion of the Claim.
- F. In entering into this Settlement Agreement, Canada makes no admission of fact or liability whatsoever with regard to the 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) **“Agricultural Benefits”** means those benefits listed in the provision of Treaty 8 which reads:

FURTHER, Her Majesty agrees to supply each Chief of a Band that selects a reserve, for the use of that Band, ten axes, five hand-saws, five augers, one grindstone, and the necessary files and whetstones.

FURTHER, Her Majesty agrees that each Band that elects to take a reserve and cultivate the soil, shall, as soon as convenient after such reserve is set aside and settled upon, and the Band has signified its choice and is prepared to break up the soil, receive two hoes, one spade, one scythe and two hay forks for every family so settled, and for every three families one plough and one harrow, and to the Chief, for the use of his Band, two horses or a yoke of oxen, and for each Band potatoes, barley, oats and wheat (if such seed be suited to the locality of the reserve), to plant the land actually broken up, and provisions for one month in the spring for several years while planting such seeds; and to every family one cow, and every Chief one bull, and one mowing-machine and one reaper for the use of his Band when it is ready for them; for such families as prefer to raise stock instead of cultivating the soil, every family of five persons, two cows, and every Chief two bulls and two mowing-machines when ready for their use, and a like proportion for smaller or larger families. The aforesaid articles, machines and cattle to be given one for all for the encouragement of agriculture and stock raising...

- (b) **“Ballot Question”** means the question asked of the Voters in a Ratification Vote as set out in Schedule 1;
- (c) **“Band Council Resolution”** means a written resolution of the Council adopted at a duly convened meeting;
- (d) **“Band List”** means a list of members that is maintained under sections 8, 9 and 11 of the *Indian Act* by the Department for the First Nation;

- (e) “**Canada**” means Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development;
- (f) “**Claim**” means all matters, issues and allegations contained in the submissions of the First Nation under the Specific Claims Policy or any Proceeding, arising or resulting from the same or substantially the same facts upon which only the Little Red River Cree Nation Treaty 8 Agricultural Benefits 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 failure by Canada to provide the Agricultural Benefits described in the treaty;
- (g) “**Claimant**” means any individual, proprietor, corporation, partner, partnership, trust, joint venture, unincorporated organization, First Nation, self-governing First Nation, Indian band, Aboriginal group, union, or governmental body, including, without limitation, any past, present, or future Members and each of their respective heirs, descendants, legal representatives, successors and assigns who has or purports to have an interest in the Claim or may in the future assert an interest in the Claim by commencement of a Proceeding;
- (h) “**Compensation**” means the amount agreed upon by the Parties as compensation for the Claim as set out in Article 2.1;
- (i) “**Compensation Balance**” means the Compensation to be paid by Canada to the First Nation after deduction of the Negotiation Loan Funding as set out in Article 2.2;
- (j) “**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;
- (k) “**Department**” means the Department of Indian Affairs and Northern Development, as established pursuant to the *Department of Indian Affairs and Northern Development Act*, R.S.C., 1985, c. I-6;
- (l) “**Direction to Pay**” means the document by which the Council directs Canada to deposit the Compensation Balance in accordance with Article 2.0, as set out in Schedule 3;
- (m) “**Effective Date**” means the date on which this Settlement Agreement is executed by Canada in accordance with Article 8.0;
- (n) “**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 Superintendent of Financial Institutions Act, R.S.C. 1985, c. I-8 (3rd Supp);

- (o) “**First Nation**” means the Little Red River Cree Nation, a “band” within the meaning of the *Indian Act* as represented by its Council;
- (p) “**Indian Act**” means the *Indian Act*, R.S.C. 1985, c.I-5 and its regulations;
- (q) “**Information Meeting**” means a meeting at which legal counsel and a financial advisor retained by the First Nation, and any other persons as requested by the Council, will explain to all Members in attendance the nature and effect of this Settlement Agreement and the Trust Agreement;
- (r) “**Member**” means a person whose name appears or who is entitled to have their name appear on the Band List of the First Nation;
- (s) “**Minister**” means the Minister of Indian Affairs and Northern Development or the Minister’s duly authorized representative;
- (t) “**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;
- (u) “**Negotiation Loan Funding**” means the total amount of loan funding already provided to the First Nation by Canada for the purpose of negotiating and settling this Claim;
- (v) “**Party**” means either the First Nation or Canada;
- (w) “**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;
- (x) “**Ratification Vote**” means a vote referred to in Article 6.0 on the Ballot Question conducted in accordance with the Voting Guidelines;
- (y) “**Settlement Agreement**” means this Settlement Agreement including the attached Schedules;
- (z) “**Specific Claims Policy**” means Canada’s policy on specific claims in effect from time to time;
- (aa) “**Trust Account**” means the account opened or to be opened at a Financial Institution by the Trustee in trust for the First Nation in accordance with the Trust Agreement;

- (bb) **"Trust Agreement"** means the Little Red River Cree Nation Sovereign Wealth Fund voted on and approved by a Ratification Vote pursuant to Article 6.0;
- (cc) **"Trustee"** means the person, persons or trust company identified as the trustee in the Trust Agreement;
- (dd) **"Voter"** means "elector" as that word is defined in 2(1) of the *Indian Act*;
- (ee) **"Voting Day"** means the day or days set for holding the Ratification Vote; and
- (ff) **"Voting Guidelines"** means those ratification guidelines as contained in Schedule 2 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 – Ballot Question
- Schedule 2 – Voting Guidelines
- Schedule 3 – Form of Band Council Resolution for Payment & Direction to Pay
- Schedule 4 – Solicitor's Certificate of Independent Legal Advice
- Schedule 5 – Financial Advisor's Certificate of Independent Financial Advice
- Schedule 6 – Form of Band Council Resolution

1.4 Any words identified as defined terms in the Schedules of this Settlement Agreement have the same meaning as in this Settlement Agreement, except as otherwise indicated.

