

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made in quadruplicate and dated this ____ day of _____, 2013

BETWEEN:

THE LISTUGUJ BAND, as represented for the purposes hereof by the duly authorized delegate of the Chief and Council, on behalf of all Members, past, present and future

(hereinafter “**the Listuguj Band**”)

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented for the purposes hereof by the duly authorized delegate of the Deputy Minister of the Department of Indian Affairs and Northern Development

(hereinafter “**Canada**”)

(hereinafter together “**the Parties**”)

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PREAMBLE:

WHEREAS, on December 30, 2003, the Listuguj Band commenced a legal action in the Federal Court, referred to as *Listuguj Mi'gmaq First Nation v. Her Majesty the Queen in right of Canada*, file no. T-2478-03, ("the Federal Court Litigation"), claiming declaratory relief and damages against Canada for various breaches of fiduciary obligations and wrongful losses with regard to five parcels of land located on or adjacent to Listuguj, namely the Approach to the Interprovincial Bridge Claim, the Busted Estate Claim, the Highway 132 Claim, the Mann-Fraser Estate Claim and the Mission Lands Claim (hereinafter "the Claims");

WHEREAS the Parties subsequently mutually expressed a desire to negotiate the resolution of the Federal Court Litigation and the associated Claims;

WHEREAS the Parties have negotiated this Settlement Agreement, including all of its Schedules, in order to achieve a full and final resolution of the Federal Court Litigation and of the Claims;

AND WHEREAS the Eligible Voters of the Listuguj Band approved and assented to the terms and conditions of this Settlement Agreement in the manner provided herein and, as a consequence, authorized and directed the Chief and Council, by the signature of their duly authorized delegate, to enter into this Settlement Agreement and all related or subsequent documentation required pursuant thereto;

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties agree as follows:

**ARTICLE 1
INTERPRETATION**

DEFINITIONS

1.1 For the purposes of this Settlement Agreement, the following words and expressions shall mean:

- a) "Acquired Busted Lands" means those lands acquired by Canada and set apart as an addition to Listuguj by Privy Council order bearing number P.C. 2012-829 dated June 19, 2012, as more particularly described in the said order and schedule thereto, all as set out in Schedule "A" to this Settlement Agreement;

- b) “Approach to the Interprovincial Bridge Claim” means all allegations made, or which could have been made, in the Federal Court Litigation of acts or omissions by Canada in breach of fiduciary obligations and consequent wrongful losses to the Listuguj Band stemming from the taking by or attempted transfer to the Government of the province of Quebec between approximately 1949 and 1969 of certain portions of Listuguj and the construction thereon of a portion of the provincial road leading to the interprovincial bridge;
- c) “Article” means an article of this Settlement Agreement”;
- d) “Band List” means the list of maintained by the Department under sections 8 and 9 of the *Indian Act* with respect to the Listuguj Band;
- e) “Busteed Estate Claim” means all allegations made, or which could have been made, in the Federal Court Litigation of breaches by Canada of fiduciary obligations and consequent wrongful losses to the Listuguj Band stemming from acts or omissions of Canada resulting in the taking by, grant to, or transfer, by any means, to any person or entity of private ownership to any and all of what became known as of lots 1, 2 and 3 in the Ristigouche Range, Township of Mann, registration division of Bonaventure #2;
- f) “Canada” means Her Majesty the Queen in right of Canada, as represented for the purposes of this Settlement Agreement by the duly authorized delegate of the Deputy Minister of the Department;
- g) “Canada Consideration” means the Canada Consideration, as provided in Article 3;
- h) “Certificate of Results” means, for the Ratification Vote, the form set out at Schedule “E” with the results filled in and signed, and, for the Second Ratification Vote, the form set out at Schedule “F” with the results filled in and signed;
- i) “Chief and Council” means the duly elected Chief and Councillors of the Listuguj Band, being a “council of the band” for the purposes of the *Indian Act*;

- j) “Chief Ratification Officer” means the person appointed by the Chief and Council by Order-in-Council pursuant to section 10 of the Ratification Protocol;
- k) “*Civil Code of Quebec*” means the *Civil Code of Quebec*, LRQ, c. C-1991, as amended or replaced from time to time;
- l) “Claims” means collectively the Approach to the Interprovincial Bridge Claim, the Busted Estate Claim, the Highway 132 Claim, the Mann-Fraser Estate Claim and the Mission Lands Claim;
- m) “Costs” means legal fees, disbursement, court costs, negotiation and ratification expenses, and any applicable federal Goods and Services Tax (GST) and provincial sales taxes;
- n) “Department” means the Department of Indian Affairs and Northern Development, which is established pursuant to the *Department of Indian Affairs and Northern Development Act*, R.S.C. 1985, c.1-6 and which is also known as Aboriginal Affairs and Northern Development Canada;
- o) “Effective Date” means the date this Settlement Agreement is signed by Canada in accordance with Article 8, and which shall appear at the top of page 1 hereof;
- p) “Eligible Voter” means a person who is a Member and who is at least eighteen (18) years of age on the last day of voting conducted pursuant to the Ratification Vote or, if applicable, on the last day of voting conducted pursuant to the Second Ratification Vote;
- q) “Federal Court Litigation” means the litigation commenced in the Federal Court of Canada on December 30, 2003 and known as *Listuguj Mi’gmaq First Nation v. Her Majesty the Queen in right of Canada*, Federal Court file no. T-2478-03;
- r) “Highway 132 Claim” means all allegations made, or which could have been made, in the Federal Court Litigation of breaches by Canada of fiduciary obligations and consequent wrongful losses to the Listuguj Band, stemming from acts or omissions of Canada in relation to the original establishment or subsequent widening at any time prior to the Effective Date of this Settlement Agreement of that portion of Highway 132, also known from time

to time as “Kempt Road” or “Highway 6”, in the province of Quebec, that crosses Listuguj as it existed prior to the addition of the Acquired Busted Lands, and includes acts or omissions of Canada in relation to the taking by or attempted transfer to the Government of the province of Quebec between approximately 1940 and 1968 of certain portions of the Reserve for purposes of widening this portion of the original roadway;

- s) “*Indian Act*” means the *Indian Act*, R.S.C. 1985, c.1-5, as amended or replaced from time to time;
- t) “Information Meeting” means a meeting held pursuant to section 27 of the Ratification Protocol;
- u) “Listuguj” means the Listuguj Indian Reserve No. 1 (Indian Land Registry System No. 06088), being a reserve for the purposes of the *Indian Act*;
- v) “Listuguj Band” means the Listuguj band No. 00051, also sometimes known as the Listuguj Mi’gmaq First Nation and as the Listuguj Mi’gmaq Government, a “band” within the meaning of the *Indian Act*, and includes all Members;
- w) “Listuguj Band Consideration” means the Listuguj Band Consideration, as provided in Article 4;
- x) “Mann-Fraser Estate Claim” means all allegations made, or which could have been made, in the Federal Court Litigation of breaches by Canada of fiduciary obligations and consequent wrongful losses to the Listuguj Band stemming from acts or omissions of Canada resulting in the taking by, grant to, or transfer, by any means, to any person or entity of private ownership, to any and all of those lands shown for illustrative purposes only, on the map appended as Schedule “B” to this Settlement Agreement and more particularly described and shown in the Plan of Survey at Schedule “C” to this Settlement Agreement;
- y) “Member” means any individual whose name appears on the Band List;
- z) “Minister” means the Minister of Aboriginal Affairs and Northern Development Canada;

