

**Schedule A to Schedule D
(BC HYDRO FLOWAGE RIGHT OF WAY)**

SCHEDULE A

INSERT DESCRIPTION OF MLIB LANDS

Handwritten initials/signatures:
HMS
MK
JR

**Schedule B to Schedule D
(BC HYDRO FLOWAGE RIGHT OF WAY)**

SCHEDULE B

INSERT SAFE LINE SKETCH

AM. *MF*
CJL

SCHEDULE "E"

BC HYDRO RIGHT OF WAY

RIGHT OF WAY

This Agreement is dated _____, 19__

BETWEEN:

Her Majesty the Queen in right of the Province of British Columbia
[insert Minister responsible and address]

(the "Grantor")

AND:

British Columbia Hydro and Power Authority, continued
under the Hydro and Power Authority Act, RSBC 1996, c. 212
[insert address]

("Hydro")

WHEREAS:

- A. The Grantor will be transferring certain lands to Her Majesty the Queen in Right of Canada for setting aside as Indian Reserves for the benefit of the McLeod Lake Indian Band, generally as described in the attached Schedule "A" ("MLIB Lands").
- B. The Hydro right of way area generally described in the attached Schedule "B" (the "Excluded Hydro Right of Way Area"), is being excepted from the MLIB Lands.
- C. Hydro requires certain rights, liberties and statutory rights of way over parts of the MLIB Lands.
- D. This Agreement is required for the operation and maintenance of Hydro's undertaking as described in this Agreement.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants of the parties, the parties agree as follows:

Article I - Grant of Right of Way

- 1.01 The Grantor hereby grants to Hydro the full, free and uninterrupted right, liberty and statutory right of way (the "Right of Way") for Hydro, its servants, agents, licensees and assignees:

- (a) to operate, maintain, repair, alter, upgrade, remove and replace all works for the transmission and distribution of electric energy and for telecommunications existing on the MLIB Lands on the date of this Agreement, including poles, anchors, guy wires, brackets, cross arms, insulators, transformers, overhead and underground conductors wires, lines, cables, underground conduits and pipes, access nodes, all ancillary appliances and fittings (collectively called the "MLIB Lands Works");
- (b) to trim, fell or remove any trees, growth or vegetation now or hereafter on the MLIB Lands that may in the reasonable opinion of Hydro in falling or otherwise endanger, create a hazard to or interfere with:
 - (i) any MLIB Lands Works, or
 - (ii) any electrical or telecommunication works in the Excluded Hydro Right of Way Area or in any other corridors excluded from the MLIB Lands or any parts of any of them;
- (c) to ground any structures, installation or things, by whomsoever owned, from time to time situated anywhere on the MLIB Lands where, in the reasonable opinion of Hydro, such grounding will eliminate or reduce hazard to persons;
- (d) to pass and repass over, and maintain, repair and replace, all existing trails, roads and bridges on the MLIB Lands with or without equipment, machinery and materials to such extent as may reasonably be required by Hydro in relation to this Agreement;
- (e) where there are no suitable trails, roads or bridges under paragraph 1.01(d), to either:
 - (i) construct, maintain, repair, replace and use trails, roads and bridges on the MLIB Lands, or
 - (ii) pass and repass over the MLIB Lands elsewhere than on trails, roads and bridges,

with or without equipment, machinery and materials to such extent as may reasonably be required by Hydro in relation to this Agreement, subject to approval by the Grantor, such approval not to be unreasonably withheld or delayed, provided that in the case of an emergency Hydro does not require the prior approval of the Grantor under this paragraph but will report to the Grantor the purpose and extent of the access as soon as practicable; and

- (f) to generally do all acts or things necessary in connection with the foregoing.

1.02 The Right of Way will run with and bind the MLIB Lands for the duration of this Agreement.

Article II - Duration

2.01 The duration of the Right of Way will be for a term of so long as required commencing on *, 199_ (the "Commencement Date").

A M



Article III - Covenants of Hydro

3.01 Hydro covenants with the Grantor:

- (a) to pay compensation to the Grantor for any damage to buildings, trees (except for the trees left for the use of the Grantor under paragraph 3.01(b) below), crops, livestock, drains, ditches, culverts, fences, trails, bridges, roads and fruit, nut or ornamental trees caused by Hydro or its servants, agents, licensees or assignees;
- (b) to at the option of the Grantor, leave for the use of the Grantor, any merchantable timber that Hydro cuts on the MLIB Lands, in a location as close as reasonably practicable to the location the timber was cut;
- (c) not to disturb or interfere with any survey monuments, bars or iron pins situate upon the MLIB Lands;
- (d) to carry out all construction or repair of access under paragraphs 1.01(d) and (e) in a good and workmanlike manner and to standards that are reasonably suitable in the circumstances, provided that Hydro has no obligation to construct or maintain any roads as suitable for use by anyone else;
- (e) not to bury debris or rubbish of any kind on the MLIB Lands in excavations or backfill, and to remove shoring and like temporary structures as backfilling proceeds;
- (f) to bury and maintain all underground works as may be required so as not to unduly interfere with the drainage of the MLIB Lands;
- (g) not to commit or suffer to be done by Hydro or its servants, agents, licensees or assignees any willful or voluntary waste, spoil or destruction on the MLIB Lands;
- (h) to indemnify and save the Grantor harmless against all losses, damages, costs and liabilities, arising out of:
 - (i) any breach, violation or non-performance of any covenant, or condition in this Agreement by Hydro or its servants, agents, licensees or assignees, and
 - (ii) any personal injury, death or property damage occurring on the MLIB Lands arising from use or occupation of the MLIB Lands under this Agreement by Hydro or its servants, agents, licensees or assignees;
- (i) Hydro shall provide prior notice of any proposed exercise of rights under paragraphs 1.01(b), (c), (d) and for repairs and replacements under (e), provided that in the case of an emergency Hydro does not need to provide prior notice but will report to the Grantor the purpose and extent of its activities as soon as practicable.

(j) on the expiration of this Agreement in relation to the affected portions of the MLIB Lands:

(i) to quit peaceably and deliver possession of the affected portions of the MLIB Lands,

(ii) to restore the surface of the affected portions of the MLIB Lands, to the extent practicable and changed by Hydro, to the condition they were in prior to Hydro's use of them, unless otherwise agreed to in writing by the Grantor and Hydro at the time of restoration, and

(iii) to remove all above ground MLIB Lands Works on the MLIB Lands within a reasonable period of time and in any event within two (2) years, and any of the MLIB Lands Works that remain unremoved thereafter will be absolutely forfeited to and become the property of the Grantor, and if the Grantor removes any of the said above ground MLIB Lands Works within four (4) years after the expiration of the Agreement, Hydro will, on demand, compensate the Grantor for reasonable costs incurred by the Grantor respecting such removal,

and to the extent necessary, this covenant will survive the expiration of this Agreement;

(k) to remain liable for any adverse environmental effects caused by Hydro or its servants, agents, licensees or assignees, including any adverse environmental effects arising from any below ground MLIB Lands Works not removed on the expiration of this Agreement, provided that if the Grantor uses, or authorizes the use of, such works for any purpose after the expiration of the Agreement then upon such use or authorization Hydro's liability hereunder shall terminate, and to the extent necessary, this covenant will survive the expiration of this Agreement; and

(l) that if during the course of land alteration or other activities on the MLIB Lands which result in discovery or disturbance of any archaeological material, Hydro will take all reasonable precautions to avoid direct impact with that material and to immediately notify the Grantor.

3.02 When the MLIB Lands have been set aside as a reserve for the use and benefit of the McLeod Lake Indian Band, Hydro will, in all its activities relating to its works and in the absence of any applicable legislative standards of equal or greater standard or requirement of the Government of Canada, comply with applicable British Columbia legislation or standards for construction and environmental protection as if the Provincial legislation and standards applied to the MLIB Lands.

Article IV - Covenants of the Grantor

4.01 The Grantor covenants with Hydro:

- (a) not to make, place, erect, operate, use or maintain, or permit any person for whom the Grantor is at law responsible to do the same, any building, structure, foundation, pavement, excavation, well, pile of material, obstruction, equipment, thing or inflammable substance, or to plant any growth (hereinafter called "the Owner's Works") within six (6) metres of any MLIB Lands Works if any such action or thing, in the reasonable opinion of Hydro:
 - (i) may interfere with or endanger the MLIB Lands Works of any part thereof or the installation, operation, maintenance, removal or replacement of the MLIB Lands Works or any part thereof,
 - (ii) may obstruct access to the MLIB Lands Works or any part thereof, or
 - (iii) may by the operation, use, maintenance or existence of the Owner's Works create or increase any hazard to persons;
- (b) not to carry out blasting or aerial logging operations on:
 - (i) any part of the MLIB Lands which may endanger, create a hazard to or interfere with any electrical or telecommunication works in the Excluded Hydro Right of Way Area, or
 - (ii) within six (6) metres of any MLIB Lands Works

unless permission in writing from Hydro has first been received, which permission will be based on a review of the possible impacts of the proposed blasting and logging operations on electrical or telecommunications works within the Excluded Hydro Right of Way Area or the MLIB Lands Works, as the case may be, and safety in the vicinity of the said works and will not be unreasonably withheld or delayed;
- (c) not to diminish or substantially add to the ground cover over such of the MLIB Lands Works as may be from time to time installed, operated or maintained below the surface unless permission in writing from Hydro has first been received, which permission will not be unreasonably withheld or delayed and, in particular, without in any way limiting the generality of the foregoing, not to construct open drains or ditches along or across such of the MLIB Lands Works as may at any time be installed on or under land; and
- (d) that the MLIB Lands Works will remain the property of Hydro, subject to paragraph 3.01(i) hereof.

Article V - Dispute Resolution

- 5.01 Unless the parties otherwise agree in writing, any dispute that the parties are unable to settle between themselves arising out of or in connection with this Agreement may be referred to mediation by agreement of the parties or shall be settled by arbitration, except a dispute involving the enforcement of the Right of

Way or a question of law, which shall be settled through the courts.

- 5.02 Unless the parties to the dispute otherwise agree, the arbitration shall be conducted by a single arbitrator. The arbitrator shall be chosen by the parties to the dispute; if they fail to agree on this choice within thirty (30) days following the commencement of their discussion, then any party to the dispute may request the British Columbia International Commercial Arbitration Centre or such other organization or person agreed to by the parties in writing, to select an arbitrator. The arbitrator chosen shall be independent, impartial and competent.
- 5.03 The arbitrator so chosen shall thereupon proceed to hear the submissions of the parties to the dispute and shall render his decision in writing within thirty (30) days after his appointment or if thirty (30) days is insufficient, then within such further time as is reasonable.
- 5.04 Unless otherwise agreed in writing, the arbitration shall be in accordance with the *Commercial Arbitration Act* of British Columbia.
- 5.05 The arbitration will take place in Vancouver, British Columbia unless otherwise agreed to in writing by the parties to the dispute.
- 5.06 During the arbitration, the parties will continue to perform their obligations under this Agreement.
- 5.07 It is not incompatible with this Article for a party to request from a court, before or during the arbitration, interim or conservatory measures and for a court to grant such measures.
- 5.08 Costs of arbitration including, without limitation, all legal, appraisal and expert fees, and fees and expenses of the arbitrator and of any clerk, secretary or reporter assisting in the arbitration and the expense of any facilities and services required by the arbitrator for the arbitration shall be in the discretion of the arbitrator.

Article VI - Notice

- 6.01 Where service of a notice or a document is required under this Agreement, the notice or document will be in writing and will be deemed to have been served if delivered to, or if sent by prepaid registered mail addressed to the Grantor and Hydro at:

[add addresses]

If service is by registered mail the notice or document will be conclusively deemed to be served on the eighth day after its deposit in a Canada Post office at any place in British Columbia.

- 6.02 The Grantor and Hydro may, by notice in writing to the affected person, specify another address for service of notices under this Agreement. If another address is

specified under this section, notices will be mailed to that address in accordance with this Article.

Article VII - Miscellaneous

- 7.01 No term, condition, covenant or other provision herein will be considered to have been waived by either party unless such waiver is in writing. Any such waiver of any term, condition, covenant or other provision herein will not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision.
- 7.02 No remedy conferred upon or reserved to the Grantor or Hydro is exclusive of any other remedy herein or provided by law, but such remedy will be cumulative and will be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.
- 7.03 The title to all trees referred to in section 3.01(a) for which compensation is paid by Hydro shall vest in Hydro.
- 7.04 The terms and provisions of this Agreement will extend to be binding upon and enure to the benefit of the parties hereto and their successors and assigns.
- 7.05 All schedules attached to this Agreement form an integral part of this Agreement.
- 7.06 This Agreement shall not entitle Hydro to exclusive possession of the MLIB Lands.