2.0 COMPENSATION

2.1 Subject to the terms and conditions set out in this Settlement Agreement, Canada agrees to pay to the First Nation and the First Nation agrees to accept as Compensation, the sum of two hundred thirty-nine million, four hundred twenty-two thousand, fifty-two dollars (\$239,422,052) in full and final settlement of the Claim, including any Negotiation Costs.

2.2 The First Nation authorizes and directs Canada to deduct from the Compensation referred to in Article 2.1, any Negotiation Loan Funding, to satisfy the First Nation's full and final repayment of any Negotiation Loan Funding received. Canada agrees to provide, if requested by the First Nation, an

acknowledgment in writing that the Negotiation Loan Funding has been fully repaid.

- 2.3 The First Nation authorizes and directs Canada to pay the Compensation Balance in accordance with the Direction to Pay.
- 2.4 Upon the First Nation ratifying 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 Band Council Resolution for Payment, substantially in the form attached as Schedule 3, 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 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.
- 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 Subject to Article 3.2, 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 (and Negotiation Loan Funding, including any deductions from the Compensation for Negotiation Loan Funding);
 - (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 by Trustees pursuant to the Trust Agreement, including, without limitation, the termination of the Trust Agreement, and any loss therefrom whether caused by the First Nation, Council, Members or by the Trustees 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;
- (g) any actions, inactions, malfeasance or negligence of the Trustees; and
- (h) the subject matter of any of the representations and warranties of the First Nation under Article 10.0.

3.2 Nothing in this Article 3.0 shall limit or preclude the First Nation's ability to assert claims pursuant to Treaty 8, including claims for benefits and/or rights, other than Agricultural Benefits.

4.0 INDEMNITY

- 4.1 Subject to Article 4.0, the First Nation agrees to indemnify and forever save Canada harmless from any Proceeding brought by any Claimant 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.
- 4.3 If, after providing notice to the First Nation pursuant to Article 4.2, no response is received by Canada from the First Nation within thirty (30) days that the First Nation wishes to participate in the resolution of 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 If the First Nation wishes to participate in the resolution of 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.

4.5 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.

4.6 Any demand by Canada for indemnification shall be made in writing in accordance with Article 14.0.

4.7 Nothing in Article 4.0 prevents Canada from immediately adding or seeking to add the First Nation as a party to the Proceeding.

5.0 DISMISSAL OF PROCEEDINGS

5.1 The First Nation agrees to abandon, dismiss or discontinue within 90 days from the Effective Date any and all Proceedings in respect of the Claim, including but not limited to the following:

- (a) *Little Red River Cree v. Her Majesty the Queen*, (Alberta Court of Queen's Bench Action No. 0003-08531)

5.2 The First Nation agrees to instruct its legal counsel to file all the necessary documents to abandon, dismiss or discontinue any and all Proceedings in respect of the Claim, and to serve Canada with a copy of such documents within 90 days from the Effective Date.

6.0 RATIFICATION

6.1 The First Nation agrees to and approves the terms and conditions of this Settlement Agreement and the Trust Agreement and authorizes and directs the Council to execute this Settlement Agreement and the Trust Agreement if, at the Ratification Vote a majority (over 50%) of the Voters vote and a majority (over 50%) of the votes cast by the Voters who vote are in favour of this Settlement Agreement and the Trust Agreement.

6.2 If, at a Ratification Vote held pursuant to Article 6.1, a majority (over 50%) of the Voters do not vote, but a majority (over 50%) of the votes cast are in favour of

this Settlement Agreement and the Trust Agreement, then a second Ratification Vote may be called by the First Nation.

6.3 Where a second Ratification Vote is held pursuant to Article 6.2, the First Nation agrees to and approves the terms and conditions of this Settlement Agreement and the Trust Agreement and authorizes and directs the Council to execute this Settlement Agreement and the Trust Agreement if, at the second Ratification Vote:

a) a minimum of 25% plus 1 of all Voters vote in favour of the Settlement Agreement and Trust Agreement, and,

b) those Voters who vote in favour are a majority of those who vote.

6.4 For greater certainty, if the required agreement and approval pursuant to Article 6.1 (or, in the case of a second vote pursuant to Article 6.3) are not obtained from the First Nation, this Settlement Agreement and the Trust Agreement shall be void and of no force or effect.

6.5 All Ratification Votes with respect to this Settlement Agreement and the Trust 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 execute this Settlement Agreement:

(a) ratification and approval of the terms of this Settlement Agreement and the Trust Agreement by the First Nation in accordance with Article 6.0;

(b) the issuance and delivery to Canada of an executed Band Council Resolution substantially in the form attached as Schedule 6 agreeing to and approving 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 execute this Settlement Agreement;

(e) funds for the payment of the Compensation have been approved and appropriated for that purpose by Canada;

(f) the Trust Agreement has been executed by the authorized signatories, the Trust Account has been opened, and the information and Direction to Pay



required by Canada to deposit moneys into the Trust Account has been provided to Canada by the First Nation, and other forms as required;

- (g) receipt by Canada of the Band Council Resolution for Payment and the Direction to Pay substantially in the form attached as Schedule 3;
- (h) receipt by Canada of a Solicitor's Certificate of Independent Legal Advice from the First Nation's legal counsel, dated on or after the date of execution of this Settlement Agreement by the First Nation, attached as Schedule 4; and
- (i) receipt by Canada of a Financial Advisor's Certificate of Independent Financial Advice from the First Nation's financial advisor dated on or after the date of execution of this Settlement Agreement by the First Nation, attached as Schedule 5.

