

LUBICON LAKE BAND No. 453

TREATY 8 LANDS AND BENEFITS
CLAIM
SETTLEMENT AGREEMENT

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CONTENTS

ARTICLES:

- 1.0 DEFINITIONS, SCHEDULES AND APPENDICES**
- 2.0 TREATY AND ABORIGINAL RIGHTS**
- 3.0 COMPENSATION**
- 4.0 SETTLEMENT LANDS**
- 5.0 CLAIMS SETTLEMENT IMPLEMENTATION ACT**
- 6.0 SETTLEMENT LANDS – THIRD PARTY INTERESTS**
- 7.0 ENVIRONMENTAL SITE ASSESSMENTS**
- 8.0 PURCHASE LANDS IN THE HAMLET OF LITTLE BUFFALO**
- 9.0 LANDS IN SEVERALTY**
- 10.0 RELEASE AND INDEMNITY**
- 11.0 DISCONTINUANCE OF PROCEEDINGS**
- 12.0 RATIFICATION**
- 13.0 CONDITIONS PRECEDENT**
- 14.0 EXECUTION**
- 15.0 EFFECTIVE DATE OF SETTLEMENT AGREEMENT**
- 16.0 REPRESENTATIONS AND WARRANTIES**
- 17.0 PROGRAMS AND SERVICES**
- 18.0 DISPUTE RESOLUTION**
- 19.0 AMENDMENTS**
- 20.0 NOTICE**
- 21.0 REPORTING**
- 22.0 GENERAL PROVISIONS**

SCHEDULES:

- SCHEDULE 1 - FORM OF BALLOT QUESTION**
- SCHEDULE 2 - VOTING GUIDELINES**
- SCHEDULE 3 - FORM OF BAND COUNCIL RESOLUTION FOR PAYMENT &
DIRECTION TO PAY**
- SCHEDULE 4 - DIRECTION TO PAY**
- SCHEDULE 5 - FORM OF SOLICITOR'S CERTIFICATE**

- SCHEDULE 6 - SEVERALTY CLAIMS FORMS
- SCHEDULE 7 - FORM OF FINANCIAL ADVISOR'S CERTIFICATE
- SCHEDULE 8 - FORM OF BAND COUNCIL RESOLUTION APPROVING SETTLEMENT AND AUTHORIZING EXECUTION BY CHIEF AND COUNCIL
- SCHEDULE 9 - PURCHASE LANDS
- SCHEDULE 10 - FORM OF BAND COUNCIL RESOLUTION APPROVING SETTLEMENT LANDS SELECTION AND REPLACEMENT DISPOSITIONS
- SCHEDULE 11 - FORM OF BAND COUNCIL RESOLUTION RESPECTING PURCHASE LANDS
- SCHEDULE 12 - LUBICON LAKE BAND COMMUNITY DEVELOPMENT PROJECT CAPITAL AGREEMENT
- SCHEDULE 13 - LUBICON LAKE BAND ADMINISTRATIVE AGREEMENT

APPENDIX:

- APPENDIX 1 - CANADA-ALBERTA AGREEMENT

**LUBICON LAKE BAND No. 453
TREATY 8 LANDS AND BENEFITS CLAIM
SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT

BETWEEN:

THE LUBICON LAKE BAND No. 453, as represented by its Chief and Council

AND:

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

PREAMBLE

WHEREAS:

- A. Treaty 8 was concluded on June 21, 1899 and approved by the Governor in Council on February 20, 1900 between Canada and the Indian Bands who inhabited the territory covered by Treaty No. 8;
- B. In the Articles of Treaty 8, Canada made certain undertakings concerning treaty land entitlement to Indians, including the following:

And Her Majesty the Queen hereby agrees and undertakes to lay aside reserves for such bands as desire reserves, the same not to exceed in all one square mile for each family of five for such number of families as may elect to reside on reserves, or in that proportion for larger or smaller families; and for such families or individual Indians as may prefer to live apart from band reserves, Her Majesty undertakes to provide land in severalty to the extent of 160 acres to each Indian, the land to be conveyed with a proviso as to non-alienation without the consent of the Governor General in Council of Canada, the selection

of such reserves, and lands in severalty, to be made in the manner following, namely, the Superintendent General of Indian Affairs shall depute and send a suitable person to determine and set apart such reserves and lands, after consulting with the Indians concerned as to the locality which may be found suitable and open for selection.

(the "Treaty Land Entitlement Clause")

- C. In Treaty 8 Canada also made certain undertakings concerning ancillary treaty benefits to the Indians including the following:

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

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

(the "Ancillary Treaty Benefits Clause ")

- D. By Privy Council Order referred to as Order No. 1973-3571 dated November 13, 1973, Canada confirmed Lubicon as an *Indian Act* band;
- E. In 1933, Canada received a petition signed by 14 family heads asking for a reserve at Lubicon Lake. In 1940, Canada created an initial annuity pay list for Lubicon with 127 members, and although Canada issued instructions for the survey of a reserve of 25.4 square miles, no reserve was surveyed;
- F. Lubicon has never received its Treaty Land Entitlement and Ancillary Treaty Benefits under Treaty 8;
- G. Lubicon has made requests to Canada for fulfilment of treaty benefits under Treaty 8

and has commenced litigation to this end;

- H. In 2014, Lubicon reconfirmed to Canada its desire to receive its outstanding treaty benefits and lands under Treaty 8;
- I. Paragraph 10 of the Alberta Schedule to the *Constitution Act, 1930* and of the schedule to the *Alberta Natural Resources Act, S.A. 1930, c.21*, provides as follows:

All lands included in Indian reserves within the Province, including those selected and surveyed but not yet confirmed, as well as those confirmed, shall continue to be vested in the Crown and administered by the Government of Canada for the purposes of Canada, and the Province will from time to time, upon the request of the Superintendent General of Indian Affairs, set aside, out of unoccupied Crown lands hereby transfer to its administration, such further areas as the said Superintendent General may, in agreement with the appropriate Minister of the Province, select as necessary to enable Canada to fulfill its obligations under the treaties with the Indians of the Province, and such areas shall thereafter be administered by Canada the same way in all respects as if they had never passed to the Province under the provisions hereof;

(“Paragraph 10 of the Alberta Schedule to the *Constitution Act, 1930*”)

- J. Canada has entered into an agreement with Alberta regarding Alberta’s obligations to Canada under the *Constitution Act, 1930* as they relate to Canada’s obligations to Lubicon under the Treaty Land Entitlement Clause of Treaty 8, a copy of which is attached as Appendix 1;
- K. Canada and Lubicon have negotiated terms of settlement as contained in the Settlement Agreement in order to achieve full and final settlement of all of Lubicon’s claims to Treaty 8 lands and benefits, loss of use and claims contained in the Proceedings;

NOW THEREFORE, in consideration of the mutual promises contained in the Settlement Agreement, Canada and Lubicon agree as follows:

1.0 DEFINITIONS, SCHEDULES AND APPENDICES

1.1 In the Settlement Agreement:

- (a) **“Additions to Reserve/New Reserves Policy”** means Canada’s policy and procedural guidelines in effect at the time of and pertaining to the granting of reserve status to land;
- (b) **“Alberta”** means Her Majesty the Queen in right of Alberta;

- (c) **“Ancillary Treaty Benefits Clause”** means the undertakings made by Canada in Treaty 8 with respect to agricultural benefits, tools and ammunition and twine as described in Preamble C;
- (d) **“Ballot Question”** means the question set out in Schedule 1 asked of the Voters in the Ratification;
- (e) **“Band Council Resolution”** means a written resolution of the Council adopted at a duly convened meeting;
- (f) **“Band List”** means that list of persons that is maintained under sections 8 and 10 of the *Indian Act* by Lubicon in accordance with its membership code as of the date of the Notice of Vote;
- (g) **“Canada”** means Her Majesty the Queen in Right of Canada as represented by the Minister of Indian Affairs and Northern Development and, for the purposes of Article 10, “Canada” shall include any of Canada’s Ministers, officials, servants, employees, agents, licensees, successors and assigns;
- (h) **“Canada-Alberta Agreement”** means that agreement identified herein as Appendix 1;
- (i) **“Claim”** means all matters, issues and allegations raised in the Proceedings, and any liability, cause of action, suit, damage, loss or demand whatsoever, known or unknown, in law or equity or otherwise, related to or arising or resulting from the failure of Canada to provide Lubicon with lands or other treaty benefits pursuant to the terms of Treaty 8 including all causes of actions advanced in:
 1. *The Lubicon Lake Band et al v. Her Majesty the Queen in Right of Canada* – Federal Court No. T-2048-80;
 2. *Chief Bernard Ominayak et al v. Norcen Energy Resources Limited et al* – Alberta Court of Queen’s Bench Action No. 8201-03713; and
 3. *The Attorney General of Canada v. Her Majesty the Queen in Right of Alberta, the Lubicon Lake Band et al* – Alberta Court of Queen’s Bench Action No. 8801-07584;
- (j) **“Claim Settlements Implementation Act”** means the *Claim Settlements (Alberta and Saskatchewan) Implementation Act*, S.C. 2002, c.3;

- (k) **“Compensation”** means the sum to be paid by Canada to Lubicon as set out in Article 3.1;
- (l) **“Contaminant”** includes, but is not limited to, any deleterious substance, toxic substance, hazardous substance, hazardous waste, hazardous recyclable, ozone-depleting substance, halocarbon, pesticide, waste or designated material or substance as defined in or pursuant to any environmental laws;
- (m) **“Council”** means the Council of Lubicon, which is a “council of the band” within the meaning of the *Indian Act*, and includes the Chief;
- (n) **“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;
- (o) **“Direction to Pay”** means such documentation as is required by Canada, substantially in the form as set out in Schedule 4, by which the Council directs Canada to deposit the Compensation balance to a Financial Institution in accordance with Article 3.3;
- (p) **“Effective Date”** means the date upon which the Settlement Agreement comes into force and effect in accordance with Article 15;
- (q) **“Execution Date”** means the date on which the Settlement Agreement has been fully executed in accordance with the terms of Article 14;
- (r) **“Federal Real Property and Federal Immovables Act”** means the *Federal Real Property and Federal Immovables Act* S.C. 1991, c.50;
- (s) **“Financial Institution”** means any bank or trust company that is authorized by law to accept deposits and which is supervised and regulated by the Superintendent of Financial Institutions as defined in the *Office of Superintendent of Financial Institutions Act*, R.S.C. 1985, c. I-8 (3rd Supp);
- (t) **“Indian Act”** means the *Indian Act*, R.S.C. 1985, c.I-5 and its regulations;
- (u) **“Information Meeting”** means a meeting or meetings held at which legal counsel and a financial advisor retained by Lubicon, and any other persons as requested by the Council, will explain to all Members in attendance the Claim, the legal and financial implications of the Settlement Agreement and the Trust Agreement, including matters generally set out in the Form of Solicitor’s Certificate attached as Schedule 5 and Form of Financial Advisor’s Certificate attached as Schedule 7;

- (v) **“Lands in Severalty”** means lands which may be claimed in severalty pursuant to the Treaty Land Entitlement Clause;
- (w) **“List of Voters”** means the list of Voters prepared by the Ratification Officer;
- (x) **“Lubicon”** means the Lubicon Lake Band No. 453 declared by Privy Council Order No. 1973-3571 to be a band for the purposes of the *Indian Act*, including any predecessors, successors, permitted assigns, and all of its Members, past, present and future, and any of their respective heirs, administrators, executors, descendants, legal representatives, successors and permitted assigns;
- (y) **“Member”** means a person whose name appears or who is entitled to have their name appear on the Band List;
- (z) **“Minister”** means the Minister of Indian Affairs and Northern Development or the Minister’s duly authorized representative;
- (aa) **“Negotiation Costs”** means any and all costs incurred by Lubicon for the research, preparation, negotiation and settlement of the Claim, and the Ratification including legal fees;
- (bb) **“Negotiation Loan Funding”** means the total amount of the loan funding provided to Lubicon by Canada for the purpose of negotiating and settling this Claim;
- (cc) **“Notice of Vote”** means a notice posted at least fourteen days prior to the first Voting Day as required by section 3.1 of Schedule 2;
- (dd) **“Party”** means either Lubicon or Canada;
- (ee) **“Person”** means any individual, proprietor, corporation, partner, partnership, trust, joint venture, unincorporated organization, First Nation, self-governing First Nation, nation, Indian Band, Aboriginal group, union, or governmental body, including, without limitation, any past, present or future members and each of their respective heirs, descendants, legal representatives, successors and assigns;
- (ff) **“Proceedings”** means any and all claims advanced by Lubicon and Billy Joe Laboucan in the following action:

a) *The Lubicon Lake Band et al v. Her Majesty the Queen in Right of Canada* - Federal Court No. T-2048-80;

- (gg) **“Purchase Lands”** means those lands located in the Hamlet of Little Buffalo in the Province of Alberta and identified in Schedule 9 that Lubicon has purchased or may purchase in accordance with Article 8 for the purpose of transferring to Canada so those lands may be set apart as reserves for the use and benefit of Lubicon subject to the Additions to Reserve / New Reserves Policy;
- (hh) **“Ratification”** means a vote on the Ballot Question referred to in Article 12 conducted in accordance with the Voting Guidelines;
- (ii) **“Ratification Officer”** means a person who is designated by the Council to oversee the Ratification;
- (jj) **“Reclamation”** means the process of reconvertng disturbed land to its former or other productive uses and includes, without limiting the generality of the foregoing, practicable and reasonable methods of designing and conducting an activity to ensure:
- a) Stable, non-hazardous, non-erodible, favourably drained soil conditions; and,
 - b) Equivalent land capacity;
- (kk) **“Remediation”** means the removal, reduction or neutralization of Contaminants from a site, so as to prevent or minimize any adverse effects on the environment now or in the future;
- (ll) **“Replacement Disposition”** means a replacement disposition issued by Canada which replaces a Third Party Interest, either by granting a federal lease or other appropriate lands disposition effective at the time Canada accepts administration and control of the Lubicon Settlement Lands and prior to reserve creation, pursuant to the *Claim Settlements Implementation Act* and the *Federal Real Property and Federal Immovables Act* or by granting a permit pursuant to the *Claim Settlements Implementation Act* and the *Indian Act* effective at the time the Lubicon Settlement Lands are set apart as reserve;
- (mm) **“Settlement Agreement”** means this settlement agreement, including the Preamble and the attached Schedules;
- (nn) **“Settlement Lands”** means those lands in the Province of Alberta, including the mines and minerals thereunder, the administration and control of which is to be transferred by Alberta to Canada pursuant to Article 4 of the Canada-Alberta Agreement, all to be accepted and set apart by Canada as one or more

reserves in fulfillment of Treaty 8 for the use and benefit of Lubicon, subject to meeting the requirements of the Additions to Reserve / New Reserves Policy;

- (oo) **“Third Party Interests”** means any interest, right or estate of any nature held by a third party in or to the Settlement Lands, or any right of use or occupation of the Settlement Lands, other than a fee simple interest, and includes without limiting the generality of the foregoing:
 - 1) interests held by an occupant of land under a lease, sublease, licence, easement, or permit;
 - 2) mortgages and charges; and,
 - 3) interests in mines and minerals, and rights appurtenant thereto such as surface access for exploration, exploitation, and transportation purposes;
 - (pp) **“Treaty Land Entitlement Clause”** means the undertakings made by Canada in Treaty 8 with respect to treaty land entitlement as described in Preamble B;
 - (qq) **“Trust Accounts”** means the account or accounts opened or to be opened at a Financial Institution by the Trustee in trust for Lubicon in accordance with the Trust Agreement;
 - (rr) **“Trust Agreement”** means the Trust Agreement voted on and approved by Ratification;
 - (ss) **“Trustee”** means the person, persons or trust company identified as the trustee in the Trust Agreement;
 - (tt) **“Voter”** means a Member who is on the Band List, is of the full age of 18 years, and is not disqualified from voting at a band election;
 - (uu) **“Voting Days”** means those days set for holding votes for the purpose of Ratification; and
 - (vv) **“Voting Guidelines”** means those ratification guidelines as contained in Schedule 2 and adopted by Council by means of a Band Council Resolution.
- 1.2 Except as otherwise defined in the Settlement Agreement, any words used in the Settlement Agreement that are defined in the *Indian Act* have the same meaning as they have in the *Indian Act*.

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

- Schedule 1 - Form of Ballot Question
- Schedule 2 - Voting Guidelines
- Schedule 3 - Form of Band Council Resolution for Payment & Direction to Pay
- Schedule 4 - Direction to Pay
- Schedule 5 - Form of Solicitor's Certificate
- Schedule 6 - Severalty Claims Forms
- Schedule 7 - Form of Financial Advisor's Certificate
- Schedule 8 - Form of Band Council Resolution Authorizing Execution of Settlement Agreement
- Schedule 9 - Purchase Lands
- Schedule 10 - Form of Band Council Resolution Approving the Settlement Lands Selection and Replacement Dispositions
- Schedule 11 - Form of Band Council Resolution Respecting Purchase Lands
- Schedule 12 - Lubicon Lake Band Community Development Project Capital Agreement
- Schedule 13 - Lubicon Lake Band Administrative Agreement

1.4 The following Appendix is attached to but does not form part of the Settlement Agreement:

- Appendix 1 - Canada-Alberta Agreement

2.0 TREATY AND ABORIGINAL RIGHTS

2.1 The Settlement Agreement fully and finally satisfies the Claim and Canada's obligations to Lubicon pursuant to the Treaty Land Entitlement Clause and the Ancillary Treaty Benefits Clause of Treaty 8.

2.2 Lubicon confirms its adhesion to Treaty 8 as of December 31, 1940.

2.3 This Agreement is not a treaty within the meaning of section 35 of the *Constitution Act, 1982*.

3.0 COMPENSATION

3.1 Subject to the terms and conditions set out in the Settlement Agreement, Canada agrees to pay to Lubicon and Lubicon agrees to accept \$102,959,658.00 in full and final settlement of the Claim, including the Negotiation Costs.

- 3.2 Lubicon authorizes and directs Canada to deduct from the Compensation, Negotiation Loan Funding in the amount of \$7,959,658.00 to satisfy Lubicon's full and final repayment of its Negotiation Loan Funding.
- 3.3 Lubicon authorizes and directs Canada to pay the Compensation less the Negotiation Loan Funding in accordance with the Direction to Pay.
- 3.4 Upon Ratification of the Settlement Agreement Lubicon shall provide Canada with a Band Council Resolution for Payment and an irrevocable Direction to Pay, substantially in the form attached as Schedules 3 and 4, together with any other documentation reasonably required by Canada for purposes of depositing funds.
- 3.5 Canada and Lubicon acknowledge that, under the provisions of the Canada-Alberta Agreement Alberta will pay to Canada, for the benefit of Lubicon, the following:
- a. \$15,000,000.00 for purposes to be determined by Lubicon; and
 - b. \$3,000,000.00 for capital enhancements to the Little Buffalo school to facilitate the delivery of training and post-secondary education.
- 3.6 Lubicon hereby authorizes Canada to direct Alberta to pay the amounts, referred to in Article 3.5, into the deposit account established pursuant to the Trust Agreement.
- 3.7 Canada agrees to pay and transfer the Compensation less the Negotiation Loan funding within thirty days of the Effective Date.
- 3.8 The Parties agree and intend that the Compensation is not "Indian moneys" within the meaning of the *Indian Act* and accordingly the provisions of the *Indian Act* with respect to the management of Indian moneys shall not apply to the Compensation.
- 3.9 The sole responsibility of Canada with respect to the Compensation less the Negotiation Loan Funding is to pay and deposit the Compensation less the Negotiation Loan Funding in accordance with Article 3. Canada will rely on the Direction to Pay provided by Lubicon.

4.0 SETTLEMENT LANDS

- 4.1 The Parties acknowledge that Alberta will transfer to Canada administration and control of the Settlement Lands as described in Schedules A and B, and shown in Schedules C, D and E, all attached to the Canada-Alberta Agreement, for the purpose of reserve creation for Lubicon.

- 4.2 The Parties acknowledge that the transfer of administration and control of the Settlement Lands from Alberta to Canada may occur in more than one transfer.
- 4.3 Pursuant to the terms and conditions of the Settlement Agreement and the Canada-Alberta Agreement, upon Alberta transferring administration and control of any of the Settlement Lands to Canada, Canada will accept such transfer of administration and control and will take all necessary steps to set apart those Settlement Lands as one or more reserves for Lubicon, subject to Canada's Additions to Reserve/New Reserves Policy.
- 4.4 As soon as practicable after the Effective Date of the Settlement Agreement, Canada will, at its own cost, retain a qualified land surveyor to prepare boundary surveys and any other surveys necessary to facilitate the transfers of administration and control of the Settlement Lands from Alberta to Canada and the implementation of reserve creation.
- 4.5 The boundary surveys prepared pursuant to Article 4.4 will be undertaken in accordance with the provisions of the *Alberta Surveys Act*, RSA 2000, c.26 and will meet the requirements for registration under the *Land Titles Act*, RSA 2000, c.L-4 and for recording in the Canada Lands Survey Records.
- 4.6 Canada will submit plans of survey for registration relating to the survey of the exterior boundaries of the Settlement Lands upon receipt of a Band Council Resolution from Lubicon, the form of which is attached as Schedule 10, stating that the quantity and location of the lands shown on the plans of survey accord with the terms of the Settlement Agreement.
- 4.7 Lubicon acknowledges that the plans of survey will incorporate, in accordance with the Canada-Alberta Agreement, any minor adjustments to the Settlement Lands as are required to ensure conformity with natural boundaries, any existing survey of adjoining lands, and any requirements of Alberta for access to and exclusion of waterways, lakes, streams, road allowances or other items.
- 4.8 Lubicon acknowledges that when the Settlement Lands were selected, they were subject to Third Party Interests.

5. CLAIMS SETTLEMENT IMPLEMENTATION ACT

- 5.1 The Parties agree that the *Claim Settlements Implementation Act* applies to the Settlement Agreement.

6. SETTLEMENT LANDS – THIRD PARTY INTERESTS

- 6.1 The Parties acknowledge and agree that, where there are Third Party Interests on the Settlement Lands and in order to facilitate a timely transfer of administration and control of the Settlement Lands from Alberta to Canada, Canada will negotiate the terms of Replacement Dispositions in order to replace Third Party Interests and give full force and effect to the Settlement Agreement.
- 6.2 The interest or right of a holder of any Third Party Interest will be maintained in the Settlement Lands under the terms and conditions of the Replacement Disposition. Replacement Dispositions may be issued on terms and conditions that are different than in the existing Third Party Interests.
- 6.3 Replacement Dispositions issued under the *Claim Settlements Implementation Act* and the *Indian Act* will take effect immediately upon both of Canada's acceptance of the transfer of administration and control of the settlement lands and the setting apart of these lands as reserve.
- 6.4 Replacement Dispositions issued under the *Federal Real Property and Federal Immovables Act* will take effect upon Canada's acceptance of the administration and control of the Settlement Lands to which they relate.
- 6.5 Canada will deposit revenues collected by Canada pursuant to any Replacement Disposition to the revenue account of Lubicon established pursuant to the *Indian Act*.
- 6.6 Lubicon consents to and will provide a Band Council Resolution in the form attached as Schedule 10 consenting to Canada granting Replacement Dispositions for any Third Party Interest in the Settlement Lands for which compensation will be:
- 6.6.1 road permits \$1.00
- 6.6.2 pipeline permits \$1.00;
- 6.6.3 electrical transmission and distribution permits \$1.00; and
- 6.6.4 for any other Replacement Dispositions, (including telecommunications permits, and mineral surface access permits) compensation will be at the rates set by Alberta for dispositions of that type.
- 6.7 Lubicon acknowledges that Settlement Lands which are subject to Third Party Interests will only be set apart as reserve upon the acceptance of Replacement Dispositions by the holders of those Third Party Interests, subject to Canada's

Additions to Reserve/New Reserves Policy. Canada agrees to use its best efforts to reach agreements on the Third Party Interests and issue any Replacement Dispositions in a timely manner.