Article VIII - Interpretation

- 8.01 In this Agreement, unless the context otherwise requires, the singular includes the plural and the masculine include the feminine gender, body politic and a corporation.
- 8.02 The captions and headings contained in this Agreement are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions.
- 8.03 Where there is a reference to an enactment of British Columbia or of Canada, that reference will include a reference to any subsequent enactment of like effect. Unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.
- 8.04 If any section of this Agreement or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, will be considered separate and severable and the remaining part or sections as the case may be, will not be affected thereby and will be enforceable to the fullest extent permitted by the law.

IN WITNESS THEREOF the parties have duly executed this Agreement, as of the date first referred to above.

[Grantor's signature block]

Per: _____

Per: _____

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY

Per: _____

Per: _____

Schedule A to Schedule "E" (BC HYDRO RIGHT OF WAY)

SCHEDULE A

INSERT DESCRIPTION OF MLIB LANDS

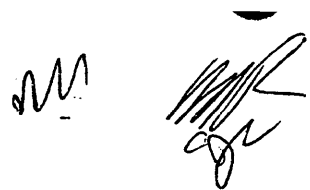
*not MK
of*

Schedule B to Schedule "E" (BC HYDRO RIGHT OF WAY)

SCHEDULE B

INSERT DESCRIPTION OF EXCLUDED HYDRO RIGHT OF WAY AREA

(include existing right of way area plus 20 metres adjacent to the West)

Handwritten signatures and initials in the bottom right corner of the page.

SCHEDULE "F"

WESTCOAST AND FEDERATED ACCESS

McLeod Lake East

1. MP* 151.10 - access west of right of way to John Hart Highway
2. MP 151.28 - access east of right of way to potential quarry sites
3. MP 152.86 - access west of right of way to John Hart Highway
4. MP 153.57 - access west of right of way to John Hart Highway
5. MP 156.23 - access west of right of way to John Hart Highway
6. MP 156.27 - access west of right of way to John Hart Highway
7. MP 156.72 - access west of right of way to John Hart Highway
8. MP 157.26 - access west of right of way to John Hart Highway
9. MP 158.30 - access west of right of way to John Hart Highway
10. MP 159.64 - access west of right of way to John Hart Highway
11. MP 161.38 - access west of right of way to John Hart Highway

Kerry Lake East

12. MP 174.65 to MP 175.23 - trail which leaves east side of right of way at MP 174.65 and rejoins east side of right of way at MP 175.23

* MP refers to Westcoast Energy Inc. mileposts on its right of way.

SCHEDULE "G"

BALLOT QUESTION

**MCLEOD LAKE INDIAN BAND TREATY NO. 8 ADHESION AND
SETTLEMENT AGREEMENT INITIALLED SEPTEMBER 30, 1999**

BALLOT QUESTION

Do you agree with the terms of the McLeod Lake Indian Band Treaty No. 8 Adhesion and Settlement Agreement and do you authorize a majority of Council (Alec Chingee, Elizabeth Solonas, Max Tylee, Sharon Solonas, Tania Solonas, Geraldine Solonas and Sabrina Tylee) to sign that agreement and all documents necessary to give effect to that agreement, on behalf of the McLeod Lake Indian Band and its Members?

YES

NO

☐☐

Mark this Ballot by placing a Cross ("X") in one of the above boxes.

SCHEDULE "H"

PROVINCIAL ORDER

ORDER OF THE LIEUTENANT GOVERNOR IN COUNCIL

Order in Council No. _____, Approved and Ordered

Lieutenant Governor

Executive Council Chambers, Victoria

On the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and consent of the Executive Council, orders that

1. The administration, control and benefit of the Land as defined in Schedule A of this Order is, subject to the Permitted Encumbrances as defined in Schedule A of this Order and to paragraphs 2 and 3 of this Order, transferred in perpetuity to Her Majesty the Queen in right of Canada ("Canada"), for the use and benefit of the McLeod Lake Indian Band (the "Band").
2. This transfer is subject to the following terms, reservations and restrictions:
 - (a) The Province, or any person acting for it shall, subject to paragraph 2 (c), have the right to resume any part of the Land which it may be deemed necessary to resume for making roads, canals, bridges, towing paths or other works of public utility or convenience, but not exceeding 1/20th part of the whole of the Land and no resumption shall be made of any part of the Land on which a building has been erected, or which may be in use as a garden or otherwise for the more convenient occupation of a building;.
 - (b) Any person authorized by the Province shall, subject to paragraph 2 (c), have the right to take and occupy water privileges and to have and enjoy rights of carrying water over, through or under any part of the Land, as may be reasonably required for mining or agricultural purposes in the vicinity of the Land, paying a reasonable compensation to Canada in trust for the use and benefit of the Band;
 - (c) The federal minister for the time being responsible for Indian Affairs shall be advised of any work contemplated under the preceding paragraphs and shall be furnished with plans showing the location of the work and a reasonable time shall be allowed for consideration of the plans and for any necessary adjustments or arrangements in connection with the proposed work;

- (d) Any person authorized by the Province shall have the right to take from any part of the Land any gravel, sand, stone, lime, timber or other material which may be required in the construction, maintenance or repair of any road, ferry, bridge or other public works, paying to Canada in trust for the use and benefit of the Band a reasonable compensation for any material taken for use outside the boundaries of the Land.
- 3. This order will come into effect on the date that the transfer of the administration, control and benefit of the Land is accepted by Canada under the terms of the Federal Real Property Act, S.C. 1991, c.50 subject to the terms, reservations and restrictions set out in this order.

Schedule "A" to Schedule "H" (Provincial Order)

Schedule "A"

1. In this Order, "Land" means:

- (a) [insert legal description of Proposed Reserve Lands]
- (b) [insert legal description of Additional Reserve Lands]

except

- (c) any part thereof lying below a natural boundary as that term is defined in the Land Act, RSBC 1996, c. 245;
- (d) any Minerals, Petroleum or Natural Gas, as defined in paragraph 2 of this Schedule, that may be found in, on or under any part thereof.

2. In paragraph 1 of this Schedule:

- (a) "Minerals" means all naturally occurring useful minerals and includes ores of metal and coal but does not include:
 - (i) Petroleum,
 - (ii) Natural Gas, or
 - (iii) peat, limestone, marble, clay, gypsum, any building stone when mined for building purposes, earth, ash, marl, gravel, sand or any element that forms part of the agricultural surface of the land within, upon, or under the Land;
- (b) "Natural Gas" means all fluid hydrocarbons, before and after processing, that are not defined as Petroleum, and includes hydrogen sulphide, carbon dioxide and helium produced from a well; and
- (c) "Petroleum" means crude petroleum and all other hydrocarbons, regardless of gravity, that are or can be recovered in liquid form from a pool through a well by ordinary production methods or that are or can be recovered from oil sand or oil shale.

3. In this Order, "Permitted Encumbrances" means:

- (a) British Columbia Hydro and Power Authority Flowage Agreement, [insert legal description];
- (b) British Columbia Hydro and Power Authority Right of Way, [insert legal description].

SCHEDULE "P"

FEDERAL ORDER

WHEREAS the Lands (annexed as Schedule I hereto) are the property of Her Majesty in right of the Province of British Columbia ("British Columbia") and are to be transferred to Her Majesty in right of Canada ("Canada") for the use and benefit of the McLeod Lake Band (the "Band") pursuant to the McLeod Lake Indian Band Treaty No. 8 Adhesion and Settlement Agreement dated _____, 1999;

AND WHEREAS, by provincial Order-in-Council [#] dated [date] (annexed as Schedule II hereto) the entire interest of British Columbia in the Lands have been transferred to Canada in perpetuity subject to the terms, reservations and restrictions contained therein;

AND WHEREAS this acceptance of administration, control and benefit is satisfactory to the Minister of Justice;

THEREFORE, HIS EXCELLENCY THE GOVERNOR GENERAL IN COUNCIL, on the recommendation of the Treasury Board, pursuant to subsection 16(1)(f) of the *Federal Real Property Act*, hereby accepts, on behalf of Canada, the transfer of administration, control and benefit from British Columbia in the form annexed of the entire interest in the Lands, in perpetuity, such transfer being subject to the terms, reservations and restrictions contained therein.

SCHEDULE "J"
MAP RESERVE SITES

AM

mk
cgr

SCHEDULE "K"
MAPS OF FEE SIMPLE SITES

me

ag

SCHEDULE "L"

RATIFICATION PROCESS

1.0 DEFINITIONS

1.1 In this Ratification Process:

- 1.1.1 **"Advance Vote"** means a vote by the Voters on the Ballot Question conducted according to this Ratification Process held prior to the Voting Day;
- 1.1.2 **"Assistant Deputy Minister"** means the Assistant Deputy Minister, Claims and Indian Government, Department of Indian Affairs and Northern Development;
- 1.1.3 **"Band List"** has the meaning ascribed to it in the Indian Act;
- 1.1.4 **"Information Meeting"** means a meeting at which legal counsel and other advisors of McLeod Lake will explain the proposed Agreement to all Members in attendance;
- 1.1.5 **"List of Eligible Members"** means either the preliminary List of Eligible Members or the revised List of Eligible Members prepared in accordance with article 5, as the context requires;
- 1.1.6 **"Minister"** means the Minister of Indian Affairs and Northern Development or the Minister's authorized representative;
- 1.1.7 **"Notice of Vote"** means the notice set out in articles 4.2 and 4.3;
- 1.1.8 **"Ratification Officer"** means a person, other than a Member or a person related to a Member, who is designated by the Minister to oversee the conduct of the Ratification Vote;
- 1.1.9 **"Ratification Vote"** means a vote by the Eligible Members on the Ballot Question conducted according to this Ratification Process; and
- 1.1.10 **"Voting Day"** means the day set for holding the Ratification Vote but does not include the day of any Advance Vote.

1.2 Any words defined in article 1 of the Agreement will have the same meaning in this Ratification Process, except as otherwise indicated.

1.3 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.

ANM

ML
OJL

2.0 LETTER FROM COUNCIL

2.1 A majority of the Council will by letter:

- 2.1.1 request the Minister to designate a Ratification Officer and order that the Ratification Vote be taken by secret ballot;
- 2.1.2 approve the Notice of Vote;
- 2.1.3 recommend the acceptance of the Agreement to the Members; and
- 2.1.4 attach an address list for the Eligible Members, which will be as up to date as possible.

3.0 DESIGNATION OF RATIFICATION OFFICER AND APPOINTMENT OF ASSISTANT

- 3.1 The Minister will designate a Ratification Officer prior to such person posting the Notice of Vote.
- 3.2 The Ratification Officer may appoint one or more assistants and may delegate any of his or her duties set out in the Ratification Process to the assistant except those duties set out in article 12.0. Upon the appointment of an assistant, the Ratification Officer and assistant will execute an "Appointment of an Assistant" in the form attached as Appendix "A".

4.0 NOTICE OF RATIFICATION VOTE

- 4.1 The Ratification Officer will post the Notice of Vote at least 30 days prior to the Voting Day.
- 4.2 The Ratification Officer, in consultation with the Council, will post the Notice of Vote in a visible place where it can be read by the Eligible Members, which notice will contain the following information:
 - 4.2.1 the date, place and time of Information Meetings;
 - 4.2.2 the date, place and time of the Ratification Vote;
 - 4.2.3 notification that mail-in voting is possible, instructions for obtaining a mail-in package if such package has not been received by the Eligible Member by a specified date and the date by which the Ratification Officer must receive from the Eligible Member the completed declaration and the sealed ballot in the return envelope;
 - 4.2.4 the Ballot Question;

- 4.2.5 instructions for obtaining a copy of the Agreement and the Trust Agreement, which agreements will be made available to an Eligible Member upon request; and
- 4.2.6 the name of the Ratification Officer and his or her office address and telephone number.
- 4.3 The following will be posted with the Notice of Vote:
 - 4.3.1 a copy of the Agreement with all Schedules and Attachments; and
 - 4.3.2 a copy of a preliminary List of Eligible Members.

5.0 LIST OF ELIGIBLE MEMBERS

- 5.1 The Council will provide the Ratification Officer with a preliminary List of Eligible Members prepared from the Band List maintained by McLeod Lake.
- 5.2 An Eligible Member may apply to the Ratification Officer within ten days of posting of the preliminary List of Eligible Members to have his or her name added to the List of Eligible Members if he or she can provide:
 - 5.2.1 his or her current certificate of Indian status card; or
 - 5.2.2 adequate proof of identification, age and membership in McLeod Lake.
- 5.3 An Eligible Member may provide proof of membership in McLeod Lake in the form of a written statement by a member of Council or in the form of a declaration made under oath by another Eligible Member, confirming that person's identity and membership in McLeod Lake.
- 5.4 If the Ratification Officer is satisfied that a revision to the List of Eligible Members is necessary, he or she will make the revision and the revision will be final.

