

**THE COTE, KEY AND KEESEEKOSE FIRST NATIONS
PELLY HAYLANDS SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT dated for reference, October 4, 2005

BETWEEN:

THE COTE, KEY, AND KEESEEKOSE FIRST NATIONS as
represented by their duly elected Councils

(hereinafter called the "First Nations")

AND:

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

(hereinafter called "Canada")

WHEREAS:

In 1997, the First Nations submitted a Claim to Canada under Canada's Specific Claims Policy relating to the alienation of a tract of land known as the Pelly Haylands. The First Nations alleged that:

- (a) the Pelly Haylands was set apart in 1891 for them as a reserve as defined in the *Indian Act* and confirmed as such by Order in Council No. 754 in 1893;
- (b) the Pelly Haylands was alienated in 1899 and 1905 without a surrender as required by the *Indian Act*;
- (c) the Pelly Haylands remains a reserve since it was not validly surrendered by the First Nations for whom it was set aside.

Canada has accepted this claim for negotiation pursuant to the Specific Claims Policy on the basis that Canada breached a lawful obligation to the First Nations by alienating

the Pelly Haylands Reserve in 1899 and 1905 without a surrender as required by the *Indian Act*. The Haylands had been set aside for the use and benefit of the Indians of the Fort Pelly District by virtue of the 1893 Order in Council.

Canada and the First Nations have negotiated the settlement set out in this Settlement Agreement in order to settle the First Nation's Claim against Canada pursuant to the Specific Claims Policy.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS SETTLEMENT AGREEMENT THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1

DEFINITIONS AND SCHEDULES

1.1 In this Settlement Agreement:

- (a) **"Acquired Lands"** means those lands referred to in Article 4.1 of the Settlement Agreement;
- (b) **"Additions to Reserves Policy"** means the policy and procedural guidelines set out in the *Land Management and Procedures Manual* of the Department as amended or replaced from time to time or any successor policies dealing with the creation of new reserves up to the date of the setting aside of the lands as reserve;
- (c) **"Article"** means an article of this Settlement Agreement;
- (d) **"Ballot Question"** means the question asked of the Eligible Voters in a Ratification Vote substantially as set out in Schedule "1";
- (e) **"Band Council Resolution"** means, in respect of a First Nation, a duly signed written resolution of the Council adopted at a duly convened meeting;
- (f) **"Band List"** means, in respect of a First Nation, the band list for the First Nation within the meaning of the *Indian Act*;
- (g) **"Canada"** means Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development;
- (h) **"Claim"** means all facts, matters and issues related to or arising or resulting from:

- (I) the alienation by Canada in 1899 and 1905 of 12,800 acres of reserve land (the "Pelly Haylands") without obtaining a valid surrender from the First Nations as required under the *Indian Act*;
 - (ii) any and all claims, damages, and losses of any kind to the First Nations and their Members resulting from or in any way related to the Claim; and
 - (iii) any other matter giving rise to or forming the subject matter of the Claim as it relates to those aspects of Federal Court Action No. T-750-05 pertaining to the Claim.
- (l) "**Compensation**" means the sum to be paid by Canada to the First Nations as set out in Article 2;
 - (j) "**Council**" means the Council of each First Nation, which is a "council of the band" within the meaning of the *Indian Act* and "Councillor" means a member of the Council;
 - (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) "**Effective Date**" means the date established pursuant to Article 8;
 - (m) "**Eligible Voter**" means a Member from one of the three First Nations who is 18 years of age or older on the Voting Day and who is also an "Elector" as that word is used in the *Indian Act* and the *Indian Referendum Regulations*;
 - (n) "**Financial Institution**" means any bank, trust company or credit union that is a member institution for which the Canada Deposit Insurance Corporation has a duty to insure deposits pursuant to the *Canada Deposit Insurance Corporation Act*, R.S.C. 1985, c. C-3;
 - (o) "**First Nations**" mean the Cote, Key and Keeseekoose First Nations which are "bands" composed collectively of their members listed from time to time on their respective "Band Lists";
 - (p) "**Indian Act**" means the *Indian Act*, R.S.C. 1985, c.I - 5; and its regulations as amended or replaced from time to time;
 - (q) "**Indian Referendum Regulations**" means the *Indian Referendum Regulations*, C.R.C. 1978, c.957, as am. SOR/94-369, Sched. II;

SOR/2000-392;

- ®) **“Information Meeting”** means a meeting held pursuant to section 4.3 of the *Indian Referendum Regulations*;
- (s) **“Member”** means, in respect of a First Nation, a person whose name appears on the Band List for the First Nation on the Voting Day;
- (t) **“Minister”** means the Minister of Indian Affairs and Northern Development or the Minister’s duly authorized representative;
- (u) **“Municipal Taxes”** means all applicable taxes levied by a rural municipality (as defined by the *Rural Municipality Act*, 1989, S.S. 1989-90, c. R-261) for municipal purposes (which, for greater certainty and without limitation, excludes School Taxes and any taxes collected by a rural municipality not for the use and benefit of the municipality) in respect of land, improvements and businesses within the rural municipality, grants-in-lieu of taxes paid to rural municipalities pursuant to federal or provincial government policy, or taxes for municipal purposes levied by the rural municipality upon occupants of such lands in respect of such occupation;
- (v) **“Negotiation Costs”** means the sum to be paid by Canada to the First Nation as set out in Article 2;
- (w) **“Parties”** means the First Nation and Canada;
- (x) **“Ratification Vote”** means a vote on the Ballot Question, conducted in accordance with the *Indian Referendum Regulations*;
- (y) **“School Taxes”** means all taxes levied by a school division (as defined by the *Education Act*, 1995, S.S. 1995, c.E-0.2) for education purposes (which for greater certainty and without limitation excludes Municipal Taxes) in respect of land, improvements and businesses and includes business taxes referred to in section 291 of the *Education Act*, 1995, S.S. 1995, c.E-0.2, grants-in-lieu of taxes paid pursuant to federal or provincial government policy or taxes for educational purposes levied by a school division upon the occupants of land in respect of such occupation;
- (z) **“Settlement Agreement”** means this settlement agreement including Schedules 1-5;
- (aa) **“Specific Claims Policy”** means Canada’s policy on specific claims as set out in the government of Canada 1982 publication entitled “Outstanding Business, A Native Claims Policy” as amended from time to time;