8.0 EXECUTION

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

- (a) it intends to use the Compensation Balance for the long-term use and benefit of the First Nation and its Members and shall take such actions as it deems necessary or advisable to give effect to that intent;
- (b) it has held an Information Meeting for Members for the purposes of explaining the terms and conditions of this Settlement Agreement and the Trust Agreement and the deposit of the Compensation Balance into the Trust Account;

- (c) it has retained independent legal counsel who is qualified to practice law in the Province of Alberta to advise it in respect of the legal nature and effect of this Settlement Agreement and the Trust Agreement;
- (d) it has retained a qualified financial advisor independent from Canada to provide financial advice to the First Nation in respect of this Settlement Agreement and the Trust Agreement;
- (e) its legal counsel has fully explained to the Council and to the Members present at the Information Meeting the legal nature and effect of this Settlement Agreement and the Trust Agreement, as well as their implementation, including without limitation, the deposit by Canada of the Compensation Balance into the Trust Account in accordance with Article 2.0 rather than into an account managed by the Department for the First Nation in accordance with the *Indian Act* as confirmed by the Solicitor's Certificate of Independent Legal Advice attached to this Settlement Agreement as Schedule 4;
- (f) its financial advisor has provided to the Council and to the Members present at the Information Meeting where the financial advisor was present, independent financial advice with respect to the Trust Agreement, the management and administration of the Compensation Balance, and the deposit of the Compensation Balance into the Trust Account in accordance with Article 2.0 rather than into an account managed by the Department for the First Nation in accordance with the *Indian Act* as confirmed by the Financial Advisor's Certificate of Independent Financial Advice attached to this Settlement Agreement as Schedule 5;
- (g) Canada has not advised the First Nation with respect to the placement or management of the Compensation Balance or the structure, terms, management or operation of the Trust Account or Trust Agreement, 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
- (h) 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.

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 Members to be eligible to apply for, or to continue or have access to funding for programs and services offered by Canada as if this Settlement Agreement had not been executed, in accordance with the criteria established from time to time for the application of such 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.

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 by the Senior Assistant Deputy Minister, Treaties and Aboriginal Government on behalf of Canada, 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:

Senior Assistant Deputy Minister
Treaties and Aboriginal Government
Department of Indigenous and Northern Affairs Canada
Les Terrasses de la Chaudière
10 Wellington Street
GATINEAU QC K1A 0H4

to the First Nation:

Chief and Council
Little Red River Cree Nation
John D'or Prairie, Alberta
Box 30 T0H 3X0

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 Words importing male persons include female persons and corporations.
- 15.7 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.
- 15.8 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.
- 15.9 This Settlement Agreement shall be governed by the applicable laws of Alberta and Canada.
- 15.10 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.
- 15.11 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.
- 15.12 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.
- 15.13 Subject to the terms and provisions herein, this Settlement Agreement may be executed in counterpart.



IN WITNESS WHEREOF the Minister of Indian Affairs and Northern Development, 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 Conroy Sewepagaham

Per: _____
Councillor Keith Alook

Per: _____
Councillor Delmer D'or

Per: _____
Councillor Henry Grandjambe

Per: _____
Councillor John Laboucan

Per: _____
Councillor Leslie Laboucan

Per: _____
Councillor Steve Ribbonleg

Per: _____
Councillor Alfred Seeseequon

Per: _____
Councillor Soloman St. Arnault

Per: _____
Councillor Carmen St. Arnault-Alook

Per: _____
Councillor Willard Tallcree

LITTLE RED RIVER CREE NATION
TREATY 8 AGRICULTURAL BENEFITS SPECIFIC CLAIM

SETTLEMENT AGREEMENT

SCHEDULE 1
BALLOT QUESTION

As a Voter of the First Nation, do you:

- a) **agree to and approve** to all of the terms and conditions of the Little Red River Cree Nation Treaty 8 Agricultural Benefits Specific Claim Settlement Agreement, which settles and releases the Claim, and the Little Red River Cree Nation Sovereign Wealth Fund;

and

- b) **authorize and direct** the Council of the First Nation to execute all documents and do everything necessary to give effect to the Little Red River Cree Nation Treaty 8 Agricultural Benefits Specific Claim Settlement Agreement and the Trust Agreement?

YES

NO

Mark this Ballot by placing an "X", check mark or other mark, under the word "YES" or "NO" within the appropriate box, clearly indicating your response to the question asked, but without identifying yourself.

**LITTLE RED RIVER CREE NATION
TREATY 8 AGRICULTURAL BENEFITS SPECIFIC CLAIM**

SETTLEMENT AGREEMENT

**SCHEDULE 2
VOTING GUIDELINES**

1.0 TITLE, APPLICATION, AND DEFINITIONS

1.1 This document shall be referred to as the *Little Red River Cree Nation Treaty 8 Agricultural Benefits Voting Guidelines* (the "Guidelines").