- 6.8 Replacement Dispositions may be issued for such periods of time as the Replacement Dispositions may be required for the purposes allowed under the Replacement Disposition. For Replacement Dispositions in the form of leases, the Minister may issue or renew leases for any periods of time as may be negotiated.
- 6.9 Lubicon authorizes Canada to issue a disposition at no cost to Alberta providing for access to the L'Hirondelle cemetery located in Section 8, Township 85, Range 13, W5M, and coming into effect immediately upon the Settlement Lands being set apart as reserve for the use and benefit of Lubicon.
- 6.10 Lubicon agrees to provide the descendants of Joseph L'Hirondelle with access to the L'Hirondelle cemetery located in Section 8, Township 85, Range 13, W5M immediately upon the Settlement Lands being set apart as reserve for the use and benefit of Lubicon. In the event the descendants are unable to obtain such access then Canada is authorized by Lubicon to issue a disposition to the descendants of Joseph L'Hirondelle to provide access to the L'Hirondelle cemetery.
- 6.11 Northern Sunrise County is the holder of DML 180023 and DLO 180060 which were issued for the purpose of a sewage lagoon and outflow (the "Lagoon") for the Hamlet of Little Buffalo. The Lagoon will be located within the Settlement Lands and the infrastructure will be relinquished by Northern Sunrise County upon the Settlement Lands being set apart as reserve. Lubicon agrees to accept the Lagoon and the Settlement Lands on which the Lagoon is located on an as is – where is basis and directs Canada to set apart those lands as reserve for the use and benefit of Lubicon. Lubicon further agrees to deliver all necessary approvals under the Administrative and Capital Agreements for the purpose of ensuring payments for any construction or alteration required for the Lagoon to meet the federal standards, as set out in section 4.1 of the Capital Agreement, in effect at the time such lands are set apart as reserve. Upon the identification of the necessary construction or alteration required, if any, to meet the federal standards as set out in section 4.1 of the Capital Agreement, Canada will accept the transfer of administration and control of those lands from Alberta and will take all steps necessary to set those lands apart as reserve.
- 6.12 Lubicon acknowledges that there is a Trumpeter Swan breeding habitat at the Weasel Lake Site, shown on Schedule C to the Canada-Alberta Agreement. Lubicon undertakes to support the continued recovery of the Trumpeter Swan through its conservation of its habitat at the Weasel Lake Site.

- 6.13 The Third Party Interests are those specifically identified in paragraph 11 of the Canada-Alberta Agreement.

7. ENVIRONMENTAL SITE ASSESSMENTS

- 7.1 Canada has conducted environmental site assessments as set out in Article 7.2 on portions of the Settlement Lands and the Purchase Lands, such assessments being conducted in accordance with the standards of the Canadian Standards Association as required by the Additions to Reserves/New Reserves Policy to determine whether there were any Contaminants in, on, or under the lands therein in excess of the criteria used by Canada at the time the environmental site assessments were conducted.

- 7.2. Lubicon acknowledges receipt of the following environmental site assessment reports:

7.2.1 Environmental Site Assessment Phase I (Bison Lake, Haig Lake, Little Buffalo and Lubicon Lake) by Inuvialuit Environmental Inc. Ltd. dated November 1998;

7.2.2 Environmental Site Assessment Phase II (Bison Lake, Haig Lake, Little Buffalo and Lubicon Lake) by Inuvialuit Environmental Inc. Ltd. dated October 1999;

7.2.3 Environmental Site Assessment Phase I (Bison Lake, Haig Lake and Little Buffalo) by EGE Engineering Ltd. dated November 2014;

7.2.4 Environmental Site Assessment Phase I (Lubicon Lake) by EGE Engineering Ltd. dated March 2015;

7.2.5 Environmental Site Assessment Phase I (Bison Lake SE, Marten River, Weasel Lake, Little Buffalo East) by Neegan Burnside Ltd. dated June 2016; and,

7.2.6 Environmental Site Assessment Phase II (Bison Lake, Haig Lake, Little Buffalo, Lubicon Lake, Bison Lake SE, Marten River, Weasel Lake, Little Buffalo East) by Neegan Burnside Ltd. dated June 2016.

(Collectively referred to as the “ESA Reports”)

- 7.3 Lubicon confirms that it has obtained independent advice from a qualified environmental consultant regarding the ESA Reports.

- 7.4 Canada will provide Lubicon with any future environmental site assessment reports and Lubicon confirms that it will obtain independent advice from a qualified environmental consultant regarding the future environmental assessment reports.
- 7.5 The Council will provide Canada with a Band Council Resolution indicating, based on advice that Lubicon received from an independent qualified environmental consultant, that the Settlement Lands are in an acceptable condition to Lubicon to be set apart as reserve or added to reserve.
- 7.6 Notwithstanding Articles 7.1 to 7.5, where Canada issues a Replacement Disposition for any Third Party Interest on any Settlement Lands, there is no requirement under the Settlement Agreement for the Remediation or Reclamation of those lands prior to the transfer of administration and control of the Settlement Lands to Canada.

8.0 PURCHASE LANDS IN THE HAMLET OF LITTLE BUFFALO

- 8.1 Lubicon affirms that it will request that Canada set apart the Purchase Lands for Lubicon's use and benefit as reserve, and Canada agrees that it shall recommend to the Minister to set apart as reserve for Lubicon the Purchase Lands acquired by Lubicon subject to the satisfaction of the following conditions:
- 8.1.1 the setting apart of such Purchase Lands as reserve satisfies fully the Addition to Reserve/New Reserve Policy, including the requirement for an environmental audit and the acceptability to Canada of the environmental condition of the lands as specified within that Policy;
- 8.1.2 titles to the Purchase Lands are in form and in substance satisfactory to Canada;
- 8.1.3 Lubicon satisfies each third party interest affected by the setting apart of such lands as reserve in a manner acceptable to the holder of the third party interest, Canada and Lubicon;
- 8.1.4 Lubicon delivers to Canada a duly executed Band Council Resolution in the form attached as Schedule 11;
- 8.1.5 the Purchase Lands shall be free and clear of all liens and encumbrances except any third party interests which Lubicon agrees will be replaced by a disposition issued by the Minister pursuant to the *Claims Settlement Implementation Act*, the *Federal Real Property and Federal Immovables Act*, the *Indian Act* or other legislation of Canada; and

- 8.1.6 Lubicon provides an acknowledgement from Northern Sunrise County, evidencing all taxes being paid in full up to December 31st in the year in which the Purchase Lands are set apart as reserve.
- 8.2 When the conditions in Article 8.1 have been met, Lubicon will register the transfer(s) of title, and will request that the Minister issue the appropriate order setting the land apart as reserve for the use and benefit of Lubicon.
- 8.3 The transfer of the Purchase Lands and the setting apart of same as reserve by Canada may take place without limitation as to time and may occur in stages. As such, it is expressly understood and agreed by Lubicon that the provisions of Article 8 must be satisfied in full with respect to each and every parcel so purchased in a manner which permits administrative and cost efficiency to Canada and Lubicon, including setting apart multiple parcels of land as reserve from time to time.
- 8.4 Lubicon agrees that it will pay all costs whatsoever and however incurred in connection with the purchase, acquisition or transfer of the Purchase Lands to Canada, and the setting apart as reserve of the Purchase Lands pursuant to the Settlement Agreement including, without limitation, the cost of any subsequent environmental site assessment reports and environmental audit costs as required, costs relating to surveys, property taxes up to the time the Purchase Lands are set apart as reserve, and any costs required to satisfy any third party interests affected by the setting apart as reserve of such lands.
- 8.5 Canada will not assume any costs set out in Article 8 nor will it assume any costs of any conveyance, clearance of title, removal of encroachments or encumbrances, searches, land title registration, legal fees, commissions, applicable taxes including, without limitation, property taxes, tax adjustments, feasibility studies and appraisals or any repayment for services provided by Northern Sunrise County or to compensate for any taxes that Northern Sunrise County may lose as a result of the Purchase Lands being set apart as reserve. For clarity, Canada will assume its own costs in relation to the Purchase Lands being set apart as reserve.
- 8.6 As public roadways in the Hamlet of Little Buffalo are no longer required by Alberta to provide legal or physical access, the Parties acknowledge that Alberta will undertake the closure of the public roadways and arrange for the transfer of administration and control of those roadways to Canada for the purpose of those lands being set apart as reserve subject to Canada's Additions to Reserve / New Reserve Policy. Lubicon agrees that it will pay all costs incurred, if any, as a result of remediation or reclamation required so that the roadways are in a condition acceptable for those lands to be set apart as reserve.

9.0 LANDS IN SEVERALTY

- 9.1 Information has been made available to Members on Lands in Severalty and how to make a claim for Lands in Severalty.
- 9.2 Lubicon retained an independent legal advisor who was available to Members to provide advice regarding the option to make claims for Lands in Severalty.
- 9.3 Any Members who have made a claim for Lands in Severalty did do so by submitting an executed claim in the form attached as Form 1 to Schedule 6.
- 9.4 The independent legal advisor provided an executed Solicitor's Certificate attached as Form 2 to Schedule 6.
- 9.5 The independent legal advisor provided a report attached as Form 3 to Schedule 6 indicating:
- 9.5.1 when, where and how he made himself available to provide advice to the Members in respect of Lands in Severalty;
 - 9.5.2 the number of individual Members who were provided advice in respect of Lands in Severalty; and,
 - 9.5.3 the number of Members who preferred to take Lands in Severalty and executed a claim for Lands in Severalty.

10.0 RELEASE AND INDEMNITY

- 10.1 Lubicon hereby forever releases, remises and discharges Canada from any and all actions, causes of action, suits, claims, demands, specific claims, damages, costs, expenses, promises, undertakings, obligations or liabilities, of whatever kind or nature, whether known or unknown, and whether in law, in equity or otherwise, that Lubicon ever had, now has, or may have in the future by reason of or in any way relating to or arising out of:
- (a) The Claim and the Proceedings;
 - (b) All obligations, promises, and undertakings including, for greater certainty, any oral promises and undertakings, made by Canada under Treaty 8 relating to land entitlement pursuant to the Treaty Land Entitlement Clause and the benefits as described in the Ancillary Treaty Benefits Clause;

- (c) The fact that Lubicon did not, prior to the Effective Date, receive or have the use and benefit of the entire amount of lands to which it was entitled under the Treaty Land Entitlement Clause including, without limitation, all claims resulting from damage of any kind or nature whatsoever alleged to have been suffered by Lubicon as a result of the loss of use or benefit of such lands;
- (d) The fact that Lubicon did not receive, prior to the Effective Date, or have the use and benefit of all the benefits to which it was entitled under Ancillary Treaty Benefits Clause including, without limitation, all claims resulting from damage of any kind or nature whatsoever alleged to have been suffered by Lubicon as a result of the loss of use or benefit of such benefits;
- (e) Claims to aboriginal title in the lands identified in Treaty 8;
- (f) The quality or quantity of the land to be set apart by Canada as reserve for Lubicon;
- (g) The existence and nature of any Third Party Interests in the Settlement Lands and Purchase Lands or any discharge, replacement or accommodation of those Third Party Interests;
- (h) The adequacy of compensation for, or the terms and conditions of, any Replacement Disposition pursuant to Article 6;
- (i) Any and all fees, costs and disbursements which are not Negotiation Costs;
- (j) Ratification and the execution of the Settlement Agreement by Council;
- (k) Any errors or omissions in the List of Voters for the Ratification;
- (l) The payment of the Compensation, in accordance with the Settlement Agreement;
- (m) Any subsequent management, investment, disbursement, or any other use of the Compensation , by Lubicon, Council, Members, the Trustee pursuant to the Trust Agreement or other representatives, including, without limitation:
 - i) the Trust Agreement, its terms, any issues with respect to the validity of the Trust Agreement including, without limitation, the certainty of intention, the certainty of the subject matter, and the certainty of the object or beneficiary;

- ii) the termination of the Trust Agreement, and any loss therefrom whether caused by Lubicon, Council, Members, the Trustee or other representatives; and
 - iii) any actions, inactions, malfeasance or negligence of the Trustee; and
 - (n) Any loss of the Compensation or interest, in whole or in part, through any failure of a Financial Institution or otherwise.
- 10.2 Lubicon agrees not to assert any actions, causes of action, suits, claims, demands, specific claims, damages, costs, expenses or liability, of whatever kind or nature, whether known or unknown, and whether in law, in equity or otherwise, that Lubicon ever had, now has, or may have in the future, in any proceeding against Canada by reason of or in any way relating directly or indirectly to, or arising out of, any of the items released pursuant to Article 10.1.
- 10.3 The payment of the Compensation and the performance of Canada's obligations under the Settlement Agreement are not an admission of facts or liability by Canada whatsoever with regard to the Proceedings, or any of the items released pursuant to Article 10.1, such liability being specifically denied.
- 10.4 Lubicon agrees to indemnify and forever save harmless Canada from and against any and all obligations, liabilities, duties, losses or damages resulting directly or indirectly from any actions, causes of action, suits, claims, demands, specific claims, damages, costs, expenses, promises, undertakings, obligations or liabilities, of whatever kind or nature, whether known or unknown, and whether in law, in equity or otherwise, by any person or entity claiming as or on behalf of Lubicon, in any proceeding brought against Canada by reason of or in any way relating directly or indirectly to, or arising out of, any of the matters set out in Article 10.1.
- 10.5 Canada shall assume and control the defence of any proceeding against Canada, any negotiations, and any settlement (whether or not proceedings have been instituted), as the case may be, referred to in Article 10.4.
- 10.6 Canada shall provide notice to Lubicon of any claim which may reasonably give rise to indemnification under this Article. Such notice shall be sufficient to enable Lubicon to identify the claim and the Person making the claim and to protect its interests in a court proceeding or settlement. No claim for indemnity arising from a settlement shall be made without the concurrence of Lubicon to the terms of any such settlement.

- 10.7 Any demand by Canada for indemnification shall be made in writing, and if the amount so claimed is not paid by Lubicon within ninety days of receipt of such notice, Canada shall be entitled to invoke all rights and remedies provided by law to recover the amount for which Canada requests indemnification.
- 10.8 Lubicon 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 Lubicon is entitled to represent Canada;
 - b) affect the rights or abilities of Canada to defend any such claim including, without limitation, the appointment of counsel; and
 - c) limit Lubicon's entitlement to claim costs of its defence.
- 10.9 For greater certainty, nothing in this Article releases Canada from its obligations under the Settlement Agreement.
- 10.10 Lubicon agrees to execute and provide to Canada for delivery to Alberta, a release and indemnity in the form attached as Schedule F to the Canada-Alberta Agreement.

11.0 DISCONTINUANCE OF PROCEEDINGS

- 11.1 Lubicon shall consent to such discontinuances, court orders or directions, and take such other steps as may be required, to secure the discontinuance of the Proceedings on a without costs basis.
- 11.2 Lubicon shall take reasonable steps to secure the consent of Billy Joe Laboucan to such discontinuances, court orders or directions as may be necessary to secure the discontinuance of the Proceedings on a without costs basis. Should such consent not be obtained, the provisions of Articles 10.5 to 10.8 shall apply in so far as the Proceedings remain advanced by Billy Joe Laboucan.

12. RATIFICATION

- 12.1 If the Ratification results in an absolute majority (50% plus 1) of all of the eligible Voters voting in favour of the Settlement Agreement and the Trust Agreement, then Lubicon agrees to and approves of the terms and conditions of the Settlement Agreement and the Trust Agreement and authorizes and directs Council to execute the Settlement Agreement and the Trust Agreement.

12.2 If the Ratification results in more “Yes” votes than “No” votes but the threshold of 50% + 1 of all the eligible Voters is not met, a second vote may be held in accordance with the Voting Guidelines. In the event of a second vote, if a majority of Voters cast a vote, and the majority of those votes are “Yes” votes, then Lubicon agrees to and approves of the terms and conditions of the Settlement Agreement and the Trust Agreement and authorizes and directs Council to execute the Settlement Agreement and the Trust Agreement.

12.3 The Ratification shall be conducted in accordance with the Voting Guidelines.

13. CONDITIONS PRECEDENT

13.1 Canada and Lubicon agree that the following are conditions precedent to any obligation by Canada to execute the Settlement Agreement:

- a) the delivery to Canada of all executed Lands in Severalty forms identified in Schedule 6;
- b) Ratification of the Settlement Agreement and the Trust Agreement by Lubicon in accordance with Article 12;
- c) the issuance and delivery to Canada of an executed Band Council Resolution in the form attached as Schedule 8 approving and assenting to the terms and conditions of the Settlement Agreement;
- d) execution of the Settlement Agreement by Council in accordance with Article 14;
- e) execution of the Canada-Alberta Agreement;
- f) authorization for the Minister to execute the Settlement Agreement;
- g) approval and appropriation of funds for the payment of the Compensation for that purpose by Canada;
- h) execution of the Trust Agreement, the opening of the Trust Account, and the provision of the information to Canada by Lubicon required by Canada to deposit moneys into the Trust Account;
- i) receipt by Canada of a Solicitor’s Certificate from Lubicon’s legal counsel, dated on or after the date of execution of the Settlement Agreement by Lubicon, in the form attached as Schedule 5;

- j) receipt by Canada of a Financial Advisor's Certificate from Lubicon's financial advisor dated on or after the date of execution of the Settlement Agreement by Lubicon, in the form attached as Schedule 7;
- k) the delivery to Canada and Alberta of all documents identified in Article 21; and
- l) Execution and delivery to Canada of a copy of the Lubicon release and indemnity in favour of Alberta referenced in Article 10.10.

14. EXECUTION

- 14.1 The Settlement Agreement shall be executed by Council on behalf of Lubicon and by the Minister on behalf of Canada.

15. EFFECTIVE DATE OF SETTLEMENT AGREEMENT

- 15.1 The Settlement Agreement comes into force and effect, and binds the Parties upon the fulfillment of the requirements and the performance of all conditions required by Articles 12, 13 and 14.

16. REPRESENTATIONS AND WARRANTIES

- 16.1 Lubicon represents and warrants that:

- (a) it has held at least one Information Meeting for Members in accordance with the Voting Guidelines for the purposes of explaining the legal nature and effect of the Settlement Agreement and the Trust Agreement;
- (b) it has retained legal counsel who is qualified to practice law in the Province of Alberta to advise Lubicon in respect of the legal nature and effect of the Settlement Agreement and the Trust Agreement;
- (c) it has made information available to Members on their right under Treaty 8 to make claims for lands in severalty and it has provided Members access to legal advice with respect to the treaty right to choose Lands in Severalty;
- (d) it has retained a qualified financial advisor independent from Canada to provide financial advice to Lubicon in respect of the Settlement Agreement and the Trust Agreement;

- (e) its legal counsel has explained to the Council and to the Members present at any Information Meeting the legal nature and effect of the Settlement Agreement and the Trust Agreement, as confirmed by the Solicitor's Certificate in the form attached as Schedule 5;
- (f) the independent legal counsel has provided information to Members who requested advice regarding the nature of the treaty right to choose Lands in Severalty, and has met with any Member who requested it to discuss the legal consequences of making a claim for Lands in Severalty, as confirmed by the Solicitor's Certificate (Lands in Severalty) in the form attached as Form 2 to Schedule 6;
- (g) its financial advisor has provided to the Council and to the Members present at any Information Meeting where the financial advisor was present, independent financial advice with respect to the Trust Agreement, including the operation and management of the Trust Agreement and the consequences of holding the Compensation in trust, as confirmed by the Financial Advisor's Certificate in the form attached as Schedule 7;
- (h) Lubicon has not received advice from Canada with respect to the placement or management of the Compensation or the structure, terms, management or operation of the Trust Account or Trust Agreement, or any matter related thereto; and
- (j) an interpreter fluent in the Cree language was present and available to any of those Members in need of an interpreter at all times during all Information Meetings, as required, and at all polling stations during the Ratification.

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

17. PROGRAMS AND SERVICES

17.1 Nothing in the Settlement Agreement shall affect the eligibility of Lubicon to apply for, or to continue to have access to funding for programs and services offered by Canada, in accordance with the criteria established from time to time for the application of such programs and services, as if the Settlement Agreement had not been executed.

18. DISPUTE RESOLUTION

18.1 In the event of a dispute between the Parties arising out of the Settlement Agreement, the Parties shall, within the first thirty days after written notification of a dispute, at their own expense, explore resolution through negotiation or other appropriate dispute resolution procedure, including mediation, before resorting to litigation. After thirty days, either Party may resort to litigation.

19. AMENDMENTS

19.1 Subject to Article 19.2, the Settlement Agreement may only be amended or replaced by written agreement between the Parties, upon approval pursuant to the same procedures as the Settlement Agreement was approved.

19.2 The Parties, by written agreement between Lubicon and the appropriate Senior Assistant Deputy Minister of the Department on behalf of Canada, may agree to amend the Settlement Agreement for any of the following purposes:

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

20. NOTICE

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

To Canada:

Senior Assistant Deputy Minister
Treaties and Aboriginal Government
Department of Indigenous and Northern Affairs

Les Terrasses de la Chaudière
10 Wellington Street
GATINEAU QC K1A 0H4

To Lubicon:

Chief and Council
Lubicon Lake Band #453
PO Box 1351, ST. ISADORE AB
T0H 3B0

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

- 20.2 Any notice set out in Article 20.1 will be presumed to have been received by the Party on the earlier of the day it was received or the fifth day after it was mailed.
- 20.3 During an actual or anticipated postal disruption or stoppage, the mail will not be used by either Party and, if used, such notice will be of no effect. In the event of a postal disruption or stoppage, the Parties may send notice or other written communication required or permitted to be given under the Settlement Agreement by facsimile or email and in so doing, the Party sending the facsimile or email will bear the onus of ensuring its receipt by the other Party.

21. REPORTING

21.1 Lubicon will provide to Canada and Alberta:

- a) A report on meetings held in Little Buffalo, Slave Lake and Edmonton to provide an update to Members regarding the Settlement Agreement, at least fourteen days prior to the first Voting Day.
- b) The Band List, within four days of the completion of Ratification.
- c) A completed copy of the Certification of Ratification Officer, being Form E to Schedule 2 within four days of the completion of Ratification.

22. GENERAL PROVISIONS

22.1 The 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 Lubicon and its Members, and any of their respective heirs, descendants, legal representatives, successors and assigns.

- 22.2 The Settlement Agreement is entered into by Canada and Lubicon without any admission of fact or liability whatsoever with respect to the Claim.
- 22.3 The Settlement Agreement and any information herein may be recorded in either Party's databases, which databases may be accessed by the public. Any such recording, publication or distribution, including for the purpose of complying with requests made under the *Access to Information Act* or the *Privacy Act*, does not comprise or constitute any waiver of settlement privilege that attaches to the settlement of this Claim, including the Settlement Agreement.
- 22.4 The insertion of headings, and the provision of a table of contents, are solely for convenience and in no way modify or expand the scope or meaning of any part of the Settlement Agreement.
- 22.5 Words in the singular include the plural and words in the plural include the singular.
- 22.6 Words importing male persons include female persons and corporations.
- 22.7 Where there is a reference to a number of days between two events, in calculating that number of days, the day on which the first event happens is excluded and the day on which the second event happens is included.
- 22.8 There shall be no presumption that any ambiguity in any of the terms of the Settlement Agreement should be interpreted in favour of either Party.
- 22.9 The rights and obligations of the Parties to the Settlement Agreement may not be assigned or otherwise transferred without the prior written consent of both Parties, such consent not to be unreasonably withheld.
- 22.10 The Settlement Agreement shall be governed by the applicable laws of Alberta and Canada.
- 22.11 The 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 the Settlement Agreement, except as expressly set out herein. The Settlement Agreement supersedes and revokes all previous agreements entered into during the course of the negotiation of the Claim, whether oral or in writing between the Parties with respect to the Claim.
- 22.12 All references in the Settlement Agreement to statutes and regulations of Canada or Alberta 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.

22.13 The Parties shall in good faith do such things, execute such further documents, and take such further measures as may be necessary to carry out and implement the terms, conditions, intent and meaning of the Settlement Agreement.

IN WITNESS WHEREOF the Minister of Indian Affairs and Northern Development on behalf of Her Majesty the Queen in Right of Canada, and the Council of Lubicon on behalf of Lubicon, have executed the Settlement Agreement on the dates indicated below.