- (bb) **“Surrendered Lands”** means those lands described in Articles 3.1 and 3.2;
 - (cc) **“Toxic Substance”** means a toxic substance as defined under the *Canadian Environmental Protection Act*, R.S.C. 1999, C-33 as amended and its regulations as amended from time to time;
 - (dd) **“Trust Account”** means an account opened at a Financial Institution by the Trustees in trust for the First Nation in accordance with the Trust Agreement;
 - (ee) **“Trust Agreement”** means the trust agreement between the First Nation, the Trustee and the Financial Institution voted upon in a Ratification Vote pursuant to Article 9;
 - (ff) **“Trustee”** means a person, persons or a trust company identified as a trustee in the Trust Agreement;
 - (gg) **“Voting Day”** means the day set aside under the *Indian Referendum Regulations* for the Ratification Vote of each First Nation.
- 1.2 Except as otherwise defined in this Settlement Agreement, any words used in this Settlement Agreement which 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 this Settlement Agreement:
- Schedule “1A”, “1B” and “1C” - Ballot Questions
 - Schedules “2”, “3” and “4” - Solicitors' Certificates
 - Schedule “5” Financial Adviser's Certificate
 - Schedule “6” Trustees' Receipt

ARTICLE 2

COMPENSATION AND NEGOTIATION COSTS

- 2.1 Subject to the terms and conditions set out in this Settlement Agreement, Canada agrees to pay to the First Nations the sum of seventy three million, five hundred thousand dollars (\$73,500,000.00) as Compensation for the full and final settlement of the Claim up to and including the Effective Date. This amount is to be distributed among the three First Nations as follows:
- Twenty-eight million dollars (\$28,000,000.00) payable to the Cote First Nation;

- Twenty-three million, seven hundred thousand dollars (\$23,700,000.00) payable to the Keeseekoose First Nation;

- Twenty-one million, eight hundred thousand dollars (\$21,800,000.00) payable to the Key First Nation.

2.2 Canada also agrees to pay to the First Nations, and has provided by way of a loan, the sum of four million, seven hundred eighty seven thousand, three hundred and thirty dollars (\$4,787,330.00) with respect to costs in connection with the research, negotiation, settlement of the Claim and ratification of the Settlement Agreement, including a second ratification vote if required, including legal fees and any other costs related to the Claim, for a total sum of seventy eight million, two hundred eighty seven thousand three hundred thirty dollars (\$78,287,330.00).

2.3 In addition to the amount referred to in Article 2.2, the First Nations have received an additional loan of two hundred ninety thousand and twenty-four dollars (\$290,024.00) to complete loss of use studies. The parties agree that this loan is not accounted for in the negotiation costs and is to be divided equally among the First Nations.

2.4 The First Nations authorize and irrevocably direct Canada to retain the full amount of five million, seventy seven thousand, three hundred and fifty-four dollars (\$5,077,354.00), (comprised of the sums of \$4,787,330.00 and \$290,024.00), as full and final repayment of all moneys loaned to the First Nations by Canada pursuant to Articles 2.2 and 2.3. Upon confirmation of receipt of the Compensation referred to in Article 2.5, Canada shall surrender to the First Nations all promissory notes obtained for the loan funding together with an acknowledgement that the indebtedness in relation thereto has been paid in full.

2.5 The balance of seventy three million, two hundred and nine thousand, nine hundred and seventy six dollars (\$73,209,976.00) will be paid to the First Nations within forty-five (45) days of the Effective Date of the Settlement Agreement as follows:

Twenty-seven million, nine hundred three thousand, three hundred and twenty five dollars (\$27,903,325.00) payable to the Cote First Nation;

Twenty-three million, six hundred three thousand, three hundred and twenty five dollars (\$23,603,325.00) payable to the Keeseekoose First Nation;

Twenty-one million, seven hundred three thousand, three hundred and twenty six dollars (\$21,703,326.00) payable to the Key First Nation

subject to the conditions precedent that the Trust Agreements have been

executed by the authorized signatories and the Trust Accounts have been opened.

- 2.6 If the Compensation is not paid in full within the time frame set out in Article 2.5, Canada agrees to pay to the First Nations interest at the Bank of Canada's prime lending rate plus two (2%) per annum on any unpaid amounts from the date such payment was due and payable until paid in full by Canada.
- 2.7 If the First Nations vote in favour of the Settlement Agreement and the Trust Agreements, as set out in Article 9, the First Nations authorize and direct Canada to deposit the Compensation into the Trust Accounts established pursuant to the Trust Agreements.
- 2.8 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.
- 2.9 The trusts shall be administered by the Trustees appointed by the First Nations on terms and conditions set out in the Trust Agreements.
- 2.10 Canada's sole responsibility and obligation to the First Nations with respect to the Compensation is to pay and deposit it in accordance with this Article. Canada shall bear no responsibility or liability whatsoever with respect to the administration or management of the Compensation once deposited into the First Nations' Trust Accounts, including, without restricting the generality of the foregoing, in respect of its safe custody, investment, management, preservation of capital or interest, or for the rate of return obtained thereon, or for any loss of the said Compensation, in whole or in part, whether through investment or failure of a Financial Institution or otherwise.
- 2.11 A per capita distribution not exceeding fifteen percent (15%) of the individual First Nation's Compensation referred to in Article 2.1 may be given to the members of the First Nations once the funds have been put into the Trust Accounts of the First Nations.
- 2.12 The First Nations are responsible for assuming all costs related to the interpretation services made available to First Nation Members during the Information Meetings and Ratification Vote.

ARTICLE 3

SURRENDER PROVISIONS

- 3.1 The Cote First Nation hereby surrenders absolutely to Canada, pursuant to the provisions of sections 38 and 39 of the *Indian Act*, all of the rights and interests of the First Nation and its members and their heirs, descendants, executors, successors and assigns, past, present and future, may have had, or may now have, in the lands described as follows:

In the Province of Saskatchewan,

Firstly

All that portion of Township 30, in Range 32, West of the First Meridian, that lies between the Cote Indian Reserve as set apart by Order in Council PC 1151, on May 17, 1889, on the East and the White Sand River on the West.

Excepting thereout and therefrom:

Sections or portions of Sections 16, 17, 19, 20, 21, 28, 29, 30, 31, 32 and 33 lying West of the Assiniboine River and East of the White Sand River.

Secondly

All of Fractional Township 31, in Range 32, West of the First Meridian that lies West of Keeseekoosie Indian Reserve as set apart by Order in Council PC 1151, on May 17, 1889.

A map of the lands to be surrendered is appended to this Agreement as Appendix "1" for illustrative purposes.

- 3.2 The Key and Keeseekoosie First Nations hereby surrender absolutely to Canada, pursuant to the provisions of sections 38 and 39 of the *Indian Act*, all of the rights and interests of the First Nations and their members and their heirs, descendants, executors, successors and assigns, past, present and future, may have had, or may now have, in the lands described as follows:

In the Province of Saskatchewan,

Firstly

All that portion of Township 30, in Range 32, West of the First Meridian, that lies between the Cote Indian Reserve as set apart by Order in Council PC 1151, on May 17, 1889, on the East and the White Sand River on the West.

Secondly

All of Fractional Township 31, in Range 32, West of the First Meridian that lies West of Keeseekoosie Indian Reserve as set apart by Order in

Council PC 1151, on May 17, 1889.

A map of the lands to be surrendered is appended to this Agreement as Appendix "2" for illustrative purposes.