6.0 INFORMATION MEETINGS

- 6.1 The majority of the Council will set the date, place and time for the Information Meetings.
- 6.2 At least one Information Meeting will be held in each of McLeod Lake and Prince George. Of these two Information Meetings, one will be held at least fourteen days after posting the Notice of Vote and at least 3 days prior to the Voting Day. Other Information Meetings may also take place.
- 6.3 Information Meetings will be open to all Members and will be attended by at least one Member of Council who was involved in negotiating the Agreement, McLeod Lake's legal counsel and McLeod Lake's financial advisor.

- 6.4 The Ratification Officer will attend the Information Meetings to answer any questions on the voting procedure. Any other representative of Canada may also attend the Information Meetings but will be required to leave the meetings during discussions of a privileged nature among the Members and McLeod Lake's legal counsel.
- 6.5 The Council may appoint an interpreter who will translate the information presented at the Information Meeting to those Members who require translation.
- 6.6 The Ratification Officer will make reasonable efforts to ensure that minutes of Information Meetings are prepared and that a copy of the minutes are provided to the Council and to Canada.

7.0 PRELIMINARY PROCEDURES

- 7.1 The Ratification Officer, in consultation with the Council, will:
- 7.1.1 designate the place of the voting station;
 - 7.1.2 prepare sufficient copies of the Ballot Question which will be uniform in size, appearance, quality and weight;
 - 7.1.3 obtain a sufficient number of ballot boxes;
 - 7.1.4 provide a voting booth at the voting station where the Eligible Member can mark the Ballot Question free from observation;
 - 7.1.5 provide a sufficient number of lead pencils for marking the Ballot Question;
 - 7.1.6 ensure that samples of the Ballot Question are posted for examination by Eligible Members at the voting station; and
 - 7.1.7 ensure that a Commissioner for taking oaths or affidavits or a Notary Public will be available as required.

8.0 ADVANCE VOTES

- 8.1 One or more Advance Votes may be held and, if so, they will be conducted in accordance with Article 8.0 and, to the extent as may be applicable, in the same manner as the Ratification Vote on the Voting Day.
- 8.2 Immediately after the close of an Advance Vote, the Ratification Officer, in front of those persons who may be present, will:
- 8.2.1 open the ballot box and place all the ballots from the ballot box into an envelope and will properly seal the envelope and mark it with an appropriate identification mark, placing his or her signature on the seal, all in front of a witness; and

- 8.2.2 ensure that the witness executes a "Statement of Witness" in the form attached as Appendix "J".
- 8.3 The Ratification officer will execute a "Declaration of Ratification Officer" in the form attached as Appendix "I".
- 8.4 The Ratification Officer will retain custody of the sealed envelope and ensure that the sealed envelope box remains sealed and is not opened until such time as the envelope is opened and the ballots put in the ballot box on Voting Day, in accordance with these procedures.
- 8.5 An Eligible Member who votes in an Advance Vote forfeits the right to vote on the Voting Day.
- 9.0 MAIL-IN VOTING**
- 9.1 A mail-in-vote will be conducted in accordance with article 9.
- 9.2 The Ratification Officer will send by registered mail, or reasonable alternative, a mail-in package to each Eligible Member who is on the List of Eligible Members and for whom an address has been provided to the Ratification Officer.
- 9.3 The Ratification Officer will prepare and seal the mail-in package, which package will include:
- 9.3.1 the information set out in articles 4.2.1 and 4.2.2;
 - 9.3.2 an information letter from the majority of the Council outlining the Agreement and the Trust Agreement;
 - 9.3.3 a copy of the declaration substantially in the form set out in Appendix "B";
 - 9.3.4 a copy of the Agreement with all Schedules and Attachments;
 - 9.3.5 an envelope to seal the ballot in and a second envelope pre-addressed to the Ratification Officer to enclose the declaration and the envelope with the sealed ballot;
 - 9.3.6 a ballot containing the Ballot Question with the initials of the Ratification Officer affixed on the back so that the initials are visible when the ballot is folded; and
 - 9.3.7 a letter of instructions from the Ratification Officer.
- 9.4 The Ratification Officer will place on the List of Eligible Members a mark opposite the name of every Eligible Member to whom a mail-in package has been sent.
- 9.5 Every Eligible Member who receives a mail-in package and who chooses to vote by this method will:

- 9.5.1 mark the ballot by placing a cross ("X") either in the box marked "YES" or in the box marked "NO";
 - 9.5.2 fold the ballot to conceal the mark and to expose the initials on the back of the ballot;
 - 9.5.3 place the ballot in the envelope and seal the envelope;
 - 9.5.4 complete and sign the declaration before a witness and obtain the signature and address of the witness on the declaration;
 - 9.5.5 place the completed declaration and the envelope with the sealed ballot in the return envelope and seal the return envelope; and
 - 9.5.6 make arrangements for delivery or mailing of the sealed return envelope to the Ratification Officer at the address specified on the return envelope so that it will be received by the Ratification Officer by the day specified in the Notice of Vote.
- 9.6 The Ratification Officer will retain custody of the return envelopes until the time when the Ratification Officer on Voting Day, prior to the opening of the poll will, in the full view of at least two other persons present, after carrying out the duties set out in Articles 10.3.1, 10.3.2, 10.3.3, and 10.3.4:
- 9.6.1 open each return envelope, determine if the declaration is enclosed and properly executed, and whether the Eligible Member has voted at an Advance Vote, and;
 - a. if the Eligible Member has voted at an Advance Vote, will destroy the declaration and ballot of that Eligible Member;
 - b. if the declaration is enclosed and properly executed and if the Eligible Member has not voted at an Advance Vote, the Ratification Officer will open the envelope containing the ballot and without unfolding the ballot or in any way disclosing the mark made by the Eligible Member verify his or her initials. If the ballot appears to be the same one mailed to the Eligible Member, the Ratification Officer will tear off the perforated strip, if any, deposit the ballot in the ballot box and place a line through the name of the Eligible Member on the List of Eligible Members; or
 - c. if no declaration is enclosed or if the declaration is not properly executed and if the Eligible Member has not voted at an Advance Vote, the Ratification Officer will make an entry on the List of Eligible Members opposite the name of the Eligible Member that no declaration was enclosed or that the declaration was not properly executed. The Ratification Officer will mark the envelope with the sealed ballot as "IMPROPER MAIL-IN BALLOT" and place a corresponding note beside the name of the Eligible Member on the List of Eligible Members, not open the envelope with the sealed ballot or deposit the ballot in the ballot

box and record the ballot as null and void, after which the Eligible Member may have another opportunity to vote on Voting Day.

9.6.2 execute a "Declaration of Ratification Officer" in the form attached as Appendix "C"; and

9.6.3 ensure that a witness executes a "Statement of Witness" in the form attached as Appendix "D".

9.7 Subject to 9.6.1.b or to an Eligible Member having voted in an Advance Vote, an Eligible Member who returns the mail-in ballot forfeits the right to cast a vote in person on Voting Day.

10.0 VOTING PROCEDURES

10.1 All voting will be by secret ballot only.

10.2 The Council may appoint an interpreter who will translate the Ballot Question and all communications with the Ratification Officer for those Members who require translation for the Ratification Vote.

10.3 The Ratification Officer will:

10.3.1 open the ballot box and ask an Eligible Member to witness that the ballot box is empty before any vote is cast;

10.3.2 open the envelopes from the Advance Votes and empty the contents of the envelopes into the Ballot Box, and ask an Eligible Member to witness that this has been done;

10.3.3 properly seal the ballot box and place his or her signature on the seal in front of the witness, and ask the witness to place his or her signature on the seal;

10.3.4 place the ballot box in view for the reception of ballots;

10.3.5 execute a "Declaration of Ratification Officer" in the form attached as Appendix "E"; and

10.3.6 ensure that the witness executes a "Statement of Witness" in the form attached as Appendix "F".

10.4 The Ratification Officer, after being satisfied that a person is an Eligible Member and that the Eligible Member is not ineligible to vote in person pursuant to Articles 8.0 and 9.0, will:

10.4.1 affix his or her initials on the back of the ballot so that the initials can be seen when the ballot is folded; and

- 10.4.2 provide the Eligible Member with that ballot.
- 10.5 The Ratification Officer will place on the List of Eligible Members a line using a pen or pencil through the name of every Eligible Member receiving a ballot.
- 10.6 The Ratification Officer will explain the method of voting upon request.
- 10.7 If requested by an Eligible Member who:
- 10.7.1 is not able to read;
 - 10.7.2 is incapacitated by blindness or other physical cause; or
 - 10.7.3 requires assistance for any other reason;
- the Ratification Officer will assist that Eligible Member by marking his or her ballot as directed by the Eligible Member and the Ratification Officer will immediately fold and deposit it into the ballot box.
- 10.8 In the circumstances described in article 10.7, the Ratification Officer, after assisting the Eligible Member, will make an entry on the List of Eligible Members opposite the name of the Eligible Member indicating that the ballot was marked by the Ratification Officer at the request of the Eligible Member and the reason for the Eligible Member's request.
- 10.9 Except as provided in article 10.7, every Eligible Member receiving a ballot will:
- 10.9.1 proceed immediately to a voting booth;
 - 10.9.2 mark the ballot by placing a cross ("X") either in the box marked "YES" or in the box marked "NO";
 - 10.9.3 fold the ballot to conceal the mark and to expose the initials of the Ratification Officer; and
 - 10.9.4 immediately give the folded ballot to the Ratification Officer who, without unfolding it, will:
 - a. verify his or her initials;
 - b. tear off the perforated strip, if any; and
 - c. deposit the ballot into the ballot box.
- 10.10 An Eligible Member who receives a soiled 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.

- 10.11 An Eligible Member 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 Eligible Members stating that the Eligible Member left the voting booth without delivering the ballot.
- 10.12 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 Eligible Members at the voting station at that time have voted.

11.0 ORDERLY VOTING

- 11.1 The Council, with the assistance of the Ratification Officer, will ensure that peace and good order are maintained at the voting station.
- 11.2 The Ratification Officer will allow only one Eligible Member at a time into a voting booth.
- 11.3 An Eligible Member who is inside the voting station before the set closing time will be entitled to vote.
- 11.4 No person will interfere or attempt to interfere with an Eligible Member when he or she is voting, nor will a person obtain or attempt to obtain information as to how an Eligible Member is about to vote or has voted.

12.0 COUNTING OF RESULTS

- 12.1 After the close of the poll on the Voting Day, the Ratification Officer, in the presence of at least one member of Council and any other Eligible Members who may be present, will:
- 12.1.1 count the number of spoiled ballots;
 - 12.1.2 examine all ballots contained in the ballot boxes;
 - 12.1.3 reject all ballots that:
 - a. have not been supplied by the Ratification Officer or the assistant;
 - b. have not been marked as either "YES" or "NO";
 - c. have been marked as both "YES" and "NO";
 - d. have not been marked in the box marked "YES" or "NO"; or
 - e. has any writing or mark which can identify an Eligible Member;

12.1.4 not reject ballots marked other than with a cross ("X") under article 12.1.3, if the mark does not constitute identification of the Eligible Member and if the intent of the Eligible Member is clear; and

12.1.5 count the number of ballots marked "YES", marked "NO" and the number of rejected ballots.

12.2 When the results of the Ratification Vote have been determined, the Ratification Officer will:

12.2.1 execute the "Certification by Ratification Officer" in the form attached as Appendix "G";

12.2.2 ensure that a member of Council who was present when the ballots were counted executes the "Certification by Member of Council" in the form attached as Appendix "H";

12.2.3 seal in separate envelopes the ballots cast and the spoiled ballots; and

12.2.4 affix his or her signature to the seals and deliver the envelopes to the Specific Claims Branch, Department of Indian Affairs and Northern Development, who will retain the ballots for 60 days or such further period as they deem necessary.

13.0 PROCEDURAL AMENDMENTS

13.1 In order to give effect to and carry out the objectives and purpose of the Ratification Vote, the Ratification Officer and a member of Council may agree on a departure from the procedural requirements of the Ratification Process where they deem it necessary and where they believe it will not result in any substantive change to the integrity of this Ratification Process. The Ratification Officer and the member of Council 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 Canada.