1.2 In these Guidelines:

- a) "**Advance Poll**" means a vote by the Voters conducted in accordance with Section 9.0 and held at least 1 day prior to the date of the Ratification Vote;
- b) "**Assistant Ratification Officer**" means a person or persons appointed by an Ratification Officer for the purposes of a Ratification Vote;
- c) "**Band Council Resolution**" means a written resolution passed at a duly convened meeting of the Council and signed by at least a quorum of the Council;
- d) "**Council**" means the duly elected Chief and Council of the Little Red River Cree Nation;
- e) "**Electronic Voting**" means voting via a website in accordance with these Guidelines;
- f) "**Little Red River Cree Nation**" means the Little Red River Cree Nation, which is a "band" within the meaning of the *Indian Act*;
- g) "**Notice of Ratification Vote**" means the document posted by the Ratification Officer in accordance with Section 4.0 of these Guidelines;
- h) "**Quorum of Voters**" means at least 50% of all eligible Voters cast ballots in that Ratification Vote;
- i) "**Ratification Officer**" means the person appointed by Council to exercise the authority contained within these Guidelines in conducting a Ratification Vote pursuant to these Guidelines;

- j) **“Ratification Vote”** means a vote of the Voters of the Little Red River Cree Nation held in accordance with these Guidelines for the purpose of determining whether the Voters are in favour of the Little Red River Cree Nation Treaty 8 Agricultural Benefits Specific Claim Settlement Agreement and Trust Agreement;
- k) **“Review Panel”** means the panel of persons appointed by Band Council Resolution in accordance with Section 13.5 – 13.7 of these Guidelines;
- l) **“Voter”** means a person whose name appears on the Little Red River Cree Nation Band List and is 18 years of age or older on the date the Ratification Vote is to be held or a person who otherwise meets the definition of a Voter pursuant to any applicable code or bylaw enacted by Little Red River from time to time; and
- m) **“Voters List”** means the list of Little Red River Cree Nation members eligible to vote in the Ratification Vote.

1.3 Any defined terms used in the Voting Guidelines shall be the same as in the Settlement Agreement, unless otherwise defined herein.

1.4 Where there is a reference to a number of days between two events, in calculating that number of days, the day on which the first event happens is excluded and the day on which the second event happens is included.

2.0 CALLING A RATIFICATION VOTE AND APPOINTING RATIFICATION OFFICER

2.1 Council shall, by Band Council Resolution:

- a) appoint a person who is to serve as the Ratification Officer for the purpose of carrying out a Ratification Vote on the Ballot Question; and
- b) set the date(s) for the Ratification Vote and approve the posting of the Notice of Ratification Vote.

2.2 The Ratification Officer is responsible for overseeing the conduct of the Ratification Vote in accordance with these Guidelines and has all the powers necessary to carry out that responsibility.

2.3 The Ratification Officer shall not be a member of the Little Red River Cree Nation or eligible to vote in the Ratification Vote.

2.4 The Ratification Officer may appoint one or more Assistant Ratification Officers and may delegate any of the duties of the Ratification Officer as set out in these Guidelines, except the following:

- a) the initialing of the ballots; and
- b) the verification of the results of the Ratification Vote.

2.5 If, at any time, the Ratification Officer is unable to perform his or her duties, Council shall, by Band Council Resolution, appoint an acting Ratification Officer.

3.0 VOTERS LIST

3.1 At least 37 days before the date of the Ratification Vote, the Little Red River Cree Nation membership department shall provide the Ratification Officer with a Voters List.

3.2 The Voters List shall set out the following:

- a) the names of all Voters, in alphabetical order;
- b) the Certificate of Indian Status Registry number of each Voter, or if the Voter does not have an Indian Status Registry number, the date of birth of the Voter; and
- c) the last known address of the Voter.

3.3 On request, the Ratification Officer shall confirm whether the name of a person is on the Voters List.

3.4 The Ratification Officer may revise the Voters List where it is demonstrated that:

- a) the name of a Voter has been omitted from the Voters List;
- b) the name of a Voter is incorrectly set out in the Voters List; or
- c) the name of a Voter not qualified to vote is included in the Voters List.

3.5 For the purposes of Section 3.4, a person may demonstrate:

- a) that the name of a person has been omitted from, or incorrectly set out in, the Voters List by presenting to the Ratification Officer evidence that the person is a Voter; or
- b) that the name of a person not qualified to vote has been included in the Voters List by presenting to the Ratification Officer evidence that that person is not a Voter.

4.0 NOTICE OF RATIFICATION VOTE

- 4.1 At least 30 days before the date of the Ratification Vote, the Ratification Officer shall post the Notice of Ratification Vote and the Voters List in at least one public area within the Little Red River Cree Nation.
- 4.2 The Ratification Officer may post the Notice of Ratification Vote at any other physical public spaces or on the internet as the Ratification Officer deems appropriate.
- 4.3 The Notice of Ratification Vote shall contain:
- a) the Ballot Question to be submitted to the Voters;
 - b) the date or dates on which the Ratification Vote will be held;
 - c) the location of each polling station and the hours that it will be open for voting;
 - d) information on alternative options for voting including Advance Polls or Electronic Voting, if available;
 - e) instructions for obtaining a copy of an information package;
 - f) the dates, times, and locations of any Information Meetings; and
 - g) contact information for the Ratification Officer.

5.0 INFORMATION PACKAGES

- 5.1 Information packages will include:
- a) a summary of the factual and procedural history of the Claim;
 - b) copies of the Settlement Agreement and Trust Agreement and summaries of both; and
 - c) answers to Frequently Asked Questions.