- aa) “Mission Lands Claim” means all allegations made, or which could have been made, in the Federal Court Litigation of breaches by Canada of fiduciary obligations and consequent wrongful losses to the Listuguj Band stemming from acts or omissions of Canada as relate to the history of possession and use of these lands by the Curate, Missionary or Congregation, including any subsequent sale, lease or granting of any other interest to all or part of these lands by the said Curate, Missionary or Congregation to any other person or entity, either within the Catholic Church or outside of that Church, for non-religious purposes;
- bb) “Order-in-Council” means a duly adopted written resolution of the Chief and Council;
- cc) “Parties” means both the Listuguj Band and Canada, and “Party” means either of them as dictated by the particular context;
- dd) “Ratification” means the process by which the Listuguj Band approved the Settlement Agreement in accordance with Article 5 and the Ratification Protocol, and “Ratify” and “Ratified” have the corresponding meanings;
- ee) “Ratification Protocol” means the agreement signed by representatives of the Parties on the day of January, 2014 establishing a process for ratifying this Settlement Agreement;
- ff) “Ratification Question” means the question as set out in Schedule “D” to this Settlement Agreement, upon which the Eligible Voters cast their ballots in the Ratification Vote or the Second Ratification Vote (if any);
- gg) “Ratification Vote” means the vote on the Ratification Question held pursuant to Article 5 and sections 3 and 5 of the Ratification Protocol;
- hh) “Releasee” means Her Majesty the Queen in right of Canada and includes her past, present and future Ministers, officers, servants, employees, agents, successors, assigns and insurers, and any party or parties who claim a right or interest on her or their behalf in respect of the matters covered hereby;
- ii) “Releasor” means the Listuguj Band on its own behalf and on behalf of all Members, past, present and future, collectively and individually, including their respective predecessors, descendants, successors, heirs,

administrators, personal and legal representatives, trustees and assigns, as well as any party or parties who claim a right or interest on any of their behalf in respect of the matters covered by this Settlement Agreement;

- jj) "Schedule" means a Schedule to this Settlement Agreement;
- kk) "Second Ratification Vote" means the vote, if any, on the Ratification Question held pursuant to Article 5 and sections 3 and 6 of the Ratification Protocol;
- ll) "Settlement Agreement" means this agreement and any amendments thereto, including the Preamble and all Schedules; and
- mm) "Settlement Funds" means the amount set out under Article 3.2.

1.2 The singular includes the plural and the masculine includes the feminine.

1.3 Where there is a reference to a number of days between two (2) events, these shall refer to calendar days not "business days", except where business days are expressly referenced. Consequently, where a business day is referenced this shall mean any day other than a Saturday, Sunday or statutory holiday, and ends at 5 pm Atlantic time of that day, while a reference to a "day" shall include a Saturday, Sunday or statutory holiday. Within these parameters, when calculating compliance with any time limit provided, the day on which the first event happens is excluded and the day on which the second event happens is included. Where the last day of any time limit provided falls on a Saturday, Sunday or statutory holiday, it shall be extended to the next business day.

SCHEDULES

1.4 The following Schedules are attached to and form an integral part of this Settlement Agreement:

- a) Schedule "A": Privy Council Order P.C.2012-829 Dated June 19, 2012 Setting Apart the Acquired Busted Lands as Part of Listuguj;
- b) Schedule "B": Map Illustrating the Boundaries of the Mann-Fraser Estate Claim for the Purposes of this Settlement Agreement;
- c) Schedule "C": Legal Description and Survey Plan of the Mann-Fraser Estate Claim for the Purposes of this Settlement Agreement;
- d) Schedule "D": Ratification Question;

- e) Schedule “E”: Certificate of Results for Ratification Vote;
- f) Schedule “F”: Certificate of Results for Second Ratification Vote (if required);
- g) Schedule “G” Draft Order-in-Council – Successful Ratification and Authority to Sign
- h) Schedule “H”: Certificate of Independent Legal Advice; and
- i) Schedule “I”: Certificate of Independent Financial Advice.

WHOLE AGREEMENT

- 1.5 This Settlement Agreement constitutes the entire agreement between the Parties with respect to the resolution of the Federal Court Litigation and the Claims. The Parties acknowledge that there are no representations, warranties, collateral agreements, options or terms, operating in favour of either Party with respect to any aspect of this Settlement Agreement, except as expressly set out herein.

AMENDMENT

- 1.6 Any modification of this Settlement Agreement must be in writing and signed by the Parties or it shall have no effect and shall be void.

NO ADMISSIONS

- 1.7 The parties specifically agree that this Settlement Agreement is entered into without admission and without prejudice respecting any issues of fact and of law, including in respect of the Claims and the matters alleged in the Federal Court Litigation.

STATUS OF THIS AGREEMENT

- 1.8 This Settlement Agreement is neither a treaty nor a land claim agreement within the meaning of Sections 25 and 35 of the *Constitution Act, 1982*.

ARTICLE 2 SCOPE OF AGREEMENT

ONLY THE FEDERAL COURT LITIGATION AND THE CLAIMS ARE AFFECTED

- 2.1 This Settlement Agreement is intended to, and does, only affect and resolve the Federal Court Litigation and the Claims.
- 2.2 In addition to what is provided in Articles 2.1 and 2.3 and to make the intention of the Parties clear, this Settlement Agreement shall not affect:

- a) any other rights, claims, causes of action, actions and negotiations of the Listuguj Band or any Member whatsoever, notably:
 - i. any claims or entitlements under the Indian Residential Schools Settlement Agreement and any claims related to experiences in what are commonly referred to as Indian Day Schools;
 - ii. with respect to Lots 4 and 5 in the Ristigouche Range, Township of Mann, registration division of Bonaventure #2 and with respect to the portion of the nineteenth-century so-called "Irish Settlements" along the eastern margin of present-day Listuguj, northwest of the lands of the Mann-Fraser Estate Claim which are generally shown on a survey map done by William Macdonald in 1857 and which today correspond approximately to lots 2 to 11 or parts thereof in the West Rivière du Loup Range, Township of Mann, registration division of Bonaventure #2;
 - iii. against the province of Quebec, including in particular with respect to all non-compliance with legal and permitting requirements for the occupation, maintenance and use by the province of the portion of Highway 132 traversing Listuguj as it existed prior to the addition of the Acquired Busted Lands, and for the Listuguj portion of the right of way of the Interprovincial Bridge Approach, and regarding both, levies, damages, compensation or periodic payment or other remedies; and
- b) the rights or claims of any other First Nation, Band or group of Indians or Aboriginal group.

NON-DEROGATION FROM SECTION 35 RIGHTS

2.3 Nothing in this Settlement Agreement shall, or shall be deemed or construed to, abrogate, derogate from, define, create, recognize, limit, deny or alter any existing Aboriginal and treaty rights, including Aboriginal title, of the Listuguj Band. Further, nothing in this Settlement Agreement shall prevent any such rights from being addressed in a court of law or in any other legal proceedings related to existing Aboriginal and treaty rights, including Aboriginal title, or in an agreement among Canada, a province and the Listuguj Band.