14.0 OBJECTIONS

14.1 An Eligible Member who voted and has reasonable grounds for believing that:

14.1.1 there was a violation of this Ratification Process that may affect the results of the Ratification Vote; or

14.1.2 there was a corrupt practice that may affect the results of the Ratification Vote;

may, within seven days from the Voting Day, file an objection by forwarding by registered mail to the Assistant Deputy Minister:

14.1.3 notice of his or her objection; and

- 14.1.4 a statutory declaration setting out the grounds for the objection.
- 14.2 Where an objection is filed under article 14.1, the Assistant Deputy Minister will, within seven days of receiving it, forward a copy of the objection by facsimile or overnight courier to the Ratification Officer.
- 14.3 The Ratification Officer will, within seven days of receiving the objection, forward to the Assistant Deputy Minister by overnight courier a statutory declaration containing answers to the particulars stated in the Eligible Member's declaration.
- 14.4 The Assistant Deputy Minister will forward all of the material sent under article 14 to the Minister.
- 14.5 The Minister may, if the material sent under article 14 is not sufficient to decide the validity of the grounds of the objection, conduct such further investigations as he or she deems necessary.
- 14.6 Subject to article 14.7, the Minister may dispose of an objection by allowing it and calling another vote.
- 14.7 Where the Minister is of the opinion that the grounds of the objection:
- 14.7.1 are not established; or
- 14.7.2 do not affect the results of the Ratification Vote,
- the Minister will dismiss the objection.

A R D



APPENDIX "A"
RATIFICATION PROCESS
(ARTICLE 3.2)

APPOINTMENT OF AN ASSISTANT

(McLeod Lake Treaty No. 8 Adhesion and Settlement Agreement)

Date

I, _____, Ratification Officer, appoint _____ to act as my assistant in carrying out my duties in accordance with the Ratification Process.

Ratification Officer

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

Assistant

APPENDIX "B"
RATIFICATION PROCESS
(Article 8.2.3)

DECLARATION OF ELIGIBLE MEMBER

(McLeod Lake Treaty No. 8 Adhesion and Settlement Agreement)

I, _____ (name of Eligible Member), _____
(occupation)

DECLARE THAT:

1. I am a registered member of the McLeod Lake Indian Band and I will be at least 18 years of age on or before _____, 1999 (the Voting Day for the Ratification Vote);
2. I live at _____ (full address);
3. I have, of my own free will, without compulsion or undue influence of anyone, marked the ballot and I understand that, unless there is an error with this declaration, by using a mail-in ballot I will not be able to vote in person; and
4. I have folded the ballot to conceal my mark and show the initials marked on the back, and I have sealed the ballot in the ballot envelope.

SIGNED this ____ day of _____, 1999 at _____ (town/city and province),

WITNESSED in the presence of:)
_____ (name), of)
_____)
_____)
(address)) _____
) Signature of Eligible Member
(signature of witness))
_____)

**** NOTE:** Mail-in ballots must be received by the Ratification Officer **NO LATER** than the day set out in the Notice of Vote (_____) in order to be counted in the Ratification Vote.

APPENDIX "C"
RATIFICATION PROCESS
(Article 9.6.2)

DECLARATION OF RATIFICATION OFFICER

(McLeod Lake Treaty No. 8 Adhesion and Settlement Agreement)

I, _____, Ratification Officer, of _____, in the Province of British Columbia, DO SOLEMNLY DECLARE THAT:

1. on Voting Day, prior to the opening of the polls, in the presence of two persons who were present to witness I opened all the mail-in package return envelopes that I have received, of which there were _____;
2. there were _____ declarations of Eligible Members who had already voted at an Advance Vote and I destroyed these declarations and ballots;
3. there were _____ properly executed declarations of Eligible Members who had not voted in an Advance Vote and I placed the corresponding ballots in the ballot box;
4. there were _____ improperly executed declarations of Eligible Members who had not voted in an Advance Vote and I placed a note opposite the name of the respective Eligible Member and did not place the corresponding ballots in the ballot box, and:
 - a. _____ of such Eligible Members subsequently voted in the Ratification Vote and their mail-in ballot was destroyed and not recorded; and
 - b. _____ of such Eligible Members did not subsequently vote in the Ratification Vote and their mail-in ballot was recorded as null and void.

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

DECLARED BEFORE me at _____)
British Columbia, this _____ day of _____)
_____, 1999.) _____)
) Ratification Officer)
)
Commissioner for Taking Affidavits for the)
Province of British Columbia)

APPENDIX "D"
RATIFICATION PROCESS
(Article 9.6.3)

STATEMENT OF WITNESS

(McLeod Lake Treaty No. 8 Adhesion and Settlement Agreement)

I, _____, DO SOLEMNLY DECLARE THAT:

1. on the Voting Day and before the polls opened, I witnessed the Ratification Officer, open the mail-in package return envelopes, of which there were _____;
2. there were _____ declarations of Eligible Members who had already voted at an Advance Vote and I destroyed these declarations and ballots;
3. there were _____ properly executed declarations of Eligible Members who had not voted in an Advance Vote and the Ratification Officer placed the corresponding ballots in the ballot box;
4. there were _____ improperly executed declarations of Eligible Members who had not voted in an Advance Vote and the Ratification Officer placed a note opposite the name of the respective Eligible Member and did not place the corresponding ballots in the ballot box, and:
 - a. _____ of such Eligible Members subsequently voted in the Ratification Vote and their mail-in ballot was destroyed and not recorded; and
 - b. _____ of such Eligible Members did not subsequently vote in the Ratification Vote and their mail-in ballot was recorded as null and void.

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

DECLARED BEFORE me at _____)
British Columbia, this _____ day of _____)
_____, 1999.)

) Witness Signature

)
Commissioner for Taking Affidavits for the
Province of British Columbia)

APPENDIX "E"
RATIFICATION PROCESS
(Article 10.3.5)

DECLARATION OF RATIFICATION OFFICER

(McLeod Lake Treaty No. 8 Adhesion and Settlement Agreement)

I, _____, Ratification Officer, of _____, in
the Province of British Columbia, DO SOLEMNLY DECLARE THAT:

1. I was personally present at _____ on _____, 19__ when
Members of the McLeod Lake Indian Band voted in a Ratification Vote concerning a
proposed settlement agreement;
2. immediately before the Ratification Vote began, I opened ballot box number _____;
3. I saw that the ballot box was empty and I asked persons who were present to witness that
the ballot box was empty;
4. I emptied the contents of the envelopes from the Advance Vote, if any, into the ballot
box; and
5. I then properly sealed the ballot box, in front of these persons who were present, and
placed it in view for the reception of ballot papers.

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

DECLARED BEFORE me at _____)
British Columbia, this _____ day of _____)
_____, 1999.)

Commissioner for Taking Affidavits for the)
Province of British Columbia)

) Ratification Officer

APD MR
CJL

APPENDIX "F"
RATIFICATION PROCESS
(Article 10.3.6)

STATEMENT OF WITNESS

(McLeod Lake Treaty No. 8 Adhesion and Settlement Agreement)

I, _____, was personally present at _____ on _____, 1999 when Members of the McLeod Lake Indian Band voted in a Ratification Vote concerning a proposed settlement agreement and:

1. immediately before the Ratification Vote began , I witnessed the Ratification Officer open ballot box number _____;
2. I saw that the ballot box was empty;
3. I witnessed the Ratification Officer empty the contents of the envelopes from the Advance Vote, if any, into the ballot box;
4. I witnessed the Ratification Officer seal the ballot box, sign the seal and place the ballot box in view for the reception of ballot papers; and
5. I signed the seal of the ballot box as requested by the Ratification Officer.

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

DECLARED BEFORE me at _____)
British Columbia, this _____ day of _____)
_____, 1999.)

) Witness Signature
)

Commissioner for Taking Affidavits for the)
Province of British Columbia)
_____)

APPENDIX "G"
RATIFICATION PROCESS
(Article 12.2.1)

CERTIFICATION BY RATIFICATION OFFICER

(McLeod Lake Treaty No. 8 Adhesion and Settlement Agreement)

I, _____, Ratification
Officer, of _____ in the Province of British Columbia, DO SOLEMNLY DECLARE
THAT:

1. I was present at _____ on _____, 19__ when Eligible Members of the McLeod Lake Indian Band voted concerning a proposed settlement agreement in accordance with the Ratification Process;
2. A true copy of the Notice of Vote is attached as Exhibit "1" to this Declaration;
3. In accordance with article 4 of the Ratification Process, the Notice of Vote was posted at least 30 days prior to the Voting Day;
4. The voting procedure was conducted in accordance with articles 4 to 12 inclusive of the Ratification Process;
5. The results of the Ratification Vote are as follows:
 - a. the names of _____ Eligible Members appeared on the List of Eligible Members and the number of Eligible Members who were entitled to cast a vote was _____ ;
 - b. _____ ballots were cast in the Ratification Vote;
 - c. _____ ballots were marked "YES";
 - d. _____ ballots were marked "NO";
 - e. _____ ballots were rejected in accordance with article 12.1 of the Ratification Process; and
 - f. _____ ballots were spoiled in accordance with article 12.1 of the Ratification Process and were not counted in b. above; and

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 British Columbia, this)
day of _____, 19__.

Commissioner for Taking)
Affidavits in the Province of British)
Columbia)
)

Ratification Officer

Handwritten signatures and initials

APPENDIX "H"
RATIFICATION PROCESS
(Article 12.2.2)

**CERTIFICATION BY A MEMBER OF THE COUNCIL OF THE MCLEOD LAKE
INDIAN BAND**

(McLeod Lake Treaty No. 8 Adhesion and Settlement Agreement)

I, _____, of _____, of the Province of British Columbia, DO
SOLEMNLY DECLARE THAT:


1. I am a member of the Council of the McLeod Lake Indian Band;
2. I was present at _____ on _____, 1999, when
Eligible Members of the McLeod Lake Indian Band voted concerning a proposed
settlement agreement in accordance with the Ratification Process;
3. A true copy of the Notice of Vote is attached as Exhibit "1" to this Certification;
4. Council did / did not (*circle one*) appoint an interpreter to translate the information
presented at the Information Meeting in accordance with article 6.5 of the Ratification
Process;
5. Council did / did not (*circle one*) appoint an interpreter to translate at the Ratification
Vote in accordance with article 10.2 of the Ratification Process;
6. The results of the Ratification Vote are as follows:
 - a. the names of _____ Eligible Members appeared on the List of Eligible
Members and the number of Eligible Members who were entitled to cast a vote
was _____;
 - b. _____ ballots were cast in the Ratification Vote;
 - c. _____ ballots were marked "YES";
 - d. _____ ballots were marked "NO";
 - e. _____ ballots were rejected in accordance with article 12.1 of the
Ratification Process; and
 - f. _____ ballots were spoiled in accordance with article 12.1 of the
Ratification Process and were not counted in b. above; and
7. The proposed settlement agreement was approved / not approved (*circle one*) by the
Eligible Members.

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 _____)
British Columbia, this _____ day of)
_____, 1999.)

) Signature

)
Commissioner for Taking Affidavits for the)
Province of British Columbia)

ADJ 
CJP

APPENDIX "I"
RATIFICATION PROCESS
(Article 8.2.2)

DECLARATION OF RATIFICATION OFFICER

(McLeod Lake Treaty No. 8 Adhesion and Settlement Agreement)

I, _____, Ratification Officer, of _____, in the Province of British Columbia, DO SOLEMNLY DECLARE THAT:

1. I was personally present at _____ on _____, 19__ when Members of the McLeod Lake Indian Band voted in an Advance Vote concerning a proposed settlement agreement;
2. Immediately before the Advance Vote began, I opened ballot box number _____;
3. I saw that the ballot box was empty and I asked persons who were present to witness that the ballot box was empty;
4. I then properly sealed the ballot box, in front of these persons who were present, and placed it in view for the reception of ballot papers; and
5. After the poll closed, I opened the ballot box and placed all of the ballots into an envelope, properly sealed the envelope and marked it with an identification mark, placing my signature on the seal, all in front of a witness.

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

DECLARED BEFORE me at _____)
British Columbia, this _____ day of _____)
_____, 1999.)
_____) _____
) Ratification Officer
Commissioner for Taking Affidavits for the)
Province of British Columbia)

APPENDIX "J"
RATIFICATION PROCESS
(Article 8.3)

STATEMENT OF WITNESS



(McLeod Lake Treaty No. 8 Adhesion and Settlement Agreement)

I, _____, of _____ in the Province of British Columbia DO SOLEMNLY DECLARE THAT:

1. I was personally present at _____ on _____, 19__ when Members of the McLeod Lake Indian Band voted in an Advance Vote concerning a proposed settlement agreement;
2. Immediately before the Advance Vote began, I witnessed the Ratification Officer open ballot box number _____;
3. I saw that the ballot box was empty;
4. I witnessed the Ratification Officer seal the ballot box, sign the seal and place the ballot box in view for the reception of ballot papers;
5. I signed the seal of the ballot box as requested by the Ratification Officer; and
6. After the poll closed, I witnessed the Ratification Officer open the ballot box and place all of the ballots into an envelope, sealed the envelope and marked it with an identification mark, placing his or her signature on the seal.