3.3 The First Nations' agreements to surrender absolutely to Canada all of the rights and interests the First Nations and their members and their heirs, descendants, executors, successors and assigns, past, present and future, may have had, or may now have, in the lands described in Articles 3.1 and 3.2 shall be null and void and of no effect unless:

(a) the Settlement Agreement and absolute surrender have been ratified pursuant to Article 9; and

(b) the Settlement Agreement has been signed by the First Nations and Canada pursuant to Article 10.

ARTICLE 4

NEW RESERVE LANDS

4.1 Within a reasonable time after receiving a request by a Council in the form of a Band Council Resolution, the Minister shall set apart up to 12,800 acres of urban or rural land acquired in the Province of Saskatchewan by the First Nations (Acquired Lands) to be set apart by Canada as reserve lands for the use and benefit of the First Nations as follows:

4,266.7 acres of land for the Cote First Nation;
4,266.7 acres of land for the Key First Nation;
4,266.6 acres of land for the Keeseekoose First Nation.

4.2 The setting apart of reserve lands pursuant to Article 4.1 is subject to the following conditions:

- (a) the First Nations are responsible for purchasing the Acquired Lands, not Canada;
- (b) the First Nations purchase the Acquired Lands and request Canada to have them set apart as reserve lands within 25 years of the Effective Date;
- (c) the title to the Acquired Lands is satisfactory to Canada and the lands have been transferred to Canada;

- (d) the setting apart of the Acquired Lands as reserve has been approved by Canada pursuant to its policy respecting reserve lands, in particular, Canada's Additions to Reserves Policy; and
 - (e) the First Nation has either reached an agreement on tax loss with the affected rural municipality, or has offered to pay the affected rural municipality five times the annual Municipal Taxes based on the year prior to the setting apart of the land as reserve as tax loss compensation, for which latter purpose Canada, in complete discharge of its obligation to provide funding for this purpose, has included in the Compensation the necessary funds to allow the First Nation to make the offer; for greater certainty, Canada agrees that this condition is fulfilled by the First Nation making the offer of five times the annual Municipal Taxes to the affected rural municipality even if the offer is not accepted by the affected rural municipality.
- 4.3 Prior to setting the Acquired Lands apart as reserve pursuant to this Article, Canada shall conduct a preliminary environmental review or screening in accordance with its Additions to Reserves Policy to determine whether there is any indication that there are Toxic Substances or contaminants affecting the lands in excess of the criteria used by Canada at the time the preliminary review or screening is conducted. If warranted by the results obtained from the completion of the preliminary environmental review or screening, and if the First Nations agree, Canada shall complete the environmental review of the Acquired Lands in accordance with its Additions to Reserves Policy. Except for any costs associated with the preliminary review or screening of the Acquired Lands which will be paid by Canada, the cost of the environmental review shall be paid by the First Nations. The environmental review shall be conducted in a timely fashion, and Canada shall provide a copy of the results to the First Nations.
- 4.4 If Toxic Substances or contaminants, in excess of the criteria used by Canada at the time the environmental review is conducted, are discovered on or in the Acquired Lands to be set apart as reserve lands, the First Nation shall advise Canada whether it still wishes to have the lands set apart as reserve. If so, the First Nation shall, at its own expense, arrange for the removal or remediation of the toxic substances or contaminants and the reconditioning of the lands so affected in accordance with the applicable standards.
- 4.5 In the event the land does not include all mines and minerals or where mines and minerals are included but are subject to an existing mineral disposition, the First Nation agrees to provide surface access in order to work the mines and minerals to such persons or entities who own the mines and minerals or hold any interest or mineral disposition in such mines and minerals and their

duly authorized servants and agents, such agreement to be evidenced by a Band Council Resolution. For greater certainty, Canada agrees to proceed with the process set out in Article 4.1 if the First Nation requesting the reserve lands agrees to provide surface access as described above and agrees to indemnify Canada in the event that surface access is denied in the future by the First Nation.

- 4.6 In consultation with the Council, Canada shall cause to be prepared, by a qualified Land Surveyor, a plan of the Acquired Lands to be set apart as reserve if Canada determines that a plan is required. If Canada determines that a plan is not required, Canada shall cause to be prepared a legal description of the Acquired Lands to be set apart as reserve. The plan or description shall be prepared in accordance with the standards of the Surveyor General for Canada. The cost of the preparation of the plan or description shall be paid by the First Nations, shall be conducted in a timely fashion and Canada shall provide a copy of the plan or description to the First Nations.
- 4.7 Except as otherwise noted in this Article 4, the First Nations agree to pay all costs related to acquiring the lands, complying with the Additions to Reserves Policy and setting apart the lands as reserve including the following costs:
- (a) all conveyances, clearance of title (if required), removal of encroachments or encumbrances (if any), searches, land title registration, legal fees, commissions, applicable taxes and tax adjustments, feasibility studies, and appraisals;
 - (b) payment, if any, arising from agreements between the First Nations and urban municipalities for services in lieu of taxes to be provided by the municipality on the Acquired Lands once they are set apart as reserve lands;
 - (c) payment of the rural municipality tax loss compensation pursuant to 4.2(e) on the Acquired Lands once they are set apart as reserve lands,

but nothing in this Article requires the First Nations to pay for costs internal to the government of Canada for which a fee would not in the normal course be charged to a band.

- 4.8 Nothing in this Settlement Agreement restricts the First Nations from being eligible to apply for and to receive funding under government programs and other forms of assistance provided by Canada, in accordance with the criteria established from time to time for the application of such programs and funding.

- 4.9 Federal programs and services shall continue to apply to the First Nations on the same basis as to other bands in Canada as if this Settlement Agreement had not been signed, in accordance with the criteria established from time to time for the application of such programs and funding. For greater certainty, the Compensation paid to the First Nations and paid into the Trust Accounts, and any income accrued therefrom, shall not be taken into account by Canada in determining the level of funding provided to the First Nations for programs, services and financial assistance.
- 4.10 There is no obligation on the part of Canada to sell or convey any federal real property including any mines and minerals or to set apart any federal real property including mines and minerals for the use and benefit of the First Nation, at any time, nor shall mines and minerals be set apart as reserve without the surface rights having been set apart as reserve.
- 4.11 The *Claim Settlements (Alberta and Saskatchewan) Implementation Act* applies to this Settlement Agreement.