Signed on behalf of Lubicon	)	Per:_____
at _____ by its Council	)	Chief Billy Joe Laboucan
in the presence of:)	
	)	Per:_____
Signature:_____	)	Councillor Brian Laboucan
)	
Name of Witness: <u>Robert F. Roddick</u>	)	Per:_____
	)	Councillor Joe Auger
)	
Date: _____	)	Per:_____
	)	Councillor Jason Laboucan
)	
	)	Per:_____
	)	Councillor Timothy Sawan
)	
	)	Per:_____
	)	Councillor Troy Laboucan
)	
SIGNED on behalf of HER MAJESTY THE)	
QUEEN IN RIGHT OF CANADA, as)	
represented by the Minister Indian Affairs)	
and Northern Development:)	
)	
Date: _____)	
)	
)	_____
	)	Minister of Indian Affairs and Northern
	)	Development

LUBICON LAKE BAND
TREATY 8 LANDS AND BENEFITS CLAIM
SETTLEMENT AGREEMENT

SCHEDULE 1
FORM OF BALLOT QUESTION

SETTLEMENT AGREEMENT AND TRUST AGREEMENT

As a Voter of Lubicon Lake Band No. 453, do you:

- a) **Agree to and approve** the terms and conditions of the **LUBICON LAKE BAND NO. 453 TREATY 8 LANDS AND BENEFITS CLAIM SETTLEMENT AGREEMENT** initialed by the negotiators for Lubicon and Canada on September 10, 2018,
- b) **Agree to and approve** the terms and conditions of the **LUBICON LAKE BAND NO. 453 TRUST AGREEMENT**, dated September 10, 2018 , and
- c) **Authorize and direct** the Chief and Council of the Lubicon Lake Band No. 453 to sign all documents and do everything necessary to give effect to the **LUBICON LAKE BAND NO. 453 TREATY 8 LANDS AND BENEFITS CLAIM SETTLEMENT AGREEMENT?**

YES

NO

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

LUBICON LAKE BAND
TREATY 8 LANDS AND BENEFITS CLAIM
SETTLEMENT AGREEMENT

SCHEDULE 2
VOTING GUIDELINES

1.0 DEFINITIONS

1.1 Any words defined in the Settlement Agreement will have the same meaning in these Voting Guidelines, except as otherwise indicated.

2.0 BAND COUNCIL RESOLUTION FOR DESIGNATION OF RATIFICATION OFFICER

2.1 The Council, by Band Council Resolution, will:

2.1.1 designate a Ratification Officer and order that the Ratification be taken by secret ballot; and

2.1.2 approve the Notice of Vote.

2.2 The Ratification Officer will be designated prior to posting the Notice of Vote.

2.3 The Ratification Officer may appoint an assistant or assistants and may delegate any of his or her duties set out in these Voting Guidelines to an assistant. Upon the appointment of an assistant, the Ratification Officer and the assistant will execute an "Appointment of an Assistant" in the form attached as Form "A".

3.0 NOTICE OF RATIFICATION

3.1 The Ratification Officer will post a Notice of Vote in the form attached as Form "B" at least fourteen (14) days prior to the first Voting Day.

3.2 The Ratification Officer will post the Notice of Vote in visible places where it can be read by the Voters, together with the List of Voters.

3.3 The Notice of Vote will contain the following information:

(i) the date, place and time of the Information Meetings,

- (ii) the date, place and hours of the Voting Days,
- (iii) the date, place and hours of the advance poll, if any,
- (iv) the Ballot Question,
- (v) where a copy of the Settlement Agreement and the Trust Agreement can be obtained,
- (vi) the name of the Ratification Officer and his or her office address and telephone number, and
- (vii) the procedure for requesting revisions to the List of Voters.

4.0 LIST OF VOTERS AND REVISIONS

- 4.1 The Ratification Officer will prepare the List of Voters.
- 4.2 A Member may apply to the Ratification Officer within ten (10) days of posting of the List of Voters attached to the Notice of Vote to have the List of Voters revised if such member believes that:
 - 4.2.1 the name of a Voter has been omitted from the List of Voters; or
 - 4.2.2 the name of a Voter is incorrectly set out or should not be included in the List of Voters.
- 4.3 A Member may, up to and including the Voting Days, apply to the Ratification Officer to have his or her name added to the List of Voters if that Member can provide:
 - 4.3.1 his or her current Certificate of Indian status card; or
 - 4.3.2 adequate proof of identification, age and band membership.
- 4.4 Where the Ratification Officer is satisfied that a revision to the List of Voters is necessary, he or she will make the revision and such revision will be final.

5.0 INFORMATION MEETINGS

- 5.1 The Council will set the date, place and time for the Information Meetings.

- 5.2 At least one Information Meeting will be held for the purpose of providing an opportunity for Lubicon's legal counsel and financial advisor to explain the Settlement Agreement to Members, with a view to ensuring that all Voters have an opportunity to become informed.
- 5.3 The Information Meeting(s) will be held prior to the first Voting Day.
- 5.4 The Information Meeting(s) will be open to all Members and will be attended by members of the Council, Lubicon's legal counsel, Lubicon's financial advisor and the Ratification Officer.

6.0 PRELIMINARY PROCEDURES

- 6.1 The Ratification Officer will:
 - 6.1.1 designate the places of the voting stations;
 - 6.1.2 prepare sufficient copies of the Ballot Question;
 - 6.1.3 obtain a sufficient number of ballot boxes;
 - 6.1.4 provide a voting booth at the voting station where Voters can mark their ballots in privacy;
 - 6.1.5 provide a sufficient number of pens or pencils for marking the ballot;
 - 6.1.6 ensure that a commissioner for taking oaths or a notary public will be available as required.

7.0 VOTING PROCEDURES

- 7.1 The polls shall be kept open from 9:00 a.m. until 8:00 p.m. on the Voting Days.
- 7.2 All voting will be by secret ballot.
- 7.3 The Ratification Officer will:
 - 7.3.1 open the ballot box and ask a Voter to witness that the ballot box is empty before any vote is cast;

- 7.3.2 properly seal the ballot box and place his or her signature on the seal in front of the witness, and ask that witness to also place his or her signature on the seal;
 - 7.3.3 place the ballot box in public view, for the reception of the ballot papers;
 - 7.3.4 execute a "Declaration of Ratification Officer" in the form attached as Form "C"; and
 - 7.3.5 ensure that the witness executes a "Statement of Witness" in the form attached as Form "D".
- 7.4 The Ratification Officer, after being satisfied that a person is a Voter, will:
- 7.4.1 affix his or her initials on the back of the ballot so that the initials can be seen when the ballot is folded; and
 - 7.4.2 provide the Voter with the ballot.
- 7.5 The Ratification Officer will place, on the List of Voters, a line through the name of every Voter receiving a ballot.
- 7.6 The Ratification Officer will explain the method of voting upon request.
- 7.7 If requested by a Voter who:
- 7.7.1 is not able to read;
 - 7.7.2 is incapacitated by blindness or other physical cause; or
 - 7.7.3 requires assistance for any other reason;
- the Ratification Officer will assist that Voter by marking his or her ballot as directed by the Voter and the Ratification Officer will immediately fold and deposit it into the ballot box.
- 7.8 In the circumstances described in section 7.7, the Ratification Officer, after assisting the Voter, will make an entry on the List of Voters opposite the name of the Voter indicating that the ballot was marked by the Ratification Officer at the request of the Voter and the reason for the Voter's request.

- 7.9 Except as provided in section 7.7, every voter receiving a ballot will:
 - 7.9.1 proceed immediately to a voting booth;
 - 7.9.2 mark the ballot by placing a cross (“X”), check mark or other mark, either in the box marked “YES” or in the box marked “NO”;
 - 7.9.3 fold the ballot to conceal the mark and to expose the initials of the Ratification Officer; and
 - 7.9.4 immediately give the folded ballot to the Ratification Officer who, without unfolding it, will:
 - 7.9.4.1 verify his or her initials;
 - 7.9.4.2 tear off the perforated strip, if any; and
 - 7.9.4.3 deposit the ballot into the ballot box.
- 7.10 A Voter who receives a spoiled or improperly printed ballot, or who accidentally spoils his or her ballot when marking it, will, upon returning it to the Ratification Officer, be entitled to receive another ballot. The returned ballot will be recorded as spoiled by making a notation on the List of Voters next to the name of the Voter who returned the ballot.
- 7.11 A Voter who receives a ballot and does not return it to the Ratification Officer will forfeit the right to vote and will not be counted as having voted. The Ratification Officer will make an entry on the List of Voters stating that the Voter left the voting booth without delivering the ballot.
- 7.12 At the time set for closing the poll, the Ratification Officer will declare the poll closed, and entry will be denied to the voting station until all remaining Voters at the voting station at that time have voted.

8.0 ORDERLY VOTING

- 8.1 The Ratification Officer, with the assistance of Council, will ensure that peace and good order are maintained at the voting station.
- 8.2 The Ratification Officer will allow only one Voter at a time into a voting booth.
- 8.3 A Voter who is inside the voting station before the set closing time will be entitled to vote.

- 8.4 No person will interfere or attempt to interfere with a Voter when he or she is voting, nor will a person obtain or attempt to obtain information as to how a Voter is about to vote or has voted.

9.0 COUNTING OF RESULTS

- 9.1 After the close of the poll on the last Voting Day, the Ratification Officer, in the presence of at least one member of Council and any other Voters present, will:
- 9.1.1 examine all ballots contained in the ballot boxes;
 - 9.1.2 count the number of ballots marked “YES” or marked “NO”, or rejected;
 - 9.1.3 reject all ballots that:
 - (i) have not been supplied by the Ratification Officer;
 - (ii) have not been marked as either “YES” or “NO”;
 - (iii) have been marked as both “YES” and “NO”;
 - (iv) have not been marked such that the Ratification Officer can determine the intention of the Voter; or
 - (v) has any writing or mark which can identify the Voter.
- 9.2 When the result of the Ratification has been determined, the Ratification Officer will:
- 9.2.1 execute the “Certification by Ratification Officer” in the form attached as Form “E”; and
 - 9.2.2 ensure that a member of the Council who was present when the ballots were counted executes the “Certification by Member of Council” in the form attached as Form “F”.
- 9.3 The Ratification Officer will separately seal in envelopes the ballots cast and the spoiled and rejected ballots. The Ratification Officer will then affix his or her signature to the seals and will retain them for sixty (60) days.

- 9.4 After sixty (60) days, unless an objection is filed in accordance with section 11 or the Council has been notified that legal proceedings concerning the Ratification have been commenced, the ballots cast will be destroyed.

10.0 PROCEDURAL AMENDMENTS

- 10.1 In order to give effect to and carry out the objectives and purpose of the Ratification, the Ratification Officer and the Chief of Lubicon may agree on a departure from the procedural requirements of these Voting Guidelines where they deem it necessary and where they believe it will not result in any substantive change. The Ratification Officer and the Chief of Lubicon will state in writing the nature and basis of such departure and will deliver a copy of the statement signed by both of them to the Department.

11.0 OBJECTIONS

- 11.1 A Voter who voted and has reasonable grounds for believing that there was a violation of these Voting Guidelines that may affect the results of the Ratification or there was corrupt practice that may affect the results of the Ratification may, within seven (7) days from the announcement of the results of the Ratification, file an objection by forwarding by registered mail to the Council notice of his or her objection and a statement setting out the grounds for the objection.
- 11.2 Where an objection is filed under section 11.1, the Council will, within five (5) days of receiving it, forward a copy of the objection to the Ratification Officer.
- 11.3 The Ratification Officer will, within seven (7) days of receiving the objection, forward to the Council a statutory declaration containing answers to the particulars stated in the Voter's objection.
- 11.4 The Council may, if the material sent under this section is not sufficient to decide the validity of the grounds of the objection, conduct such further investigations as it deems necessary.
- 11.5 The Council may dispose of any objection by allowing it and calling another vote or dismiss the objection where Council is of the opinion that the grounds of the objection are not established or do not materially affect the results of the Ratification.

12.0 SECOND VOTE

- 12.1 If a second vote is required, under Article 12.2 of the Settlement Agreement, these Voting Guidelines will apply to that vote with any necessary modifications.

LUBICON LAKE BAND
TREATY 8 LANDS AND BENEFITS CLAIM
SETTLEMENT AGREEMENT

Appointment of an Assistant

Date

I, _____, Ratification Officer, appoint _____
_____ to act as my assistant in carrying out my duties in
accordance with the Voting Guidelines for the purpose of the Vote.

Ratification Officer

I, _____, agree to act as an assistant to the Ratification Officer for the
purpose of the Ratification and promise to carry out all assigned duties to the best of my
abilities and in accordance with these Voting Guidelines.

Assistant

LUBICON LAKE BAND
TREATY 8 LANDS AND BENEFITS CLAIM
SETTLEMENT AGREEMENT

Notice of Vote

(Date)

TO: THE MEMBERS OF THE LUBICON LAKE BAND NO. 453 (“Lubicon”)

TAKE NOTICE that a vote of the Voters of Lubicon, pursuant to the Voting Guidelines, will be held on the following dates and the following locations to determine if the Voters of Lubicon approve and assent to the proposed Settlement Agreement Treaty claim between Her Majesty the Queen in Right of Canada and Lubicon and the Trust Agreement entered into between Lubicon and Royal Trust.

The following question will be asked of Voters of Lubicon, as set out in Schedule 1 of the Settlement Agreement:

Do you:

- A. **Agree to and approve** the terms and conditions of the **LUBICON LAKE BAND NO. 453 TREATY 8 LANDS AND BENEFITS CLAIM SETTLEMENT AGREEMENT** initialed by the negotiators for Lubicon and Canada on September 10, 2018,
- B. **Agree to and approve** the terms and conditions of the **LUBICON LAKE BAND NO. 453 TRUST AGREEMENT**, dated September 10, 2018, and
- C. **Authorize and direct** the Chief and Council of the Lubicon Lake Band No. 453 to sign all documents and do everything necessary to give effect to the **LUBICON LAKE BAND NO. 453 TREATY 8 LANDS AND BENEFITS CLAIM SETTLEMENT AGREEMENT?**

Information Meetings for the purpose of Ratification will be held at the following dates and places:

- a) Little Buffalo, on September 17, 2018, commencing at 1:00 pm, at Little Buffalo School Gymnasium;
- b) Slave Lake, on September 19, 2018, commencing at 1:00 pm, at Slave Lake Inn; and
- c) Edmonton, on September 21, 2018 commencing at 1:00 pm, at Executive Royal West Inn.

Ratification will take place on the following dates and places:

- a) Little Buffalo, on October 4, 2018, from 9:00 am – 8:00 pm, at Little Buffalo School Gymnasium;
- b) Slave Lake, on October 9, 2018, from 9:00 am – 8:00 pm , at Slave Lake Inn;
- c) Edmonton, on October 12, 2018 from 9:00 am – 8:00 pm, at Executive Royal West Inn; and
- d) Little Buffalo, on October 15, 2018 from 9:00 am – 8:00 pm at Little Buffalo School Gymnasium.

Copies of the Settlement Agreement and Trust Agreement are available to all Members at the band office during regular business hours.

AND FURTHER TAKE NOTICE that a List of Voters is posted with this Notice of Vote. Sections 4.2 and 4.3 of the Voting Guidelines provide:

“4.2 A Member may apply to the Ratification Officer within ten (10) days of posting of the List of Voters attached to the Notice of Vote to have the List of Voters revised if such member believes that:

4.2.1 the name of a Voter has been omitted from the List of Voters; or

4.2.2 the name of a Voter is incorrectly set out or should not be included in the List of Voters.

4.3 A Member may, up to and including the Voting Days, apply to the Ratification Officer to have his or her name added to the List of Voters if that Member can provide:

4.3.1 his or her current Certificate of Indian status card; or

4.3.2 *adequate proof of identification, age and band membership.*”

An application for a change to the List of Voters or a request for a copy of the Voting Guidelines or forms should be made to the Ratification Officer at:

DATED at _____, in the Province of Alberta, this ____ day of _____, 2018.

Bernie Makokis
Ratification Officer

LUBICON LAKE BAND
TREATY 8 LANDS AND BENEFITS CLAIM
SETTLEMENT AGREEMENT

Declaration of Ratification Officer

BALLOT BOXES: OPENING OF POLLS PROCEDURES

Ratification Vote Second Ratification Vote (Select One)
 Little Buffalo Edmonton Slave Lake (Select One)

DATE: _____

Ratification
Officer or
Assistant

The Ratification Officer or Assistant, as applicable, and others present, immediately before the hour polls became available at the poll and on date above noted, opened the previously unused ballot box(es) to be used on this day at that poll, bearing the following serial number(s): _____, _____, _____, _____, _____.

The Ratification Officer or Assistant, as applicable:

1. Opened each ballot box and asked a Voter to witness the ballot box(es) were empty before any votes were cast.
2. Sealed each ballot box and placed his or her signature on the seal in front of

a witness, and had that witness also place his or her signature on the seal.

3. Placed the ballot box(es) in public view for the reception of cast ballots.

Signature:

RATIFICATION OFFICER or ASSISTANT

LUBICON LAKE BAND
TREATY 8 LANDS AND BENEFITS CLAIM
SETTLEMENT AGREEMENT

Statement of Witness

Date

I, _____, was personally present at _____, on _____ day of _____, 2018, when Members voted on the proposed Settlement Agreement and the proposed Trust Agreement and:

1. I am a voter.
2. I witnessed that each ballot box at this location was empty before any votes were cast.
3. I witnessed the Ratification Officer seal each ballot box and sign the seal.
4. I signed the seal, as requested by the Ratification Officer.

Witness

LUBICON LAKE BAND
TREATY 8 LANDS AND BENEFITS CLAIM
SETTLEMENT AGREEMENT

Certification by Ratification Officer

C A N A D A)
)
P R O V I N C E O F A L B E R T A)

I, Bernie Makokis, Ratification Officer for Lubicon, of Edmonton, in the Province of Alberta, DO SOLEMNLY DECLARE THAT:

1. I was present at the following places on the following dates and times, when Members of Lubicon voted on the proposed Settlement Agreement and the proposed Trust Agreement in accordance with the Voting Guidelines:
 - a) Little Buffalo, on October 4, 2018, from 9:00 am – 8:00 pm at Little Buffalo School Gymnasium;
 - b) Slave Lake, on October 9, 2018, from 9:00 am – 8:00 pm, at Slave Lake Inn;
 - c) Edmonton, on October 12, 2018 from 9:00 am – 8:00 pm, at Executive Royal West Inn; and
 - d) Little Buffalo, on October 15, 2018, from 9:00 am - 8:00 pm, at Little Buffalo School Gymnasium.
2. A true copy of the Notice of Vote is attached as Exhibit “A” to this Certification.
3. A true copy of the List of Voters as of the last Voting Day is attached as Exhibit “B” to this Certification.
4. In accordance with the Voting Guidelines, the Notice of Vote and the List of Voters were posted at least 14 days prior to the first Voting Day.
5. I attended the Information Meetings set out in the Notice of Vote.

6. The voting procedure was conducted in accordance with the provisions of the Voting Guidelines.

7. The results of the Ratification are as follows:

- a. The number of Voters on the List of Voters was _____. The number of Voters who cast a vote was _____.
- b. _____ ballots were marked "YES" for the Ballot Question;
- c. _____ ballots were marked "NO" for the Ballot Question;
- d. _____ ballots were spoiled or rejected.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE ME at the ____ of)
_____, in the Province of)
Alberta, this ____ day of _____,)
2018.)
)

Bernie Makokis
Ratification Officer

A Commissioner for Oaths in and for the
Province of Alberta

LUBICON LAKE BAND
TREATY 8 LANDS AND BENEFITS CLAIM
SETTLEMENT AGREEMENT

Certification by Member of Council

C A N A D A)
)
PROVINCE OF ALBERTA)

I, _____, (Chief / a member of the Council of Lubicon), of _____, in the Province of Alberta,

DO SOLEMNLY DECLARE THAT:

1. A true copy of the Notice of Vote is attached as Exhibit "A" to this declaration.
2. Members of the Council of Lubicon attended the Information Meetings set out in the Notice of Vote.
3. The results of the Ratification are as follows:
 - a. The number of Voters on the List of Voters was _____. The number of Voters who cast a vote was _____.
 - b. _____ ballots were marked "YES" for the Ballot Question.
 - c. _____ ballots were marked "NO" for the Ballot Question.
 - d. _____ ballots were spoiled or rejected.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE ME at the ____ of)
_____, in the Province of)
Alberta, this ____ day of _____,)
2018.)
)

Name:
Chief / Councillor of
Lubicon

A Commissioner for Oaths in and for the
Province of Alberta

LUBICON LAKE BAND
TREATY 8 LANDS AND BENEFITS CLAIM
SETTLEMENT AGREEMENT

SCHEDULE 3
FORM OF BAND COUNCIL RESOLUTION
FOR PAYMENT & DIRECTION TO PAY

Lubicon, by its Chief and Council, hereby authorizes and directs Canada to pay the Compensation less the Negotiation Loan Funding set out in Article 3.3 of the Settlement Agreement in accordance with the Direction to Pay attached hereto.

Lubicon Lake Band, by a quorum of its Chief and Council:

Chief Billy Joe Laboucan

DATE

Councillor Brian Laboucan

DATE

Councillor Joe Auger

DATE

Councillor Jason Laboucan

DATE

Councillor Timothy Sawan

DATE

Councillor Troy Laboucan

DATE

LUBICON LAKE BAND
TREATY 8 LANDS AND BENEFITS CLAIM
SETTLEMENT AGREEMENT

SCHEDULE 4
DIRECTION TO PAY

TO CANADA:

Pursuant to the terms of the Settlement Agreement, Lubicon hereby directs Canada to pay any and all amounts owing to Lubicon under the Settlement Agreement as follows:

NAME OF FINANCIAL INSTITUTION: Royal Trust

ADDRESS OF FINANCIAL INSTITUTION: _____

NAME OF ACCOUNT HOLDER: Lubicon Lake Band No. 453

TRANSIT NUMBER OF FINANCIAL INSTITUTION: _____

ACCOUNT NUMBER: _____

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

Lubicon Lake Band, by a quorum of its Chief and Council:

Chief Billy Joe Laboucan DATE _____

Councillor Brian Laboucan DATE _____

Councillor Joe Auger DATE _____

Councillor Jason Laboucan

DATE

Councillor Timothy Sawan

DATE

Councillor Troy Laboucan

DATE

LUBICON LAKE BAND
TREATY 8 LANDS AND BENEFITS CLAIM
SETTLEMENT AGREEMENT
SCHEDULE 5
FORM OF SOLICITOR'S CERTIFICATE

I, Robert F. Roddick, of the City of Edmonton in the Province of Alberta, Barrister & Solicitor, DO HEREBY CERTIFY:

1. That I am a member in good standing of the Law Society of Alberta and am qualified to practice law in the Province of Alberta.
2. That I have been retained by Lubicon to provide legal advice with respect to the Lubicon Lake Band No. 453 Treaty 8 Lands and Benefits Claim Settlement Agreement and the Lubicon Lake Band No. 453 Trust Agreement.
3. That I have explained the legal implications of the Lubicon Lake Band No. 453 Treaty 8 Lands and Benefits Claim Settlement Agreement and the Lubicon Lake Band No. 453 Trust Agreement to the Chief, Council and Members who attended meetings convened for that purpose. I have provided no advice to Members regarding the Canada-Alberta Agreement.
4. That I was present at the following meetings called for the purpose of explaining the Lubicon Lake Band No. 453 Treaty 8 Lands and Benefits Claim Settlement Agreement and the Lubicon Lake Band No. 453 Trust Agreement, answering questions, and that I answered any questions to the best of my professional ability

Location of Meeting(s):

Little Buffalo
Slave Lake
Edmonton

Date(s) and Time(s):

September 17, 2018
September 19, 2018
September 21, 2018

Robert F. Roddick, Q.C.
Barrister and Solicitor

LUBICON LAKE BAND
TREATY 8 LANDS AND BENEFITS CLAIM
SETTLEMENT AGREEMENT

SCHEDULE 6

SEVERALTY CLAIMS FORMS

FORM 1 TO SCHEDULE 6
CLAIM FOR LANDS IN SEVERALTY

I, _____ (name), (the "Claimant"), of _____ (city/town), in the Province of _____, do confirm that I am a Member of the Lubicon Lake Band ("Lubicon") and my birth date is _____, and I make the following claim:

-OR-

I, _____ (name) (the "Claimant") of _____ (city/town), in the Province of Alberta make the following claim on behalf of _____, who is a Member of the Lubicon Lake Band ("Lubicon") and whose birth date is _____: (the "Principal")

1.0 Severalty Claim

- 1.1 It is the Claimant's wish to receive Lands in Severalty on their own behalf / on behalf of the Principal and to live separate and apart from the reserve lands set aside for the use and benefit of Lubicon.
- 1.2 The Claimant acknowledges that it is the responsibility of the Claimant to contact Canada and Alberta to review the claim to determine if the Claimant / Principal is eligible to receive Lands in Severalty.
- 1.3 If Canada and Alberta determine that the Claimant / Principal is entitled to claim Lands in Severalty, the Claimant acknowledges that the claim is subject to:

- 1.3.1 The Settlement Agreement being ratified;
- 1.3.2 Lubicon and Canada having executed the Settlement Agreement; and
- 1.3.3 Canada and Alberta having executed the Canada-Alberta Agreement.