NO EFFECT ON NORMAL PROGRAMS

2.4 Nothing in this Settlement Agreement shall affect the ability of the Listuguj Band or any Member to have access to programs and services offered by Canada in

accordance with the laws, policies and criteria established from time to time for those programs and services.

- 2.5 Neither the amount of the Settlement Funds paid under Article 3.2 hereof, nor the income, if any, from the said payment, shall be factored into or considered in any negative manner in the determination of any amount of funding for any programs or services of Canada, including any discretionary programs or services, for which the Listuguj Band or any Member qualifies under the criteria for those programs or services.

ARTICLE 3 CANADA CONSIDERATION

ACQUIRED BUSTEED LANDS AND SETTLEMENT FUNDS

- 3.1 The Listuguj Band acknowledges that Canada's acquisition of and the addition to Listuguj of the Acquired Busted Lands by Privy Council Order P.C. 2012-829 dated June 19, 2012, which order is reproduced as Schedule "A", was effected by Canada as forming part of the Canada Consideration.
- 3.2 Canada will, subject to the terms hereof, pay to the Listuguj Band the sum of sixty-four million, five hundred thousand dollars (\$64,500,000.00), which is inclusive of Costs and interest (except for any interest that may become payable pursuant to Article 3.5), as the Settlement Funds.
- 3.3 Together, the Acquired Busted Lands and the Settlement Funds are accepted by the Listuguj Band as the Canada Consideration, and shall be, subject to Articles 3.4 and 3.5, the only consideration required to be paid or effected by Canada under this Settlement Agreement.
- 3.4 To make the intention of the Parties clear, no separate payment of interest shall be payable by Canada pursuant to this Settlement Agreement. No interest shall accrue on the Settlement Funds, if paid within the time limits provided by Article 8.1(j).
- 3.5 If the time limit for payment provided by Article 8.1(j) is not respected as regards the whole or any part of the Settlement Funds, then until final and complete payment, the outstanding unpaid balance shall bear interest from the date when payment was first due to the date payment in full is made. The rate of interest payable shall be the rate for amounts owing to Her Majesty under the *Interest and Administrative Charges Regulations, SOR/96-188*, passed under the

Financial Administration Act, R.S.C., 1985, c. F-11. As of the Effective Date, Canada, through the Receiver General for Canada, publishes the interest rate applicable from time to time on the website found at <http://www.tpsgc-pwgsc.gc.ca/recgen/txt/taux-rates-eng.html>.

TIMING AND METHOD OF PAYMENT

- 3.6 The Settlement Funds will be paid by Canada following Ratification of this Settlement Agreement by the Listuguj Band in accordance with the Ratification Protocol dated _____, 2013, and following satisfaction of all other conditions for the coming into effect of this Settlement Agreement, in particular the receipt by Canada of all materials required by Article 8.1h).
- 3.7 To make the intention of the Parties clear, and notwithstanding the coming into effect of this Settlement Agreement as established in Article 7.3, the Parties acknowledge and agree that the timing of the payment of the Settlement Funds by Canada shall be expressly subject to the federal Parliamentary appropriations process, and more specifically to the release of supply from the federal “Main or Supplementary Estimates”, as referred to in the federal Parliamentary system, next following the Effective Date, in which case Canada shall make the payment within the time period stipulated in Article 8.1j).
- 3.8 The Listuguj Band authorizes and irrevocably directs Canada to pay the Settlement Funds by way of a direct bank electronic transfer to a trust to be established by and for the Listuguj Band. The Listuguj Band will provide Canada, in a timely fashion so as to allow Canada to respect the timing provisions of this Settlement Agreement as to payment, the necessary banking information to permit Canada to make the direct electronic payment of the Settlement Funds to the designated bank account and further, within the time period stipulated in Article 8.1k), the Listuguj Band or its legal counsel shall confirm to Canada receipt of the deposited Settlement Funds.

MUTUAL ASSURANCES AS TO TREATMENT OF SETTLEMENT FUNDS

- 3.9 The Parties agree and acknowledge that the Settlement Funds payable pursuant to this Settlement Agreement are not “Indian Moneys” within the meaning of the *Indian Act* and therefore the provisions of the *Indian Act* with respect to the management of Indian Moneys shall not apply.
- 3.10 The Parties agree that Canada is not responsible for the direction by the Listuguj Band to deposit the Settlement Funds in accordance with Article 3.8. Further, the Listuguj Band agrees that Canada shall have no responsibility or liability for the

safe custody, preservation of capital, distribution, use, management, investment, or any losses or depreciation or rate of return obtained thereon of the Settlement Funds, and the Listuguj Band acknowledges that Canada assumes no obligations, fiduciary or otherwise, towards the Listuguj Band and the Members regarding the management and use of the Settlement Funds.

SOURCING OF SETTLEMENT FUNDS

- 3.11 In addition to, and without limiting Articles 2.4 and 2.5, Canada expressly warrants that the Settlement Funds will not be taken in whole or in part out of any monies otherwise payable to the Listuguj Band in the past, present and future and that the Settlement Funds will ultimately be sourced from monies appropriated exclusively for this purpose.

ARTICLE 4 LISTUGUJ BAND CONSIDERATION

RELEASES

- 4.1 In consideration of the Canada Consideration, the Releasor hereby and forever fully releases, remises and discharges, without qualification or limitation, the Releasee from any and all actions, causes of action, suits, claims, or demands, inclusive of Costs, or from any obligation or liability whatsoever, and whether in law, equity or otherwise, which the Releasor ever had, now has, or may ever have against the Releasee in respect of the Federal Court Litigation and the Claims. This Article shall only take effect, and may only be relied upon by Canada, upon Canada's provision of the Canada Consideration, and where any applicable interest pursuant to Article 3.5 has been paid.
- 4.2 To make the intention of the Parties clear, and in conformity with Article 2.3, no release is provided with respect to any existing Aboriginal and treaty rights, including Aboriginal title, of the Listuguj Band.
- 4.3 The release set out in Article 4.1 does not release Canada from the due performance of its obligations arising from this Settlement Agreement and nothing herein shall prevent or restrict the Listuguj Band from pursuing any legal remedies against Canada for non-performance in accordance with the terms of this Settlement Agreement.
- 4.4 In further consideration of the Canada Consideration, and in conformity with Article 3.10, the Releasor hereby and forever fully releases, remises and

discharges, without qualification or limitation, the Releasee from any and all actions, causes of action, suits, claims or demands, or from any obligation or liability whatsoever, and whether in law, equity or otherwise, which the Releasor ever had, now has or may ever have against the Releasee in respect of the payment by Canada of the Settlement Funds in the manner prescribed by Article 3.8, or arising from any subsequent management, investment, disbursement, or any other use or dealings with respect to such payment, or any loss or depreciation of the Settlement Funds, in whole or in part, whether through investment by the Releasor or failure of a financial institution or otherwise.

DISCONTINUANCE OF THE FEDERAL COURT LITIGATION

- 4.5 After payment of the Settlement Funds, and any interest pursuant to Article 3.5 if applicable, has been made by Canada and within the time period set out at Article 8.11), the Listuguj Band shall instruct its legal counsel to file a Notice of Discontinuance of the Federal Court Litigation without costs in *Listuguj Mi'gmaq First Nation v. Her Majesty the Queen in right of Canada*, File no. T-2478-03, and Canada shall instruct its legal counsel to accept such Discontinuance without costs.