ARTICLE 5

RELEASE

- 5.1 In consideration of the Compensation paid by Canada to the First Nations and the fulfilment of other promises made by Canada in this Settlement Agreement, the First Nations agree to:
- (a) forever release and discharge Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, which the First Nations and the past, present and future members of the First Nations and any of their respective heirs, descendants, legal representatives, successors and assigns 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 the Claim, including all costs incurred by the First Nations for research, preparation, negotiation and settlement of the Claim, and ratification of the Settlement Agreement, including legal fees;
 - (b) forever release and discharge Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns from any past, present or future obligation or liability, whether in law, in equity or

otherwise, to the First Nation and the past, present and future members of the First Nation and any of their respective heirs, descendants, legal representatives, successors and assigns 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, relating to or arising from the fact that Canada has paid the Compensation and Negotiation Costs pursuant to Article 2, or related to or arising from the deposit by Canada of the Compensation pursuant to Article 2, and the subsequent management, withdrawal, disbursement or other use of the Compensation by the First Nations or the trustees pursuant to the Trust Agreements; and

- (c) not assert any action, cause of action, suit, claim or demand whatsoever, whether in law, in equity or otherwise, which the First Nations and the past, present and future members of the First Nations and any of their respective heirs, descendants, legal representatives, successors and assigns 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:
 - (I) the Claim and all costs incurred by the First Nations for research, preparation, negotiation and settlement of the Claim, and ratification of the Settlement Agreement, including legal fees;
 - (ii) the procedures followed pursuant to the *Indian Referendum Regulations* as well as the execution of this Settlement Agreement by the First Nations;
 - (iii) the deposit of the Compensation into the Trust Accounts and the subsequent management, withdrawal, disbursement or other use of the Compensation by the First Nations or the Trustees pursuant to the Trust Agreements; and
 - (iv) the representations and warranties of the First Nations under Article 13.

5.2 Nothing in this Article is intended, nor shall it be construed, as affecting any action, cause of action, suit, claim or demand whatsoever whether known or unknown, and whether in law, in equity or otherwise, which the First Nations and the past, present and future members of the First Nations and any of their respective heirs, descendants, legal representatives, successors and assigns 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 any other claim that the First Nations may have that does

not relate directly to the Claim.

- 5.3 Nothing in Article 5.1 shall prevent or restrict the First Nation from pursuing any legal or equitable remedies against Canada for any breach of the terms and conditions of this Settlement Agreement. Furthermore, Canada shall not be entitled to and it shall not rely on this Article if Canada fails to pay the Compensation and Negotiation Costs in accordance with the provisions of Article 2 of this Agreement.

ARTICLE 6

INDEMNITY

- 6.1 For the purposes of this Article 6, "Claimant" means a person who has or has had, or may in future have, a claim to an interest in the Claim, where such a claim is based upon an interest that is or was held by such person as a member of the First Nation, or as descendent of such a member or person eligible to be a member.
- 6.2 Subject to the provisions of Article 6.7, the First Nation from which the Claimant is a member agrees to indemnify and forever save harmless Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns from and against any and all obligation, liability, duty, loss or damage resulting directly or indirectly from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, brought by any Claimant against Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns with respect to:
- (a) the Claim, including all costs incurred by the First Nation for research, preparation, negotiation and settlement of the Claim, and ratification of the Settlement Agreement, including legal fees;
 - (b) the procedures followed pursuant to the *Indian Referendum Regulations* as well as the execution of this Settlement Agreement by the First Nation;
 - (c) the deposit of the Compensation into the Trust Account and the subsequent management, withdrawal, disbursement or other use of the Compensation by the First Nation or its Trustees pursuant to the Trust Agreements; and
 - (d) the representations and warranties of the First Nation under Article 13; provided that such obligation, liability, duty, loss or damage has been awarded or determined by a decision or order of a court or other

tribunal of competent jurisdiction, or by a settlement (whether or not court proceedings have been instituted) consented to by the First Nation, such consent not to be unreasonably withheld, and notice has been given to the First Nation pursuant to Article 6.3.

- 6.3 Canada shall provide notice to the First Nation by registered mail of any claim which may reasonably give rise to indemnification under this Article. Such notice shall be sufficient to enable the First Nation to identify the claim and the Claimant and to protect its interests in a court proceeding or settlement, and will include copies of all pleadings, documents and offers of settlement filed with a court or tribunal by the Claimant.
- 6.4 Canada shall assume and control the defence and any negotiations relating to any action, cause of action, suit, claim or demand referred to in Article 6.2. Canada agrees that it will not refuse to defend itself based solely on the existence of this Article and that it will provide to the First Nation copies of all pleadings, documents and offers of settlement filed by it with a court or tribunal.
- 6.5 Any demand by Canada for indemnification shall be made in writing, and if the amount so claimed is not paid by the First Nation within one hundred twenty (120) days of receipt of such notice, Canada shall be entitled to invoke all rights and remedies provided by law to recover any amounts owed by the First Nation.
- 6.6 The First Nation shall be entitled to defend, at its own expense, against any claim against Canada which may give rise to a right of indemnity under this Article, and may make such investigation, negotiation and settlement of any claim 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 any such claim including, without limitation, the appointment of counsel.
- 6.7 Canada shall not be entitled to, and shall not rely on the indemnity provided by this Article if it fails to pay the Compensation and Negotiation Costs in accordance with Article 2 of this Settlement Agreement.

ARTICLE 7

DISCONTINUANCE

- 7.1 Forthwith following the Effective Date, the First Nations agree to abandon and discontinue the Federal Court action regarding the Claim and undertake to instruct their solicitors to file and serve Canada with a Discontinuance of Federal Court Action No. T-750-05 provided that Canada agrees to waive costs in respect of the same and undertakes to instruct their solicitors to sign any waivers of costs or consents to Discontinuance which may be required in the circumstances.

ARTICLE 8

EFFECTIVE DATE OF SETTLEMENT AGREEMENT

- 8.1 This Settlement Agreement shall come into effect and bind the Parties only upon the later of the following dates:
- (a) the date on which this Settlement Agreement is signed by at least a quorum of each Council in accordance with Article 10.1; and
 - (b) the date on which this Settlement Agreement is signed by Canada in accordance with Article 10.2.

ARTICLE 9

RATIFICATION BY THE FIRST NATIONS

- 9.1 Each First Nation agrees to and approves the terms and conditions of the Settlement Agreement and its Trust Agreement, and authorizes at least a quorum of the Council to sign the Settlement Agreement and Trust Agreement if, at the Ratification Vote, a majority (over 50%) of the Eligible Voters of each First Nation vote and a majority (over 50%) of the votes cast by the Eligible Voters of each First Nation are in favour of the Settlement Agreement and the Trust Agreement.
- 9.2 If, at a Ratification Vote held pursuant to Article 9.1, a majority (over 50%) of the Eligible Voters of a First Nation do not vote, but a majority (over 50%) of the votes cast are in favour of the Settlement Agreement and Trust Agreement, then a second Ratification Vote shall be called by the Minister at the request of that First Nation.
- 9.3 Where a second Ratification Vote is held pursuant to Article 9.2, the First Nation

agrees to and approves the terms and conditions of the Settlement Agreement and Trust Agreement, and authorizes at least a quorum of the Council to sign the Settlement Agreement and Trust Agreement if, at the second Ratification Vote, a majority (over 50%) of the votes cast by the Eligible Voters are in favour of the Settlement Agreement and Trust Agreement.