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

DECLARED BEFORE me at _____)	
British Columbia, this _____ day of _____)	
_____, 1999.)	_____
)	Witness Signature
)	
Commissioner for Taking Affidavits for the)	
Province of British Columbia)	

ADA 
CGR 

SCHEDULE "M"

CONSENT ORDER (CHINGEE V. HMQ NO. C821901)

No. 821901
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

HARRY CHINGEE, ANDY SOLONAS SR. and LESTER CHINGEE
Suing on their own behalfs, and on behalf of all other members of the
McLeod Lake Indian Band

PLAINTIFFS

AND:

ATTORNEY-GENERAL OF BRITISH COLUMBIA and
ATTORNEY-GENERAL CANADA


DEFENDANTS

ORDER

BEFORE THE HONOURABLE) _____ THE ____ DAY OF
)
_____ JUSTICE _____) _____, 2000

UPON THE APPLICATION of the Plaintiffs coming on for hearing on
_____, at Vancouver, British Columbia; AND UPON hearing Andrew P.
Schuck, counsel for the Plaintiffs, Derek Brindle, counsel for the Defendant Her Majesty the
Queen in right of the Province of British Columbia and the Attorney General of British
Columbia,, Gerald Donegan, counsel for Her Majesty the Queen in right of Canada and the
Attorney General of Canada. and upon reading the affidavit of Andrew P. Schuck and the
McLeod Lake Indian Band Treaty No. 8 Adhesion and Settlement Agreement AND BY
CONSENT;

THE COURT ORDERS that this action is hereby discontinued on the following terms:

ADD - 

1. The discontinuance is a complete defence to any subsequent proceeding for the same or substantially the same cause of action; and
2. The discontinuance is without costs to any party.

APPROVED AS TO FORM:


BY THE COURT:

Counsel for the Plaintiffs

REGISTRAR

Counsel for Her Majesty the Queen in right of
the Province of British Columbia and the
Attorney General of British Columbia

Counsel for Her Majesty the Queen in right of
Canada and the Attorney General of Canada

ADJ 
CJL

SCHEDULE "N"

CONSENT ORDER (CHINGEE V. HMQ NO. C964263)

No. C964263
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

HARRY CHINGEE, CHIEF OF THE McLEOD LAKE INDIAN BAND,
ELIZABETH SOLONAS, ARLENE SOLONAS, VICTOR CHINGEE AND
PATRICK PRINCE, COUNCILLORS OF THE McLEOD LAKE INDIAN
BAND, suing on their own behalf on and behalf of all other members of the
McLeod Lake Indian Band and the said McLEOD LAKE INDIAN BAND

PLAINTIFFS

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH
COLUMBIA, HER MAJESTY THE QUEEN IN RIGHT OF CANADA, THE
PAS LUMBER COMPANY LTD., BALFOUR FOREST PRODUCTS INC.,
RUSTAD BROS. & CO. LTD., FINLAY FOREST INDUSTRIES LTD.,
FLETCHER CHALLENGE CANADA LIMITED AND NORTHWOOD PULP
AND TIMBER LTD.

DEFENDANTS

AND:

THE ATTORNEY GENERAL OF CANADA

THIRD PARTY

ORDER

BEFORE THE HONOURABLE) _____ THE ____ DAY OF
)
_____ JUSTICE _____) _____, 2000

UPON THE APPLICATIONS of the Plaintiffs and the Defendant, Her Majesty
the Queen in right of the Province of British Columbia, respectively, coming on for hearing on
_____, at Vancouver, British Columbia; AND UPON hearing Andrew P.
Schuck, counsel for the Plaintiffs, Derek Brindle, counsel for the Defendant Her Majesty the
Queen in right of the Province of British Columbia and the Attorney General of British
Columbia, Gerald Donegan, counsel for Her Majesty the Queen in right of Canada and the

AM
CJL

Attorney General of Canada, Peter Voith, counsel for the Defendants The Pas Lumber Company Ltd., Rustad Bros. & Co. Ltd., Finlay Forest Industries Ltd., Fletcher Challenge Canada Limited and Northwood Pulp and Timber Ltd., William Everett, counsel for the Defendant Balfour Forest Products Inc. and upon reading the affidavit of Andrew P. Schuck and the McLeod Lake Indian Band Treaty No. 8 Adhesion and Settlement Agreement AND BY CONSENT;

THE COURT ORDERS that the third party claim herein of the Defendant Her Majesty the Queen in right of the Province of British Columbia is hereby discontinued, without costs to any party.

THE COURT FURTHER ORDERS that the claims of the Plaintiffs herein are hereby discontinued on the following terms:

1. Save as provided in Article 11.5 of the McLeod Lake Indian Band Treaty No. 8 Adhesion and Settlement Agreement dated _____, 2000, the discontinuance is a complete defence to any subsequent proceeding for the same or substantially the same cause of action; and
2. The discontinuance is without costs to any party.

APPROVED AS TO FORM:


BY THE COURT:

Counsel for the Plaintiffs

REGISTRAR

Counsel for The Pas Lumber Company Ltd.,
Rustad Bros. & Co. Ltd., Finlay Forest
Industries Ltd., Fletcher Challenge Canada
Limited and Northwood Pulp and Timber Ltd.

Counsel for Her Majesty the Queen in Right of
the Province of British Columbia and the

APL 
- cgr

Attorney General of British Columbia

Counsel for Her Majesty the Queen in right of
Canada and the Attorney General of Canada

Counsel for Balfour Forest Products Inc.

AP 11
CFC

SCHEDULE "O"

CONSENT ORDER (HMQ V. MCLEOD LAKE NO. A971649)

No. A971649
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH
COLUMBIA**

PLAINTIFF

AND

**THE MCLEOD LAKE INDIAN BAND as represented by HARVEY CHINGEE,
CHIEF OF THE MCLEOD LAKE INDIAN BAND, ELIZABETH SOLONAS,
ARLENE SOLONAS, VICTOR CHINGEE and PATRICK PRINCE,
COUNCILLORS OF THE MCLEOD LAKE INDIAN BAND**

DEFENDANTS

ORDER

BEFORE THE HONOURABLE) _____ THE ____ DAY OF
_____ JUSTICE) _____, 2000

ON THE APPLICATION of the Plaintiff, without a hearing and by consent:

THIS COURT ORDERS THAT the within proceedings be dismissed without costs to any party.

THIS COURT FURTHER ORDERS that the said dismissal shall be for all purposes of the same force and effect as if a judgment dismissing the action had been pronounced after a trial of the action upon its merits.

CONSENTED TO::

BY THE COURT:

Counsel for the Plaintiffs

REGISTRAR

Counsel for Her Majesty the Queen in Right of
the Province of British Columbia and the

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Attorney General of British Columbia

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McLeod Lake Land Claim Settlement; Follow Up Environmental Au

23. Provide justification for either proceeding/not proceeding with a site investigation:

No contamination evident on site.

24. If a site investigation and clean up are required, who assumes the costs?

Not applicable.

25. Following a site investigation, I have determined that (check one of the following):

- X 1) No contamination is indicated; transaction may proceed.
- 2) Insignificant (low level) contamination of an acceptable nature is indicated; transaction may proceed without a clean-up (follow criteria and guidelines in Chapter 9, Lands Manual).
- 3) Significant contamination is indicated: transaction may not proceed without a clean-up (follow criteria and guidelines in Chapter 9, Lands Manual).

Indicate name of consultant(s), date site investigation was commenced/completed and append copy of consultant's report(s):

Not applicable

ADDITIONAL COMMENTS:

Personnel contacted at BC Hydro insisted that pesticides employed on rights of way through subject property were not expected to have long term residual effects. A small localized fuel oil spill was identified as having occurred on the west side of Highway 97 south of the wooden bridge approach to the Kerry Lake West site. No registration of this spill was identified in the Environment Canada Emergency Spill Database.

SUPPORTING DOCUMENTS:

Photographic Supplement
Geo-Spatial Map Supplement

Kerry Lake East, 1:20,000 Site Specific Map, RPS for INAC Geospatial Information Management; created from data collected from B.C. Ministry of Forests TRIM -FC-1 data base and the McLeod Lake Claim ML-1B Forested Land Selection Map, April 1998, J proposal.

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Waste streams
(other than to sanitary
sewer or municipal
solid waste systems)

*Not on subject property
Septic systems on adjacent properties*

Storm and sanitary
sewer discharge

Not on subject property

Surface or under-
ground tanks, drums
or storage containers

Not on subject property

Tank vent pipes/fill lines

Not on subject property

Electrical transformers
or capacitor equipment (incl.
fluorescent lighting)

Not on subject property

Landfill

*Operated by Regional District on adjacent property
Refer to Geospatial Map Supplement*

Incinerators

Operated by Regional District on adjacent property

Hazardous waste
generators

Not on subject property

Garbage dumps

*Operated by Regional District on adjacent property
Refer to Geospatial Map Supplement*

Scrap yard
(e.g., scrap
metals, car bodies)

Not on subject property

Polluted ditches, streams, creeks,
rivers, ponds, lagoons, lakes

Not on subject property

Groundwater wells

Not on subject property

Spills (e.g., oil,
chemical)

Not on subject property

Soil/asphalt stains

Not on subject property

Soil depressions

Not on subject property

McLeod Lake Land Claim Settlement; Follow Up Environmental At

or mounds

Vegetation/Wildlife stress

Not on subject property

Other

Not on subject property

Use of surrounding/adjacent properties:

North

Unsurveyed/undeveloped Crown Land

South

Unsurveyed/undeveloped Crown Land

East

Unsurveyed/undeveloped Crown Land

West

McLeod Lake

If any of the above indicate any degree of health/environmental hazards is present, provide details:

Further investigation likely required to determine condition of tanks at operating gas station adjacent (west) of north end of subject property and at abandoned gas station located adjacent to Tsatchuka Creek. (Refer to Geo Spatial Map Supplement).

Site visit performed by:

Dane Charboneau
Audit & Assessment Specialist
PWGSC Environmental Services

Date of site visit:

June 8, 1998

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ATTACHMENT "B "

PROCESS FOR ELECTION OF LAND IN SEVERALTY OR RESERVE LAND

This is the process that has been followed to notify McLeod Lake Indian Band Members ("Band Members") of their choices with respect to land under Treaty No. 8 and to receive each individual's written choice (or "election") as to the land provisions of that treaty.

1. McLeod Lake Indian Band provided Canada with a list of all their Band Members, including the most current addresses and phone numbers available for these Band Members, by September 30, 1998.
2. Canada took the following measures to update the addresses and phone numbers:

A. Placed the following notice ("Notice # 1")

NOTICE

ALL McLEOD LAKE INDIAN BAND MEMBERS

Be advised it is expected that drafting of the Final Agreement between McLeod Lake Indian Band, British Columbia and Canada respecting the McLeod Lake Indian Band's claim for the benefits of Treaty No. 8 will be completed shortly.

In order to ensure that Band members receive information in time to exercise their option to choose either lands in severalty or reserve lands and also to ensure that they have the opportunity to participate in a band membership vote on the proposed Final Agreement, Band members are asked to ensure that their correct name, address and phonenumber are provided to the Government of Canada, as soon as possible.

This information can be provided by any of the following methods:

1. By phone: 1-888-336-6679 (Toll Free)
Please leave information after the recorded message
2. By mail to: Specific Claims Branch
Department of Indian Affairs
P.O. Box 11602
McLeod Lake Mailing List
#2700 - 650 West Georgia Street
V6B 4N9
3. By fax to: Specific Claims Branch, Department of Indian Affairs
McLeod Lake Mailing List (604) 666-6535

in the following newspapers:.

Victoria Times-Colonist	Sept..26 and 27, 1998
Alaska Highway News	Sept. 25, 1998
Kahtou	October 1998 issue
Globe and Mail	Sept. 26, 1998
Vancouver Sun	Sept. 25 and 26, 1998
The Province	Sept. 25 and 27, 1998
Prince George Citizen	Sept. 25 and 26, 1998

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- B. Regional Offices of the Department of Indian Affairs and all Aboriginal Friendship Centres in Canada were requested to post Notice #1 in their offices.

Seventeen (17) people responded to Notice #1 by letters or FAX to Specific Claims or by telephone to a Government of Canada toll free number and provided updated address information for the upcoming mail out. An updated address list of adult members of the McLeod Lake Indian Band was compiled by Sharon Solonas (for the McLeod Lake Indian Band) and Heather Robinson (for Canada). In addition, further research and follow-up were done with the Public Trustees Office, Medical Services, ICBC and Ministry of Social Services. On October 30, 1998 the Band advised Canada that the address list so compiled was as accurate as could be obtained.

3. On November 19, 1998 Canada provided letters to all Band Members on the updated Band list advising that a package of information regarding the option to elect land in severalty or reserve land would be sent to them within the next few days. On November 24, 1998, Canada provided to each Band Member, by registered mail, a Severalty Information Package advising that an election for land in severalty, or being counted for the purposes of McLeod Lake Indian Band's proposed Reserve land entitlement, must be made by January 31, 1999 and if they did not respond by the deadline, then they may be presumed to have chosen to be counted toward the McLeod Lake Band's reserve land entitlement. This Severalty Information Package included the following components.