6.0 INFORMATION MEETINGS

- 6.1 Before the day on which a Ratification Vote is to be held, the Ratification Officer shall ensure that at least one Information Meeting has been held to provide Voters with information regarding the subject matter of the Ratification Vote.



- 6.2 Council will set the date, time, and place of the Information Meeting(s).
- 6.3 Information Meeting(s) may be held on or before the dates of Advance Polls.
- 6.4 Information Meeting(s) will be open to all Members and will be attended by Council, legal counsel, and the financial advisor.

7.0 PREPARATION FOR RATIFICATION VOTE

- 7.1 Prior to the date of Ratification Vote and any Advance Poll(s), if applicable, the Ratification Officer shall:
- a) prepare sufficient ballots, initialed on the back by the Ratification Officer, stating the question or questions to be submitted to the Voters;
 - b) procure a sufficient number of ballot boxes;
 - c) ensure that ballot papers and a sufficient number of lead pencils for marking the ballot papers are available to the Voters; and
 - d) Prepare for Electronic Voting, if available, in accordance with Section 8.

8.0 ELECTRONIC VOTING

- 8.1 Council may determine that Electronic Voting shall be available to Voters.
- 8.2 If Electronic Voting is used in the Ratification Vote, the Ratification Officer shall ensure that:
- a) any information regarding Electronic Voting, including information respecting the duration of the voting period, is provided in the Notice of Ratification Vote;
 - b) a secure Electronic Voting platform is available to Voters;
 - c) individual Electronic Voting results will remain secret at all times and individual Voters' choices shall be protected in such a way to ensure voter anonymity;
 - d) once an Voter has voted by Electronic Voting, the Voter will be restricted from voting again;
 - e) the Ratification Officer can confirm that the person voting is a Voter;
 - f) the Ratification Officer has the date and time that each Electronic Vote was received;



- g) electronic Voting will end on the day prior to the Ratification Vote; and
- h) immediately upon the closing of the poll, the Ratification Officer will be provided with a summary of the Electronic Voting results.

9.0 ADVANCE POLLS

- 9.1 The Ratification Officer or the Assistant Ratification Officer shall establish an advance polling station or stations at such locations directed by Council.
- 9.2 The final Advance Poll shall be held at least 1 day prior to the date on which the Ratification Vote is to be held.
- 9.3 The Advance Poll(s) shall be kept open from _____ until _____, local time, unless otherwise directed by Council.
- 9.4 The Advance Poll(s) shall be conducted in the same manner as the Ratification Vote.
- 9.5 The Ratification Officer or the Assistant Ratification Officer shall use a separate ballot box for the Advance Poll(s).
- 9.6 Immediately after the close of each Advance Poll, the Ratification Officer or the Assistant Ratification Officer shall properly seal the ballot box and place his or her signature on the seal in front of a witness.
- 9.7 The Ratification Officer will retain custody of all ballot boxes and ensure that the ballot boxes remain sealed and are not opened until the counting of the ballots after the close of the vote on the date of the Ratification Vote.

10.0 VOTING AT POLLING STATIONS

- 10.1 The Ratification Officer shall establish at least one polling station on the Little Red River Cree Nation on the date on which the Ratification Vote is to be held.
- 10.2 The Ratification Officer shall provide a compartment at each polling place where the Voter can mark his or her ballot paper free from observation.
- 10.3 The Ratification Officer shall, immediately before the opening of the poll, open the ballot box and call upon such persons who may be present to witness that it is empty and shall then lock and properly seal the box and place it in view for the reception of the ballots.
- 10.4 Polling stations shall be kept open from _____ until _____, local time, on the date of the Ratification Vote unless otherwise directed by Band Council

Resolution.

- 10.5 A Voter who is inside a polling station at the time that the polling station is to close is entitled to vote.
- 10.6 When a person attends at a polling station for the purpose of voting, the Ratification Officer shall:
- a) ensure the person's name is set out in the Voters List;
 - b) ensure the person has not already voted by way of Advance Poll or Electronic Voting;
 - c) provide the Voter with a ballot;
 - d) mark the Voter's name on the Voters List as having been provided with a ballot; and
 - e) explain the mode of voting upon request by the Voter.
- 10.7 On the application of a Voter who is not able to read, or is physically incapable, the Ratification Officer or a person designated by the Ratification Officer shall assist that Voter by marking his or her ballot paper in the manner directed by the Voter and shall place the ballot paper in the ballot box.
- 10.8 The Ratification Officer shall make an entry on the Voters List opposite the name of the Voter that the ballot paper was marked by another person at the request of the Voter and the reasons therefor.
- 10.9 Except as provided in Section 10.7, every Voter receiving a ballot paper shall:
- a) proceed immediately to the unoccupied compartment provided for marking the ballot paper;
 - b) mark the ballot clearly indicating the Voter's response to the question or questions stated on the ballot;
 - c) fold the ballot in a manner that conceals the question or questions and any marks, but exposes the initials on the back; and
 - d) immediately deliver the ballot to the Ratification Officer for deposit in the ballot box.
- 10.10 A Voter who receives a soiled or improperly printed ballot paper, or inadvertently spoils his or her ballot paper in marking it, shall, upon returning the ballot paper to the Ratification Officer, be entitled to another ballot paper.