- 9.4 If the required approval and assent pursuant to Article 9.1 (or, in the case of a second vote, Article 9.3) is not obtained from each First Nation:
- (a) the Settlement Agreement shall not be signed on behalf of the First Nations and shall have no effect;
 - (b) the absolute surrenders shall be null and void and shall have no effect; and
 - (c) the Trust Agreements shall not be signed on behalf of the First Nations and shall have no effect.
- 9.5 All Ratification Votes with respect to the Settlement Agreement and Trust Agreement shall be conducted in accordance with the *Indian Referendum Regulations*.

ARTICLE 10

SIGNING

- 10.1 This Settlement Agreement shall be signed by at least a quorum of each Council on behalf of that First Nation following ratification of this Settlement Agreement in accordance with Article 9.
- 10.2 This Settlement Agreement shall be signed by the Minister on behalf of Canada after the conditions precedent set out in Article 11 have been met.

ARTICLE 11

CONDITIONS PRECEDENT

- 11.1 The following are conditions precedent to any obligation by Canada to sign this Settlement Agreement:
- (a) ratification of the Settlement Agreement, including the absolute surrender, by each First Nation in accordance with Article 9;

- (b) signing of the Settlement Agreement by each First Nation in accordance with Article 10;
- (c) ratification of the Trust Agreement by each First Nation in accordance with Article 9;
- (d) the absolute surrenders have been certified in accordance with section 40 of the *Indian Act*;
- (e) the Trust Agreements have been signed by the authorized signatories and the Trust Accounts have been opened and the information required by Canada to make the payments has been provided to Canada's negotiator;
- (f) signing of this Settlement Agreement by the Minister on behalf of Canada has been authorized by the Governor in Council;
- (g) the absolute surrenders have been accepted by the Governor in Council;
- (h) funds for the payment of the Compensation have been approved and appropriated for that purpose by Canada;
- (i) receipt by Canada of Solicitor's Certificates from each First Nation's legal counsels substantially in the form attached as Schedules "2", "3" and "4"; and
- (j) receipt by Canada of a Financial Adviser's Certificate from each First Nation's financial adviser substantially in the form attached as Schedule "5".

ARTICLE 12

- 12.1 The Trustees shall provide a receipt, substantially in the form attached as Schedule "6", to Canada upon receiving the payment from Canada pursuant to Article 2.
- 12.2 Upon payment in full of all amounts payable pursuant to Article 2, the First Nations shall acknowledge to Canada, in a Band Council Resolution, that Canada's obligations pursuant to Article 2 have been met.

ARTICLE 13

REPRESENTATIONS AND WARRANTIES OF THE FIRST NATIONS

13.1 Each First Nation represents and warrants that:

- (a) the First Nation has retained legal counsel independent from Canada who is qualified to practice law in the Province of Saskatchewan to advise the First Nation with regard to the Claim up to and including the execution and implementation of the Settlement Agreement and the Trust Agreement;
- (b) the First Nation's legal counsel has fully explained to the Council, and to the Members of the First Nation present at the Information Meeting where legal counsel was present, the legal nature and effect of the Settlement Agreement and the Trust Agreement, as well as the implementation of the Settlement Agreement and Trust Agreement, including, without limitation, the deposit by Canada of the Compensation into the Trust Account rather than into an account for the First Nation managed by the Department;
- (c) the First Nation has retained legal counsel independent from Canada who is qualified to practice law in the Province of Saskatchewan to advise the First Nation with regard to the distribution of the Compensation funds amongst the three First Nations;
- (d) the First Nation's legal counsel has fully explained to the Council, and to the Members of the First Nation present at the Information Meeting where legal counsel was present, legal advice independent from Canada with respect to the distribution of the Compensation funds among the three First Nations;
- (e) the First Nation has retained a qualified financial adviser independent from Canada to provide financial advice to the First Nation with regard to the Trust Agreement;
- (f) the First Nation's financial adviser has provided to the Council, and to the Members of the First Nation present at the Information Meeting where the financial adviser was present, independent financial advice with respect to the Trust Agreement, the management and administration of the Compensation, and the deposit of the Compensation into the Trust Account established pursuant to the Trust Agreement rather than into an account for the First Nation managed by the Department including, without limitation, financial advice which contrasts the potential rates of return, potential investment risks, and tax implications associated with placing the Compensation into the Trust Account rather than into an account managed by the Department;

- (g) the First Nation intends to use the Compensation for the long-term use and benefit of the First Nation and will take such actions as it deems necessary or advisable, with financial, legal or other professional advice, to give effect to that intent.
- (h) an interpreter fluent in the native language of the First Nation members was present and available to those Members in need of an interpreter (if there were any such Members) at all times during the Information Meeting and the Ratification Vote.

ARTICLE 14

FURTHER ASSURANCES

- 14.1 The Parties shall in good faith agree to 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. For greater certainty, this includes doing such things, executing such further documents and taking such further measures as may be necessary to allow for the possible application of any future applicable legislation respecting the implementation of claim settlements in Saskatchewan to this Settlement Agreement.
- 14.2 Each First Nation confirms that by the Ratification Vote held on February 11, 2006 (Cote First Nation), April 29, 2006 (Key First Nation) and April 8, 2006 (Keeseekoose First Nation), it has authorized its Chief and Council, and succeeding Councils, to act for and on behalf of the First Nation and its descendants, legal representatives, successors and assigns to do such things, sign 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.
- 14.3 This Settlement Agreement shall not be construed so as to abrogate or derogate from existing aboriginal and treaty rights of the First Nations or the Members of the First Nations as recognized and affirmed by Section 35 of the *Constitution Act, 1982*.

ARTICLE 15

DISPUTE RESOLUTION

- 15. In the event of a dispute between the Parties arising out of this Settlement

Agreement, the Parties agree to fully explore alternative dispute resolution mechanisms to resolve the dispute before resorting to litigation.

ARTICLE 16

NOTICE

16.1 Any notice or other written communication required or permitted to be given under this Settlement Agreement will be given as follows:

(a) to Canada:

Assistant Deputy Minister
Claims and Indian Government
Department of Indian Affairs and Northern Development
Les Terrasses de la Chaudiere
10 Wellington Street
HULL QC K1A 0H4

Fax: (819) 953-0545

(b) to the Cote First Nation:

Chief and Council
Cote First Nation
P.O. Box 1659
Kamsack SK S0A 1S0

Fax: (306) 542-2377

(c) to the Keeseekoose First Nation:

Chief and Council
Keeseekoose First Nation
P.O. Box 1120
Kamsack, SK SOA 1SO

Fax: (306) 542-2586

(d) to the Key First Nation:

Chief and Council

Key First Nation
P.O. Box 70
Norquay SK SOA 2VO

Fax: (306) 594-2545

- 16.2 Any notice may be delivered personally or sent by facsimile or registered mail to either Party at the addresses set out in Article 16.1. The notice will be presumed to have been received by the Party:
- (a) if delivered personally, on the day that it was delivered;
 - (b) if sent by facsimile, on the next business day after it was transmitted; and
 - (c) if sent by registered mail, on the earlier of the day it was received or the fifth day after it was mailed.