1.4 The Claimant acknowledges having consulted legal counsel and having received independent legal advice about the legal, and other consequences of taking Lands in Severalty.

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

LUBICON LAKE BAND
TREATY 8 LANDS AND BENEFITS CLAIM
SETTLEMENT AGREEMENT

SCHEDULE 6

FORM 2 TO SCHEDULE 6
SOLICITOR'S CERTIFICATE FOR
LANDS IN SEVERALTY CLAIMS

I, Barry C. McGuire, of the City of Edmonton, in the Province of Alberta, Barrister and Solicitor, do hereby certify that:

1. I am a member in good standing of the Law Society of Alberta and am qualified to practice law in the Province of Alberta.
2. I was retained in my professional capacity to be available to provide legal advice to the members of Lubicon Lake Band No. 453 ("Members") with respect to the option of taking Lands in Severalty.
3. I have advised the Members who have contacted me as to the legal nature and effect upon those Members of receiving Lands in Severalty.
4. I have specifically advised any Members who sought information on Lands in Severalty that:
 - a. Any Lands in Severalty will not have reserve status;
 - b. Any Member who takes Lands in Severalty will have no further interest in the reserve lands held in common by Lubicon;
 - c. Eligible severalty claimants can only receive Lands in Severalty if:
 - i. The Settlement Agreement is ratified by the Voters of Lubicon; and,
 - ii. Lubicon and Canada have executed the Settlement Agreement; and

- iii. Canada and Alberta have executed the Canada-Alberta Agreement;
and
 - iv. Their claim for land in Severalty is accepted by Canada and Alberta.
5. That I reported to Council in writing the numbers of individual Members who sought legal advice in respect of Lands in Severalty and the number of Claims to Lands in Severalty I received. I have provided to Council all Claims to Lands in Severalty which were executed by Members, of which there were _____.

Date: _____

Barry G. McGuire
Barrister and Solicitor

LUBICON LAKE BAND
TREATY 8 LANDS AND BENEFITS CLAIM
SETTLEMENT AGREEMENT

SCHEDULE 6

FORM 3 TO SCHEDULE 6
Independent Legal Advisor's Report on Lands in Severalty

1. Lubicon retained my services on _____ to provide independent legal advice to the Members of Lubicon with respect to the option of taking Lands in Severalty.
2. I have been available since I was retained to give legal advice on an individual basis to all Members of Lubicon at no cost.
3. I have experience in advising individuals as to their options regarding the treaty land entitlement provisions of Treaty 8.
4. I am informed that my contact information, as follows:

Barry C. McGuire, Lawyer
RMLO Law LLP
www.rmlo.com
101, 10301-109 Street NW
Edmonton, AB T5J 1N4
Email: b.mcguire@rmlo.com
Telephone: 780.431.1444, Ext. 6283
Fax: 780.431.1499

was made available to Members through the distribution of information packages and at meetings open to Members held on July 30, August 8 and August 23, 2018.

5. As of August 30, 2018, [X number] Members contacted me with questions they had regarding Lands in Severalty and I provided those individuals with legal advice.

6. As of August 30, 2018, [X number] Members have made claims for themselves or for themselves and on behalf of other Members to Lands in Severalty by executing Form 1 to Schedule 6 of the Canada-Lubicon Settlement Agreement.

Barry C. McGuire
Barrister and Solicitor

LUBICON LAKE BAND
TREATY 8 LANDS AND BENEFITS CLAIM
SETTLEMENT AGREEMENT
SCHEDULE 7
FORM OF FINANCIAL ADVISOR'S CERTIFICATE

I, Scott Mockford, of the City of Edmonton, of the Province of Alberta, do hereby certify that:

1. I am a Chartered Professional Accountant.
2. I was retained in my professional capacity to provide independent financial advice to the Council and the Members of Lubicon with respect to the terms of the Lubicon Lake Band No. 453 Treaty 8 Lands and Benefits Claims Settlement Agreement (the "Settlement Agreement") and the Trust Agreement, including dealing with the deposit of the Compensation less the Negotiation Loan Funding and the subsequent safe custody, preservation of capital, management, investment, disbursement and use of the compensation.
3. I have provided independent financial, operation and management advice to the Council with respect to the operation and management of the Trust Agreement and the consequences of holding the Compensation less the Negotiation Loan Funding in trust (the "Financial Issues").
4. I was present at the following Information Meeting(s) called for the purpose of explaining to the Members the Settlement Agreement and the Trust Agreement:

Location of Meetings:	Date(s) and Time(s):
Little Buffalo	September 17, 2018
Slave Lake	September 19, 2018
Edmonton	September 21, 2018
5. I made a presentation at the Information Meetings, to the Members then present, regarding the Financial Issues and answered any relevant financial questions raised at the Information Meeting to the best of my professional ability.

Date: _____

Scott Mockford

LUBICON LAKE BAND
TREATY 8 LANDS AND BENEFITS CLAIM
SETTLEMENT AGREEMENT

SCHEDULE 8
FORM OF BAND COUNCIL RESOLUTION
APPROVING SETTLEMENT AND AUTHORIZING EXECUTION BY CHIEF AND
COUNCIL

WHEREAS Lubicon wishes to enter into the Lubicon Lake Band No. 453 Treaty 8 Lands and Benefits Claim Settlement Agreement (the “Settlement Agreement”) with Her Majesty the Queen in right of Canada;

AND WHEREAS the Council of Lubicon has held Information Meetings for its Members on (date, time and location) to explain the terms and conditions of the proposed Settlement Agreement and the Trust Agreement;

AND WHEREAS legal counsel for Lubicon provided legal advice to the Council and Members as requested by Council and to the Council and Members present at the Information Meetings as to the legal nature and effect of entering into the Settlement Agreement and the Trust Agreement;

AND WHEREAS a financial advisor for Lubicon provided financial advice in respect of the Settlement Agreement and the Trust Agreement to the Council and to the Members present at the Information Meeting(s);

AND WHEREAS a Ratification conducted in accordance with the Voting Guidelines was held, the results of which are detailed in the report of the Ratification Officer as attached:

LUBICON LAKE BAND
TREATY 8 LANDS AND BENEFITS CLAIM
SETTLEMENT AGREEMENT
SCHEDULE 9
PURCHASE LANDS

Plan 812-1420

Plan 812-0492

Plan 822-3143

Plan 942-0933

Plan 812-1430

Plan 962-2484

LUBICON LAKE BAND
TREATY 8 LANDS AND BENEFITS CLAIM
SETTLEMENT AGREEMENT

SCHEDULE 10
FORM OF BAND COUNCIL RESOLUTION
APPROVING SETTLEMENT LANDS SELECTION AND REPLACEMENT
DISPOSITIONS

WHEREAS Lubicon has entered into the Lubicon Lake Band No. 453 Treaty 8 Lands and Benefits Claim Settlement Agreement (the “Settlement Agreement”) with Her Majesty the Queen in right of Canada (“Canada”);

AND WHEREAS the Council of Lubicon has selected parcels of land to be set aside as reserve for the use and benefit of Lubicon pursuant to the Settlement Agreement (the “Settlement Lands”);

AND WHEREAS surveys establishing the exterior boundaries of the Settlement Lands to facilitate the transfers of administration and control of the Settlement Lands from Her Majesty the Queen in right of Alberta (“Alberta”) to Canada have been conducted;

AND WHEREAS the Council of Lubicon pursuant to the Settlement Agreement must approve the quantity and location of the Settlement Lands;

AND WHEREAS the Council of Lubicon has received environmental advice regarding the Settlement Lands;

AND WHEREAS the Council of Lubicon pursuant to the Settlement Agreement approved the issuance of Replacement Dispositions to replace Third Party Interests in the Settlement Lands;

AND WHEREAS the Settlement Agreement provides for the use of the *Claim Settlements (Alberta and Saskatchewan) Implementation Act*, S.C. 2002, c.3 (the “Act”);

BE IT RESOLVED THAT:

1. Lubicon hereby approves and assents to the quantity and location of the Settlement Lands shown on the surveys attached to this Band Council Resolution as Schedule A;
2. Lubicon agrees the Settlement Lands are in an acceptable environmental condition to be set apart as reserve for the use and benefit of the Lubicon;
3. Pursuant to the Act, that the Council of Lubicon hereby requests the Minister of Indigenous Services to set apart as reserve the Settlement Lands pursuant to the terms of the Settlement Agreement;
4. Lubicon consents to and will provide a Band Council Resolution in the form attached to the Settlement Agreement as Schedule 10 consenting to Canada granting Replacement Dispositions for any Third Party Interest in the Settlement Lands for which compensation will be:
 - 4.1 compensation rates will be:
 - 4.1.1 road permits \$1.00;
 - 4.1.2 pipeline permits \$1.00;
 - 4.1.3 electrical transmission and distribution permits \$1.00; and
 - 4.1.4 for any other Replacement Dispositions, (including telecommunications permits, and mineral surface access permits) compensation will be at the rates set by Alberta for dispositions of that type.
 - 4.2 Replacement Dispositions may be issued for such periods of time as the Replacement Dispositions may be required for the purposes allowed under the Replacement Disposition.

LUBICON LAKE BAND
TREATY 8 LANDS AND BENEFITS CLAIM
SETTLEMENT AGREEMENT

SCHEDULE 11
FORM OF BAND COUNCIL RESOLUTION RESPECTING
PURCHASE LANDS

WHEREAS Lubicon has entered into the Lubicon Lake Band No. 453 Treaty 8 Lands and Benefits Claim Settlement Agreement (the “Settlement Agreement”) with Her Majesty the Queen in right of Canada (“Canada”);

AND WHEREAS the Council of Lubicon has purchased land within the Hamlet of Little Buffalo identified in the attached Schedule “A” (the “Purchase Lands”) to be set aside as reserve for the use and benefit of Lubicon pursuant to the Settlement Agreement;

AND WHEREAS the Council of Lubicon has received independent environmental advice regarding the Purchase Lands;

AND WHEREAS the Council of Lubicon, pursuant to the Settlement Agreement, has satisfied the Third Party Interests in the Purchase Lands;

AND WHEREAS the Council of Lubicon, pursuant to the Settlement Agreement, must request the Purchase Lands be added to the reserve;

BE IT RESOLVED THAT:

1. Lubicon agrees the Purchase Lands are in an acceptable environmental condition to be set apart as reserve for the use and benefit of Lubicon;
2. Lubicon agrees to accept the Purchase Lands on an as-is where-is basis;
3. Lubicon forever releases, remises and discharges Canada from any and all actions, causes of action, suits, claims or demands, specific claims, damages, costs, expenses or liability whatsoever, of whatever kind or nature, whether known or unknown and whether in law, inequity or otherwise, that Lubicon ever had, now has or may have in the future by reason of or in any way relating to or in any way arising from the condition of the Purchase Lands or any improvements or fixtures thereon, including, without limitation, Canada accepting control of the Purchase Land on an “as-is where is basis”;

4. In accordance with the Additions to Reserve/New Reserve Policy, the Council of Lubicon hereby requests the Minister of Indigenous Services to set apart as reserve the Purchase Lands pursuant to the terms of the Settlement Agreement;

Lubicon Lake Band, by a quorum of its Chief and Council:

Chief Billy Joe Laboucan

DATE

Councillor Brian Laboucan

DATE

Councillor Joe Auger

DATE

Councillor Jason Laboucan

DATE

Councillor Timothy Sawan

DATE

Councillor Troy Laboucan

DATE

SCHEDULE 12

LUBICON LAKE BAND COMMUNITY INFRASTRUCTURE PROJECT

CAPITAL AGREEMENT

BETWEEN:

LUBICON LAKE BAND NO.453

as represented by the Chief and Council of the Lubicon Lake Band
(the "Lubicon Lake Band")

OF THE FIRST PART

-and-

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

as represented by the Minister of Indigenous Services
("DISC")

OF THE SECOND PART

WHEREAS, the Lubicon Lake Band and Canada have negotiated a Settlement Agreement of the Lubicon Lake Band's rights, and Canada's obligations, under Treaty 8 which will lead to the creation of a reserve for the Lubicon Lake Band after the transfer to Canada of lands, as described in the Settlement Agreement;

AND WHEREAS, DISC and the Lubicon Lake Band desire to have community Infrastructure constructed on the lands to be transferred to Canada;

AND WHEREAS, DISC has agreed to provide funding to enable the construction of community Infrastructure for the Lubicon Lake Band on these lands;

NOW THEREFORE, DISC and the Lubicon Lake Band agree as follows:

OBJECTIVE

The purpose of this Agreement is to set out DISC's commitment to provide funding to enable the Lubicon Lake Band to have community Infrastructure constructed on land as described in this Agreement and to describe the community Infrastructure that will be constructed.

DEFINITIONS

"Administrative Agreement" means the agreement to be entered into by the Lubicon Lake Band, Kee Tas Kee Now Tribal Council, the Project Manager, DISC, and other

SCHEDULE 12

parties that may be added pursuant to that agreement, which sets out the roles and responsibilities of the parties in relation to the Project.

“Agreement” means this Capital Agreement including all amendments and all schedules attached hereto.

“Buildings” mean the solid waste management servicing facility, public works building, fire station, administration building, community multi-purpose building, school, community health centre, and Aboriginal Head Start building.

“Capital Plan” means the description of the Infrastructure to be constructed for, and provided to, the Lubicon Lake Band as set out in the document attached hereto as Schedule “A”.

“Community Lands” means the "Settlement Lands" and the "Purchase Lands" as these terms are defined in subsection 1.1 of the Settlement Agreement. –

“Dispute”, with respect to the Parties, means any difference, disagreement, controversy, question or claim arising out of the existence, interpretation, application, administration, enforceability or performance of this Agreement.

“Effective Date” has the meaning set out in subsection 18.1.

“Settlement Agreement” means the Lubicon Lake Band Treaty 8 Lands and Benefits Claim Settlement Agreement entered into between Canada and the Lubicon Lake Band which defines the nature of the relationship of the Lubicon Lake Band to Treaty 8 and provides for a fair and equitable settlement of the rights and interests asserted by the Lubicon Lake Band in respect to traditional Lubicon Lake Band territory in northern Alberta.

“Infrastructure” includes residential housing, Buildings, roads, electrical systems, telephone and internet cabling, water and waste water services.

“Project Steering Committee” means the group which provides decision making and oversight regarding project governance, service standards, communications, and the strategic direction of project implementation and whose responsibilities and membership are described in Schedule “B”.

“Life Cycle Costing” means a mathematical procedure which describes the total costs (such as construction, operation, maintenance, and disposal) of an Infrastructure asset in terms of a present value which reflects the effects of monetary interest and price escalation.

“Owner’s Engineer” means the person whose duties include representing the interests of the band council of the Lubicon Lake Band and the Tribal Council and communicating

SCHEDULE 12

to the Project Implementation Committee any technical concerns of the band council of the Lubicon Lake Band or the Tribal Council.

“Party” or “Parties” means the Lubicon Lake Band and DISC individually or collectively as the case may be.

“Project” means the planning, design, construction, and provision of Infrastructure set out in Schedule “A” of this Agreement, and includes Project Close-Out, using funds provided by DISC and by other funding sources.

“Project Close-Out” means the activities which occur at the end of a Project and include the handover of Infrastructure, the completion of contracts by all parties, the archiving of records, and the production of a Project completion report by the Project Manager.

“Project Implementation Committee” means the group of professionals which provides technical guidance and oversight for project delivery and whose responsibilities and membership is described in Schedule “B”.

“Project Manager” means the person responsible for managing and controlling the Project through all stages of work and for ensuring delivery of all infrastructure.

“Protocol for INAC-Funded Infrastructure” is a listing of statutes, regulations, codes, policies, directives, standards, protocols, specifications, guidelines, and procedures applicable to construction projects funded by DISC under DISC’s Capital Facilities and Maintenance Program.

1.0 PROJECT COMMITMENT FROM DISC

1.1 DISC will provide funding for the planning, design, and construction to completion of the Project in accordance with the terms and conditions of this Agreement, including the Capital Plan attached hereto as Schedule “A”, and the terms and conditions of the Administrative Agreement.

1.2 For greater certainty, DISC will not itself plan, design, and construct the Infrastructure set out in Schedule “A” but rather will provide funding to persons, in accordance with the governance structure set out in Schedule “B”, who will plan, design, and construct the infrastructure. DISC, along with the Lubicon Lake Band, will form part of the Project Implementation Committee and Project Steering Committee.

2.0 FUNDING FROM DISC

2.1 DISC will provide funding to persons who will be responsible to DISC and to the Lubicon Lake Band for completing the Project.

SCHEDULE 12

2.2 Funding to persons will be provided by way of contribution agreements but is subject to appropriation by the Parliament of Canada.

2.3 DISC will make its best efforts to ensure that sufficient funding is obtained from the Parliament of Canada to ensure completion of the Project.

3.0 USE OF FUNDS BY LUBICON LAKE BAND

3.1 Funds that are transferred by DISC to the Lubicon Lake Band, either directly or through the Kee Tas Kee Now Tribal Council, in connection with this Agreement or the Administrative Agreement are to be utilized only for the completion of the Project.

3.2 All Infrastructure in connection with the Project will be constructed on Community Lands.

4.0 APPLICABLE STANDARDS

4.1 All Infrastructure in connection with the Project will be designed and constructed to standards agreed upon by DISC and the Lubicon Lake Band, and will meet the standards set out in the *Protocol for INAC-Funded Infrastructure* (PIFI).

4.2 Residential housing will take into account the northern Alberta climate and the traditional lifestyles of Lubicon Lake Band peoples. As such, the design will be responsive to the Lubicon Lake Band's cultural needs and climatic design challenges. Residential housing will include: mudrooms, mold resistant materials, insulation, appropriate flooring, fittings, systems to ensure energy efficiency and, where required, provision for accessibility by the elderly and disabled.

4.3 The Project Implementation Committee will ensure that all applicable environmental approvals are obtained, that the Project is constructed in conformity with all applicable environmental laws, and that proper municipal and provincial permits are obtained as required for each Project component.

4.4 All Infrastructure will be subject to a pre-design study prior to design and construction. The pre-design study report will include technical analysis and Life Cycle Costing and will contain a comprehensive explanation of the recommended option. This will inform the design and construction of the Infrastructure.

5.0 DISC CAPITAL AND INFRASTRUCTURE FUNDING

5.1 The receipt, application and disbursement of funds under the Settlement Agreement or this Agreement between DISC and Lubicon Lake Band, in accordance with the terms of this Agreement and the Settlement Agreement,

SCHEDULE 12

shall not be considered as substitutes for normal funding and programming which may otherwise be made available by Canada.

6.0 MANAGEMENT OF THE PROJECT

- 6.1 The Project shall be managed by the Project Manager.
- 6.2 The Project Manager shall be selected by DISC and the Tribal Council (which will include as a participant the Owner's Engineer).
- 6.3 A Project Steering Committee will be established with representation from the Lubicon Lake Band, Kee Tas Kee Now Tribal Council, the Project Manager, DISC and other project participants.
- 6.4 A Project Implementation Committee will be established whose members will consist of the Project Manager, the owner's engineer, DISC's senior engineer, the construction engineer, and the design consultant.

7.0 POSSESSION, OPERATION, AND MAINTENANCE

- 7.1 Upon completion of the Project, the Lubicon Lake Band will take possession of the Infrastructure and shall have all of the rights and duties of an owner with respect to the Infrastructure, including any liabilities that may arise from the use of the Infrastructure. The Lubicon Lake Band shall be responsible for the ongoing maintenance and repair of the Infrastructure, and agrees to obtain and maintain in force liability insurance to cover any liabilities arising from the use of the Infrastructure by the Lubicon Lake Band or its members.

8.0 INSURANCE

- 8.1 DISC will require the Project Manager to provide the Lubicon Lake Band with a copy of all of the Contractor's policies of insurance and require the Project Manager to provide to the Lubicon Lake Band any notices of any material changes that restrict coverage or of cancellation of such policies. The Lubicon Lake Band is entitled to ensure that such policies of insurance are in force for the term of this Agreement.

9.0 INDEMNIFICATION

- 9.1 The Lubicon Lake Band shall indemnify and hold harmless DISC, and its officials, officers, employees, agents, and subcontractors against all damages, losses and costs, including third party claims (and including the reasonable cost of defending third party claims, on a solicitor and client basis), arising from the negligence or other tortious conduct of the Lubicon Lake Band Council or any Band councilor, employee, agent, or contractor of the Lubicon Lake Band connected to the construction of Infrastructure as part of the

SCHEDULE 12

Project.

10.1 GOVERNING LAWS

10.1 This Agreement and all activities connected with the Project shall be governed by, and be interpreted in accordance with, the laws of the Province of Alberta and the laws of Canada applicable therein.

11.0 AMENDMENT

11.1 This Agreement shall not be amended nor modified nor shall any of its terms and conditions be waived except by Agreement in writing by DISC and the Lubicon Lake Band.

12.0 SUCCESSORS AND ASSIGNS

12.1 This Agreement shall enure to the benefit of, and be binding upon, DISC and the Lubicon Lake Band and their lawful administrators, successors and assigns.

13.0 ASSIGNMENT

13.1 Neither DISC nor the Lubicon Lake Band will assign this Agreement, either in whole or in part, without the written consent of the other.

14.0 COOPERATION AND DISPUTE RESOLUTION

14.1 DISC and the Lubicon Lake Band acknowledge that not every issue that may arise during a multi-year design and construction project may be addressed in this Agreement. Accordingly, DISC and the Lubicon Lake Band agree to cooperate with each other, to act in good faith, and to take all reasonable actions to enable the successful completion of the Project.

14.2 Any Dispute between and DISC the Lubicon Lake Band relating to the Project shall be dealt with under the dispute resolution provisions set out in the Administrative Agreement.

15.0 REPORTS TO BAND MEMBERS

15.1 The Lubicon Lake Band will report to the members of the Lubicon Lake Band at least once a year regarding implementation of this Agreement.

16.0 ENTIRE AGREEMENT

16.1 This Agreement, the schedules attached hereto and related amendments, and the Administrative Agreement, the schedules attached thereto and any related

SCHEDULE 12

amendments, constitute all the obligations of the Parties with respect to the Project.

17.0 NOTICES

- 17.1 Where in this Agreement any notice, request, direction or other communication is required to be given or made by either Party, it shall be in writing and is effective if delivered in person, by courier or sent by facsimile transmission or e-mail addressed to the Party for whom it is intended. Any notice, request, direction or other communication shall be deemed to have been given on the date of delivery.

Notices shall be addressed to:

Chief and Council
Lubicon Lake Band No. 453
Box 1351
St. Isidore, Alberta
T0H 3B0
Fax: (780) 629-2356

[Name]
[Title]
Department of Indigenous Services
[Address]
Fax:
E-mail:

18.0 EFFECTIVE DATE

- 18.1 Notwithstanding when this Agreement is signed, it shall be effective once the Settlement Agreement and the Administrative Agreement have been executed by all parties.

19.0 EXECUTION

- 19.1 Each Party agrees to be bound by this Agreement as evidenced by the signatures of its representatives.