10.11 A Voter who has received a ballot paper and

- a) leaves the compartment for marking ballot papers without delivering the same to the Ratification Officer or the Assistant Ratification Officer in the manner provided, or
- b) refuses to vote,

shall forfeit his or her right to vote on the Ratification Vote and the Ratification Officer, or a person designated by the Ratification Officer shall make an entry on the Voters List opposite the name of the Voter that the Voter did not return the ballot paper or refused to vote as the case may be.

10.12 The Ratification Officer shall maintain peace and good order during the voting.

10.13 Whenever the Ratification Officer does not understand the language spoken by a Voter, he or she shall enlist the aid of an interpreter to communicate with respect to all matters required to enable that Voter to vote.

10.14 No person shall:

- a) interfere or attempt to interfere with a Voter when marking his or her ballot paper;
- b) obtain or attempt to obtain information at the polling place as to how a Voter is about to vote or has voted;
- c) mark a ballot that identifies the Voter; or
- d) attempt to vote more than once.

11.0 COUNTING OF VOTES

11.1 As soon as is practicable after the close of the polls, the Ratification Officer shall, in the presence of an Assistant Ratification Officer, if appointed, and any members of Council who are present, open all ballot boxes, including the Advance Poll ballot boxes, and perform the following:

- a) examine the ballot papers;
- b) set aside any ballot that does not have the initials of the Ratification Officer on the back;
- c) reject all ballot papers

- i. that have been marked incorrectly, or
 - ii. upon which anything appears by which a Voter can be identified;
 - d) count the votes given in favour of and against the Ballot Questions submitted in the Ratification Vote; and
 - e) prepare and sign a written statement outlining the number of votes so given and of the number of ballot papers rejected.
- 11.2 A ballot set aside under Section 11.1(b) is void and shall not be counted as a vote cast.
- 11.3 Within 2 days of the date of the Ratification Vote, the Ratification Officer shall complete, sign under oath, and deliver to Council 3 signed originals of a report containing the following information:
- a) the number of Voters who were entitled to vote;
 - b) the number of Voters who voted;
 - c) the number of votes cast in favour of the ballot question submitted in the Ratification Vote;
 - d) the number of votes cast against the ballot question submitted in the Ratification Vote; and
 - e) the number of rejected ballots.
- 11.4 Unless otherwise directed by Band Council Resolution, the Ballot Question will be assented to in the Ratification Vote when:
- a) a Quorum of Voters cast ballots in the Ratification Vote; and
 - b) a majority (50% plus 1) of the ballots cast by the Voters under these Guidelines are in favour of the Ballot Question.
- 11.5 The Ratification Officer shall deposit the ballots used in the Ratification Vote in a sealed envelope, affix his or her signature on the seal, and retain them.
- 11.6 If no review has been requested within 60 days after the Ratification Vote, the Ratification Officer shall destroy the ballots.
- 11.7 Notwithstanding the procedure prescribed for manual counting of ballots in these Guidelines, a Ratification Vote may be conducted with automatic or electronic equipment.



12.0 SECOND RATIFICATION VOTE

- 12.1 If, at a Ratification Vote a majority (over 50%) of the Voters do not vote, but a majority (over 50%) of the votes cast are in favour of the Settlement Agreement and the Trust Agreement, Council may request, in accordance with Article 6.0 of the Settlement Agreement, that a second Ratification Vote be conducted at which the same Ballot Question shall be submitted to the Voters.
- 12.2 The Notice of the second Ratification Vote shall be made in the same manner as the first Ratification Vote in accordance with Section 4.0 with at least 14 days' notice before the day on which the second Ratification Vote is to be held.
- 12.3 If Information Meetings are to be held prior to the second Ratification Vote, the Notice of the second Ratification Vote shall set out the date, time and location of the Information Meetings.
- 12.4 Where a second Ratification Vote is called pursuant to Section 12.1, the Settlement Agreement and Trust Agreement is assented to in the second Ratification Vote if:
- a) a minimum of 25% plus 1 of all Voters cast ballots in the second Ratification Vote; and
 - b) a majority (50% plus 1) of the ballots cast by the Voters in the second Ratification Vote are in favour of the Ballot Question.
- 12.5 If the Ballot Question is not approved in accordance with Section 12.5, the Settlement Agreement and Trust Agreement shall not be executed or implemented on behalf of Little Red River Cree Nation, and shall be of no force and effect.

13.0 REVIEW PROCEDURE

- 13.1 A Voter may, in the manner set out in Section 13.2, request a review of the Ratification Vote where the Voter believes that there was a material contravention of these Guidelines or evidence of a corrupt voting practice, that, in either case, may have affected the results of the Ratification Vote.
- 13.2 A request for a review of a Ratification Vote shall be made by a Voter by providing a written request containing the following information to Council within 7 days of the date of the Ratification Vote:
- a) the name, address, and telephone number of the Voter requesting a review;