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.

ARTICLE 17

GENERAL PROVISIONS

Binding on the Parties

- 17.1 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 Nations and any of their respective heirs, descendants, legal representatives, successors and assigns.

Members of House of Commons

- 17.2 No member of the House of Commons shall be admitted to any share or part of this Settlement Agreement or to any benefit arising from this Settlement Agreement.

No Admission of Fact or Liability

- 17.3 This Settlement Agreement is entered into by Canada and the First Nations without any admission of fact or liability whatsoever with respect to the Claim.

Headings and Table of Contents

- 17.4 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.

Expanded Meanings

- 17.5 Words in the singular include the plural and words in the plural include the singular.
- 17.6 Words importing male persons include female persons and corporations.

No Presumption of Ambiguity

- 17.7 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.

Assignment

- 17.8 The Parties agree that the rights and obligations of the Parties to this Settlement Agreement may not be assigned or otherwise transferred without the prior written consent of the other Party.

Amendment

- 17.9 This Settlement Agreement may only be varied, changed, amended, added to or replaced by written agreement between the Parties, approved through the same procedures as this Settlement Agreement was approved, save and except that the Councils and Canada may agree in writing from time to time to amend this Settlement Agreement, without further approval, for any of the following purposes:
- (a) to remove any conflicts or inconsistencies which may exist between any of the terms of this Settlement Agreement and any provision of any applicable law or regulation, so long as the Councils and Canada agree that such amendments will not be prejudicial to the interests of the First Nations or Canada; or
 - (b) to correct any typographical error in this Settlement Agreement, or to make corrections or changes required for the purpose of curing or correcting clerical omission, mistake, manifest error or the ambiguity arising from defective or inconsistent provisions contained in this Settlement Agreement.

17.10 Amendments made pursuant to Article 17.9(a) or (b) will be made by written agreement between a quorum of the Council on behalf of each First Nation, and by the Deputy Minister of the Department on behalf of Canada.

Waiver

17.11 No waiver of any provision of this Settlement Agreement shall have any legal effect unless such waiver is expressed in writing and has been duly signed by the Party making the waiver in the same manner as this Settlement Agreement was signed by that Party.

Applicable Law

17.12 This Settlement Agreement shall be governed by the applicable laws of Canada and Saskatchewan.

17.13 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 supercedes 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.

References to Statutes and Regulations

17.14 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.

) *[Signature]*
) Councillor
) *[Signature]*
) Councillor
) *[Signature]*
) Councillor
) _____
) Councillor
) _____
) Councillor
) _____
) Councillor
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) Councillor
) _____
) Councillor

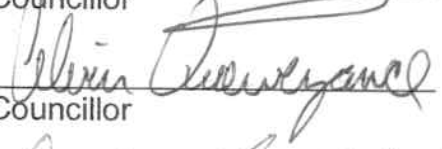
SIGNED on behalf of the
 KEY FIRST NATION by at least a
 quorum of the Council of the First Nation
 in the presence of:

) *[Signature]*
) Chief
) _____
) *[Signature]*
) Councillor
) *[Signature]*
) Councillor
) *[Signature]*
) Councillor
) *[Signature]*
) Councillor
) *[Signature]*
) Councillor
) _____
) Councillor
) *[Signature]*
) Councillor

SIGNED on behalf of the
KEESEKOOSE FIRST NATION
by at least a quorum of the Council
the First Nation in the presence of:

) Philip Awewzany
) Chief

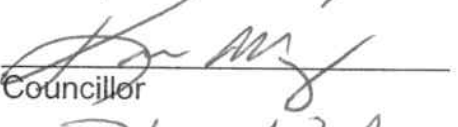
) 
) Councillor

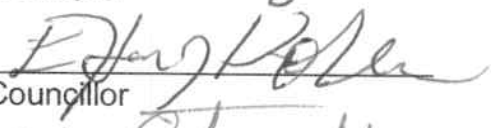
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) Councillor

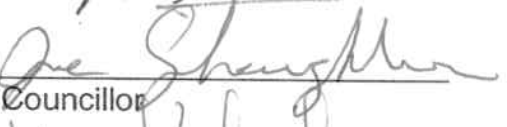
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) Councillor

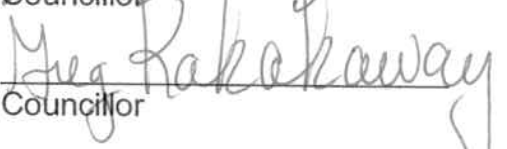
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) Councillor

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) Councillor

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) Councillor

) _____
) Councillor

) _____
) Councillor

) _____
) Councillor

SCHEDULE "1A"

to

THE COTE, KEY AND KEESEEKOOSE FIRST NATIONS

PELLY HAYLANDS SETTLEMENT AGREEMENT

dated for reference October 4, 2005

BALLOT QUESTION

As an Eligible Voter of the Keeseekoose First Nation, do you:

a) **agree to** the terms and conditions of the Cote, Key and Keeseekoose First Nations Pelly Haylands Settlement Agreement dated for reference XXX;

(b) **agree to** the terms and conditions of the Keeseekoose First Nation Trust Agreement;

(c) **assent to** absolutely surrender, pursuant to sections 38 and 39 of the *Indian Act*, all rights and interests of any kind to and in all the lands described in Article 3.2 of the Cote, Key and Keeseekoose First Nations Pelly Haylands Settlement Agreement; and

(d) **agree to authorize and direct** present and future Councils of the Keeseekoose First Nation to act on behalf of the Keeseekoose First Nation Band and its members, to sign all documents and take all necessary measures as required to give effect to the Cote, Key and Keeseekoose First Nations Pelly Haylands Settlement Agreement, the Keeseekoose First Nation Trust Agreement and the absolute surrender?

YES

NO

Mark this Ballot by placing an "X" in the box under the word "YES" or "NO".

SCHEDULE "1B"

to

THE COTE, KEY AND KEESEEKOOSE FIRST NATIONS

PELLY HAYLANDS SETTLEMENT AGREEMENT

dated for reference October 4, 2005

BALLOT QUESTION

As an Eligible Voter of the Key First Nation, do you:

a) **agree to** the terms and conditions of the Cote, Key and Keeseekoose First Nations Pelly Haylands Settlement Agreement dated for reference XXX;

(b) **agree to** the terms and conditions of the Key First Nation Trust Agreement;

(c) **assent to** absolutely surrender, pursuant to sections 38 and 39 of the *Indian Act*, all rights and interests of any kind to and in all the lands described in Article 3.2 of the Cote, Key and Keeseekoose First Nations Pelly Haylands Settlement Agreement; and

(d) **agree to authorize and direct** present and future Councils of the Key First Nation to act on behalf of the Key First Nation Band and its members, to sign all documents and take all necessary measures as required to give effect to the Cote, Key and Keeseekoose First Nations Pelly Haylands Settlement Agreement, the Key First Nation Trust Agreement and the absolute surrender?