SCHEDULE 12

LUBICON LAKE BAND NO. 453, as represented by its Chief and Council

_____ Chief Billy Joe Laboucan	_____ DATE
_____ Councillor Brian Laboucan	_____ DATE
_____ Councillor Joe Auger	_____ DATE
_____ Councillor Jason Laboucan	_____ DATE
_____ Councillor Timothy Sawan	_____ DATE
_____ Councillor Troy Laboucan	_____ DATE

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the
Minister of Indigenous Services**

Jean-François Tremblay
Deputy Minister

DATE: _____

SCHEDULE 12

SCHEDULE “A”

CAPITAL PLAN

GENERAL

1. All Infrastructure will be supplied with the appropriate fittings and equipment to permit it to meet its operational purpose.
2. The Pan-Canadian Framework on Clean Growth and Climate Change, recommends the use of more efficient building standards, and incorporates energy efficiency and clean technologies in the design of buildings and residential housing. As such, renewable energy technologies such as solar panels to generate electricity or hot water will be considered.
3. Understanding the importance of sustainability, all new buildings will be designed with sustainability as one of the key design criteria. This will entail performing life-cycle analyses to ensure that new buildings have lower environmental impacts than typical buildings over the expected lifecycle of the asset.
4. The following is a list of Infrastructure that will be constructed or provided. The sections following this section describe this Infrastructure in more detail.
 - i. Residential housing
 - ii. Community water and waste water services
 - iii. Solid waste management services
 - iv. Three phase power for all Buildings and single phase power for all residential housing
 - v. Heating units, and heating source, for all residential housing and Buildings
 - vi. Lighting for all residential housing and Community Buildings and street lighting in the core area of the community
 - vii. Ability to connect telephone lines and fibre optic lines to all Buildings
 - viii. All-weather gravel roads and driveways
 - ix. Public works building and public works lot and mobile maintenance equipment
 - x. Fire station and fire truck
 - xi. Administration building
 - xii. Community multi-purpose building
 - xiii. School and teacherages
 - xiv. Community health centre
 - xv. Aboriginal Head Start (preschool) building

SCHEDULE 12

DETAILED DESCRIPTION OF INFRASTRUCTURE TO BE CONSTRUCTED OR PROVIDED

1. Residential Housing

Approximately one hundred and forty four (144) residential housing dwellings will be built under the Project. The number of residential housing dwellings required will be determined by the Project Implementation Committee based on the Lubicon Lake Band's membership list which, as of the Effective Date of this Agreement, contains six hundred and fifty (650) individuals. The type and distribution of residential housing dwellings will be determined by the Project Implementation Committee based on community demographic needs and will include such specialized housing as multi-family dwellings, elders' residences, and dwellings with increased accessibility for the disabled.

A density level of four point five (4.5) people per residential housing dwelling is to be achieved by DISC, the Lubicon Lake Band, and the Project Manager within five (5) years of the Effective Date of this Agreement. A review will be completed by the Project Implementation Committee within four (4) years of the Effective Date of this Agreement to determine whether this density level has been achieved.

2. Community Water and Wastewater Services

Water and wastewater services will be provided to all Buildings on the Community Land eligible under DISC's Capital Facilities and Maintenance Program policy. The Project Implementation Committee will determine the type of water and wastewater system that will be provided based on feasibility studies and Life Cycle Costing that meet the requirements outlined in the *Protocol for INAC-Funded Infrastructure*.

Water for the community is expected to be provided by New Water Ltd. and the distribution method will be confirmed with a feasibility study.

3. Solid Waste Management

Solid waste management services appropriate to the needs of the community will be provided. The results of a regional waste management plan study commissioned and funded by DISC will be provided to the Project Implementation Committee for consideration.

4. Electrical System

Three phase power will be supplied to the community health centre, drinking water supply and wastewater treatment sites, school, and other buildings (except residential housing) from the closest source. Single phase power will be supplied

SCHEDULE 12

to all residential housing and other structures not requiring three phase power, as recommended by the local utility provider.

5. Heating

All Buildings will contain individual heating units. The method for heating Buildings will be determined by the Project Implementation Committee based on Life Cycle Costing with consideration given to reducing greenhouse gas emissions and energy costs.

6. Lighting Systems

Exterior lighting will be integrated into the school, the administration building, fire station, public works building, community health centre, Aboriginal Head Start (preschool) building, community multiplex building, and the water and wastewater treatment sites. Overhead street lighting will be provided on roads that serve Buildings in the core area of the community, as determined by the Project Implementation Committee.

7. Communications

Telephone lines and fibre optic lines will be run to a central communications node on the Community Lands. Provision will be made to permit telephone lines and fibre optic lines to be run to all Buildings including residential housing, and other Infrastructure requiring connections, from the central communications node. DISC will ensure that the installation of fibre-optic lines and telephone lines is coordinated. However, the actual installation will be completed by communications providers.

8. Roads

Repairs to an estimated twelve (12) km of existing roads to bring them to an all-weather gravel road standard will be undertaken as part of the Project. An estimated additional seven (7) km of new all-weather gravel roads will be constructed to enable access to all residential housing and Buildings. All-weather gravel driveways will be built in to new residential housing lots and repairs will be made to existing driveways based on the same standard.

9. Public Works Building, Public Works Lot and Mobile Maintenance Equipment

The size of the public works building and the size of the fenced public works lot will be determined by the Project Implementation Committee. In addition to the foregoing, the following mobile maintenance equipment will be provided: one (1) grader, one (1) bulldozer, one (1) backhoe, two (2) tractors, one (1) bobcat/mulcher, one (1) float, three (3) pickup trucks, one (1) dump truck.

SCHEDULE 12

10. Fire Station

Fire protection will be provided in accordance to DISC's Level of Service Standard, as per the *Protocol for INAC-Funded Infrastructure*. Fire protection will follow a tiered approach including fire prevention and education programs (Tier 1), capacity development, training and effective operation of fire protection equipment (Tier 2), and construction of a fire station (Tier 3) and these activities will be completed concurrently. As per Tier 3, a fire station will be built and equipped to DISC standards. The fire station will have two (2) bays and will be equipped with one (1) fire truck. Additional bays may be built based on the receipt of a written funding commitment from potential funding sources, such as Alberta Health Services and Health Canada.

11. Administration Building

The administration building will be up to six hundred and fifty (650) square meters in size and will be designed and furnished for use by elected Band officials and Band administrative staff. A larger-sized building may be built based on the receipt of a written funding commitment from potential funding sources.

12. Community Multi-Purpose Building

A community multi-purpose building for community gatherings, meetings, and recreational activities will be built and will include an indoor ice rink and a production kitchen for school and community use. The Project Implementation Committee will consider how the community multi-purpose building may be integrated with the school (such as through a physical connection).

13. School and Teacherages

A school for grade K4 (junior kindergarten) to grade 12 will be built and will be equipped based on the standards set out in DISC's *School Space Accommodation Standards*. The size of the school will be based on project student enrollment as of 2024-2025 which is projected to be approximately two hundred and fifty three (253) students (ten percent (10%) of whom could be special needs students). Fifteen teacherages will be built. The school will be designed to serve also as the community's emergency evacuation centre.

14. Community Health Centre

A community health centre will be built. The size, fit up, and other specifications will be confirmed and funded by DISC, based upon community programming and eligibility.

SCHEDULE 12

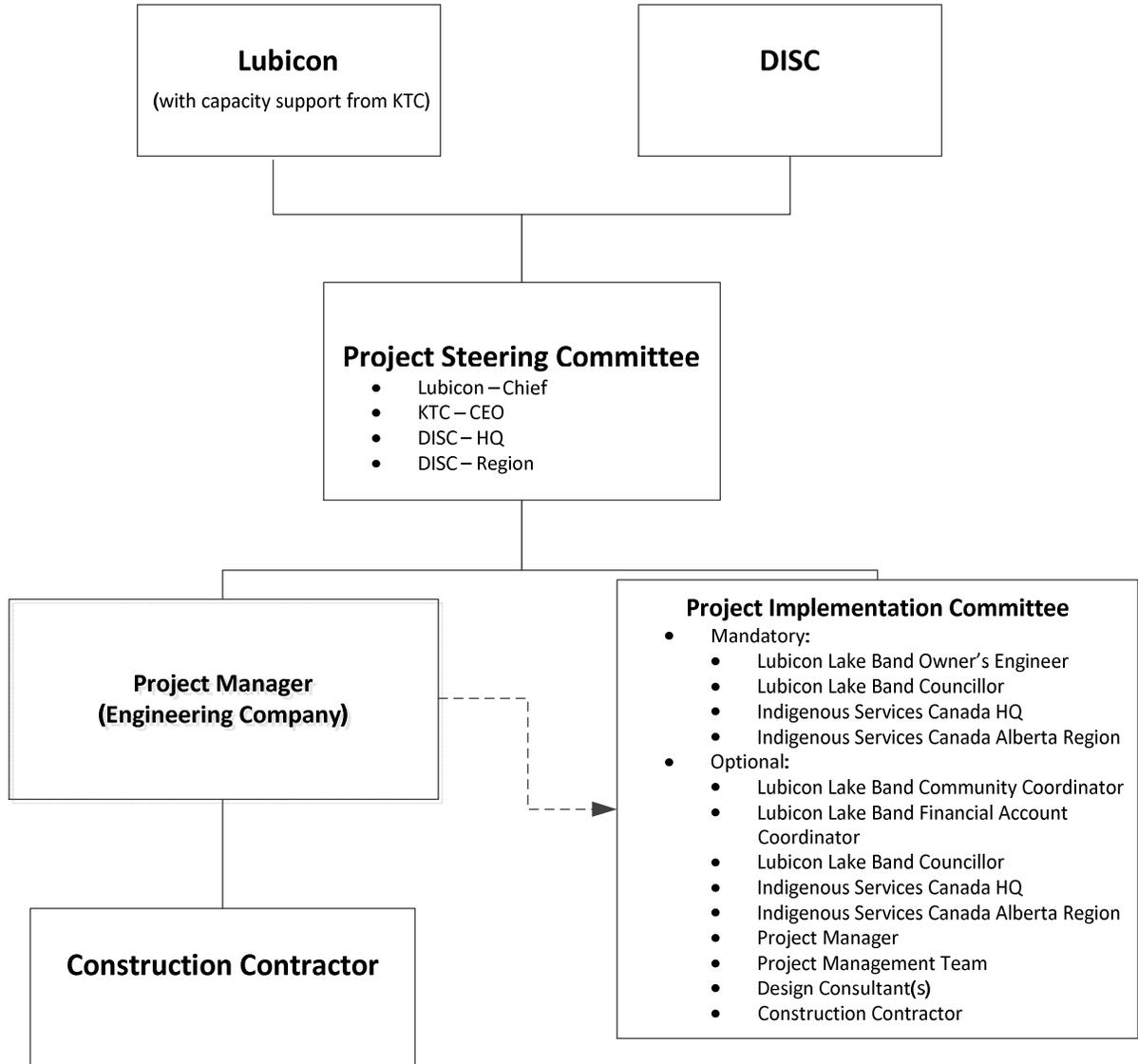
15. Aboriginal Head Start Building

An Aboriginal Head Start building (pre-school) will be built. The size, fit up, and other specifications will be confirmed and funded by DISC, based upon the Aboriginal Head Start on Reserve program criteria.

SCHEDULE 12

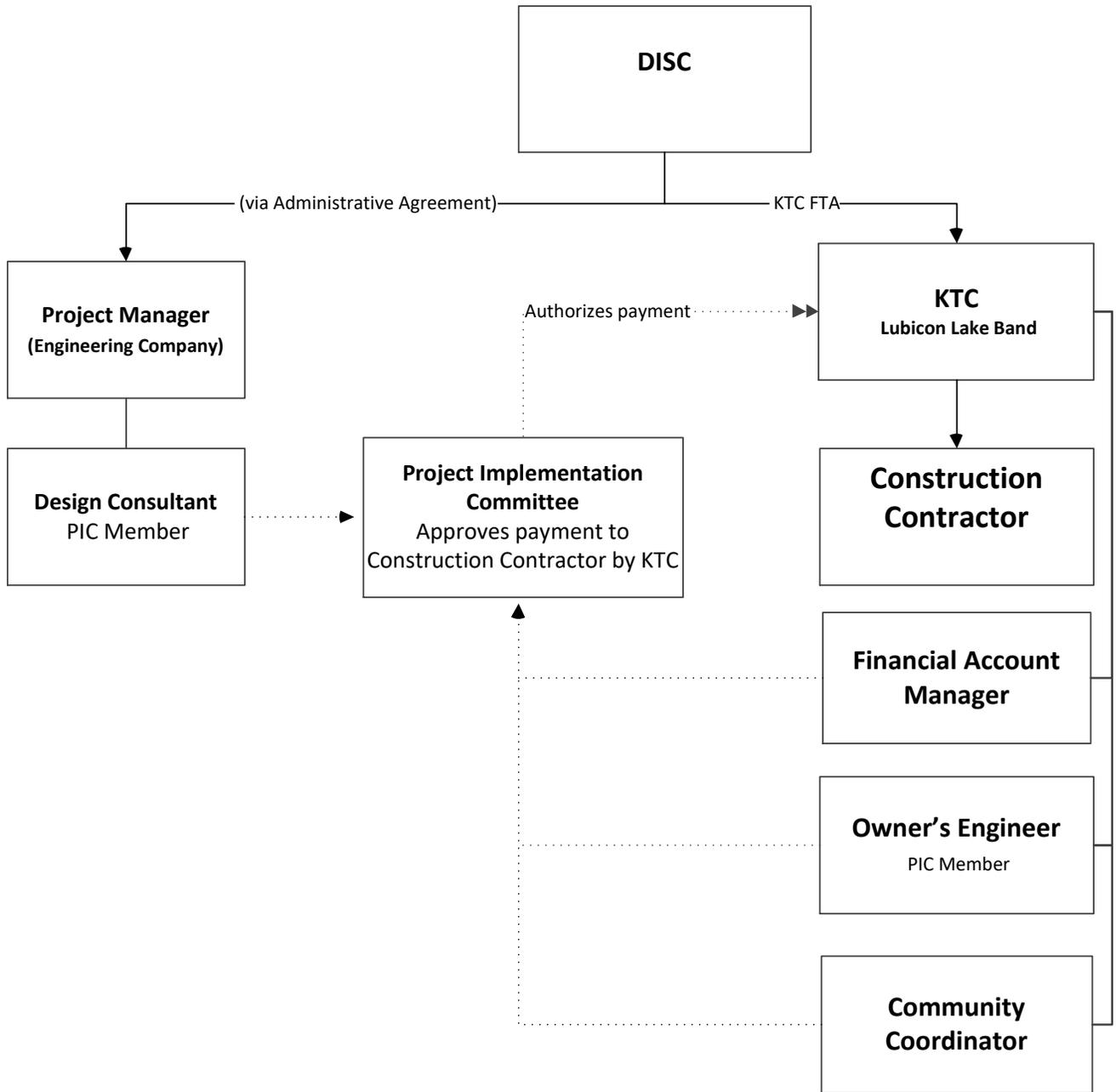
SCHEDULE "B":

Lubicon Settlement Project Governance Structure



SCHEDULE 12

Lubicon Lake Funding Model



SCHEDULE 12

(Schedule “B” continued)

Project Steering Committee

Mandate: To provide consensus-based decision making and oversight regarding project governance, service standards, communications, and the strategic direction of Project implementation.

Responsibilities:

- Reviews and approves reports and recommendations from the Project Implementation Committee.
- Reviews and approves significant changes in scope, budget, and schedule.
- Reviews and approves any proposed Infrastructure that does not adhere to DISC’s existing level of service standards.
- Reviews and agrees upon level of service standards where they do not exist in DISC’s existing policy documents.
- Facilitates appropriate sharing of information and announcements.
- Oversees dispute resolution as required.
- Review the terms of reference provided by the Project Implementation Committee and approve them if they are acceptable to the Project Steering Committee.

Committee Members:

- DISC Regional Representative (Chair)
- DISC National Representative
- Lubicon Lake Band Chief
- Kee Tas Kee Now Tribal Council CEO

Meeting Frequency: Quarterly; additional meetings as required

Project Implementation Committee

Mandate: To provide technical guidance and oversight for project delivery.

Responsibilities:

- Reports and provides recommendation to the Project Steering Committee.
- Provide strategic guidance and expert advice to the Project Steering Committee.
- Reviews the proposals that were received as part of each request for proposals and recommends contract awards.
- Recommends and approves invoice payments for construction contracting services.
- Reviews project financial status and budget and forecast position and reports.
- Recommends for approval all financial transactions and financial reports.
- Reviews attainability of design and recommends modifications of scope, budget, and schedule.

SCHEDULE 12

- Reviews Change Notices and Change requests that may have an impact on scope, budget and schedule. May approve if overall budget is unchanged, otherwise will make recommendation to the Project Steering Committee.
- Develop terms of reference for the Project Implementation Committee that are acceptable to the members of the Project Implementation Committee and submit them to the Project Steering Committee for review and approval.

Committee Members:

- DISC HQ Representative
- DISC Regional Representative
- Lubicon Project Manager
- Lubicon Council Designate
- Owner's Engineer
- Design Consultant
- Construction Contractor

Meeting Frequency: Monthly; additional meetings as required.

SCHEDULE 13

**LUBICON LAKE BAND COMMUNITY INFRASTRUCTURE PROJECT
ADMINISTRATIVE AGREEMENT**

BETWEEN:

LUBICON LAKE BAND NO. 453
as represented by the Chief and Council of the Lubicon Lake Band
(the "Lubicon Lake Band")

OF THE FIRST PART

-and-

KEE TAS KEE NOW TRIBAL COUNCIL
(the "Tribal Council")

OF THE SECOND PART

-and-

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of Indigenous Services
("DISC")

OF THE THIRD PART

WHEREAS, DISC and the Lubicon Lake Band, in a Capital Agreement, outlined their intention to work together to ensure the development of community infrastructure at Lubicon Lake;

AND WHEREAS, the Parties to this Administrative Agreement will be required to cooperate in order to ensure that the assets described in the Capital Agreement are constructed;

AND WHEREAS, the intent of this Administrative Agreement is to describe the General Duties of the Parties, to indicate how the Parties are to interact and to indicate how the Parties will resolve any disputes that may arise;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

SCHEDULE 13

DEFINITIONS

“Agreement” means this Administrative Agreement including all amendments and all schedules attached hereto.

“Buildings” mean the solid waste management building, public works building, fire station, administration building, community multi-purpose building, school, community health centre, and Aboriginal HeadStart building.

“Capital Agreement” means the agreement entered into between the Lubicon Lake Band and Her Majesty the Queen in Right of Canada, as represented by delegates of the Minister of Indigenous Services, executed at a date subsequent to this Administrative Agreement.

“Certificate of Substantial Performance” and “Certificate of Interim Performance” refers to the document which indicates that the Work is ready to be used for the purpose intended.

“Community Coordinator” means an individual selected and retained by the Lubicon Lake Band to optimize communications between the Lubicon Lake Band, Tribal Council, and the other Parties and to act as a primary conduit of information to the Lubicon Lake Band and Tribal Council from the other Parties.

“Construction Documents” means drawings, specifications, and other documents appropriate to the size and complexity of the Project which describe the size and character of the Project (including architectural, structural, mechanical, and electrical systems, materials, and other elements) and which describe in detail the requirements pertaining to the development, construction, and delivery of the infrastructure set out in Schedule “A” of the Capital Agreement.

“Contract” means a binding legal agreement for goods or services entered into by a Party.

“Construction Contractor” means a person who is responsible for organizing, supervising, and carrying out the construction tasks associated with the Project and includes a party which accedes to this Agreement as set out in Schedule “C”.

“Design Consultant” means the person, selected through a competitive process managed by the Project Manager, who is retained by the Project Manager to provide architectural and engineering services for the Project.

“Financial Account Coordinator” means the person selected and retained by the Lubicon Lake Band to account for and reconcile all moneys paid by DISC to a Funding Agreement recipient and to recommend payment, as a member of the Project Implementation Committee, to the Construction Contractor and any other parties.

SCHEDULE 13

“Funding Agreement” means a written agreement or documentation constituting an agreement between Her Majesty the Queen in right of Canada and an applicant or a recipient setting out the obligations or understandings of both with respect to one or more Transfer Payments.

“General Duties” means the roles, responsibilities and accountabilities of each Party.

“Infrastructure” includes residential housing, Buildings, roads, electrical systems, telephone and internet cabling, water and waste water services.

“Project Steering Committee” means the group which provides decision making and oversight regarding project governance, service standards, communications, and the strategic direction of project implementation and whose responsibilities and membership is described in Schedule “B”.

“Original Party” or “Original Parties” means Lubicon Lake Band, the Tribal Council, and DISC.

“Owner’s Engineer” means the person whose duties include representing the interests of the band council of the Lubicon Lake Band and the Tribal Council and communicating to the Project Implementation Committee any technical concerns of the band council of the Lubicon Lake Band or the Tribal Council.

“Party” or “Parties” means the Original Parties, and once they accede to the Agreement, the Project Manager, Design Consultant, and the Construction Contactor.

“Project” means the planning, design, construction, and provision of the infrastructure set out in Schedule “A” of the Capital Agreement, using funds provided by Canada and by other funding sources.

“Project Deliverables” means the goods and services that are to be provided during the Project by all Parties as set out in a Subsidiary Agreement.

“Project Governance Structure” means the management framework in which Project decisions are made and which is included in Schedule “B” of this Agreement.

“Project Implementation Committee” means the group of professionals which provides technical guidance and oversight for project delivery and whose responsibilities and membership is described in Schedule “B”.

“Project Manager” means the person responsible for managing and controlling the Project through all stages of work and for ensuring delivery of all Infrastructure.

“Project Site” means the location of the Project, as outlined as the areas of selection identified in the Settlement Agreement between the Lubicon Lake Band and the Government of Canada and which are intended to become reserve lands.

SCHEDULE 13

“Protocol for INAC-Funded Infrastructure” is a listing of statutes, regulations, codes, policies, directives, standards, protocols, specifications, guidelines, and procedures applicable to construction project funded by Canada under DISC’s Capital Facilities and Maintenance Program.

“Specific Duties” has the meaning set out in subsection 4.1

“Subsidiary Agreement” means the funding agreements and contracts relating to the Project referred to in subsection 4.1 of this Agreement and set out in Schedule “A”,

“Transfer Payment” means a monetary payment, or a transfer of goods, services or assets made, on the basis of an appropriation, to a third party, including a Crown corporation, that does not result in the acquisition by Her Majesty the Queen in right of Canada of any goods, services or assets. A transfer payment does not include an investment, loan or loan guarantee.

“Work” means all construction activities and all related services required by the Construction Documents.

1.0 PURPOSE OF THE AGREEMENT

- 1.1 The purpose of this Agreement is to describe the general duties of each Party in relation to the Project, indicate how each Party is to interact with every other Party, and set out how each Party will resolve disputes that may arise.

2.0 OBJECTIVE OF THE PROJECT

- 2.1 The objective of the Project is to undertake the planning, design, construction, and provision of the infrastructure listed in Schedule “A” of the Capital Agreement.

3.0 ADDITION OF PARTIES

- 3.1 An entity listed in Schedule “C” that is not an Original Party, shall accede to this Agreement, with at least five (5) business days’ notice to the Original Parties, by executing an accession agreement in the form set out in Schedule “D” and providing it to each of the Original Parties within five (5) business days of execution. The entity shall be deemed to be a Party on the date that is five (5) business days after the date of execution of the accession agreement.

SCHEDULE 13

4.0 SPECIFIC DUTIES OF THE PARTIES

- 4.1 The specific duties of various Parties are indicated in Subsidiary Agreements listed in Schedule “A” of this Agreement, and these agreements are incorporated by reference into this Agreement.
- 4.2 In interpreting this Agreement, in the event of discrepancies or conflicts between anything contained in a Subsidiary Agreement and in this Agreement, this Agreement shall prevail to the extent of the inconsistency.
- 4.3 All Parties will respect the mores of the Lubicon Lake Band and will respect all by-laws, elders, customs and traditions.

5.0 GENERAL DUTIES OF THE PARTIES

5.1 DISC is responsible for the following General Duties:

- (a) Approving the budget of the Project Manager for any services related to the Project.
- (b) Providing moneys for construction to First Nation Recipients by way of funding agreements and determining the amount to be provided in consultation with the Project Steering Committee.
- (c) Providing funding to the Tribal Council so that it can enter into a contract with a Community Coordinator, an Owner’s Engineer, and a Financial Account Coordinator, which will provide services directly to the Tribal Council and the Lubicon Lake Band.
- (d) Providing funding to the Project Manager so that it can provide project management services to DISC and so that it can enter into contracts with the Design Consultant.
- (e) Providing funding to the Tribal Council to permit it to pay the Construction Contractor to implement Project outlined in subsection 2.1.
- (f) Ensuring that funds provided to the Project Manager and to the Tribal Council are used for the purposes set out in DISC’s Program Control Framework for the Capital Facilities and Maintenance Program.
- (g) Respecting the Project Governance Structure and participating in committees within the Project Governance Structure.
- (h) Providing funding based on available resources, to the Project Manager and Tribal Council to facilitate the planning, design, and construction of a community health centre and Aboriginal HeadStart facility. Construction is

SCHEDULE 13

to occur after the applicable Project Site areas have been provided with water, wastewater, heating and electrical servicing.