NON-ASSIGNMENT AND INDEMNITY

- 4.6 The Releasor hereby represents and warrants that it has not assigned to any person, firm or corporation any of the actions, causes of action, claims, debts, suits or demands of any nature and kind which the Releasor has settled and released by this Settlement Agreement.
- 4.7 The Releasor agrees and undertakes to indemnify and save harmless the Releasee for all liabilities, damages or other awards or compensation of any nature and kind whatsoever, and whether at law or in equity, incurred by the Releasee or required to be paid by the Releasee under a Court judgment which has become final resulting from any legal proceedings in relation to the issues in the Federal Court Litigation, the Claims and the matters released in Articles 4.1 and 4.4, brought by the Releasor against any person or entity, or brought by any person or entity against Canada.
- 4.8 The amount of the indemnity provided in Article 4.7 shall be limited to and shall not exceed:
- a) twenty percent (20%) of the Settlement Funds for any award or aggregate of awards concerning any single Claim as defined in this Settlement Agreement, provided that where the award or aggregate of awards concerns more than

one of the Claims, then the limit of the indemnity shall be twenty percent (20%) for each said Claim; and

- b) the total amount of the Settlement Funds in respect to an award or aggregate of awards concerning all the Claims as defined in the Settlement Agreement.
- 4.9 The indemnity provided in Article 4.7 shall constitute a distinct debt of the Releasor that the Releasee may not satisfy by deducting it from contributions and funding to the Listuguj Band by Canada for programs, services, capital works, operation and maintenance or otherwise.
- 4.10 The indemnity provided for in Article 4.7 does not cover the costs of the Releasee in defending any such action, suit, claim, or other matter and is conditional upon the Releasee:
- a) forthwith, upon becoming aware of such action, suit, claim, or other matter, giving notice to the Listuguj Band in the manner provided by Article 9;
 - b) consenting to or supporting any application by the Listuguj Band, if the Listuguj Band is not named as a party, to be named as a party thereto; and
 - c) not settling any such action, suit, claim, or other matter without the written consent of the Listuguj Band to such settlement.
- 4.11 The Listuguj Band shall be entitled to defend against, investigate, negotiate or settle, as it deems expedient and at its own expense, any action, suit, claim, or other matter brought against the Releasee that may give rise to a right of indemnification under Article 4.7, and, upon request of the Listuguj Band, Canada will cooperate therewith, including by sharing records to the extent they are not protected as Cabinet confidences or otherwise protected by law. The foregoing, however, shall in no way:
- a) mean that the Listuguj Band is entitled to represent the Releasee; or,
 - b) affect the rights or abilities of the Releasee to defend against, investigate, negotiate or settle any such action, suit, claim or other matter, including, without limitation, the appointment of counsel.

RELATIONS AMONG INTEREST HOLDERS

- 4.12 With respect to the Lands comprised within the Busteed Estate Claim, the Mann-Fraser Estate Claim and the Mission Lands Claim:
- a) Any person or entity who holds any interest in the said lands at the Effective Date of this Settlement Agreement, including, with respect to any said interest, their predecessors, descendants, successors, heirs, administrators, personal and legal representatives, trustees and assigns, shall continue to be entitled to the exercise of their said interest, in accordance with the terms and conditions thereof;
 - b) Nothing in this Settlement Agreement affects the exercise of the Releasor's interest in Listuguj or affects the exercise by the Releasor of any existing Aboriginal and treaty rights, including Aboriginal title; and
 - c) Any dispute between the exercise of the interest of any person or entity referred to in Article 4.12a) and the exercise of the interest of the Releasor referred to in Article 4.12b) is a matter left to be addressed between that person or entity and the Releasor and any other interested party either by agreement or through resort to a court of law.

**ARTICLE 5
RATIFICATION**

- 5.1 Ratification of this Settlement Agreement by the Listuguj Band was effected by way of Ratification Vote or Second Ratification Vote among all Eligible Voters conducted by way of secret ballot on the Ratification Question set out at Schedule "D" using the Ratification Protocol.
- 5.2 The Listuguj Band provided all Eligible Voters, whether residing in Listuguj or elsewhere, with an opportunity in accordance with the Ratification Protocol to vote in the Ratification Vote as well as in the Second Ratification Vote (if any).
- 5.3 The Listuguj Band further acknowledges that:
- a) the Ratification Vote and Second Ratification Vote (if any) each concerned the Ratification Question posed and provided as Schedule "D";
 - b) the Listuguj Band was and continues to be responsible for all costs associated with carrying out the Ratification Protocol including, without

- restricting the generality of the foregoing, costs of the Ratification Vote and of the Second Ratification Vote, if any;
- c) the required threshold for Ratification was achieved in the Ratification Vote in that the number of “Yes” votes received represented at least twenty-five percent (25%) plus one (1) of all Eligible Voters, and the total of the “Yes” votes was greater than the total of the “No” votes in respect of the Ratification Question as required by section 5 of the Ratification Protocol;
 - d) as an alternative to the acknowledgement in Article 5.3c), above, where the required threshold for Ratification in accordance with section 5 of the Ratification Protocol was not achieved in the Ratification Vote but the total of the “Yes” votes on the Ratification Vote was greater than the total of the “No” votes, a Second Ratification Vote was conducted and the total of “Yes” votes received represented at least twenty-five percent (25%) plus one (1) of all Eligible Voters, and the total of the “Yes” votes was greater than the total of the “No” votes in respect of the Ratification Question as required by section 6 of the Ratification Protocol; and,
 - e) the Chief Ratification Officer prepared a Certificate of Results showing the results of the Ratification Vote, and, if applicable, also prepared a Certificate of Results showing the results of the Second Ratification Vote, both certificates being as provided for in the Ratification Protocol and as also set out as Schedules “E” and “F”.
- 5.4 To make the intention of the Parties clear, and as provided in section 8 of the Ratification Protocol, if the Listuguj Band cannot make the acknowledgment set out at Article 5.3c) or Article 5.3d) that the approval and assent required of the Eligible Voters of the Listuguj Band under the Ratification Protocol was obtained, the Settlement Agreement shall not be executed by the Parties and shall be considered null and void.