YES

NO

Mark this Ballot by placing an "X" in the box under the word "YES" or "NO".

SCHEDULE "1C"

to

THE COTE, KEY AND KEESSEKOOSE FIRST NATIONS

PELLY HAYLANDS SETTLEMENT AGREEMENT

dated for reference October 4, 2005

BALLOT QUESTION

As an Eligible Voter of the Cote First Nation, do you:

a) **agree to** the terms and conditions of the Cote, Key and Keeseekoosie First Nations Pelly Haylands Settlement Agreement dated for reference XXX;

(b) **agree to** the terms and conditions of the Cote First Nation Trust Agreement;

(c) **assent to** absolutely surrender, pursuant to sections 38 and 39 of the *Indian Act*, all rights and interests of any kind to and in all the lands described in Article 3.1 of the Cote, Key and Keeseekoosie First Nations Pelly Haylands Settlement Agreement; and

(d) **agree to authorize and direct** present and future Councils of the Cote First Nation to act on behalf of the Cote First Nation Band and its members, to sign all documents and take all necessary measures as required to give effect to the Cote, Key and Keeseekoosie First Nations Pelly Haylands Settlement Agreement, the Cote First Nation Trust Agreement and the absolute surrender?

YES

NO

Mark this Ballot by placing an "X" in the box under the word "YES" or "NO".

SCHEDULE "2"
to
SETTLEMENT AGREEMENT
Dated for reference _____, 2005

CERTIFICATE OF SOLICITOR

I, David Knoll, Barrister and Solicitor, of the Province of British Columbia and Province of Saskatchewan, state as follows:

1. **THAT** I am a member of good standing of The Law Society of British Columbia and of The Law Society of Saskatchewan.
2. **THAT** I have been retained by the Council of the _____ First Nation (the "First Nation") to act as independent legal counsel to the First Nation to advise the First Nation with regard to the negotiation, execution and delivery of the Cote, Key and Keeseekoose First Nations Pelly Haylands Settlement Agreement (the "Settlement Agreement") and the absolute surrender.
3. **THAT** I have provided the Council of the First Nation independent legal advice with respect to the legal nature and effect upon the First Nation and its members of the Settlement Agreement and absolute surrender and the implementation of the Settlement Agreement and absolute surrender.
4. **THAT** I was present at the following information meetings which were called by the First Nation for the purpose of explaining to the members of the First Nation the Settlement Agreement and absolute surrender:

Location of Meetings: _____ Dates and Times: _____

5. **THAT** I was present at the information meetings and made a presentation at the information meetings to the members of the First Nation then present, consisting of an overview of the terms and conditions of the Settlement Agreement and absolute surrender. The presentation provided an explanation of the contents of the Settlement Agreement and absolute surrender to the members of the First Nation then present, and I answered any relevant legal questions raised at the information meetings to the best of my professional ability.

Dated at _____, this _____ day of _____, 2006

Witness to the signature of David Knoll
Address:

David Knoll
Barrister & Solicitor

SCHEDULE "3"
to
SETTLEMENT AGREEMENT
Dated for reference _____, 2005

CERTIFICATE OF SOLICITOR

I, _____, Barrister and Solicitor, of the Province of _____, state as follows:

1. **THAT** I am a member of good standing of The Law Society of _____.
2. **THAT** I have been retained by the Council of the _____ First Nation to advise the First Nation with regard to the distribution of the Compensation as among the Cote, Key and Keeseekoose First Nations under the Cote, Key and Keeseekoose First Nations Pelly Haylands Settlement Agreement (the "Settlement Agreement").
3. **THAT** I was present at the following information meetings which were called by the First Nation for the purpose of explaining to the members of the First Nation distribution of the Compensation, among other matters:

Location of Meetings: _____ Dates and Times: _____

4. **THAT** I was present at the information meetings and made a presentation at the information meetings to the members of the First Nation then present, consisting of an overview of the legal issues related to the distribution of compensation under the Settlement Agreement as among the Cote, Key and Keeseekoose First Nations. I answered any relevant legal questions raised at the information meetings to the best of my professional ability.

Dated at _____, this _____ day of _____, 2006

Witness to the signature of
Address:

Barrister & Solicitor

SCHEDULE "4"
to
SETTLEMENT AGREEMENT
Dated for reference _____, 2005

CERTIFICATE OF SOLICITOR

I, _____, Barrister and Solicitor, of the Province of _____, state as follows:

1. **THAT** I am a member of good standing of The Law Society of _____.
2. **THAT** I have been retained by the Council of the _____ First Nation (the "First Nation") to act as legal counsel independent from Canada, to the First Nation to advise the First Nation with regard to the _____ Trust Agreement (the "Trust Agreement") under the Cote, Key and Keeseekoose First Nations Pelly Haylands Settlement Agreement (the "Settlement Agreement").
3. **THAT** I have provided the Council of the First Nation legal advice with respect to the legal nature and effect upon the First Nation and its members of the Trust Agreement and the implementation of the Trust Agreement, including the use of the Compensation payable pursuant to the Settlement Agreement for the long term use and benefit of the First Nation, as well as explaining the distribution of the Compensation. I have provided independent legal advice regarding the deposit of this Compensation into the trust account established pursuant to the Trust Agreement rather than into an account for the First Nation managed by the Department of Indian Affairs and Northern Development.
4. **THAT** I was present at the following information meetings which were called by the First Nation for the purpose of explaining to the members of the First Nation the Trust Agreement among other matters:

Location of Meetings: _____ Dates and Times: _____

5. **THAT** I was present at the information meetings and made a presentation at the information meetings to the members of the First Nation then present, consisting of an overview of the terms and conditions of the Trust Agreement. I made a presentation regarding the deposit of the Compensation payable pursuant to the Settlement Agreement into the trust account established pursuant to the Trust Agreement rather than into an account of the First Nation managed by the Department of Indian Affairs and Northern Development and the use of the Compensation for the long term use and benefit of the First Nation. The presentation provided an explanation of

the contents of the Trust Agreement to the members of the First Nation then present, and I answered any relevant legal questions raised at the information meetings to the best of my professional ability.