- (i) Advising the Project Implementation Committee as to what standards the community health centre and Aboriginal HeadStart facility should be built based on population data and approved community health program planning at the time of implementation.

5.2 The Project Manager is responsible for the following General Duties:

- (a) Managing and controlling the Project through all stages of work, and for ensuring delivery of all infrastructure set out in Schedule "A" of the Capital Agreement.
- (b) Engaging and paying for the services provided by the Design Consultant.
- (c) Administering the competitive process to obtain a Design Consultant, and, for the benefit of the Lubicon Lake Band and Tribal Council, administering the competitive process to obtain a Construction Contractor or Construction Contractors.
- (d) Supervising the development of Project Deliverables by the Design Consultant.
- (e) Recommending Project Deliverables and providing copies of the Project Deliverables to the Project Implementation Committee for its review and approval.
- (f) Advising the Financial Account Coordinator on when it may issue cheques and providing advice to the Financial Account Coordinator on financial forecasting, Project monitoring, and Project reporting matters.
- (g) Co-signing with the Tribal Council on payments issued to the Construction Contractor or Construction Contractors.
- (h) Ensuring that proper municipal, provincial, and environmental permits are obtained by the Construction Contractor as required for each Project component.
- (i) Respecting the Project Governance Structure and participating in committees within the Project Governance Structure.

SCHEDULE 13

5.3 Lubicon Lake Band is responsible for the following General Duties:

- (a) Requiring the Construction Contractor to control access to any land held by the Lubicon Lake Band on which construction is contemplated or on which construction is underway.
- (b) Permitting the Project Manager to manage the Project under the Project Governance Structure as outlined in Schedule "B".
- (c) Respecting the Project Governance Structure and participating in committees within the Project Governance Structure.

5.4 The Tribal Council is responsible for the following General Duties:

- (a) Requiring the Construction Contractor with which it proposes to enter into a construction contract to first sign this Agreement.
- (b) Entering into a construction contract with a qualified Construction Contractor, as determined by the Project Implementation Committee through a competitive tendering process.
- (c) Co-signing with the Project Manager, upon recommendation from the Project Implementation Committee, a contract for the services of a Construction Contractor.
- (d) Declaring the Construction Contractor in default of its construction contract, at the request of the Project Manager, if a Construction Contractor has not fulfilled its obligations as set out in a construction contract entered into with the Tribal Council.
- (e) Permitting the Project Manager to manage the Project under the Project Governance Structure as outlined in Schedule "B".
- (f) Paying for, upon receipt of funding from DISC, the services of a Financial Account Coordinator, Owner's Engineer, and Community Coordinator.
- (g) Attending meetings with DISC, the Lubicon Lake Band, the Project Manager, the Design Consultant, and the Construction Contractor in order to discuss design requirements, construction issues, access issues, coordination issues, and any other matters arising during the planning, design, and construction of the Project.
- (h) Co-signing cheques with the Project Manager relating to project expenditures, upon receiving authorization from the Project Implementation Committee, for costs related to the Project.

SCHEDULE 13

- (i) Respecting the Project Governance Structure and participating in committees within the Project Governance Structure.

5.5 The Financial Account Coordinator is responsible for the following General Duties:

- (a) Opening and maintaining, with the Tribal Council, separate bank accounts for the Project.
- (b) Recommend the issuance of cheques, in accordance with directions from the Project Implementation Committee, for expenditures related to Project Work, upon receiving signing approval from the Project Manager.
- (c) Working closely with the Project Manager and providing information to the Project Manager as directed by the Tribal Council.
- (d) Respecting the Project Governance Structure and participating in committees within the Project Governance Structure.

5.6 The Community Coordinator is responsible for the following General Duties:

- (a) Providing the views and concerns of the Lubicon Lake Band and Tribal Council to the Project Manager and receiving information and documents from the Parties and providing the information or documents to a designated councillor to be identified by the Lubicon Lake Band.
- (b) Informing, and obtaining approvals from, representatives of the Lubicon Lake Band throughout all stages of the Project.
- (c) Respecting the Project Governance Structure and participating in committees within the Project Governance Structure.

5.7 The Owner's Engineer is responsible for the following General Duties:

- (a) Representing and respecting the interests of the Tribal Council and Lubicon Lake Band with respect to the Project.
- (b) Providing technical guidance to the Project Implementation Committee including identifying Project risks and assisting with the resolution of problems related to the Project.
- (c) Respecting the Project Governance Structure and participating in committees within the Project Governance Structure.

SCHEDULE 13

5.8 The Construction Contractor is responsible for the following General Duties:

- (a) Completing the work relating to the Project in accordance with the construction contract entered into between the Construction Contractor and the Tribal Council.
- (b) Obtaining and following only the instructions of the Project Manager and no other party.
- (c) Communicating, on a formal basis, with the Project Manager on any matters related to the Work unless there is an immediate threat to the health or safety of Lubicon Lake Band members, construction workers or any other visitors, in which case the Construction Contractor may communicate with any person that it deems appropriate and report to the Project Manager when the immediate threat has been addressed.
- (d) Communicating, on a formal basis, during the period that is within one year following the issuance of the Certificate of Substantial Performance or Certificate of Interim Performance, with only the Project Manager on any matters dealing with warranty or other post-construction issues.
- (e) Communicating, on a formal basis, after the period of one year following the issuance of the Certificate of Substantial Performance or Certificate of Interim Performance, with the Tribal Council as appropriate on any matters dealing with warranty or other post-construction issues.
- (f) Providing any progress claims and change orders to the Project Manager.
- (g) Obtaining proper municipal, provincial and environmental permits as required for each project component.
- (h) Respecting the Project Governance Structure and participating in committees within the Project Governance Structure.

6.0 CROWN AGENCY

- 6.1 No Party to this Agreement shall be considered to be an agent of Her Majesty the Queen in right of Canada. This subsection shall survive the termination or expiry of the Agreement.

7.0 DELEGATION OF AUTHORITY

- 7.1 A reference in this Agreement to DISC includes any official who exercises a power delegated by the Minister of Indigenous Services and includes the

SCHEDULE 13

Senior Assistant Deputy Minister of Regional Operations or any official acting under his or her authority.

8.0 ACT IN GOOD FAITH

- 8.1 The Parties agree to cooperate with each other, to carry out their Specific Duties and General Duties in good faith, and to take all reasonable action to enable the successful completion of the Project. The Parties acknowledge that not every issue that may arise during a multi-year design and construction project may be addressed in this Agreement or a Subsidiary Agreement.
- 8.2 If an issue is not addressed in this Agreement or in a Subsidiary Agreement, the Parties involved agree to attempt to resolve the issue themselves relying on commercially reasonable business practices.

9.0 DISPUTE RESOLUTION PROCESS

- 9.1 If the Parties are unable to resolve an issue in accordance with subsection 8.2, the Parties involved agree to use the dispute resolution process set out below.
- 9.2 Subject to subsection 9.11, in the event a dispute arises between one Party and another Party or Parties, or between any combination of Parties, regarding the interpretation of a provision of this Agreement or the obligations of a Party or Parties under this Agreement (a "Dispute"), and it cannot be otherwise resolved through discussion, any Party involved in the matter or with an interest in the matter (the "Affected Parties") shall resolve the dispute in the manner set out below.
- 9.3 In the event that a Dispute exists an Affected Party shall give written notice to every other Affected Party, setting out:
- (a) that the Affected Party giving notice wishes to use the dispute resolution process provided for in this Agreement; and
 - (b) a concise summary of the matter in dispute.
- 9.4 Within five (5) business days of receiving the notice, the Project Implementation Committee will meet in attempt to resolve the dispute.
- 9.5 Should the Affected Parties be unable to resolve the dispute following the meeting referred to in subsection 9.4, the Project Steering Committee will meet within ten (10) business days of that meeting in attempt to resolve the dispute.

SCHEDULE 13

- 9.6 Should the Affected Parties be unable to resolve the dispute following the meeting referred to in subsection 9.5, the Affected Parties will appoint a mutually acceptable independent third party within five (5) business days of that meeting (or within such other time as the parties may agree in writing) for the purpose of assisting them in resolving the dispute.
- 9.7 Where an independent third party is appointed pursuant to subsection 9.6, the Affected Parties will meet with him or her within five (5) business days of his or her appointment (or within such other time as the Affected Parties may agree in writing) to attempt to resolve the dispute.
- 9.8 Each Affected Party will bear its own costs arising from the mediation process provided for in this Agreement and bear equally the costs of any mediator
- 9.9 Subject to subsection 9.10, any exchanges between the Affected Parties after one party has given the other notice that it wishes to undertake dispute resolution pursuant to subsection 9.2, including without limitation:
- (a) Any minutes or other records of any meetings between the Affected Parties; and
 - (b) Any admissions, discussion, or offers of settlement, whether made verbally or in writing by either Affected Party,
- will not be admissible in any legal proceedings unless otherwise required by law.
- 9.10 Evidence that is independently admissible or discoverable will not be rendered inadmissible or non-discoverable by virtue of its use during the above noted process.
- 9.11 The following matters shall not be subject to the dispute resolution process set out in this Agreement:
- (a) Project funding decisions of DISC.
 - (b) An audit or evaluation of any Party conducted by DISC.
 - (c) A decision by DISC that the Project Manager, the Lubicon Lake Band, or the Tribal Council is in default under a Funding Agreement.
 - (d) Any action taken by DISC to remedy a default under a Funding Agreement with the Project Manager, the Lubicon Lake Band, or the Tribal Council.

SCHEDULE 13

- (e) A decision by the Tribal Council that the Construction Contractor has not performed an obligation that it owes to the Tribal Council or is in breach of any contract that it has entered into with the Tribal Council.
- (f) Any action taken by the Tribal Council to enforce an obligation owed by the Construction Contractor to the Tribal Council or the termination by the Tribal Council of any contract that it has entered into with the Construction Contractor.

10.0 CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

- 10.1 Except as provided in subsection 10.2, the Parties shall not use, copy, disclose or otherwise communicate any information or intellectual property not available to the general public that was gained by them in the course of their duties related to the Agreement, except as is necessary in the proper discharge of those duties or except as provided in a Subsidiary Agreement. This subsection shall survive the termination or expiry of the Agreement.
- 10.2 With respect to the Project, DISC, the Lubicon Lake Band, and the Tribal Council may make public the fact that Lubicon Lake Band and the Tribal Council are receiving funding under a Funding Agreement, the amount of funding provided to the Lubicon Lake Band and Tribal Council under any Funding Agreement, and the general nature of the Project. This section shall not limit any legal obligation that DISC, the Lubicon Lake Band, or the Tribal Council has to disclose additional information. This subsection shall survive the termination or expiry of the Agreement.

11.0 GOVERNING LAWS

- 11.1 This Agreement and all activities connected with the project shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

12.0 APPLICABLE STANDARDS

- 12.1 All Infrastructure in connection with the Project will be designed and constructed to standards agreed upon by DISC and the Lubicon Lake Band, and will meet the standards set out in the *Protocol for INAC-Funded Infrastructure (PIFI)*.

13.0 SCHEDULES

- 13.1 Schedules "A", "B", "C", and "D" to this Agreement are incorporated into the Agreement and each Party shall comply with the requirements set out in the schedules.

SCHEDULE 13

14.0 NOTICE

14.1 Where this Agreement requires that a communication be in writing, such communication may be delivered in person, by courier, facsimile, or by e-mail to the contact person of each party at the following addresses. Verbal communication may be made by phoning the contact person at the following telephone numbers.

Lubicon Lake Band

Chief and Council
Lubicon Lake Band No. 453
Box 1351
St. Isidore, Alberta
T0H 3B0
Fax: (780) 629-2356

Kee Tas Kee Now Tribal Council

Address PO BOX 269, SLAVE LAKE, AB
Contact person Al Rollins
Fax
E-mail: Ceo@TKCadmin.com
Phone Number: (780) 910-5249

DISC

Address
Contact person
Fax
E-mail
Phone number

15.0 AMENDMENT

- 15.1 This Agreement shall not be amended nor modified nor shall any of its terms and conditions be waived except by Agreement in writing by all Parties.
- 15.2 A Party shall not unreasonably refuse to make an amendment.
- 15.3 Notwithstanding subsection 14.1, following notice to each Party, the accession to the Agreement of a party undertaking the duties of an entity listed in Schedule "C" shall not be considered an amendment to this Agreement to which the agreement of all of the Parties is required.

SCHEDULE 13

16.0 SUCCESSORS AND ASSIGNS

16.1 This Agreement shall inure to the benefit of, and be binding upon, the parties and their lawful administrators, successors and assigns.

17.0 ASSIGNMENT

17.1 No party may assign this Agreement, either in whole or in part, without the written consent of each of the other parties.

18.0 EFFECTIVE DATE

18.1 This Agreement is effective as of the date that it is executed by the last of the Lubicon Lake Band and DISC.

18.2 It is acknowledged that parties that are not Original Parties will accede to this Agreement at different times as the Project proceeds. A party that is not an Original Party shall be bound by this Agreement as of the date that it accedes to this Agreement.

19.0 EXPIRY AND TERMINATION

19.1 This Agreement shall expire on the day that is five (5) years from the date that a Certificate of Substantial Performance or Certificate of Interim Performance is issued for Infrastructure out in Schedule "A" of the Capital Agreement that is the last piece of Infrastructure to be built.

19.2 Upon the written agreement of all Parties, this Agreement may be terminated prior to the date set out in subsection 18.1.

20.0 EXECUTION

20.1 Each Party agrees to be bound by this Agreement as evidenced by the signature of its representative.

SCHEDULE 13

LUBICON LAKE BAND, as represented by its Chief and Council

_____ Chief Billy Joe Laboucan	_____ DATE
_____ Councillor Brian Laboucan	_____ DATE
_____ Councillor Joe Auger	_____ DATE
_____ Councillor Jason Laboucan	_____ DATE
_____ Councillor Timothy Sawan	_____ DATE
_____ Councillor Troy Laboucan	_____ DATE

KEE TAS KEE NOW TRIBAL COUNCIL, as represented by its Chief Executive Officer

Per: _____

Print Name: _____

Date: _____

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Indigenous Services

Claudia Ferland
Director General, Regional Infrastructure Delivery Branch

SCHEDULE 13

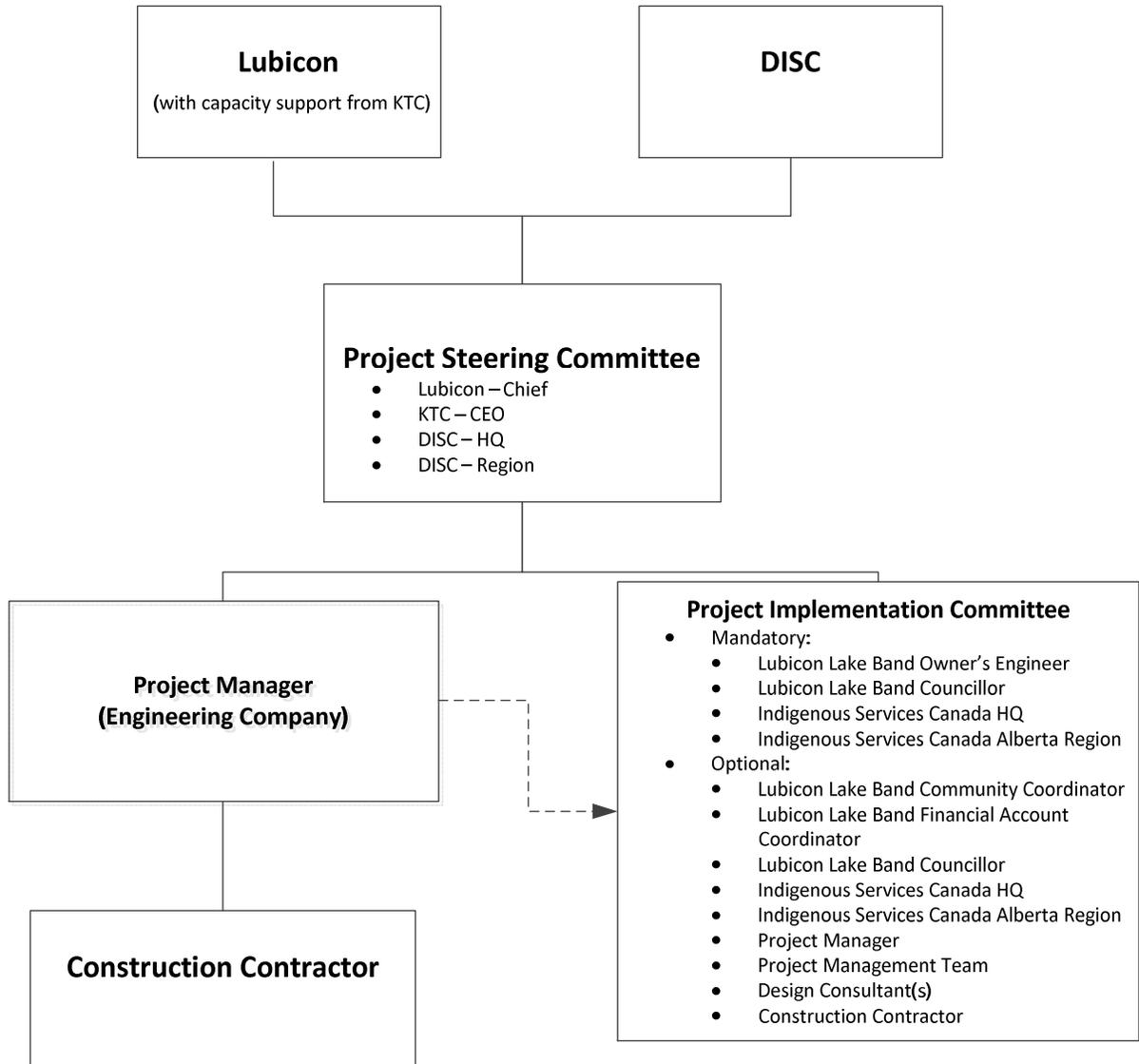
SCHEDULE "A": SUBSIDIARY AGREEMENTS

1. Capital Agreement between DISC and the Lubicon Lake Band.
2. Funding Agreement between DISC and the Project Manager.
3. Contract between the Project Manager and the Design Consultant.
4. Funding Agreement between DISC and the Lubicon Lake Band.
5. Funding Agreement between DISC and Kee Tas Kee Now Tribal Council.
6. Contract between the Kee Tas Kee Now Tribal Council and the Construction Contractor.

SCHEDULE 13

SCHEDULE "B"

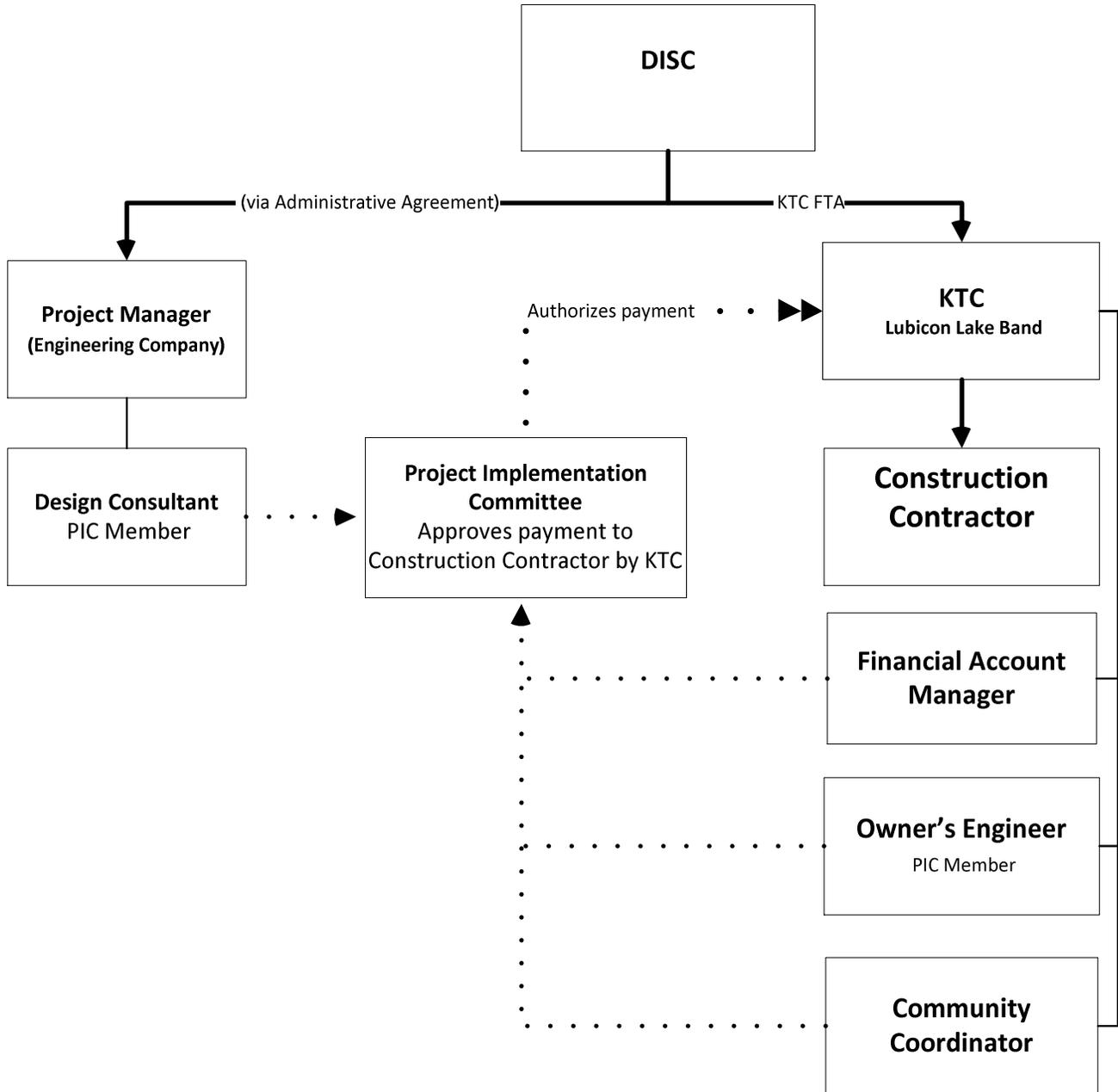
Lubicon Settlement Project Governance Structure



SCHEDULE 13

(Schedule "B" continued)

Lubicon Lake Funding Model



SCHEDULE 13

Project Steering Committee

Mandate: To provide consensus-based decision making and oversight regarding project governance, service standards, communications, and the strategic direction of Project implementation.

Responsibilities:

- Reviews and approves reports and recommendations from the Project Implementation Committee
- Reviews and approves significant changes in scope, budget, and schedule
- Reviews and approves any proposed infrastructure component that does not adhere to DISC's existing level of service standards
- Reviews and agrees upon level of service standards where they do not exist in DISC's existing policy documents
- Facilitates appropriate sharing of information and announcements
- Oversees dispute resolution as required
- Review the terms of reference provided by the Project Implementation Committee and approve them if they are acceptable to the Project Steering Committee.

Committee Members:

- DISC Regional Representative (Chair)
- DISC National Representative
- Lubicon Lake Band Chief
- Kee Tas Kee Now Tribal Council CEO

Meeting Frequency: Quarterly; additional meetings as required

Project Implementation Committee

Mandate: To provide technical guidance and oversight for project delivery.

Responsibilities:

- Reports and provides recommendation to the Project Steering Committee.
- Provide strategic guidance and expert advice to the Project Steering Committee.
- Reviews the proposals that were received as part of each request for proposals and recommends contract awards
- Recommends and approves invoice payments for construction contracting services
- Reviews project financial status and budget and forecast position and reports
- Recommends for approval all financial transactions and financial reports
- Reviews attainability of design and recommends modifications of scope, budget, and schedule

SCHEDULE 13

- Reviews Change Notices and Change requests that may have an impact on scope, budget and schedule. May approve if overall budget is unchanged, otherwise will make recommendation to the Project Steering Committee.
- Develop terms of reference for the Project Implementation Committee that are acceptable to the members of the Project Implementation Committee and submit them to the Project Steering Committee for review and approval.