ARTICLE 6 FUTHER REPRESENTATIONS AND WARRANTIES

- 6.1 The Listuguj Band represents and warrants that:
- a) it has been independently advised by negotiators, legal and financial advisor(s) of its choosing with respect to all matters arising in connection with or dealt with in this Settlement Agreement and in the Ratification Protocol, and, in particular:

- i. it retained independent legal counsel qualified to practice law in the province of Quebec to advise it with respect to the Federal Court Litigation and the Claims, including all matters arising in connection with or dealt with in this Settlement Agreement and that, prior to the Ratification Vote, its legal counsel, or his/her qualified designate, fully explained to the Chief and Council, and to the Members present at the Information Meeting(s), the legal aspects of this Settlement Agreement and the Ratification process, including but not limited to the Ratification Question at Schedule “D” (all as further evidenced by the Certificate of Independent Legal Advice annexed to this Settlement Agreement as Schedule “H”);
 - ii. it retained one or more independent financial advisor(s) qualified to provide financial advice to the Listuguj Band with respect to the financial aspects of this Settlement Agreement and the financial advisor(s) provided the Chief and Council and the Members present at the Information Meeting(s) independent financial advice with respect to the Settlement Agreement (as further evidenced by the Certificate of Independent Financial Advice annexed to this Settlement Agreement as Schedule “I”);
 - b) the Settlement Agreement has been jointly drafted by the Parties;
 - c) subject to Ratification in accordance with Article 5 and with the Ratification Protocol, the Chief and Council has full legal authority to bind the Listuguj Band and the Members with respect to the matters in this Settlement Agreement, and to instruct its legal counsel to file on its behalf and on behalf of the Listuguj Band and the Members, a Notice of Discontinuance of the Federal Court Litigation; and
 - d) Pursuant to the legal authority referenced in Article 6.1c), and following a positive Ratification Vote or Second Ratification Vote (if any), the members of the Chief and Council, representing at least a quorum of that council, issued an Order-in-Council issued in compliance with Article 8.1(f) and substantially in the form set out at Schedule “G” confirming the details of the Ratification as well as instructing and giving authority to a named duly authorized delegate of the Chief and Council to sign this Settlement Agreement.
- 6.2 Canada represents and warrants that the Settlement Agreement has been jointly drafted by the Parties and that its legal counsel and negotiators have fully communicated and explained to all of its relevant officials and authorities all of

the financial and legal aspects of this Settlement Agreement and that this Settlement Agreement has been fully accepted by Canada.

- 6.3 The undersigned representative of Canada represents and warrants that he or she has the authority to sign this Settlement Agreement and complete its terms on behalf of Canada upon completion of all necessary prior terms as set out in this Settlement Agreement.

**ARTICLE 7
SIGNING AND COMING INTO EFFECT
OF SETTLEMENT AGREEMENT**

NUMBER OF SIGNED COPIES AND ORDER OF SIGNATURES

- 7.1 Subject to Article 7.2, the Parties will sign four (4) original copies of this Settlement Agreement, with Canada being the last to sign. Once Canada's representative has executed all original copies of the Settlement Agreement, Canada shall provide three (3) original copies to the Listuguj Band and retain the fourth. Where either Party requires further legal copies, that Party shall make certified copies from its own original copy.

SIGNING IN COUNTERPART

- 7.2 Notwithstanding Article 7.1, this Settlement Agreement may be signed in counterpart provided that Canada shall only sign after it has received at least a facsimile or e-mailed copy of the signature page or pages showing the signature on behalf of the Chief and Council and has received all other materials mentioned in Article 8.1h). When Canada signs this Settlement Agreement, it shall insert at the top of page one (1), the same date as the date on which it signs.

COMING INTO EFFECT AND IMPLEMENTATION

- 7.3 Subject to Article 7.1, this Settlement Agreement comes into effect and is binding upon the Parties on the date Canada signs in accordance with Article 7.2, which shall be the Effective Date. Only then will the Parties be obligated to complete the steps set out in Articles 8.1j) to 8.1m) in implementation of this Settlement Agreement. Notwithstanding the coming into effect of this Settlement Agreement, Canada shall not be able to rely on Articles 4.1 and 4.4 until such time as the Settlement Funds, and any applicable interest pursuant to Article 3.5, have been paid in accordance with Article 8.1j) or otherwise.

ARTICLE 8 SEQUENCE OF COMPLETION STEPS

- 8.1 To make their intentions clear, the Parties agree that the following events must occur in the following sequence and within any stated time lines in order to complete this Settlement Agreement:
- a) this Settlement Agreement must have been Ratified by the Eligible Voters of the Listuguj Band in the Ratification Vote or, where applicable, the Second Ratification Vote done in conformity with the Ratification Protocol;
 - b) within the applicable time limits set out in the Ratification Protocol for so doing, the Chief Ratification Officer shall complete his or her Official Results Report in the form and content set out at Annex 1 to the Ratification Protocol, with all applicable Exhibits, including the Certificate of Results for the Ratification Vote substantially in the form set out at Schedule “E” as well as in Exhibit “C” to the said Official Results Report and, if applicable, the Certificate of Results for the Second Ratification Vote substantially in the form set out at Schedule “F” as well as in Exhibit “E” to the said Official Results Report;
 - c) the results of the Ratification Vote or, where applicable, the Second Ratification Vote have become final, which shall only be so once all review and/or appeal periods pursuant to the Ratification Protocol have elapsed, or all review and appeal decisions have been rendered and any applicable appeals from any such decisions have been exhausted;
 - d) the Certificate of Independent Legal Advice in the form attached to this Settlement Agreement as Schedule “H” shall be completed and signed;
 - e) the Certificate of Independent Financial Advice in the form attached to this Settlement Agreement as Schedule “I” shall be completed and signed;
 - f) following completion of the requirements in Articles 8.1a) to 8.1e), the Chief and Council shall issue an Order-in-Council substantially in the form set out at Schedule “G”, duly passed by a quorum of the Chief and Council, confirming:
 - i. that prior to submitting the Settlement Agreement to Ratification by Eligible Voters, the Chief and Council had reviewed and, subject to such Ratification, had approved and recommended to the Members the terms and conditions of the Settlement Agreement, including all Schedules;

- ii. that, subsequently, the Ratification Vote and Second Ratification Vote, if any, were carried out in accordance with the requirements of the Ratification Protocol;
 - iii. that the Ratification Vote or Second Ratification Vote, as applicable, was successful in that the required level of “Yes” votes was achieved; and
 - iv. that, as a consequence of a successful Ratification Vote or Second Ratification Vote, if any, the Chief and Council authorizes execution of the Settlement Agreement by its named duly authorized delegate and further authorizes such person, or any named Chief and Council members, employees, advisors or legal counsel to sign any and all required ancillary documents or to take such further steps as are required under this Settlement Agreement to complete and implement it;
- g) following the passage of the Order-in-Council required by Article 8.1f), four (4) copies of the Settlement Agreement shall be signed by the named duly authorized delegate of the Chief and Council;
- h) the Listuguj Band shall then provide to Canada the materials set out at Articles 8.1b) and 8.1d) to 8.1g) to Canada at the address noted at Article 9.1, which must be all original copies required to be signed, provided that a facsimile or e-mailed copy of the executed signing page or pages of the Settlement Agreement may precede the sending of the originals to Canada;
- i) upon receipt of the materials set out in Article 8.1h), which in the case of the Settlement Agreement may be only the facsimile or e-mailed signing page or pages thereof, Canada’s authorized representative shall sign four (4) original copies of this Settlement Agreement in counterpart as permitted by Article 7.2 and deliver by facsimile or e-mail the signing page to the Listuguj Band and also mail or send by courier three (3) original full copies of this Settlement Agreement, signed by him or her, to the Listuguj Band at the address noted at Article 9.1;
- j) within thirty (30) days to the release of supply from the federal “Main or Supplementary Estimates”, as referred to in the federal Parliamentary system, which next follows after the Effective Date, Canada shall pay the Settlement Funds in the manner and to the payee set out in Article 3.8;

- k) within five (5) days of payment by Canada of the Settlement Funds in the manner and to the payee set out in Article 3.8, the Listuguj Band or its legal counsel shall notify Canada of confirmation of receipt of the payment, as required by that same Article;
- l) within thirty (30) days of Canada having paid the Settlement Funds, the Federal Court Litigation will be discontinued in accordance with Article 4.5; and
- m) signing and exchange by authorized representatives of the Parties of any other document required to give effect to, or implement, this Settlement Agreement, and the completion of any required settlement steps remaining.