Dated at _____, this _____ day of _____, 2006

Witness to the signature of
Address:

Barrister & Solicitor

SCHEDULE "5"

to

SETTLEMENT AGREEMENT

Dated for reference _____, 2005

CERTIFICATE OF FINANCIAL ADVISOR

I, _____, of the City of _____, in the Province of _____, (CA or CMA or other professional designation), Do Hereby Certify:

1. **THAT** I am qualified (to practice as a CA or CMA or to provide financial advice) in the Province of Saskatchewan and I am a member of good standing of the _____.
2. **THAT** I was retained in my professional capacity by Chief and Council of the _____ First Nation (the "First Nation") to act as independent financial advisor to the First Nation to provide financial advice to the First Nation with regard to financial matters related to the Cote, Key and Keeseekoose First Nations Pelly Haylands Settlement Agreement (the "Settlement Agreement") and the _____ Trust Agreement (the "Trust Agreement").
3. **THAT** I provided the Council of the First Nation independent financial advice of the kind included in the practice of public accounting (which is not limited to just investment counseling) with respect to the Trust Agreement, the management and administration of the Compensation, including the use of the Compensation for the long term use and benefit of the First Nation. I have provided advice regarding the deposit of the Compensation into the Trust Account established pursuant to the Trust Agreement rather than into an account for the First Nation managed by the Department of Indian and Northern Development (the "Department") including, without limitation, financial advice which contrasts the potential rates of return, potential investment risks, and income tax implications associated with placing the Compensation into the Trust Account rather than into an account managed by the Department.
4. **THAT** I was present at the following information meetings, which were called by the First Nation for the purpose of explaining to the members of the First Nation financial matters related to the Settlement Agreement and Trust Agreement:

Location of Meetings: _____ Date and Time: _____

5. **THAT** I was present at the information meetings and made a presentation at the information meetings, to the members of the First Nation then present, consisting of an overview of the terms and conditions of the Trust Agreement, including the use of the Compensation payable pursuant to the Settlement Agreement for the long term use and benefit of the First Nation. I provided advice regarding the deposit of the Compensation into the Trust Account established pursuant to the Trust Agreement rather than into an account for the First Nation managed by the Department, which provided an explanation of the contents of the Trust Agreement to the members of the First Nation then present and answered any relevant financial questions raised at the information meetings to the best of my professional ability.

Dated at _____, this _____ day of _____, 2006

Witness to the signature of

Professional Designation

**SCHEDULE 6 to
SETTLEMENT AGREEMENT**
dated for reference _____.

TRUSTEES' RECEIPT

We are the Trustees of _____ Trust established to receive and administer the Compensation paid by Canada to the _____ pursuant to the Cote, Key and Keeseekoose First Nations Settlement Agreement.

We acknowledge receipt on the _____ day of _____, 200__, of the sum of _____ dollars (\$_____) representing a payment credited against Article 2.5 of the Settlement Agreement.


DATED this _____ day of _____, 2006.

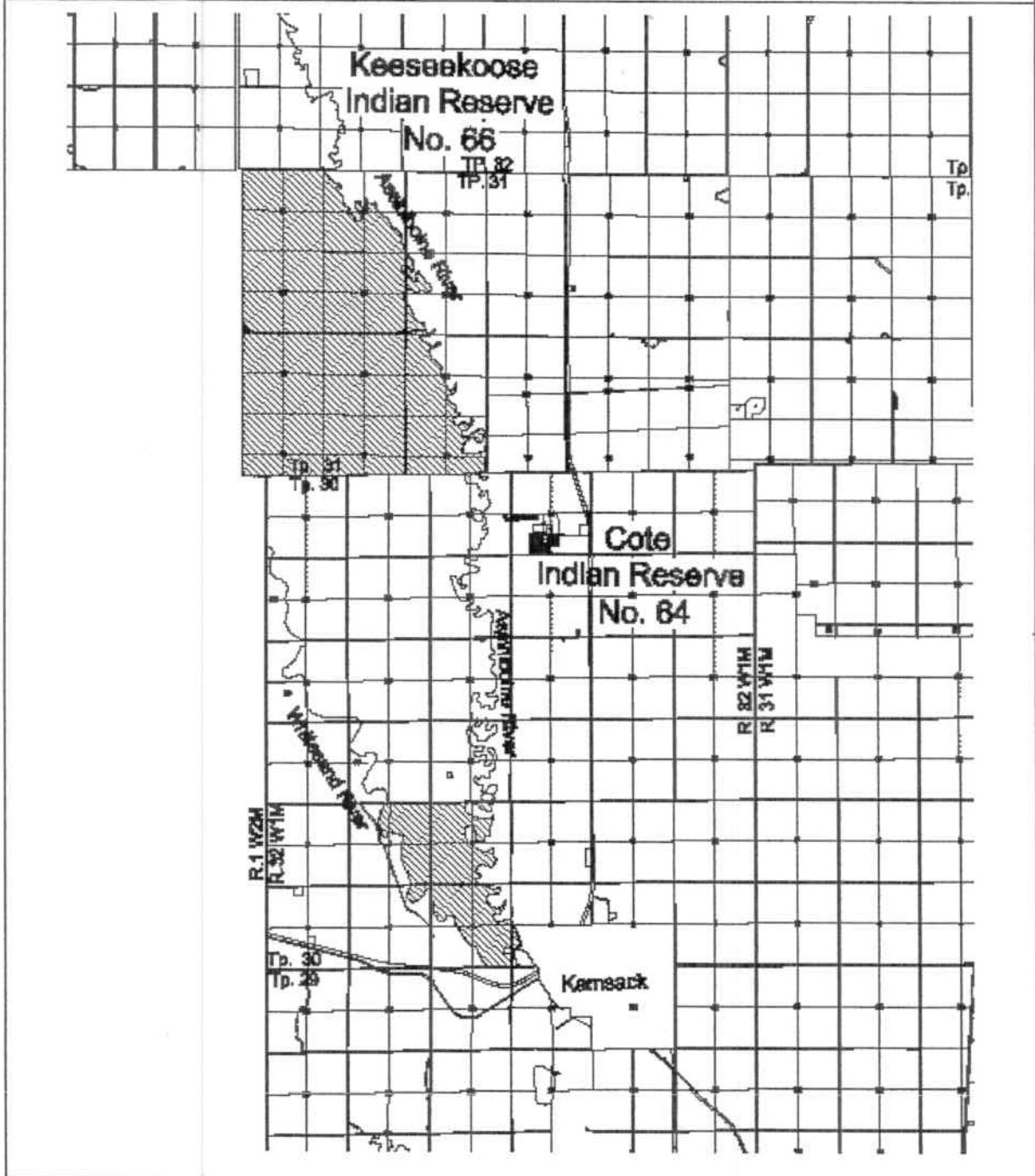
The Trustees

Trustee	Trustee
Trustee	Trustee
Trustee	Trustee

NOTE: So long as there is a Corporate Trustee, this receipt may be signed by the Corporate Trustee alone on behalf of all the Trustees. If, at any time, there is no Corporate Trustee, then this receipt must be signed by all the Trustees. When this receipt must be signed by all the Trustees, it may be signed in one or more counterparts, each of which shall be deemed to be an original for all purposes.

Map of the Pelly Highlands
Lands to be Surrendered by the Cote First Nation
Scale 1:100000

Lands to be surrendered are shown thus 



Map of the Pelly Haylands
Lands to be Surrendered by the Keeseekoose First Nation and the Key First Nation
Scale 1:100000

Lands to be surrendered are shown thus