- b) the grounds upon which the request for review is made;
 - c) sworn evidence and other materials which will be relied upon;
 - d) a description of the relief requested;
 - e) a signature witnessed by a person who is at least 18 years of age; and
 - f) a \$5,000 deposit, to be refunded immediately with costs of up to \$5,000 if the Review Panel decides in favour of the applicant.
- 13.3 Within 5 days after the receipt of a request for a review of a Ratification Vote, the Council shall advise the Ratification Officer who conducted the Ratification Vote of the request and shall provide the Ratification Officer with a copy of the request for review.
- 13.4 Within 10 days of being advised of the Ratification Vote review, the Ratification Officer who conducted the Ratification Vote shall provide a sworn declaration responding to the grounds stated in the request.
- 13.5 Prior to the Ratification Officer posting the Notice of Ratification Vote, Council shall by Band Council Resolution appoint a Review Panel consisting of 5 Little Red River Cree Nation members, at least 2 of whom must be elders.
- 13.6 Members of the Review Panel cannot:
- a) be an employee of the Little Red River Cree Nation;
 - b) have been convicted of a criminal offence for theft, fraud, bribery, or breach of trust;
 - c) be an immediate family member of the person requesting a review of the Ratification Vote; or
 - d) be a person who might reasonably be considered to have a bias or conflict in connection with the review of the Ratification Vote.
- 13.7 If a member of the Review Panel is disqualified for any of the grounds stated in Section 13.6, the Council may appoint a replacement by Band Council Resolution.
- 13.8 The Review Panel has the authority under these Guidelines to determine whether the evidence and information provided:
- a) does not support the grounds for review in accordance with Section 13.1 and dismiss the review, or



b) supports the grounds for review in accordance with Section 13.1, and may order that a new Ratification Vote be conducted.

13.9 The decision of the Review Panel will be in writing and will be provided to all parties to the review.

13.10 The decision of the Review Panel is final and not subject to review.

14.0 AMENDMENTS

14.1 These Guidelines may be amended by Band Council Resolution.



**LITTLE RED RIVER CREE NATION
TREATY 8 AGRICULTURAL BENEFITS SPECIFIC CLAIM**

SETTLEMENT AGREEMENT

SCHEDULE 3

FORM OF BAND COUNCIL RESOLUTION FOR PAYMENT & DIRECTION TO PAY

The Little Red River Cree Nation hereby authorizes and directs Canada to pay the Compensation Balance set out in Article 2.0 of the Settlement Agreement in accordance with the Direction to Pay attached hereto.

The Little Red River Cree Nation, by its Chief and Council:

EXAMPLE ONLY – DO NOT SIGN
Chief _____ DATE _____

EXAMPLE ONLY – DO NOT SIGN
Councillor _____ DATE _____

EXAMPLE ONLY – DO NOT SIGN
Councillor _____ DATE _____

EXAMPLE ONLY – DO NOT SIGN
Councillor _____ DATE _____

EXAMPLE ONLY – DO NOT SIGN
Councillor _____ DATE _____

EXAMPLE ONLY – DO NOT SIGN
Councillor _____ DATE _____



DIRECTION TO PAY

TO CANADA:

Pursuant to the terms of the Settlement Agreement, the First Nation hereby directs Canada to pay any and all amounts owing to the Little Red River Cree Nation under the Settlement Agreement as follows:

NAME OF FINANCIAL INSTITUTION: EXAMPLE ONLY – DO NOT COMPLETE

ADDRESS OF FINANCIAL INSTITUTION: EXAMPLE ONLY – DO NOT COMPLETE

NAME OF ACCOUNT HOLDER: EXAMPLE ONLY – DO NOT COMPLETE

TRANSIT NUMBER OF FINANCIAL INSTITUTION: EXAMPLE ONLY – DO NOT COMPLETE

ACCOUNT NUMBER: EXAMPLE ONLY – DO NOT COMPLETE

AND THIS SHALL BE YOUR CLEAR AND IRREVOCABLE DIRECTION TO PAY.

The First Nation, by its Council:

EXAMPLE ONLY – DO NOT SIGN
Chief _____ DATE _____

EXAMPLE ONLY – DO NOT SIGN
Councillor _____ DATE _____

EXAMPLE ONLY – DO NOT SIGN
Councillor _____ DATE _____

EXAMPLE ONLY – DO NOT SIGN
Councillor _____ DATE _____

EXAMPLE ONLY – DO NOT SIGN
Councillor _____ DATE _____

Handwritten initials/signature

**LITTLE RED RIVER CREE NATION
TREATY 8 AGRICULTURAL BENEFITS SPECIFIC CLAIM**

SETTLEMENT AGREEMENT

**SCHEDULE 4
SOLICITOR'S CERTIFICATE OF INDEPENDENT LEGAL ADVICE**

I, Ron S. Maurice, and I, Steven W. Carey, each of the City of Calgary, in the Province of Alberta, Barrister & Solicitor, do hereby certify:

1. THAT I am a member in good standing of the Law Society of Alberta, and I am qualified to practice law in the Province of Alberta;

2. THAT I was retained in my professional capacity as legal counsel by Band Council Resolution to provide independent legal advice to the First Nation with respect to the Claim, including the terms of settlement of the Claim and the preparation, execution and implementation of the Little Red River Cree Nation Treaty 8 Agricultural Benefits Specific Claim Settlement Agreement (the "Settlement Agreement"), as executed by the First Nation on the ____ day of _____, 2018, and the Trust Agreement;

3. THAT I have advised the Council as to the legal nature and effect upon the First Nation and its Members of the Settlement Agreement and the Trust Agreement, and the implementation of the Settlement Agreement and Trust Agreement, including, without limitation, the legal implications arising from the management, disbursement and use of the Compensation Balance where the deposit of the Compensation Balance is into the Trust Account rather than into an account managed by the Department for the First Nation in accordance with the *Indian Act* and, where applicable, the potential rates of return and associated investment risks (the "Legal Issues").

4. THAT I was present at the following Information Meeting(s) called for the purpose of explaining to the Members the Settlement Agreement and the Trust Agreement:

Location of Meeting(s):

Date(s) and Time(s):

5. THAT I made a presentation at the Information Meeting(s), to the Members then present, regarding the Legal Issues and answered any relevant legal questions raised at the Information Meeting(s) to the best of my professional ability.