A. The name, address and toll-free telephone number of independent legal counsel funded by Canada at no cost to Band Members, a schedule of information meetings to be held, how people may fill out an election form, how to proceed with the notarization of the Statutory Declaration (including a list of notaries registered in British Columbia), and the address where to send the completed form (to the independent legal counsel).

B. The independent legal opinion on land in severalty dated November 20, 1998 from Barry McGuire of the Ritchie Mill Law Office.

C. Statutory declaration form of election.

4. To Canada's inquiry whether any Band Member needed interpretation services to explain the information or attend at information meetings on land in severalty, the Band advised that an interpreter was not necessary, and none was retained.

5. A second notice ("Notice #2") was placed in the newspapers listed below, to advise Band Members of the dates/times/locations of information meetings regarding the option to choose land in severalty or reserve land. Notice #2 reminded Band Members that the deadline for Canada receiving land in severalty elections would be January 31, 1999, and that an independent legal counsel would attend the information meetings to answer questions on severalty. The name and phone number of the independent legal counsel was provided in Notice #2, which appeared in the following newspapers on the following dates:

Victoria Times Colonist	November 27 & 28, 1998
Vancouver Sun	November 27 & 28, 1998
The Province	November 27 & 29, 1998
Windspeaker	December 1998 Issue (National coverage)
Prince George Citizen	November 27 & 28, 1998

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6. Information meetings regarding the option to choose land in severalty or reserve land were held at the following dates, times, and locations:

Tuesday, December 8 1998	7:00 pm	Band Hall	McLeod Lake
Wednesday, December 9 1998	1:00 pm	GrandTrunkInn	Vanderoof
Wednesday, December 9 1998	7:00 pm	Ramada Inn	Prince George.
Thursday, December 10 1998	1:00 pm	908 Pandora	Victoria
Thursday, December 10, 1998	7:00 pm	ChateauGranville	Vancouver
Friday, December 11, 1998	1:00 p.m.	Holiday Inn	Kelowna

The independent legal counsel Neil Fenna (selected for this contract on the basis of his previous experience representing severalty electors under Treaty 8 in Alberta) attended all of these information meetings and was available to advise individuals as to their options regarding the treaty land entitlement provisions of Treaty No. 8, and, if members so desired, to witness or receive statutory declarations from members' electing severalty or reserve land.

7. The independent legal counsel has been available at a toll-free number since November 1998, to give legal advice on an individual basis to all Band members at no cost to those members.
8. A letter dated January 8, 1999 was sent to Band Members again advising them of the deadline for submitting their Statutory Declarations and providing them with the name, address and phone number of the independent legal counsel.
9. A house-to-house visit on McLeod Lake Indian Reserve # 1 was conducted on January 13, 1999, to ensure that Band Members living on reserve had received the package and to advise of the nature of the package and the deadlines involved. This visit was done by an individual contracted by Canada, accompanied by a Band Member.
10. A notice ("Notice #3") was sent by FAX, mail, and was posted in the Band Office in McLeod Lake advising of an information meeting on Severalty to be held in Prince George on June 18, 1999. Independent legal counsel attended this meeting to advise individuals as to their options regarding the treaty land entitlement provisions of Treaty No. 8,.
11. A notice ("Notice #4") was sent by FAX, mail and was posted in the Band Office in McLeod Lake advising of a further information meeting regarding the option to chose land in Severalty to be held in Prince George on July 22, 1999. Independent legal counsel attended this meeting and was available to advise individuals as to their options regarding the treaty land entitlement provisions of Treaty No. 8.

Results of the Mail-out and number of Severalty Elections

Mail-out

On November 24, 2008 Canada provided 261 information packages by registered mail to all adult Band Members on the address list.


37 of the original 261 packages were returned; for 12 of these, addresses were revised and the packages were re-sent and were not returned.

Statutory Declarations Received as of the January 31, 1999 Deadline

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A certain number of the Statutory Declarations electing land in severalty, had conditions attached.

A letter dated February 26, 1999 was sent to the adult Band Members who had submitted Statutory Declarations electing severalty, with conditions attached. The letter advised these individuals that a Statutory Declaration with conditions attached was not acceptable. The letter advised that a new Statutory Declaration, without conditions, either electing reserve land or land in severalty, must be received by Canada by March 12, 1999 and that it would be assumed that these band members had chosen land in severalty unconditionally if a new Statutory Declaration was not received by that date. An additional copy of the severalty information package was enclosed.

ADD 

**In the Matter of the McLeod Indian Band
Treaty No. 8 Adhesion and Settlement Agreement
(the "Agreement")**

Election for Reserve Land or Lands in Severalty

I, _____ [name], of _____ [name of city, town...], in the
Province/State of _____, do solemnly declare that I am a member of the
McLeod Lake Indian Band and my birth date is _____, 19____.

IF AND ONLY IF the Agreement is ratified by the eligible members of the McLeod Lake
Indian Band **AND** all three parties have executed the Agreement, then I wish to live separate
and apart from the McLeod Lake Indian Band and receive land in severalty.

_____ YES

_____ NO

I sign this Election of my own free will and volition.


I either do not require or have received the services of a translator.

I make this declaration and election conscientiously believing it to be true.

EXECUTED BEFORE ME at _____,)
in the Province of British Columbia, this _____)
day of _____, 199____.)

Member's Signature

A Commissioner for the taking of oaths in the
Province of British Columbia)

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(To be Signed by Legal Representatives)

**In the Matter of the McLeod Lake Indian Band
Treaty No. 8 Adhesion and Settlement Agreement
(the "Agreement")**

Election for Reserve Land or Lands in Severalty

I/we, _____ [names], of _____ [name of
city, town...], in the Province/State of _____, do solemnly declare that
I/we are guardian(s) of the following members of the McLeod Lake Band:

Name	Date of Birth	Date and Method of Appointment

IF AND ONLY IF the Agreement is ratified by the eligible members of the McLeod Lake Indian Band **AND** all three parties have executed the Agreement, then I/We, on behalf of the above-named members, wish for them to live separate and apart from the McLeod Lake Indian Band and receive land in severalty.

_____ YES _____ NO


I/we sign this Election of my/our own free will and volition.

I/we either do not require or have received the services of a translator.


I/we make this solemn declaration and election conscientiously believing it to be true.

EXECUTED BEFORE ME at _____,)
in the Province of British Columbia, this _____)
day of, 199____.)

Signature

ADA 

Signature

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ATTACHMENT 'C'

McLEOD LAKE INDIAN BAND TRUST AGREEMENT

AMONG:

McLEOD LAKE INDIAN BAND

(hereinafter referred to as the "Band")

OF THE FIRST PART

AND:

_____ and

(hereinafter individually referred to as a "Trustee" and collectively referred to as the "Trustees")

OF THE SECOND PART

WHEREAS:

- A. The Band entered into a Settlement Agreement with Canada and British Columbia pursuant to which Canada and British Columbia agreed to fulfil their respective outstanding land and related obligations under Treaty No. 8 to the Band;
- B. By the Settlement Agreement, the Band will receive from Canada and British Columbia monies including a cash component, stumpage payments, royalty payments and an amount toward costs.
- C. The Band and the Trustees wish to create the McLeod Lake Indian Band Trust for the use and benefit of the Band;
- D. All Settlement Monies, after deducting certain specific amounts which are identified herein, will be deposited into the Trust Capital Account of the said Trust;

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- E. The Band and the Trustees intend that the Settlement Monies and the other property delivered to the Trustees are assets for the use and benefit of the Band and both its present and future members, as Beneficiary, to be administered by the Trustees upon the trusts herein contained and subject to the terms and conditions hereinafter set out; and
- F. By ratification vote held on the ____ day of November, 1999, the majority of the Members of the Band assented to and approved the execution and delivery of this Agreement, and have authorized and directed the Council to sign and deliver this Agreement and all related documents;

NOW, THEREFORE, in consideration of the premises and of the respective covenants and agreements hereinafter set forth, the parties covenant and agree as follows:

PART I - INTERPRETATION

1 INTERPRETATION

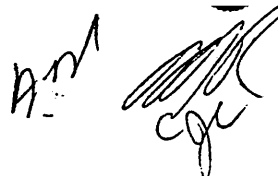
1.1 Definitions:

In this Agreement, the following capitalized terms will have the following meanings, namely:

- (a) "Agreement", "this Agreement", "hereto", "hereof", "herein", "hereunder", "hereby" and similar expressions refer, unless otherwise expressly stated, to this agreement, including the recitals and the Schedules attached hereto, and not any particular article, section, subsection, paragraph or other subdivision hereof or thereof;

AND 

- (b) "Authorized Expenses" means, collectively, those expenses reasonable or necessary for the operation of the Trust including the payment of the fees of the Corporate Trustee, honorariums to individual Trustees and expenses incurred by the Council in respect of matters relating to the Trust;
- (c) "Authorized Investments" means any of those instruments which the Trustees are authorized to purchase, in accordance with the terms hereof, with funds from the Trust Capital Account or the Trust Revenue Account, and which authorized forms of investment are more particularly set forth in Schedule "A" hereto;
- (d) "Band" means the McLeod Lake Band of Indians, being the party of the first part;
- (e) "Band Benefit" means a non-business activity or undertaking which is intended to provide economic or social benefit to the Band or Members, generally coming within one of the following categories:
 - (i) education and vocational training;
 - (ii) housing on and off Reserve;
 - (iii) Band governance and administration including construction of facilities;
 - (iv) social, cultural and recreational programs, including construction of facilities;
 - (v) Elders Payments;
 - (vi) purchase of lands, buildings, equipment and related assets for the benefit of the Band;

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- (vii) loans, mortgages and grants to Members for education, housing, health or similar purposes;
 - (viii) payments required to be made by the Band to the Rectification Fund;
 - (ix) payments of an equal amount to all Band Members age 19 and older who have not elected land in severalty under the Settlement Agreement;
 - (x) payments to Band Members on reaching their 19th birthday as a continuation of the Band per capita distribution program provided for in Section 3.1(c) which payments may be adjusted for inflation; and
 - (xi) loans to the Trustees pursuant to Section 10 of this Agreement.
-
- (f) "Band Development" means a business activity in which the Band or one or more Members have a financial interest for which use of Trust Property has been approved pursuant to the provisions of Section 9;
 - (g) "Band Project" means an activity or undertaking which qualifies as a Band Benefit or a Band Development;
 - (h) "Beneficiary" means the Band in its capacity as the beneficiary of the Trust;
 - (i) "Canada" means Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development unless the context requires otherwise;
 - (j) "Corporate Trustee" means a corporation licenced to carry on the business of a trust company under the laws of Canada or a province appointed to act as a Trustee herein as provided in Article 11;

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- (k) "Council" means "council of the band" as defined in the *Indian Act (Canada)* R.S.C. 1985, c. I-5 of McLeod Lake;
- (l) "Disbursement Date" means the last business day of each Fiscal Year;
- (m) "Elders Payments" means equal payments made from time to time to all Members of the Band aged 55 years or older;
- (n) "Fiscal Year" means such period of not more than twelve months as may be established by the Trustees from time to time as the fiscal year of the McLeod Lake Indian Band Trust and, unless otherwise established by the Trustees and permitted for the purposes of the *Income Tax Act*, the fiscal year will terminate on the 31st day of December of each year;
- (o) "Forest Resources" means the interest acquired by the Band under the Settlement Agreement in the forest resources situate on the Reserve;
- (p) "Member of the Band" or "Member" means "member of a band" as defined in the *Indian Act*;
- (q) "Mineral Resources" means the interest acquired by the Band under the Settlement Agreement in the Mineral Resources or Excluded Resources as defined therein;
- (r) "Net Income" means the taxable income determined by the auditors of the Trust for any particular Fiscal Year for purposes of the *Income Tax Act* and, without limiting the generality of the foregoing, includes taxable dividends, capital dividends, stock dividends and taxable capital gains all within the meaning of those terms in the *Income Tax Act*;

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- (s) "Person" means any individual, proprietor, corporation, partnership, trust, joint venture, unincorporated organization, Indian Band, union or a governmental body and their respective heirs, legal representatives, successors and assigns;
- (t) "Rectification Fund" means the account established under Section 3.1(f) of this Agreement to be administered as provided in Article 8.
- (u) "Reserve" has the meaning ascribed thereto in the *Indian Act* for the tract of the land that has been set apart by Canada for the use and benefit of the McLeod Lake Indian Band;
- (v) "Right of Way Revenues" means the payments or taxes received by the Band from Westcoast Energy Inc., Federated Pipelines (Western) Ltd. or any other Person for the use of utility rights of way on lands purchased by the Band with Settlement Monies as authorized by Section 3.1(b)(ii).
- (w) "Schedule" means a schedule to this Agreement;
- (x) "Settlement Agreement" means the McLeod Lake Indian Band Treaty No. 8 Adhesion and Settlement Agreement entered into on the • day of •, 199• among the Band, British Columbia and Canada;
- (y) "Settlement Monies" means those monies paid to the Band by British Columbia and Canada in accordance with the Settlement Agreement, including a cash component, stumpage and royalty payments and contribution to costs;
- (z) "Termination Date" means the date upon which the earliest of the following will occur:

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- (i) the date which is twenty-one (21) years after the date of the death of the last surviving issue of Her Majesty Queen Elizabeth II, alive or *en ventre sa mere*;
 - (ii) the end of the applicable statutory perpetuity period, if any; or
 - (iii) such earlier date as the Trustees will determine and which is authorized by not less than 75% of the Members 18 years of age or older voting in favour at a referendum held for such purpose provided that no referendum may be held for such purpose before the 7th anniversary of the date of this Agreement;
- (aa) "Trust" means the McLeod Lake Indian Band Trust created by this Agreement;
- (bb) "Trust Capital Account" means the account so titled to be established by the Trustees pursuant to this Agreement and includes the monies on deposit in the account designated as the Trust Capital Account or other investments of the Trustees made from funds deposited to the Trust Capital Account;
- (cc) "Trust Property" means the Settlement Monies deposited to the Trust Capital Account, the Net Income hereinafter earned by the Band from Forest Resources and Mineral Resources as a result of rights acquired by the Band under the Settlement Agreement and the Right of Way Revenues and includes all monies now or hereafter on deposit in the Trust Capital Account and the Trust Revenue Account (which for greater certainty includes any and all investments in which the monies in the Trust Capital Account or the Trust Revenue Account may from time to time be invested hereunder by the Trustees as specified herein) as well as any additions or accruals thereto and also includes, without limitation, all interest revenue and other income realized thereon, and the net proceeds of sale of any

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investment and all sums contributed or loaned to the Trust pursuant to this Agreement;

- (dd) "Trust Revenue Account" means the account so titled, to be established by the Trustees pursuant to this Agreement and includes the monies on deposit in the Trust Revenue Account or other investments of the Trustees made from funds deposited to the Trust Revenue Account;
- (ee) "Trustees" means collectively those individuals and corporations appointed or elected to act as a Trustee pursuant to this Agreement, and any individuals or corporations from time to time thereafter appointed or elected or substituted therefor, and "Trustee" means anyone of such Trustees being the party of the second part; and
- (ff) "Trustee's Certificate" means the certificate to be provided by the Trustees from time to time certifying the names of the then current Trustees and evidencing their signatures.

1.2 **Income Tax Act:** In this Agreement, any reference to the *Income Tax Act* will refer to the *Income Tax Act*, R.S.C, 1985 c.1 (5th Supplement) and the Income Tax Regulations thereunder, both as amended or replaced from time to time.

1.3 **Gender:** In this Agreement, unless herein otherwise expressly provided or unless the context otherwise requires, words importing the singular number include the plural and vice versa, words importing a gender will include the feminine, masculine and neuter genders and words importing persons include an individual, partnership, association, body corporate, trustee, executor, administrator or legal representative.

1.4 **Headings for Reference Only:** The division of this Agreement into articles and sections and the provision of a table of contents and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement.

1.5 **Time of the Essence:** Time will be of the essence in this Agreement.

1.6 **Governing Law:** This Agreement will be governed by and construed in accordance with the laws of British Columbia and the laws of Canada applicable therein.

PART II - TRUST ARRANGEMENTS

2 **CREATION OF McLEOD LAKE INDIAN BAND TRUST**

2.1 **Band Goal:** The goal of the Band is to obtain sufficient land and resources to be economically self-sufficient with the means to live in dignity and assume responsibility for its economic, political, cultural and social development within the context of Canadian society.

The Band wishes to play a significant role in the regional economy of northern British Columbia. To do so it needs an educated and trained workforce. The Band intends to create a model community on Reserve with a full range of municipal, educational, social and cultural activities which will benefit the Band, encourage Members living on Reserve to remain and encourage members living off Reserve to return to McLeod Lake. Those Members who choose to live off Reserve will be afforded opportunity for education and training to benefit them and the Band. Band services will be provided to all Members no matter where they reside. It is the intention that Members will regain an awareness of their language, culture and history while being educated and trained to compete in the modern world economy.

2.2 **Purpose and Object:** The purpose and object of this Trust is as follows:

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- (a) to use Trust Property for the use and benefit of the Band and the present and future generations of Members;
- (b) to ensure that the Trust Property is invested prudently and profitably;
- (c) to prevent the Trust Property from being dissipated through corruption or financial mismanagement;
- (d) to ensure that the wealth generated from Trust Property benefits equitably and fairly the Band and all Members;
- (e) to preserve Trust capital for future generations of Members;
- (f) to improve the quality of life for all Members;
- (g) to enable the Council to govern effectively while providing a measure of control, scrutiny and advice concerning the investment and expenditure of the Trust Property; and
- (h) to assist the Council to achieve the Band goal.

2.3 **Beneficiary of Trust:** The Trustees hereby declare and agree to hold the Trust Property in trust for the use and benefit of the Beneficiary subject to the terms and conditions and with the powers set out and contained herein.

2.4 **Location of Records:** All records relating to the Trust will be kept at such location on a Reserve as the Trustees will determine from time to time, by resolution in writing. Duplicate records may be maintained at an off Reserve location.


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[Signature]

2.5 **Nature of Relationship:** The Trust is an unincorporated trust established to benefit the Band and its Members and nothing contained in this Agreement is intended to constitute nor will it be deemed to constitute a general partnership, limited partnership, syndicate, association, joint venture, company or corporation.

2.6 **Application of Section 90 Indian Act:** The payment by Canada of its portion of the Settlement Monies to the Trust pursuant to the Settlement Agreement is being made to the Band by Canada and is received by the Trustees at the direction of the Band in accordance with Section 90 of the *Indian Act*, notwithstanding the Band's direction that such monies be disbursed as provided by Section 3 of this Agreement.

2.7 **Assets Forming Trust Property:** The Trust Property will, initially, be the Settlement Monies paid by Canada and British Columbia and thereafter such other monies and investments as are held in the Trust Capital Account and the Trust Revenue Account from time to time, including monies invested by the Trustees pursuant to the terms hereof and monies disbursed to and loaned or re-contributed by the Band from disbursements of Net Income.

2.8 **Forest Resources, Mineral Resources and Right of Way Revenues:** The Net Income of the Band in each Fiscal Year from Forest Resources and Mineral Resources and the Right of Way Revenues will be paid by the Band to the Trustees and deposited in the Trust Revenue Account. Such monies will, for the purposes of this Agreement, form part of the Trust Property to be invested and disbursed in accordance with the provisions of this Trust. If any portion of the Net Income from the Forest Resources and Mineral Resources or the Right of Way Revenues is required by the provisions of the *Indian Act*, the *Financial Administration Act* or otherwise to be delivered to Canada, the Band and Council shall use their best efforts to cause such monies to be transferred to the Trustees which monies upon receipt will be dealt with in accordance with the provisions of this Agreement.

AND 

2.9 **Beneficial Ownership:** All beneficial right, title, interest and benefit in and to the Trust Property will vest in the Beneficiary.

2.10 **Legal Ownership:** Subject to the terms hereof, all legal right, title, interest and benefit in and to the Trust Property will vest in the Trustees and there will be no power of revocation except as may be expressly provided for in this Agreement.

2.11 **Term of Trust:** This Trust will remain in force and effect from the date of execution until the Termination Date at which time the Trust Property will be dealt with in such manner as will be determined by a majority of the Members 18 years of age or older voting in favour at a referendum held for that purpose.

3 **USE OF THE SETTLEMENT MONIES**

3.1 **Initial Use of Settlement Monies.** The Trustees will receive the Settlement Monies in trust for the benefit of the Beneficiary and use them as follows:

(a) **Negotiation and Litigation Expenses:** The Trustees will pay to the Band an amount on account of outstanding professional fees and disbursements owing by the Band in respect to litigation, research, negotiation, settlement and implementation of the Settlement Agreement. Amounts which are not outstanding at the date Settlement Monies are received will be paid at a later date out of the Trust Capital Account. The Council will provide the Trustees with a statement setting out the total amount of such expenses which will be immediately paid by the Trustees.

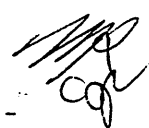
(b) **Real Property Acquisitions:** The Trustees will pay the Band:

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- (i) an amount or amounts equal to the purchase price of real property which the Band has acquired the right to purchase under the Settlement Agreement including those lands at Summit Lake and McKenzie Junction; and
- (ii) an amount or amounts equal to the purchase price of the interest in land owned by British Columbia which are subject to rights of way in favour of Westcoast Energy Inc. and Federated Pipelines (Western) Ltd.

such payment to be made upon receipt of the Settlement Monies or at such later date out of the Trust Capital Account. At the time of requesting the payment the Council will confirm the amount and that the purpose for which the proceeds are to be used.

- (c) **Per Capita Distribution:** The Trustees will pay to each Member aged 19 years and older who has not elected under the Settlement Agreement to take land in severalty, the amount of \$25,000 as a per capita distribution from the Settlement Monies.
- (d) **Band Administration Payment:** The Trustees will pay the Band an amount equal to the estimate of the Council of the cost to implement the Settlement Agreement. The Council will provide the Trustees with an accounting on the use of such funds within 12 months of the date of payment and will return any overpayment. If it is subsequently determined that the expenses exceed the estimate, the Trustees will pay the Band an amount equal to the shortfall from the Trust Capital Account.
- (e) **Legal Fees and Disbursements:** The Trustees will pay Russell and DuMoulin the amount due and owing for services rendered to Alec Chingee, Sharon Solonas,

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Tania Solonas, Elizabeth Solonas and Patrick Prince in their capacities as Chief and Councillors of the McLeod Lake Indian Band in respect of the governance dispute with Harry Chingee, Victor Chingee, Gilbert Chingee, the Minister of Indian and Northern Affairs and Attorney General of Canada which was the subject matter of Federal Court of Canada Action No. T-2327-97 and such other amounts, if any, to other persons in reimbursement of amounts paid by them to Russell & DuMoulin on account of these services.

- (f) **Rectification Fund:** The Trustees will deposit \$1,000,000 to a separate account with a financial institution designated by the Council to be identified as the Rectification Fund. Such monies to be used for the purposes set out in Section 6.5 of the Settlement Agreement and to be administered as provided in Article 8 of this Agreement.
- (g) **Trust Capital Account:** The Trustees will deposit the portion of the Settlement Monies not required for immediate payment under Section 3.1(a) to (f) into the Trust Capital Account.

4 **TRUST ACCOUNT - PURPOSE AND USE OVERVIEW**

4.1 **Trust Accounts - Overview:** The Trustees will hold funds in one of two accounts - the Trust Capital Account and the Trust Revenue Account.

4.2 **Trust Capital Account - Overview:** The Trust Capital Account is to receive the net Settlement Monies (after payment of the amounts identified in Section 3.1(a) to (f)). The principal amount of the Trust Capital Account will not be available for use of present Members. It will be kept invested so that it will earn income for future generations. By executing this agreement the Band agrees to loan an additional amount to the Trust each year in the amount set

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out in Section 10 to insure that the principal amount of the Trust Capital Account increases each year.

4.3 **Trust Revenue Account - Overview:** The Trust Revenue Account is to receive the income earned from the Trust Capital Account and the net revenues generated from Forest Resources and Mineral Resources and any Right of Way Revenues. The funds in the Trust Revenue Account will be available for payment of expenses related to operation of this Trust and for disbursement to the Band or Members as the Council will direct provided that the use will qualify as a Band Project. This limitation is to ensure that the income earned as a result of Settlement Agreement is used in a manner consistent with Band goals.

5 **TRUST CAPITAL ACCOUNT - INVESTMENT AND USE**

5.1 **Investment:** Monies in the Trust Capital Account may only be invested in Authorized Investments as set out in Schedule "A".

5.2 **Use - Principal:** The principal of the Trust Capital Account must be kept in Authorized Investments at all times. The principal will include the net Settlement Monies and the loans by the Band as provided in Section 10.

5.3 **Use - Income:** The Net Income of the Trust Capital Account will be disbursed on the Disbursement Date of each Fiscal Year to the Beneficiary by the procedure set out in Section 7. Disbursement will be made by transfer from the Trust Capital Account to the Trust Revenue Account.

6 **TRUST REVENUE ACCOUNT - INVESTMENT AND USE**

6.1 **Investment:** Monies in the Trust Revenue Account may only be invested in Authorized Investments as set out in Schedule "A".

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6.2 **Use - Principal and Income:** Both the principal and interest in the Revenue Account is available for use:


- (a) for payment of Authorized Expenses; and
- (b) for Band Projects.