ARTICLE 9 NOTICES

- 9.1 Any notice or other written communication required or permitted to be given under this Settlement Agreement shall be given as follows:

To Canada:

Director General
Litigation Management and Resolution Branch
Policy and Strategic Direction
Aboriginal Affairs and Northern Development Canada
Les Terrasses de la Chaudière
25 Eddy Street, Rm 1430
Gatineau, QC
K1A 0H4

Facsimile No.: 819-997-1679

To the Listuguj Band:

Chief and Council
The Listuguj Band
17 Riverside Drive West
P.O. Box 298
Listuguj, Quebec
G0C 2R0

Facsimile No. 418-788-2058

- 9.2 Any notice may be delivered personally or sent by facsimile or registered mail, unless other methods are specifically provided in respect of any Article hereof, to the Parties at the addresses set out in Article 9.1. The notice shall be presumed to have been received by one of the Parties:
- 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 and the fifth day after it was mailed.
- 9.3 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 force and effect.

ARTICLE 10 GENERAL PROVISIONS

FURTHER ACTS AND ASSURANCES

- 10.1 The Parties agree to do such things, sign such further documents and take such further measures as may be reasonably necessary to carry out and implement the terms, conditions and intent of this Settlement Agreement.

TIME OF THE ESSENCE

- 10.2 The Parties agree and acknowledge that time is of the essence. Each Party agrees to make all reasonable efforts to ensure such steps as are their own to take are undertaken within the time lines required by this Settlement Agreement, and also to comply with Article 10.1 in a timely fashion in order to complete this Settlement Agreement.

BINDING EFFECT

- 10.3 This Settlement Agreement, and the settlement hereunder, is for the benefit of, and is binding upon, Canada and all past, present and future Ministers, officers, servants, employees, agents, successors, assigns and insurers, and any party or parties who claim a right or interest on their behalf in respect of the matters covered hereby.
- 10.4 This Settlement Agreement, and the settlement hereunder, is for the benefit of, and is binding upon, the Listuguj Band and past, present and future Members,

both individually and collectively, and upon all of their respective predecessors, descendants, successors, heirs, administrators, personal and legal representatives, trustees and assigns, as well as any party or parties who claim a right or interest on any of their behalf in respect of the matters covered by this Settlement Agreement.

SENATORS AND MEMBERS OF PARLIAMENT OR NATIONAL ASSEMBLY

10.5 No member of:

- a) the House of Commons or Senate of Canada; or
- b) the National Assembly of Quebec;

shall be admitted to any share or part of this Settlement Agreement or to any benefit arising therefrom except as a Member.

NO WAIVER

10.6 The failure of either Party to enforce at any time any term or condition of this Settlement Agreement or to exercise any right which is herein provided will in no way be construed to be a waiver of such provision or any other provision nor in any way affect the validity of this Settlement Agreement or any part hereof or the right of any Party to enforce thereafter each and every provision and to exercise any right. The waiver by a Party of any breach of this Settlement Agreement by the other Party will not be held to be a waiver of any other or subsequent breach. Nothing will be construed as or have the effect of a waiver except if such waiver is expressly provided by an instrument in writing signed by a duly authorized officer of the Party against whom such waiver is sought to be enforced.

SEVERABILITY

10.7 If any provision of this Settlement Agreement is declared invalid or unenforceable by any competent authority, such provision will be deemed severed and will not affect the validity or enforceability of the remaining provisions of this Settlement Agreement, unless such invalidity or unenforceability renders the operation of this Settlement Agreement unreasonable, in which case Article 10.8 shall apply.

10.8 Where any provision of this Settlement Agreement has been severed in accordance with Article 10.7 and that severance materially affects the implementation of this Settlement Agreement as contemplated by that Article, the

Parties agree to meet to resolve any issues as may arise as a result of that severance and to amend this Settlement Agreement accordingly.

GENERAL DISPUTE RESOLUTION

10.9 In the event of a disagreement between the Parties arising out of this Settlement Agreement, the Parties agree to explore, for a minimum of thirty (30) days, resolution through discussion or other appropriate dispute resolution process, including mediation or court-assisted dispute resolution if available, before resorting to litigation.

APPLICABLE LAW

10.10 This Settlement Agreement shall be governed and construed in accordance with the laws of Canada and Quebec applicable thereto and, notably, this Settlement Agreement is a transaction under the *Civil Code of Quebec*.

IN WITNESS WHEREOF the duly authorized representatives of the Parties have signed this Settlement Agreement on the dates, in the locations and before the witnesses herein below set out.

SIGNED ON BEHALF OF THE LISTUGUJ BAND BY THE DULY AUTHORIZED DELEGATE OF THE CHIEF AND COUNCIL at _____, Quebec, this ___ day of _____, 201__.

(Insert name)

Witness Name:

SIGNED ON BEHALF OF HER MAJESTY THE QUEEN IN RIGHT OF CANADA BY HER DULY AUTHORIZED DELEGATE at Gatineau, Quebec, this ___ day of _____, 201__.

(Insert name), Chief Financial Officer,
Chief Financial Officer Sector,
Department of Indian Affairs and Northern Development

Witness Name:

Schedule "A"

**PRIVY COUNCIL ORDER P.C. 2012-829 DATED JUNE 19, 2012
SETTING APART THE ACQUIRED BUSTEED LANDS AS PART OF LISTUGUJ**

Schedule "A" – Cont'd

**PRIVY COUNCIL ORDER P.C. 2012-829 DATED JUNE 19, 2012
SETTING APART THE ACQUIRED BUSTEED LANDS AS PART OF LISTUGUJ**

Schedule “B”

**MAP ILLUSTRATING THE BOUNDARIES OF THE MANN-FRASER ESTATE CLAIM
FOR THE PURPOSES OF THIS SETTLEMENT AGREEMENT**

Schedule "C"

**LEGAL DESCRIPTION AND SURVEY PLAN
OF THE MANN-FRASER ESTATE CLAIM
FOR THE PURPOSES OF THIS SETTLEMENT AGREEMENT**

Schedule "C" – Cont'd

**LEGAL DESCRIPTION AND SURVEY PLAN
OF THE MANN-FRASER ESTATE CLAIM
FOR THE PURPOSES OF THIS SETTLEMENT AGREEMENT**

RATIFICATION QUESTION

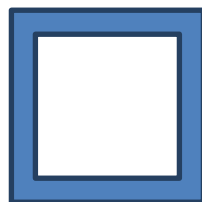
DO YOU APPROVE BOTH:

- the proposed Settlement Agreement, dated for reference January 27, 2014, resolving the Federal Court Litigation, file no. T-2478-03 and resolving the following Claims:
 - the "Approach to the Interprovincial Bridge Claim";
 - the "Busteed Estate Claim";
 - the "Highway 132 Claim";
 - the "Mann-Fraser Estate Claim"; and
 - the "Mission Lands Claim";

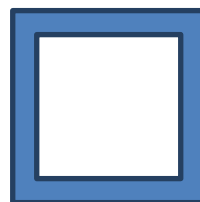
AND

- the proposed Listuguj Trust Agreement, dated for reference February 10, 2014, for the purposes of the protection, investment and use of the Settlement Funds?