Committee Members:

- DISC HQ Representative
- DISC Regional Representative
- Lubicon Council Designates
- Project Manager
- Owner's Engineer (Lubicon)
- Design Consultant
- Construction Contractor

Meeting Frequency: Monthly; additional meetings as required.

SCHEDULE 13

SCHEDULE "C": ENTITIES WHICH MAY BE ADDED WITHOUT AMENDING THE AGREEMENT

- The Project Manager
- The Design Consultant
- The Construction Contractor

SCHEDULE 13

**SCHEDULE "D": FORM OF AGREEMENT FOR THE ADDITION OF AN ENTITY AS
A PARTY**

TO:

LUBICON LAKE BAND
as represented by its Chief and Council

-and-

KEE TAS KEE NOW TRIBAL COUNCIL

-and-

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of Indigenous Services

FROM:

[NAME OF ENTITY]
(The "Applicant")

Take notice that the Applicant hereby wishes to accede to Lubicon Lake Band Community Development Administrative Agreement (the "Agreement") which came into effect on _____. The Applicant agrees to be bound by the terms set out in the Agreement and agrees to provide a copy of this executed accession agreement to each of the Original Parties within five (5) business days of execution. The applicant understands and agrees that it will be a Party on the date that is five (5) business days after the date of execution of this accession agreement.

Contact information of the Applicant:

Address:
Contact person:
E-mail:
Fax:
Phone number:

Executed at _____ on the ____ day of _____, _____.
(community)

SCHEDULE 13

[NAME OF ENTITY]

Per: _____

Name: _____

Title: _____

I have the authority to bind the Corporation.

**CANADA – ALBERTA AGREEMENT REGARDING LUBICON LAKE
BAND TREATY LAND ENTITLEMENT**

BETWEEN:

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

("Canada")

-and-

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA,
as represented by the Minister of Energy,
the Minister of Indigenous Relations and the Minister of Environment and Parks

("Alberta")

PREAMBLE

- A. In Treaty 8, the Cree, Beaver, Chipewyan, and other Indians agreed to cede, release, surrender, and yield up to Canada forever all their rights, titles and privileges whatsoever, to the land covered by the Treaty. In exchange, Canada made certain undertakings, including the provision of reserve lands as set out in the Treaty Land Entitlement Clause;
- B. In 1933, Canada received a petition signed by 14 family heads asking for a reserve at Lubicon Lake. In 1940, Canada created an initial annuity pay list for Lubicon with 127 members and, although Canada issued instructions for the survey of a reserve of 25.4 square miles, no reserve was surveyed;
- C. In 1973, Canada passed an Order in Council officially confirming Lubicon to be a band for the purposes of the *Indian Act*;
- D. In the 1980s, Lubicon filed proceedings bearing action numbers T-2048-80 and 8201-03713, naming Alberta and Canada as defendants. In 1988, Canada filed a Statement of Claim in Alberta Court of Queen's Bench bearing action number 8801-07584 naming Alberta and the Lubicon Lake Band *et al.* as defendants;
- E. In the late 1980s, the first round of negotiations was commenced by Canada, Alberta and Lubicon to resolve Lubicon's land entitlement pursuant to the Treaty Land Entitlement Clause and the proceedings set out in Preamble D. Subsequent rounds of negotiations took place over the years, but none resolved

APPENDIX 1

the land entitlement pursuant to the Treaty Land Entitlement Clause or the proceedings set out in Preamble D;

- F. On December 1, 2014 Canada and Lubicon signed a Negotiation Framework, under which they agreed to address treaty land entitlement, other treaty-related obligations and community construction. On December 11, 2014 Canada invited Alberta's participation in these negotiations pursuant to Alberta's NRTA Obligation;
- G. Canada, Alberta, and Lubicon have agreed upon the amount and location of the reserve land required to fulfil Canada's obligations under the Treaty Land Entitlement Clause and Alberta's NRTA Obligation. On December 22, 2017 Canada formally requested Alberta set aside certain unoccupied Crown lands pursuant to Alberta's NRTA Obligation;
- H. Alberta desires to fully and finally settle any and all actions and claims made by Canada or Lubicon and any and all of its members, including but not limited to the actions listed in Preamble D;
- I. Contemporaneously with the execution of this Agreement, Canada and Lubicon have agreed to execute an agreement with respect to the fulfilment of Canada's obligations to Lubicon pursuant to the Treaty Land Entitlement Clause (the "Canada-Lubicon Agreement"); and
- J. Canada, Alberta and Lubicon have agreed to discontinue the actions listed in Preamble D on a without costs basis.

NOW THEREFORE in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Canada and Alberta agree as follows:

PART 1 – PREAMBLE, DEFINITIONS AND SCHEDULES

A. PREAMBLE

- 1. The Preamble will form part of this Agreement.

B. DEFINITIONS

- 2. In this Agreement, the following words and phrases, when capitalized, whether in the plural, the singular or the possessive, have the following meanings:
 - a. **"Alberta's NRTA Obligation"** means Alberta's obligation to Canada pursuant to paragraph 10 of the Alberta Natural Resources Transfer

APPENDIX 1

Agreement being Schedule 2 to the *Constitution Act, 1930*, which provides:

All lands included in Indian reserves within the Province, including those selected and surveyed but not yet confirmed, as well as those confirmed, shall continue to be vested in the Crown and administered by the Government of Canada for the purposes of Canada, and the Province will from time to time, upon the request of the Superintendent General of Indian Affairs, set aside, out of the unoccupied Crown lands hereby transferred to its administration, such further areas as the said Superintendent General may, in agreement with the appropriate Minister of the Province, select as necessary to enable Canada to fulfill its obligations under the treaties with the Indians of the Province, and such areas shall thereafter be administered by Canada in the same way in all respects as if they had never passed to the Province under the provisions hereof;

- b. **“Band List”** means that list of persons that is maintained under section 10 of the *Indian Act* by Lubicon in accordance with its membership code;
- c. **“Little Buffalo Freehold Lots”** means parcels legally described under Plan 812 0492, Plan 812 1420, Plan 812 1430, Plan 822 3143, Plan 942 0933 and Plan 962 2484 on file in the Northern Alberta Land Titles Office excluding the Little Buffalo Roads;
- d. **“Little Buffalo Roads”** means lands that are currently designated as roads and shown on Plan 812 0492, Road Plan 812 1429, Plan 812 1430 and Plan 812 1420, which for greater certainty includes those roads known as Calahasen Road, Ominayak Road, L’Hirondelle Road, Spruce Road, Whitehead Road, Scotty Road, Sawan Road, Gladue Crescent and any unnamed roads or any newly constructed roads within the community of Little Buffalo;
- e. **“Lands”** means the lands described in Schedule “A” and shown on Schedules “C”, “D” and “E”;
- f. **“L’Hirondelle Cemetery”** means the gravesite addressed in the L’Hirondelle Settlement Agreement, dated March 31, 2014, between Chester Arthur L’Hirondelle, Alberta and Canada, located in section 8-85-13-W5M;
- g. **“Lubicon”** means Lubicon Lake Band #453, a “band” within the meaning of the *Indian Act* (Canada);

APPENDIX 1

- h. **“Mines and Minerals”** means the mines and minerals described in Schedule “B” and shown on Schedules “C”, “D” and “E”; and
- i. **“Treaty Land Entitlement Clause”** means the following term in Treaty 8:

And Her Majesty the Queen hereby agrees and undertakes to lay aside reserves for such bands as desire reserves, the same not to exceed in all one square mile for each family of five for such number of families as may elect to reside on reserves, or in the proportion for larger or smaller families; and for such families or individual Indians as may prefer to live apart from band reserves, Her Majesty undertakes to provide land in severalty to the extent of 160 acres to each Indian, the land to be conveyed with a proviso as to non-alienation without the consent of the Governor General in Council of Canada, the selection of such reserves, and lands in severalty, to be made in the manner following, namely, the Superintendent General of Indian Affairs shall depute and send a suitable person to determine and set apart such reserves and lands, after consulting with the Indians concerned as to the locality which may be found suitable and open for selection.

C. SCHEDULES

- 3. This Agreement includes Schedules “A” to “G” which are attached to and form part of this Agreement:
 - a. Schedule "A": Lands to be Transferred to Canada;
 - b. Schedule "B": Mines and Minerals to be Transferred to Canada;
 - c. Schedule "C": Map of Lubicon Lake Site, including Marten River and Weasel Lake Sites;
 - d. Schedule "D": Map of Haig Lake Site;
 - e. Schedule "E": Map of Bison Lake Site;
 - f. Schedule "F": Form of Lubicon Release and Indemnity; and
 - g. Schedule “G”: Form of Solicitor’s Certificate.

APPENDIX 1

PART 2 - PROVINCIAL CROWN LANDS

A. TRANSFER OF LANDS, MINES AND MINERALS AND RESERVE CREATION

4. Subject to paragraphs 7, 11, 13 and 17, in full and final settlement of any and all claims to land and mines and minerals and in fulfillment of Alberta's NRTA Obligation relating to Lubicon, Alberta will transfer to Canada administration and control of:

- a. the unoccupied Lands, as described in Schedules "A" and shown on "C", "D", and "E" and
- b. the unoccupied Mines and Minerals, described in Schedules "B" and shown on "C", "D", and "E"

for the purpose of Canada setting the Lands and Mines and Minerals apart as reserve for the use and benefit of Lubicon.

5. Alberta's transfer of administration and control of the Lands and Mines and Minerals to Canada will take effect immediately prior to the following events occurring:

- a. the acceptance by Canada of the transfer of administration and control of the Lands and Mines and Minerals, and
- b. the setting apart of the Lands and Mines and Minerals as reserve for the use and benefit of Lubicon.

6. Canada will make reasonable efforts to complete the events referenced in paragraphs 5a. and 5b. on the same day.

B. SURVEY OF LANDS

7. Prior to the transfer of the administration and control of the Lands and the Mines and Minerals from Alberta to Canada, Canada will complete legal surveys of the Lands, at its own cost, in accordance with the requirements set out in paragraph 8.

8. The surveys referred to in paragraph 7 will:

- a. comply with any requirements of Alberta for access to or exclusion of any lakes, rivers, streams, roads, and road allowances;
- b. ensure conformity with any existing surveys of adjoining lands;

APPENDIX 1

- c. exclude the L'Hirondelle Cemetery, which will be surveyed so as to not exceed one acre in size; and
 - d. exclude any and all of the West Half of Section 25, Township 85, Range 12, West of the Fifth Meridian, as shown on Schedule "C".
9. Canada will provide all plans of survey to Alberta for approval prior to registration and, once registered, such plans of survey will supersede and replace the description of the Lands in Schedule "A".
10. Canada and Alberta will make reasonable efforts to complete the legal surveys of the Lands in a timely manner.

C. THIRD PARTY DISPOSITIONS

11. Canada will, at no cost to Alberta, cause to be obtained and delivered to Alberta a surrender of disposition and release from each of the following third parties or their successors or assignees:
- a. ATCO Electric Ltd. in respect of EZE 3365, EZE 3331, EZE 880270, EZE 880271, EZE 090108, EZE 810141, EZE 850008, EZE 790064 and EZE 120199;
 - b. Telus Communications Inc. in respect of DML 770124 and DLO 090300;
 - c. Plains Midstream Canada ULC in respect of PLA 2132 and PLA 2145;
 - d. Mount Bastion Oil & Gas Corp. in respect of LOC 3428 and LOC 830025;
 - e. ConocoPhillips Canada Resources Corp. in respect of LOC 950679;
 - f. Cenovus Energy Inc. in respect of LOC 801653;
 - g. Harvest Operations Corp. in respect of MSL 781890, LOC 781249 and LOC 840312;
 - h. Summerland Energy Inc. in respect of PLA 810618, PLA 850643, LOC 780169, LOC 820807, LOC 830043 and LOC 850152;
 - i. Prairie Provident Resources Canada Ltd. in respect of DLO 870014;
 - j. Department of Indian and Northern Affairs Canada in respect of MLP 820012;
 - k. Northern Sunrise County in respect of DML 180023 and DLO 180060; and

APPENDIX 1

- i. any other third party holding an interest in the Lands or Mines and Minerals identified by Alberta prior to the transfer of administration and control of the Lands and Mines and Minerals to Canada.
12. The surrenders of disposition and releases, referred to in paragraph 11, will come into effect immediately prior to the transfer of administration and control of the Lands and Mines and Minerals from Alberta to Canada.
13. Canada will execute dispositions, pursuant to the applicable federal legislation, in favour of each of the following third parties or their successors or assignees prior to Alberta authorizing the transfer of Lands and Mines and Minerals:
 - a. ATCO Electric Ltd. in relation to existing power line easements EZE 3365, EZE 3331, EZE 880270, EZE 880271, EZE 090108, EZE 810141, EZE 850008, EZE 790064 and EZE 120199;
 - b. Telus Communications Inc. in relation to an existing tower site and access road DML 770124 and DLO 090300;
 - c. Plains Midstream Canada ULC in relation to an existing pipeline rights-of-way PLA 2132 and PLA 2145;
 - d. Mount Bastion Oil & Gas Corp. in relation to existing access roads LOC 3428 and LOC 830025;
 - e. ConocoPhillips Canada Resources Corp. in respect of LOC 950679;
 - f. Cenovus Energy Inc. in relation to an existing access road LOC 801653;
 - g. Harvest Operations Corp. in relation to existing mineral surface lease and access roads MSL 781890, LOC 781249 and LOC 840312;
 - h. Summerland Energy Inc. in relation to existing pipeline rights-of-way and access roads PLA 810618, PLA 850643, LOC 780169, LOC 820807, LOC 830043 and LOC 850152;
 - i. Prairie Provident Resources Canada Ltd. In relation to an existing access road DLO 870014; and
 - j. such other dispositions as are deemed necessary by Alberta to give effect to this Agreement.
14. The executed dispositions, referred to in paragraph 13, will come into effect immediately upon Canada's acceptance of the transfer of administration and control of the Lands and Mines and Minerals from Alberta and the setting apart of the same as reserve land.

APPENDIX 1

15. The executed dispositions, referred to in paragraph 13, will be satisfactory in form and content to Canada, Lubicon and the affected third party each acting reasonably.
16. Canada will be solely responsible for issuing and ensuring the validity of the dispositions, referred to in paragraph 13.

D. L'HIRONDELLE CEMETERY

17. Canada will issue, at no cost to Alberta, a disposition which will provide Alberta with access to the L'Hirondelle Cemetery. The disposition granting Alberta access will come into effect immediately upon Canada setting the Lands apart as reserve for the use and benefit of Lubicon. Canada will register the disposition in the Indian Lands Registry System and will provide Alberta with the applicable registration number.

E. CONDITION OF LANDS

18. Alberta has not represented or warranted that the Lands are free from any contaminants including, but not limited to, deleterious, toxic or hazardous substances, materials or waste.
19. Alberta and Canada agree that Alberta is not responsible for, and does not have any role respecting, the environmental assessment, remediation or reclamation of the Lands.
20. Canada represents that it has:
 - a. undertaken environmental site assessments on the Lands;
 - b. provided Lubicon with copies of environmental site assessment reports completed on the Lands; and
 - c. informed Lubicon of known and potential environmental contamination risks.

PART 3 – HAMLET OF LITTLE BUFFALO

A. LITTLE BUFFALO FREEHOLD LOTS

21. In the event that Lubicon acquires and causes to be transferred to Canada the title to any of the Little Buffalo Freehold Lots, subject to the satisfaction of third party interests, Alberta will not object to Canada setting the Little Buffalo Freehold Lots apart as reserve for the use and benefit of Lubicon.

APPENDIX 1

22. Alberta and Canada agree that Alberta has no role or responsibility in relation to the acquisition or transfer of the Little Buffalo Freehold Lots, including but not limited to:
- a. any costs or losses related to or resulting from any transfer, including unpaid taxes and Land Titles registration fees;
 - b. the environmental condition of the Little Buffalo Freehold Lots, including any assessments, remediation or reclamation; or
 - c. any buildings or improvements located on the Little Buffalo Freehold Lots.

B. LITTLE BUFFALO ROADS

23. If Alberta, in its sole discretion, determines that the Little Buffalo Roads are no longer required to provide legal or physical access to any fee simple parcel:
- a. Alberta will arrange for the transfer of administration and control of the Little Buffalo Roads “as is” to Canada, at no cost to Alberta, for the purpose of Canada setting Little Buffalo Roads apart as reserve for the use and benefit of Lubicon; and
 - b. Canada will accept the transfer of administration and control of the Little Buffalo Roads and set apart the Little Buffalo Roads as reserve for the use and benefit of Lubicon, subject to Canada’s Additions to Reserve/New Reserve Policy.
24. Alberta does not make any representations or warranties as to the condition of the Little Buffalo Roads. Alberta will not be responsible for any direct or indirect costs related to the transfer contemplated in paragraph 23 including, but not limited to:
- a. determining the environmental condition and any related environmental issues of the Little Buffalo Roads;
 - b. removing any improvements, including any pavement; or
 - c. remediating or reclaiming the Little Buffalo Roads.

PART 4 - PAYMENTS

25. To compromise any controversy and achieve a full and final settlement, Alberta will make to Canada, for the benefit of Lubicon, a payment of \$18,000,000.00 which includes:

APPENDIX 1

- a. \$15,000,000.00 for purposes to be determined by Lubicon; and
 - b. \$3,000,000.00 for capital enhancements to the Little Buffalo school to facilitate the delivery of training and post-secondary education.
26. Canada hereby directs that the payment, referred to in paragraph 25, be paid by Alberta into the deposit account established pursuant to the Lubicon Lake Band No. 453 Trust Agreement.
 27. Any and all obligations Alberta may have regarding the payment, referred to in paragraph 25, end upon the payment having been made in accordance with paragraph 26.
 28. The payment made by Alberta, pursuant to paragraph 25, does not constitute an admission of any obligation or liability by Alberta, such liability being expressly denied.
 29. Alberta has no responsibility or obligation in relation to the expenditure, use, management or investment of the funds or other dealings with the payment made by Alberta pursuant to paragraph 25.

PART 5 – RELEASES AND INDEMNITIES

A. RELEASE AND INDEMNITY BY LUBICON IN FAVOUR OF ALBERTA

30. Canada will obtain from Lubicon and will deliver to Alberta a duly executed release and indemnity in accordance with Article 10.10 of the Canada-Lubicon Agreement, in the form attached as Schedule “F”.

B. RELEASE BY CANADA IN FAVOUR OF ALBERTA

31. In consideration of this Agreement and in particular Alberta's performance of the requirements specified in this Agreement Canada does hereby:
 - a. forever release, remise, and discharge Alberta, and any of its ministers, officials, servants, employees, agents, successors, and assigns from any and all actions, causes of action, suits, claims or demands, damages, costs, expenses, promises, undertakings, obligations or liabilities whatsoever, of whatever kind or nature, whether known or unknown and whether in law, in equity or otherwise, that Canada ever had, now has or may have in the future by reason or in any way relating to or arising out of Alberta's NRTA Obligation in regard to the entitlement of Lubicon under the Treaty Land Entitlement Clause, including any claims to land in severalty; and

APPENDIX 1

- b. undertake that it will not make any further requests of Alberta or select any further lands pursuant to Alberta's NRTA Obligation in regard to the entitlement of Lubicon under the Treaty Land Entitlement Clause.
- 32. The release by Canada in favour of Alberta takes effect upon Alberta transferring the Lands and Mines and Minerals pursuant to paragraph 4 and making the payment to Canada for the benefit of Lubicon, set out in paragraph 25, or upon the expiry of two years from the date on which this Agreement was executed, whichever date first occurs.
- 33. All claims and counter-claims in *The Attorney General of Canada v. Her Majesty the Queen in Right of Alberta and The Lubicon Lake Band et al.* – Alberta Court of Queen's Bench action no. 8801-07584 have been discontinued, on a without costs basis.
- 34. Canada agrees to seek the whole discontinuance, on a without costs basis, of *The Lubicon Lake Band et al. v. Her Majesty the Queen in Right of Canada et al.* - Federal Court file no. T-2048-80, and agrees to consent to a discontinuance on that basis, and to support any application brought for the discontinuance of that proceeding.

C. RELEASE AND INDEMNITY BY LUBICON IN FAVOUR OF CANADA

- 35. Lubicon has released and indemnified Canada in accordance with Article 10 of the Canada-Lubicon Agreement.

PART 6 - CONDITIONS PRECEDENT

- 36. Alberta will not be required to transfer administration and control of any of the Lands or Mines and Minerals and will not be required to make the payment, specified in paragraph 25, unless and until all the following conditions have been fulfilled:
 - a. Canada has provided Alberta with a duly executed original copy of the Canada-Lubicon Agreement;
 - b. Canada has provided Alberta with an executed Release and Indemnity, in the form attached as Schedule "F";
 - c. Canada has provided Alberta with a copy of the executed Solicitor's Certificate for Lands in Severalty Claims substantially in the form as set out in Form 2 of Schedule 6 of the Canada-Lubicon Agreement and copies of any or all executed claims for lands in severalty substantially in the form as set out in Form 1 of Schedule 6 of the Canada-Lubicon Agreement;

APPENDIX 1

- d. Alberta has received a copy of the report updating the members regarding the settlement referred to in Article 21.1(a) of the Canada-Lubicon Agreement;
 - e. Alberta has received a copy of the Band List referred to in Article 21.1(b) of the Canada-Lubicon Agreement; and
 - f. Alberta has received a copy of an executed Certification by Ratification Officer substantially in the form as set out in Form E to Schedule 2 of the Canada-Lubicon Agreement as referred to in Article 21.1(c) of the Canada-Lubicon Agreement.
37. In addition to the conditions precedent specified in paragraph 36, Alberta will not be required to transfer administration and control of any of the Lands or Mines and Minerals unless and until all of the following conditions have been fulfilled:
- a. Canada has registered all plans of survey of the Lands, as required in paragraph 9, and has provided copies of the plans to Alberta;
 - b. Alberta has received the executed surrenders of disposition and releases referred to in paragraph 11;
 - c. Canada has confirmed in writing to Alberta that it has executed the dispositions referred to in paragraph 13; and
 - d. Canada has delivered to Her Majesty the Queen in right of Alberta as represented by the Minister of Environment and Parks a duly executed original copy of the disposition referred to in paragraph 17.
38. In addition to the condition precedents specified in paragraph 36, Alberta will not be required to make the payment, referred to in paragraph 25, unless and until Canada has provided Alberta with a letter providing the specific bank account information required to make the payment in accordance with paragraph 26.

PART 7 – EFFECTIVE DATE

39. This Agreement comes into effect upon its execution and the execution of the Canada-Lubicon Agreement, whichever is last executed.

PART 8 – GENERAL

40. This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, negotiations and discussion, whether oral or

APPENDIX 1

written. There are no representations, warranties or conditions to this Agreement except as expressly stated in this Agreement.

41. This Agreement and the attached Schedules are intended by Canada and Alberta to be complementary. In the event of conflict or discrepancies between the body of this Agreement and the Schedules, the body of this Agreement takes precedence over the Schedules.
42. This Agreement will be governed by and construed in accordance with the laws in force in the Province of Alberta and will be treated in all respects as an Alberta contract.
43. All reference to legislation will include all regulations made in accordance with that legislation and any amendment, re-enactment or replacement from time to time of that legislation.
44. This Agreement may be amended by the mutual consent of both parties. All amendments to this Agreement must be in writing and executed by authorized representatives of the parties hereto.
45. No waiver of any provision of this Agreement is effective unless made in writing, and any such waiver has effect only in respect of the particular provision or circumstance stated in the waiver.
46. The covenants under this Agreement will not merge with the transfer of any lands.
47. Canada and Alberta agree to make reasonable efforts to implement this Agreement in a timely manner.