6. THAT I was also available, as needed, to answer Members' questions, including any Members that were not in attendance at the Information Meeting, about the Legal Issues.

Witness' Signature: _____)

Name of Witness: _____)

Address: _____)

Date: _____)

Ron S. Maurice
Barrister and Solicitor

Steven W. Carey
Barrister and Solicitor



**LITTLE RED RIVER CREE NATION
TREATY 8 AGRICULTURAL BENEFITS SPECIFIC CLAIM**

SETTLEMENT AGREEMENT

**SCHEDULE 5
FINANCIAL ADVISOR'S CERTIFICATE OF INDEPENDENT FINANCIAL ADVICE**

I Mark F. Williams, of the City of Calgary, of the Province of Alberta, do hereby certify:

1. THAT I am a CFA® Charterholder.

2. THAT I was retained in my professional capacity by Band Council Resolution of the elected Chief and Council to provide independent financial advice to the First Nation with respect to the terms of the Little Red River Cree Nation Treaty 8 Agricultural Benefits Specific Claim Settlement Agreement (the "Settlement Agreement") and the Trust Agreement, including dealing with the deposit of the Compensation Balance and the subsequent safe custody, preservation of capital, management, investment, disbursement and use of the Compensation Balance.

3. THAT I have provided independent financial advice to the Council with respect to the financial aspects of the Settlement Agreement and the Trust Agreement, including, without limitation, the financial considerations for the First Nation and its Members arising in relation to the implementation of the Settlement Agreement and the Trust Agreement, the management, disbursement and use of the Compensation Balance, the deposit of the Compensation Balance into the Trust Account rather than into an account managed by the Department for the First Nation in accordance with the *Indian Act* and, where applicable, the potential rates of return and associated investment risks (the "Financial Issues").

4. THAT I was present at the following Information Meeting(s) called for the purpose of explaining to the Members the Settlement Agreement and the Trust Agreement:

Location of Meeting(s):

Date(s) and Time(s):

5. THAT I made a presentation at the Information Meeting(s), to the Members then present, regarding the Financial Issues and answered any relevant financial questions raised at the Information Meeting to the best of my professional ability.



6. THAT I was also available, as needed, to answer questions that Members had, including any Members that were not in attendance at the Information Meeting, about the Financial Issues and did so to the best of my professional ability.

Witness' Signature: _____)
Name of Witness: _____)
Address: _____)
Date: _____)

Mark F. Williams, CFA

**LITTLE RED RIVER CREE NATION
TREATY 8 AGRICULTURAL BENEFITS SPECIFIC CLAIM**

SETTLEMENT AGREEMENT

**SCHEDULE 6
FORM OF BAND COUNCIL RESOLUTION**

WHEREAS:

1. The Little Red River Cree Nation wishes to enter into the Treaty 8 Agricultural Benefits Specific Claim Settlement Agreement (the "Settlement Agreement") with Her Majesty the Queen in Right of Canada.
2. The Chief and Council of the Little Red River Cree Nation has held an Information Meeting for its Members on (date, time and location) to explain the terms and conditions of the proposed Settlement Agreement, and the Trust Agreement.
3. Legal counsel for the Little Red River Cree Nation explained the legal nature and effect of entering into the Settlement Agreement and the Trust Agreement to the Council and to the Members present at the Information Meeting.
4. A financial advisor for the First Nation provided independent financial advice in respect of the financial aspects of the Settlement Agreement and the Trust Agreement to the Council and to the Members present at the Information Meeting.
5. Pursuant to Section X of the Voting Guidelines, the Ratification Officer has provided to the First Nation a formal copy of its Report, a copy of which is attached hereto; and

[If ratification was successful after first vote, include]:

6. A Ratification Vote conducted in accordance with the Settlement Agreement's Voting Guidelines was held wherein _____ Voters voted, representing (insert percentage of the total number of Voters that is at least 50% plus one of the Voters) ____% of the total number of Voters, and of those who voted, _____ Voters voted in favour of the Settlement Agreement and the Trust Agreement, representing the majority of those who voted.

[If ratification threshold was successful after second vote, include]:

6. A Ratification Vote conducted in accordance with the Settlement Agreement's Voting Guidelines was held wherein (insert number) Voters voted, representing



(insert percentage of the total number of Voters that is at least 25% plus one of the Voters) ___% of the total number of Voters, and of those who voted, (insert number) Voters voted in favour of the Settlement Agreement and the Trust Agreement, representing the majority of those who voted.

BE IT RESOLVED:

1. THAT the Little Red River Cree Nation hereby agrees to and approves the terms and conditions of the Settlement Agreement initialed by the Parties, which settles the Little Red River Cree Nation Treaty 8 Agricultural Benefits Specific Claim as defined in the Settlement Agreement and Trust Agreement; and
2. THAT the Chief and Council hereby agrees to execute the Settlement Agreement and the Trust Agreement on behalf of the Little Red River Cree Nation.

The First Nation, by its Chief and Council:

EXAMPLE ONLY – DO NOT SIGN
Chief _____ DATE _____

EXAMPLE ONLY – DO NOT SIGN
Councillor _____ DATE _____

EXAMPLE ONLY – DO NOT SIGN
Councillor _____ DATE _____

EXAMPLE ONLY – DO NOT SIGN
Councillor _____ DATE _____

EXAMPLE ONLY – DO NOT SIGN
Councillor _____ DATE _____