Mark this Ballot by placing an "X" or a check mark "✓" in the box that is over the word "YES" or "NO":



YES



NO

Schedule "E"

CERTIFICATE OF RESULTS FOR THE RATIFICATION VOTE

I. BALLOT RECONCILIATION AND VOTING RESULTS		
1.	Total number of ballots printed and initialed by Chief Ratification Officer, including those destroyed for any reason (include serial numbers, if applicable)	
2.	Total number of ballots destroyed prior to circulation (include serial numbers, if applicable)	
3.	Total number of ballots in circulation (include serial numbers, if applicable)	
4.	Total number of Mail-in Ballots placed in circulation but unaccounted for, calculated in accordance with Section 70 of the Ratification Protocol.	
5.	Total number of spoiled ballots (e.g., because ballot was replaced due to voter error, because Mail-in Ballot was returned in order to vote in person, etc)	
6.	Total number of ballots cast ("Yes", "No" and "Rejected/Invalid" ballots)	
	a) "Yes"	
	b) "No"	
	c) "Rejected/Invalid"	
	(i) at Mail-in Ballot verification stage (e.g.: received late; Voter Declaration incomplete/not signed; voter's name not on Eligible Voters list; voter voted in person)	
(ii) at ballot box counting stage (e.g.: unclear voter choice; voter can be identified; ballot blank; etc.)		
	Total "Rejected/Invalid" ballots [Total of c(i) and c(ii)]	
7.	TOTAL BALLOTS CAST [total of 6 (a), (b) and (c)]	
8.	Total number of used ballots (spoiled + "Yes" + "No" + "Rejected/Invalid")	
9.	Total number of unused ballots (arrived at by counting them; not by deduction)	
10.	Are all ballots accounted for (circle one)? (line 4 + line 6 + line 8 + line 9 should be = to line 3) (If not, explain on extra pages to be attached. The report should attempt to ascertain if the missing ballots were "used" or "unused".)	YES
		NO
II. THRESHOLD REQUIREMENTS		
11.	Total number of Eligible Voters	
12.	Were there more "yes" votes than "no" votes (circle one)? Write in the total percentage of "yes" votes compared to the "Total Ballots Cast" (line 7) [i.e., including "Rejected/Invalid" ballots, but excluding both spoiled ballots (line 5) and Mail-in Ballots in circulation but not accounted for (line 4)]	YES
		NO
		___%
13.	Does the number of "yes" votes represent at least twenty-five percent (25%) plus one (+1) of <u>all</u> Eligible Voters (circle one)? Write in the achieved percentage of "yes" votes among <u>all</u> Eligible Voters	YES
		NO
		___%
III. BALLOT BOX ACCOUNTING		
14.	How many ballot boxes were available ?	
15.	How many ballot boxes were used ?	
16.	How many ballot boxes were unused ?	
17.	Are all ballot boxes accounted for (circle one)? (Line 15 + Line 16 should = Line 14) (If any ballot boxes are unaccounted for, explain on extra pages to be attached, attempting to ascertain if any of the missing ballot boxes were among the ballot boxes used to receive ballots.)	Yes
		NO

Date: _____

[name], Chief Ratification Officer

Schedule "F"

CERTIFICATE OF RESULTS FOR THE SECOND RATIFICATION VOTE

I. BALLOT RECONCILIATION AND VOTING RESULTS		
1.	Total number of ballots printed and initialed by Chief Ratification Officer, including those destroyed for any reason (include serial numbers, if applicable)	
2.	Total number of ballots destroyed prior to circulation (include serial numbers, if applicable)	
3.	Total number of ballots in circulation (include serial numbers, if applicable)	
4.	Total number of Mail-in Ballots placed in circulation but unaccounted for, calculated in accordance with Section 70 of the Ratification Protocol.	
5.	Total number of spoiled ballots (e.g., because ballot was replaced due to voter error, because Mail-in Ballot was returned in order to vote in person, etc)	
6.	Total number of ballots cast ("Yes", "No" and "Rejected/Invalid" ballots)	
	a) "Yes"	
	b) "No"	
	c) "Rejected/Invalid"	
	(i) at Mail-in Ballot verification stage (e.g.: received late; Voter Declaration incomplete/not signed; voter's name not on Eligible Voters list; voter voted in person)	
(ii) at ballot box counting stage (e.g.: unclear voter choice; voter can be identified; ballot blank; etc.)		
Total "Rejected/Invalid" ballots [Total of c(i) and c(ii)]		
7.	TOTAL BALLOTS CAST [total of 6 (a), (b) and (c)]	
8.	Total number of used ballots (spoiled + "Yes" + "No" + "Rejected/Invalid")	
9.	Total number of unused ballots (arrived at by counting them; not by deduction)	
10.	Are all ballots accounted for (circle one)? (line 4 + line 6 + line 8 + line 9 should be = to line 3) (If not, explain on extra pages to be attached. The report should attempt to ascertain if the missing ballots were "used" or "unused".)	YES
		NO
II. THRESHOLD REQUIREMENTS		
11.	Total number of Eligible Voters	
12.	Were there more "yes" votes than "no" votes (circle one)?	YES
	Write in the total percentage of "yes" votes compared to the "Total Ballots Cast" (line 7) [i.e., including "Rejected/Invalid" ballots, but excluding both spoiled ballots (line 5) and Mail-in ballots in circulation but not accounted for (line 4)]	NO
		___%
13.	Does the number of "yes" votes represent at least twenty-five percent (25%) plus one (+1) of <u>all</u> Eligible Voters (circle one)?	YES
	Write in the achieved percentage of "yes" votes among <u>all</u> Eligible Voters	NO
		___%
III. BALLOT BOX ACCOUNTING		
14.	How many ballot boxes were available ?	
15.	How many ballot boxes were used ?	
16.	How many ballot boxes were unused ?	
17.	Are all ballot boxes accounted for (circle one)? (Line 15 + Line 16 should = Line 14) (If any ballot boxes are unaccounted for, explain on extra pages to be attached, attempting to ascertain if any of the missing ballot boxes were among the ballot boxes used to receive ballots.)	Yes
		NO

Date: _____

[name], Chief Ratification Officer

Schedule "G"

**DRAFT ORDER-IN-COUNCIL –
SUCCESSFUL RATIFICATION AND AUTHORITY TO SIGN**

WHEREAS, on December 30, 2003, the Listuguj Band commenced a legal action in the Federal Court, referred to as *Listuguj Mi'gmaq First Nation v. Her Majesty the Queen in right of Canada*, file no. T-2478-03, claiming declaratory relief and damages against Canada for various breaches of fiduciary obligations and wrongful losses regarding five parcels of land located on or adjacent to Listuguj, namely the Approach to the Interprovincial Bridge Claim, the Busted Estate Claim, the Highway 132 Claim, the Mann-Fraser Estate Claim and the Mission Lands Claim;

WHEREAS, the negotiators and representatives of the Listuguj Band and Canada have prepared a proposed Settlement Agreement for the full and final settlement of the Federal Court Litigation and the five Claims as defined in the proposed Settlement Agreement in return for the Acquired Busted lands, already added to Listuguj, and the provision of the Settlement Funds in the amount of \$64,500,000;