APPENDIX 1

48. The headings in this Agreement are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of this ____
____ day of _____, 2018

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Minister of Indian and Northern Affairs

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA

Minister of Energy

Minister of Indigenous Relations

Minister of Environment and Parks

Approved pursuant to the *Government
Organization Act*

Alberta Intergovernmental Relations,
Executive Council

**CANADA – ALBERTA AGREEMENT REGARDING LUBICON LAKE
BAND TREATY LAND ENTITLEMENT**

SCHEDULE “A”

Lands to be Transferred to Canada

All those parcels or tracts of land, situate, lying and being in the Province of Alberta, and being composed of:

FIRSTLY

All those portions delineated by the bold red lines upon a plan on file in the Department of Environment and Parks as No. 6658 GEN and designated as Schedule “C”.

Excepting thereout all mines and minerals and the right to work the same.

SECONDLY

All those portions delineated by a bold red line upon a plan on file in the Department of Environment and Parks as No. 6659 GEN and designated as Schedule “D”.

Excepting thereout all mines and minerals and the right to work the same.

THIRDLY

All those portions delineated by a bold red line upon a plan on file in the Department of Environment and Parks as No. 6660 GEN and designated as Schedule “E”.

Excepting thereout all mines and minerals and the right to work the same.

**CANADA – ALBERTA AGREEMENT REGARDING LUBICON LAKE
BAND TREATY LAND ENTITLEMENT**

SCHEDULE “B”

Mines and Minerals to be Transferred to Canada

All mines and minerals as defined in the *Mines and Minerals Act* (Alberta) which may be found to exist within, upon or under all those parcels or tracts of land, situate, lying and being in the Province of Alberta, Canada and being composed of:

FIRSTLY

In Theoretical Townships 84, 85 and 86, Ranges 11, 12, 13 and 14, West of the Fifth Meridian

All those portions delineated by the bold red lines upon a plan on file in the Department of Environment and Parks as No. 6658 GEN and designated as Schedule “C”.

SECONDLY

In Theoretical Township 91, Range 13, West of the Fifth Meridian

All those portions delineated by a bold red line upon a plan on file in the Department of Environment and Parks as No. 6659 GEN and designated as Schedule “D”.

THIRDLY

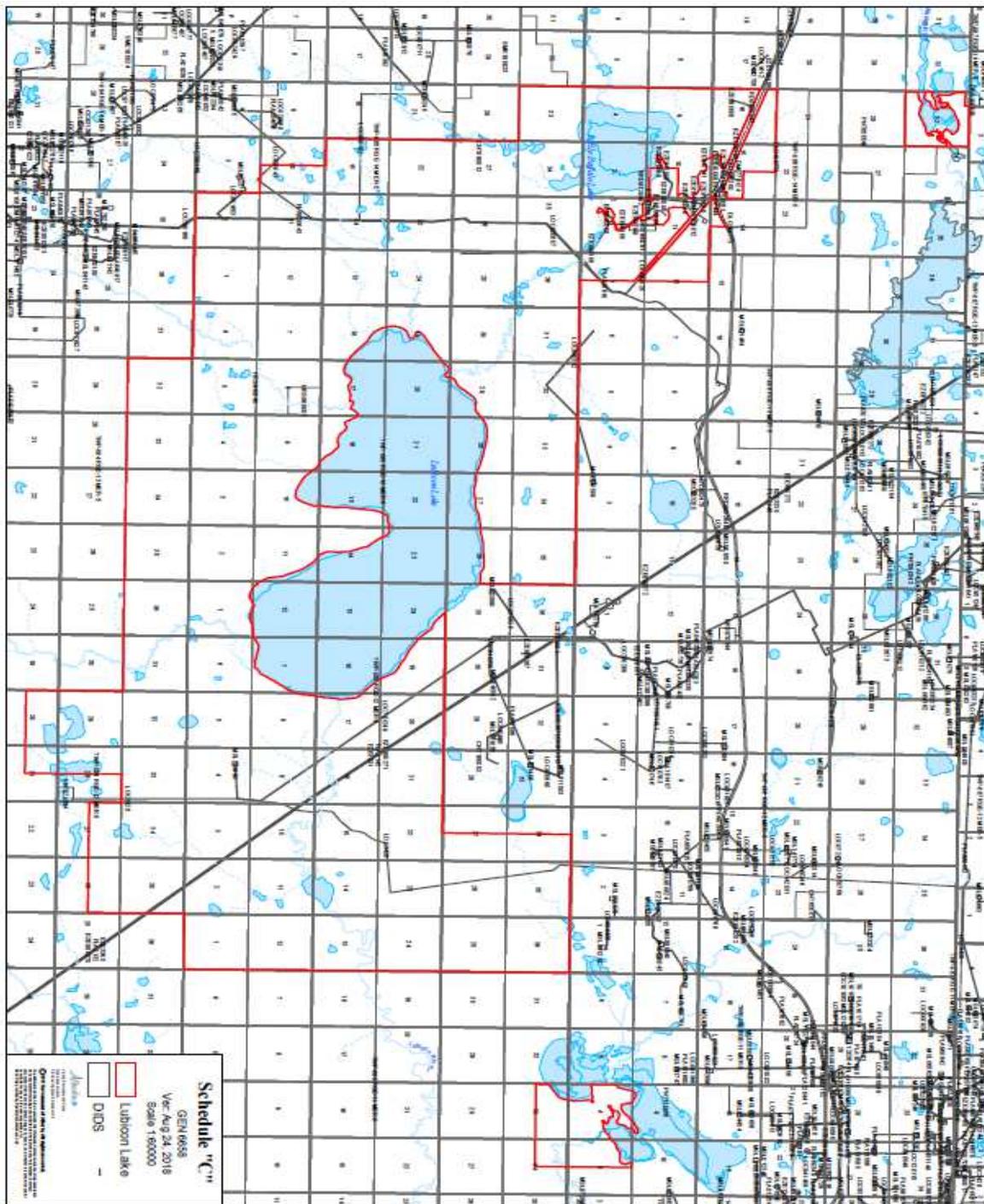
In Theoretical Townships 94 and 95, Ranges 13 and 14, West of the Fifth Meridian

All those portions delineated by a bold red line upon a plan on file in the Department of Environment and Parks as No. 6660 GEN and designated as Schedule “E”.

CANADA – ALBERTA AGREEMENT REGARDING LUBICON LAKE BAND TREATY LAND ENTITLEMENT

SCHEDULE "C"

Map of Lubicon Lake Site including Marten River and Weasel Lake Sites

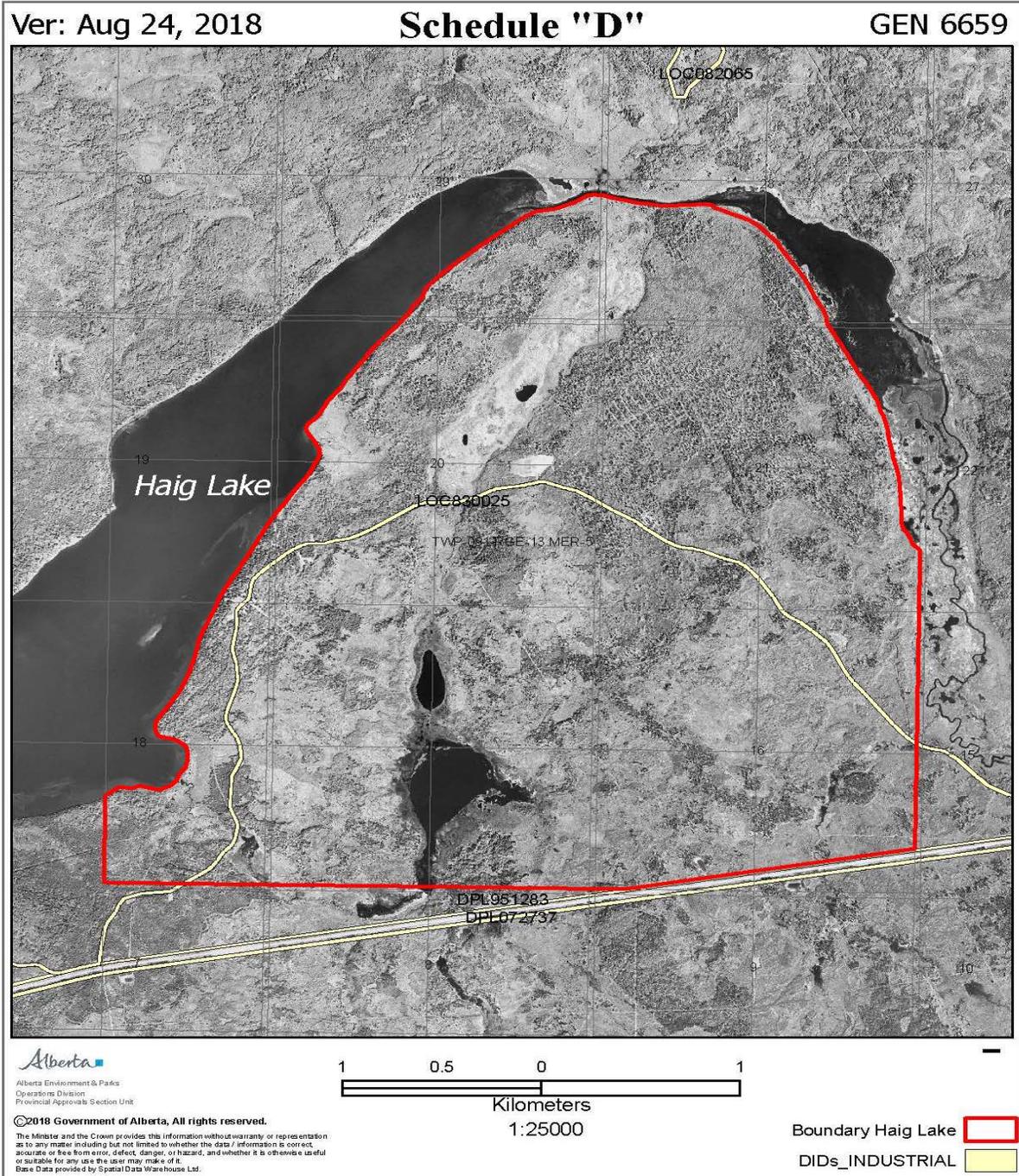


APPENDIX 1

CANADA – ALBERTA AGREEMENT REGARDING LUBICON LAKE
BAND TREATY LAND ENTITLEMENT

SCHEDULE "D"

Map of Haig Lake Site

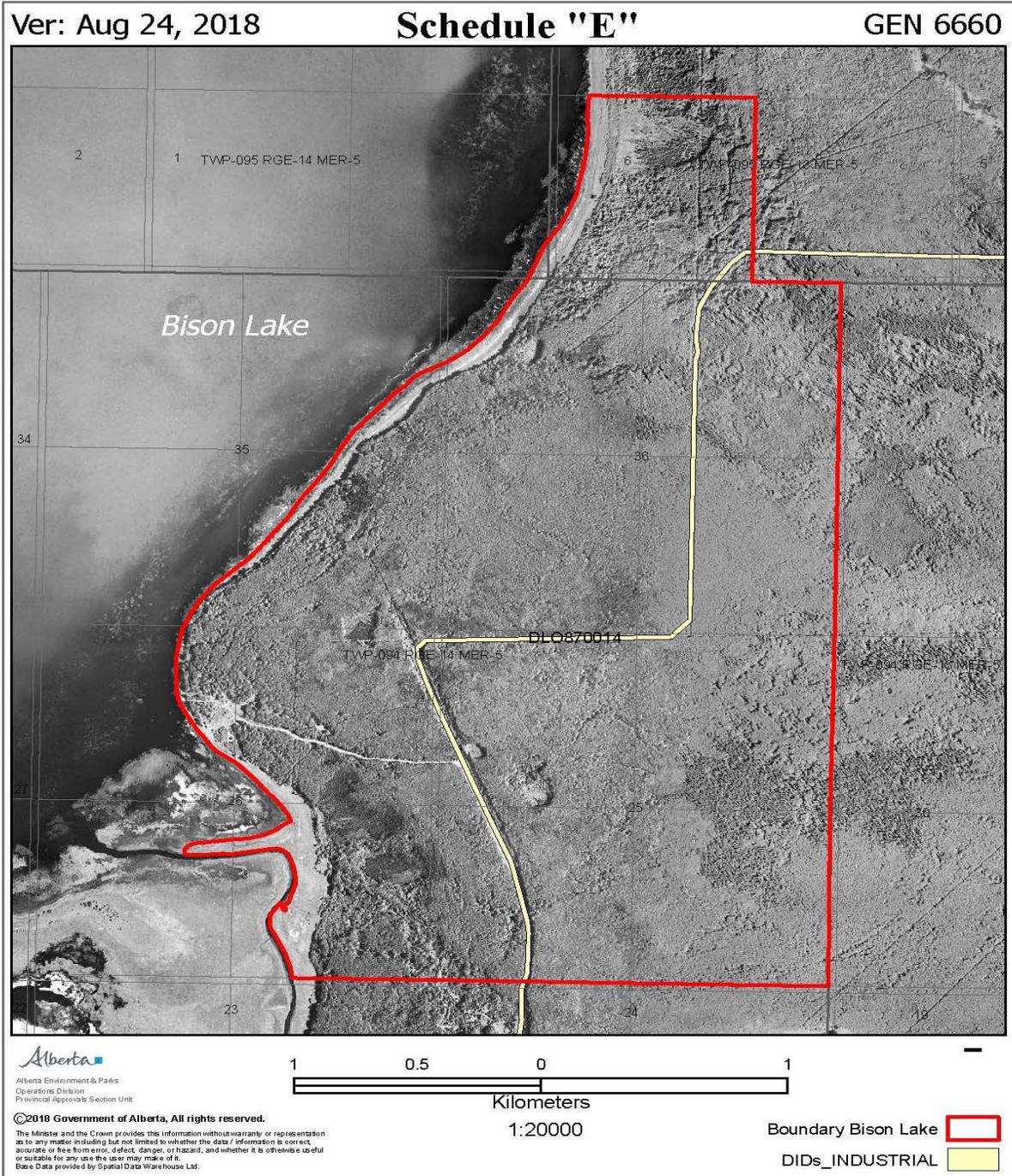


APPENDIX 1

CANADA – ALBERTA AGREEMENT REGARDING LUBICON LAKE
BAND TREATY LAND ENTITLEMENT

SCHEDULE "E"

Map of Bison Lake Site



**CANADA – ALBERTA AGREEMENT REGARDING LUBICON LAKE
BAND TREATY LAND ENTITLEMENT**

SCHEDULE “F”

Form of Release and Indemnity Between

LUBICON LAKE BAND

-and-

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA

1. This document confirms a Release and an Indemnity agreed to between Lubicon Lake Band and Her Majesty the Queen in right of Alberta.

DEFINITIONS

2. In this Release and Indemnity, the following words and phrases, when capitalized, have the following meanings:
 - a. “Alberta” means Her Majesty the Queen in right of Alberta;
 - b. “Canada-Alberta Agreement” means the Agreement between Her Majesty the Queen in right of Canada and Her Majesty the Queen in right of Alberta (attached as Appendix A);
 - c. “Canada-Lubicon Agreement” means the Agreement between Canada and Lubicon (attached as Appendix B);
 - d. “Lands” means those lands and mines and minerals, described in Schedules “A” and “B” and shown in “C”, “D”, and “E” of the Canada-Alberta Agreement;
 - e. “Lubicon” means the Lubicon Lake Band No. 453 declared by Privy Council Order No. 1973-3571 to be a band for the purposes of the *Indian Act*, including any predecessors, successors, permitted assigns, and all of its Members, past, present and future, and any of their respective heirs, administrators, executors, descendants, legal representatives, successors and permitted assigns;

APPENDIX 1

- f. “Alberta’s NRTA Obligation” means paragraph 10 of the Alberta Schedule to the Constitution Act, 1930, 20-21 Geo. V, c. 26 (U.K.) and the Schedule to the *Alberta Natural Resources Act*, S.A. 1930, c. 21, which provides:

All lands included in Indian reserves within the Province, including those selected and surveyed but not yet confirmed, as well as those confirmed, shall continue to be vested in the Crown and administered by the Government of Canada for the purposes of Canada, and the Province will from time to time upon the request of the Superintendent General of Indian Affairs, set aside, out of the unoccupied Crown lands hereby transferred to its administration, such further areas as the said Superintendent General may, in agreement with the appropriate Minister of the Province, select as necessary to enable Canada to fulfil its obligations under the treaties with the Indians of the Province, and such areas shall thereafter be administered by Canada in the same way in all respects as if they had never passed to the Province under the provisions hereof;

- g. “Treaty Land Entitlement Clause” means the following clause in Treaty 8:

And Her Majesty the Queen hereby agrees and undertakes to lay aside reserves for such bands as desire reserves, the same not to exceed in all one square mile for each family of five for such number of families as may elect to reside on reserves, or in the proportion for larger or smaller families; and for such families or individual Indians as may prefer to live apart from band reserves, Her Majesty undertakes to provide land in severalty to the extent of 160 acres to each Indian, the land to be conveyed with a proviso as to non-alienation without the consent of the Governor General in Council of Canada, the selection of such reserves, and land in severalty, to be made in the manner following, namely, the Superintendent General of Indian Affairs shall depute and send a suitable person to determine and set apart such reserves and lands, after consulting with the Indians concerned as to the locality which may be found suitable and open for selection, and;

- h. “Treaty 8 Severalty Provision” means Canada’s undertaking in the Treaty Land Entitlement Clause “...to provide land in severalty to the extent of 160 acres to each Indian...” on the terms and conditions set out in the Treaty Land Entitlement Clause.

RELEASE

3. In consideration of Alberta’s performance of the terms of the Canada-Alberta Agreement and Canada’s performance of the terms in the Canada-Lubicon

APPENDIX 1

Agreement, Lubicon agrees to forever release and discharge Alberta from any and all manner of suits and actions, causes of action, claims, specific claims, demands, loss, damages, costs, expenses, promises, undertakings, obligations and liability whatsoever, of whatever kind or nature, whether known or unknown and whether in law, in equity or otherwise, in which Lubicon may claim or assert rights, entitlements or benefits it had, now has, or can, shall, or may hereafter have against Alberta arising out of or related to:

- a. the Treaty Land Entitlement Clause;
- b. Alberta's NRTA Obligation;
- c. any and all obligations related the Lands but not limited to:
 - i. the quality, quantity or locations of Lands transferred by Alberta to Canada pursuant to the Canada-Alberta Agreement,
 - ii. the Lands provided or not provided pursuant to the Treaty Land Entitlement Clause,
 - iii. any known or unknown environmental contamination on the Lands transferred by Alberta to Canada pursuant to the Canada-Alberta Agreement,
 - iv. third party interests on the Lands subsequent to the transfer of the Lands pursuant to the Canada-Alberta Agreement,
 - v. the process of replacement and accommodation of third party interests on the Lands transferred by Alberta to Canada pursuant to the Canada-Alberta Agreement,
 - vi. any loss, devaluation, expense, loss of use, benefit or revenue, or deprivation, past, present or future, relating to the Lands,
 - vii. any loss, expense or deprivation related to the negotiation, approval, ratification and implementation of the Canada-Lubicon Agreement, and
 - viii. any and all obligations, promises, undertakings, liability and claims related to or arising from any written or oral statements made by Alberta related to negotiating the land claim settlement;
- d. any claim or proceeding of any nature whatsoever, whether existing or arising in the future, that arises out of or is in any way related to the facts, matters, causes of action, issues raised or relief sought within file no. T-

APPENDIX 1

2048-80, action 8201-03713 and counter-claimed in action 8801-07584;
and

- e. any and all claims to rights, titles, privileges and interests with respect to claims of aboriginal title in the province of Alberta and rights relating to land and mines and minerals, of any kind or nature whatsoever.

INDEMNITY

4. In consideration of Alberta's performance of the terms of the Canada-Alberta Agreement and Canada's performance of the terms in the Canada-Lubicon Agreement, Lubicon further agrees that Lubicon shall indemnify and forever save harmless Alberta from any and all manner of suits, actions, causes of action, claims, demands, damages, costs, duties, losses, expenses, liability and entitlement, initiated, brought, made or incurred against Alberta on or after the execution date of the Canada-Alberta Agreement, whether existing or arising in the future, by any person or entity claiming as or on behalf of Lubicon, in relation to any or all of the matters in respect of which Lubicon releases Alberta in clauses 3 a. to e. of this Release and Indemnity.

NO ADMISSION OF LIABILITY

5. This Release and Indemnity are specifically entered into with no admission of fact or liability. Further, neither Alberta's execution of this Release nor Alberta's execution and performance of the terms of the Canada-Alberta Agreement is an admission of fact or liability in relation to the matters addressed in that agreement or this Release including but not limited to:
 - a. any amount, quality, or locations of the Lands;
 - b. any amount, quality or locations of mines and minerals; or
 - c. any amount of money paid;

and such liability is specifically denied.

OTHER AGREEMENTS

6. In consideration of Alberta's performance of the terms of the Canada-Alberta Agreement and Canada's performance of the terms of the Canada-Lubicon Agreement, Lubicon agrees to provide Alberta with filed discontinuances discontinuing actions 8201-03713 and counter-claimed in Action 8801-07584 against Alberta and Lubicon agrees to execute such further assurances as may be required.

APPENDIX 1

7. Lubicon agrees not to assert any actions, causes of action, suits, claims, demands, specific claims, damages, costs, expenses or liability, of whatever kind or nature, whether known or unknown, and whether in law, in equity or otherwise, that Lubicon ever had, now has, or may have in the future, in any proceeding against Alberta by reason of or in any way relating directly or indirectly to, or arising out of, any of the matters in respect of which Lubicon releases Alberta in clauses 3 a. to e. of this Release and Indemnity.

WHO IS COVERED BY THIS RELEASE AND INDEMNITY

8. This Release and Indemnity covers Alberta and its successors, including any of its past, present or future ministers, employees, servants, agents, officers, officials, and anyone connected with one of its departments, related legal entities or the Executive.

WHO IS BOUND BY THIS RELEASE AND INDEMNITY

9. This Release and Indemnity is binding on Lubicon's successors and assigns in respect of the matters covered in this Release and Indemnity. This Release and Indemnity extends to any matter whether arising before, on, or after the date of this Release and Indemnity. It is intended to be a full and final settlement of all of Lubicon's actual or potential claims relating to or arising out of the matters listed at clauses 3 a. to e. of this Release and Indemnity.

INDEPENDENT LEGAL ADVICE

10. Lubicon has received independent legal advice on this Release and Indemnity. A copy of the duly executed certificate of independent legal advice is attached as Appendix C.

APPENDIX 1

ENTIRE AGREEMENT

11. This Release and Indemnity sets out the entire agreement between Alberta and Lubicon respecting Lubicon's release and indemnification of Alberta. There are no side deals, either verbal or written, and no understandings, agreements or representations of any kind other than that which is written in this document.

This Release and Indemnity was executed by at least a quorum of chief and council at a duly convened band council meeting held on _____.

_____ Witness	_____ Chief Billy Joe Laboucan Lubicon Lake Band
_____ Witness	_____ Brian Laboucan, Councillor
_____ Witness	_____ Joe Auger, Councillor
_____ Witness	_____ Jason Laboucan, Councillor
_____ Witness	_____ Timothy Sawan, Councillor
_____ Witness	_____ Troy Laboucan, Councillor

**CANADA – ALBERTA AGREEMENT REGARDING LUBICON LAKE
BAND TREATY LAND ENTITLEMENT**

SCHEDULE “G”

Form of Solicitor’s Certificate

SOLICITOR’S CERTIFICATE

I, ROBERT F. RODDICK, of the City of Edmonton, in the Province of Alberta,
Barrister and Solicitor, DO HEREBY CERTIFY THAT:

1. I am a member in good standing of the Law Society of Alberta and I am qualified to practice law in the Province of Alberta.
2. I have been retained by the Lubicon Lake Band No. 453 (Lubicon) to provide legal advice on the settlement agreement including the Lubicon Treaty 8 Lands and Benefits Settlement Agreement, the Lubicon Trust Agreement, and the Release and Indemnity between Lubicon and Her Majesty the Queen in right of Alberta.
3. I have provided legal advice to the Chief and Council of Lubicon and to all Lubicon members who attended meetings called for the purposes of explaining the items listed in paragraph 2 (Lubicon Information Meetings).
4. I was present at the following Lubicon Information Meetings, at the below locations and dates, and I answered any questions to the best of my professional ability:

Location of Meeting(s):

Date(s) and Time(s):

APPENDIX 1

ROBERT F. RODDICK, Q.C.
Barrister and Solicitor