WHEREAS, the proposed Settlement Agreement is intended to and would only affect and resolve the Federal Court Litigation and the Claims, and is without admission and without prejudice whatsoever, notably to existing Aboriginal rights, Treaty rights and Aboriginal title;

WHEREAS, the Listuguj Band entered into a Ratification Protocol with Canada on January __, 2014 pursuant to which the Listuguj Band would conduct a Ratification process to determine whether the Eligible Voters of the Listuguj Band approved the proposed Settlement Agreement;

WHEREAS, under the direction of the Chief and Council and with the assistance of negotiators, legal counsel and financial advisors, a proposed Listuguj Trust Agreement was prepared to create a trust to receive the Settlement Funds and to govern the protection, investment and use thereof;

WHEREAS, the Chief and Council and the Members have been informed and consulted on an ongoing basis regarding the negotiation and development of the proposed Settlement Agreement and the proposed Listuguj Trust Agreement, notably through council and community meetings, briefings by its negotiators, legal counsel and financial advisors, bulletins and postings on the Web and through social media;

WHEREAS, prior to submitting the proposed Settlement Agreement and the proposed Listuguj Trust Agreement to Ratification by Eligible Voters, the Chief and Council reviewed and, subject to such Ratification, approved and recommended both agreements to the Members;

Schedule “G” – Cont’d

WHEREAS, a Ratification Vote was carried out according to the Ratification Protocol and the Ratification Vote was successful in approving the proposed Settlement Agreement and the proposed Listuguj Trust Agreement, in that the threshold level of “Yes” votes required was achieved, as more fully set out in the Chief Ratification Officer’s Solemn Declaration dated _____, 20__ and all Exhibits thereto, reporting on the Ratification process;

AND WHEREAS, the Eligible Voters of the Listuguj Band, having approved the proposed Settlement Agreement and the proposed Listuguj Trust Agreement, consequently directed the Chief and Council, by the signature of their duly authorized delegate, to enter into both agreements and all related or subsequent documentation required pursuant thereto;

NOW THEREFORE, the Chief and Council:

1. Names __(*proposed person*)__ as its duly authorized delegate for the execution of the proposed Settlement Agreement and the proposed Listuguj Trust Agreement;
2. Authorizes execution, by its said delegate, of the proposed Settlement Agreement and the proposed Listuguj Trust Agreement; and
3. Authorizes the said delegate, and the employees, advisors and legal counsel of the Listuguj Band, as well as its Trustee in the case of the proposed Listuguj Trust Agreement, to execute all ancillary documents and take such further steps as are required for the completion and implementation of those agreements.

Schedule "H"

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, Franklin S. Gertler, Attorney, Attorney, certify as follows:

- 1. I am a member in good standing of the Quebec Bar (Barreau du Québec). As such, I am entitled to provide legal advice and services in of the province of Quebec.
- 2. I have been retained by the Listuguj Band to act as legal counsel and I provided legal advice to the Chief and Council and to the Members as to the legal nature and effect of the Claims and the associated Federal Court Litigation and the Settlement Agreement (the "Legal Advice").
- 3. I provided the Legal Advice to the Chief and Council and to the Members present at the following Information Meetings held in accordance with the Ratification Protocol dated February __, 2014:

Location of Meetings:

Dates and Times:

_____, 2014, __:00 __.m.

_____, 2014, __:00 __.m.

- 4. During the Information Meeting(s) that I attended, I provided an overview of the Legal Advice and answered to the best of my professional ability all relevant legal questions about the Legal Advice put to me by any Member.
- 5. I am not aware of any fear, duress, threat, compulsion, lesion, error or fraud by any person which has been made to force the Chief and Council to accept the Settlement Agreement.
- 6. I have acted in this matter solely as the legal advisor for the Listuguj Band and the Members. I have no other interest in this matter other than as stated above.
- 7. Neither I nor any partner, employee or agent of my firm owes any type of legal or other duty or obligation to Canada and providing this Certificate is in no way intended to alter this situation.

Schedule “H” – Cont’d

8. The representations set out in this Certificate are intended for the sole purpose of documenting the fact that the Listuguj Band, through the Chief and Council and the Members present at the Information Meeting(s), has received independent legal advice in this process, and such representations are not intended to create any additional duties, obligations or liabilities on my part nor on the part of any partner, employee or agent of my firm to any of the Parties to the Settlement Agreement or to any third party with respect to the same, other than ordinary legal duties existing between me and the Listuguj Band as its legal counsel in the matters covered hereby.
9. This Certificate uses the defined words as they are used in the Settlement Agreement.

SIGNED at the City of _____, in the province of Quebec, this ____ day of _____, 2014.

Me Franklin S. Gertler, Attorney
FRANKLIN GERTLER LAW OFFICE

Schedule "I"

CERTIFICATE OF INDEPENDENT FINANCIAL ADVICE

I, Jack Jamieson, a Financial Advisor, of T.E. Investment Counsel Inc. ("T.E."), which is registered in Quebec, certify that:

- 1. I am qualified to give financial advice and have the Personal Financial Planner (PFP) designation.
- 2. I am a Vice President of T.E. and the said firm is engaged in the business of providing financial advice.
- 3. T.E., represented by me, was retained by the Chief and Council to act as its financial advisor and to provide financial advice, as more specifically described in paragraph 4, with regard to financial matters in relation to the Settlement Agreement.
- 4. I have provided independent financial advice to the Chief and Council and the Members present at the information meeting(s) with regard to the Settlement Agreement, the Settlement Funds and possible investment of the Settlement Funds (the "Financial Advice").
- 5. I met with the Chief and Council for the purpose of discussing the Financial Advice on _____, 2014 in _____.
- 6. I was present at the following Information Meetings which were called by the Chief and Council for the purpose of explaining the settlement and the Settlement Agreement as well as the Financial Advice to the Members:

Location of Meeting(s):

Date(s) and Time(s):

- 7. During the Information Meeting(s) that I attended, I provided an overview of the Financial Advice and answered to the best of my professional ability all relevant financial questions about the Financial Advice put to me by any Member.
- 8. I am not aware of any fear, duress, threat, compulsion, lesion, error or fraud by any person which has been made to force the Chief and Council to accept the Settlement Agreement.

Schedule "I" – Cont'd

9. T.E. has acted in this matter solely as the financial advisor for the Listuguj Band and the Members. T.E. and I have no other interest in this matter other than as stated above.
10. Neither T.E., I nor any partner, employee or agent of T.E. owes any type of financial or other duty or obligation to Canada and that providing this Certificate in no way alters this situation.
11. The representations set out in this Certificate are intended for the sole purpose of documenting the fact that the Listuguj Band, through the Chief and Council and the Members present at the Information Meetings, has received independent financial advice in this process, and such representations are not intended to create any additional duties, obligations or liabilities on my part or on the part of T.E. or any partner, employee or agent of T.E., to any of the Parties to the Settlement Agreement or to any third party with respect to the same.
12. This Certificate uses the defined words as they are used in the Settlement Agreement.

SIGNED at the City of _____, in the Province of Quebec, this ____ day of _____, 2014.

Jack Jamieson, PFP
Financial Advisor, Vice President
T.E. Investment Counsel Inc.