7 **TRANSFER OF FUNDS - PROCEDURE**

7.1 **Annual Disbursement of Net Income:** The Net Income of the Trust will be estimated prior to the end of the Fiscal Year by the Trustees in accordance with the applicable provisions of Part I of the *Income Tax Act* regarding the calculation of taxable income of a trust. The estimate will thereafter be reviewed and either confirmed or adjusted for the Fiscal Year by the auditors of the Trust. The final determination of the Net Income of the Trust by the auditors will be final and binding on the Trustees and the Band. On the last business day of each Fiscal Year ("Disbursement Date") the Net Income will be due and payable to the Beneficiary and will be delivered to the Beneficiary, as soon as practicable on or after the Disbursement Date, by way of a transfer of an amount of funds equal to such Net Income from the Trust Capital Account to the Revenue Account.

If, because of the nature of the investments held in the Trust Capital Account immediately prior to the end of the Fiscal Year, it is not possible to effect a transfer of monies equal to the Net Income, the Trustees will issue an unrestricted demand promissory note to the Beneficiary for the amount of the shortfall. Payment of the note will be effected by transfer of an amount equal to the promissory note from the Trust Capital Account to the Trust Revenue Account as soon as possible after the end of the Fiscal Year.

The funds represented by the promissory note will be treated as part of the Trust Revenue Account and are available for immediate use as provided by Section 6.2. If the auditors

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determine the Net Income to be different from the Trustees' estimate, the amount of the difference will be paid forthwith by transfer between the Trust Revenue Account to the Trust Capital Account.

8 **RECTIFICATION FUND**

8.1 **Disbursement from Fund:** The Rectification Fund established under Section 3.1(f) will be administered by the Band on the following terms and conditions:

- (a) income earned in the account will be for the benefit of the Band and will be disbursed to the Band on the Disbursement Date; and
- (b) except for the disbursement of income as provided in (a), the Band will not pay any monies out of the Rectification Fund except for the purpose of rectifying a deficiency as provided by Section 6.5.10 of the Settlement Agreement.

8.2 **Payment to Fund:** The Band will make payments to the Rectification Fund at the following times in the following amounts:

- (a) forthwith following the payment of an amount out of the Rectification Fund to rectify a deficiency as provided by Section 8.1(b). The amount of the payment will be equal to the amount of the payment out of the fund; and
- (b) annually, forthwith after the end of a Fiscal Year of an amount which is a percentage of the amount in the Rectification Fund at the end of the Fiscal Year (assuming all payments owing by the Band under Section 8.2(a) have been made). The percentage will be equal to the percentage increase in the cost of living as determined by Statistics Canada (British Columbia - all items) between the end of such Fiscal Year and the end of the previous Fiscal Year.

8.3 **Investment of Fund:** The monies in the Rectification Fund will be invested in Authorized Investments.

8.4 **Payment of Fund Expenses:** The costs of administration of the Rectification Fund will constitute Authorized Expenses and will be paid out of the Trust Revenue Account.

8.5 **Compliance:** The Band will provide the Trustees annually with an accounting of the Rectification Fund to confirm compliance with the terms of this Agreement and the Settlement Agreement. If the Band fails to provide such accounting or fails to comply with the terms of this Agreement and Settlement Agreement the Trustees may take such steps as they consider reasonable or necessary to enforce compliance.

9 **BAND PROJECT - PROCEDURE FOR DISBURSEMENT**

9.1 **Source and Use of Funds:** The Trustees are hereby authorized and empowered to use Trust Property in the Trust Revenue Account for a Band Project.

9.2 **Procedure of Disbursement:** The procedures to be followed by the Trustees for application of funds will be as follows:

- (a) the Council will not request funds from the Trustees for a Band Project unless and until it has first applied for such grants or other funding as may be available for such Band Project from provincial and federal government sources and has obtained responses confirming the amount of funds available from such sources;
- (b) except as provided by Section 10.3 the Trustees may not transfer funds to the Council for a purpose which qualifies as a Band Benefit if the particular Band Benefit program for which the request is made will in the opinion of the Trustees require the payment of more than \$250,000 in any Fiscal Year during which such

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Band Benefit program is in effect. This restriction will not apply if the terms and conditions for the use of the funds and the maximum amount to be paid by the Trustees in each Fiscal Year or in total has been authorized by a majority of the Members 18 years of age and older voting in favour at a referendum held for such purpose;

- (c) the Trustees may not transfer funds of more than \$250,000 from the Trust Revenue Account for a particular Band Development (in one Fiscal Year or in total over a number of Fiscal Years) unless the terms and conditions for the use of such funds and the amount to be paid by the Trustees has been authorized by a majority of the Members 18 years of age and older voting in favour at a referendum held for such purpose;
- (d) the Trustees may not use funds from the Trust Revenue Account for a Band Project unless the Trustees have received a written request from the Council outlining the purpose for which the money is requested, the criteria for access to and expenditure of the money, the terms and conditions for the expenditure and the benefit to be derived by the Band or its Members. The Council will also confirm in writing that it has complied with the conditions set out in Section 9.2(a). The Council will produce proof that the request was approved for submission to the Trustees by the Council at a duly convened meeting of Council with a quorum of Council members in attendance.
- (e) the request of Council referred to in section 9.2(d) will be accompanied by such documentation, including appraisals, business plans, pro forma financial statements, valuations, professional reports or recommendations reasonably necessary to confirm the information set out in the request;

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- (f) the Trustees shall be entitled to request and the Council will be obliged to provide such further information or documents as the Trustees deem reasonable or necessary to confirm that:
 - (i) the proposed use will qualify as a Band Project; and
 - (ii) that the amount of funds requested for the particular Band Project is a reasonable estimate and will not result in payment of an amount that is excess of or insufficient for the needs of the Band Project;
- (g) if the Trustees do not receive such additional information or documents requested by Section 9.2(f), the Trustees may refuse to provide the funds requested by Council. Such refusal shall be in writing and set out the reasons for same. If the Council subsequently supplies such information or documents, the Trustees shall reconsider the Council's request;
- (h) if after the receipt of requested information the Trustees conclude that the proposed use of the funds:
 - (i) will not qualify as a Band Project;
 - (ii) will qualify as a Band Benefit but no referendum pursuant to Section 9.2(b) has been carried out or will qualify as a Band Development but no referendum pursuant to Section 9.2(c) has been carried out; and
 - a) the total of the funds requested by the Council is more than applicable limit for a non-referendum transaction; or
 - b) the total funds requested from the Trust is less than the applicable limit for a non-referendum transaction but the total cost of the


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Band Project will be greater than the applicable limit and the sources of the balance of the funds has not been confirmed; or

- (iii) the funds requested are insufficient or in excess of the amount reasonably necessary to carry out the Band Project and such difference cannot in the option of the Trustees be justified as a difference in opinion between the persons estimating the cost of the Band Project,

the Trustees shall refuse to transfer the requested funds to the Band. Where such refusal is made the Trustees will provide the reasons in writing for such refusal.

- (i) if such refusal is issued pursuant to Sections 9.2(h) then the Council may following a duly convened meeting of the Council not less than 30 days after notice of such refusal has been made make a second request which has been modified to address the reasons for refusal of the original application. If the Trustees are of the opinion that such modified application will qualify as a Band Project or that the amount requested accurately reflects the amount required for the proposed Band Project, the Trustees will transfer the funds to the Band.
- (j) if such refusal is issued pursuant to 9.2(h)(ii) due to unsatisfactory information as to the sources for the balance of the funds and the Trustees receive reasonable evidence that the other sources of funds to cover the balance of the cost are confirmed, the Trustees will transfer the funds to the Band.
- (k) the Trustees will be entitled to an accounting from the Band to ensure that the funds have been used in accordance with the terms of this Agreement. If, in the Trustees' opinion, such accounting is not satisfactory, they may demand such additional information and documents as they consider necessary including such books and records, as would permit the Trustees to obtain an independent audit.

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The Trustees shall also demand return of such funds that have not been properly accounted for and the Band shall forthwith pay such amount.


10 **ANNUAL LOAN BY BAND TO TRUST**

10.1 **Amount of Loan:** The Band hereby agrees to advance an amount to the Trust each year by way of loan which amount shall form part of the Trust Capital Account. The amount of the loan will be advanced forthwith after the end of each Fiscal Year. The amount of the loan will be determined by Council within 90 days of the end of the Fiscal Year but shall not for any Fiscal Year be less than:

- (a) 15% of the Net Income received in the immediately preceding Fiscal Year from Forest Resources and Mineral Resources;
- (b) 100% of Right of Way Revenues; and
- (c) a percentage of the amount in the Trust Capital Account at the end of the immediately preceding Fiscal Year, which percentage is three percent per annum higher than the percentage by which the consumer price index published by Statistics Canada (all items - British Columbia) for the end of such Fiscal Year has increased over the amount of such index at the end of the previous Fiscal Year.

10.2 **Date of Payment:** The loan hereunder will be repayable without interest on the Termination Date.

10.3 **Payment from Trust Revenue Account:** The Band may direct the Trustees to use funds in the Trust Revenue Account for the purposes of the loan. The use of the funds for this purpose

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will qualify as a Band Benefit. Notwithstanding Section 9.2(b) no referendum will be required when funds in the Trust Revenue Account are used for the purposes of a loan pursuant this Section 10.

10.4 **Set-Off for Non-Payment:** If the amount of the loan has not been determined by Council and advanced by the Band within 90 days of the Fiscal Year end, the Trustees will obtain the amount of the loan as determined by Council or if no determination has been made the minimum amount for the Fiscal Year calculated pursuant to Section 10.1 by way of set-off from funds otherwise payable to the Band which will include monies in the Trust Revenue Account even though the Council has not made application for use of such funds pursuant to Section 9.2(d).

11 **APPOINTMENT AND REPLACEMENT OF TRUSTEES**

11.1 **Conditions of Appointment:** The appointment of Trustees will be as follows:

- (a) The Trustees will consist of six individual Trustees and one Corporate Trustee which is independent of the Band.
- (b) The first Trustees will be those who are appointed as trustees under this Agreement.
- (c) All individual Trustees will thereafter be elected by the Members for the same terms and at the same time as elections are conducted for Council.
- (d) The Corporate Trustee will be a corporation licenced to act as a trust company under the laws of Canada or a province. The Corporate Trustee will be appointed from time to time by the Council and on such terms and conditions as may be agreed upon between the Trustees and Council.

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- (e) The Trustees each accept their appointment as Trustee, accept the duties and obligations as Trustee contained herein, and agree to observe and carry out the same according to the terms and conditions hereof.
- (f) No Trustee may, while he holds office as such, be a member of the Council.

11.2 **Remuneration:** The following rules apply in respect to remuneration of Trustees:

- (a) The remuneration of the Corporate Trustee will be such amount as is agreed upon from time to time between the Corporate Trustee and Council.
- (b) The individual Trustee will be paid an honorarium as may be established from time to time by the Council. The amount of the increased honorarium may vary between Trustees, having regard for the time and effort involved.
- (c) All Trustees will be reimbursed for reasonable expenses incurred by them.

11.3 **Qualifications - Individual Trustees:** Each individual Trustee must be a Member and must satisfy the following qualifications throughout the term of his or her appointment:

- (a) be 19 years of age or older;
- (b) not have been found incapable of managing his or her affairs by reason of mental infirmity;
- (c) not be an undischarged bankrupt;
- (d) not have been convicted of:
 - (i) an indictable offence; or

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- (ii) a summary offence involving fraud, theft or false pretences unless 10 years have elapsed between the date of the most recent conviction and the date that such Trustee is first elected or appointed under this Agreement.

The appointment or election of a person in default of such qualifications is void but any decisions of the Trustees during the period such individual was acting as Trustee shall remain in force and effect unless set aside by order of the Supreme Court of British Columbia.

11.4 **Replacement of Trustees:** The Council will forthwith (and in any event within 30 days) appoint a person to act as a replacement Trustee upon the resignation, removal or death of a Trustee, for the balance of the replaced Trustee's term of office. The replacement Trustee must meet the same residential and independence requirements as the replaced Trustee.

11.5 **Retirement of Trustees:** A Trustee will serve for his or her elected term or terms unless:

- (a) he or she dies;
- (b) he or she resigns;
- (c) he or she fails, without reasonable excuse, after receipt of appropriate prior notice thereof, to attend 3 consecutive meetings of the Trustees; or
- (d) he or she ceases to satisfy the qualifications of a Trustee as set out in section 11.3.

11.6 **Training:** Following each election of individual Trustees, the Corporate Trustee will arrange a seminar for the purposes of:

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- (a) familiarizing the individual Trustees on the terms of the Trust, the responsibilities of the Trustees and the procedures for making and implementing Trustee decisions;
- (b) providing details of the Trust's financial position; and
- (c) such other issues as may assist the individual Trustees to perform their duties.

12 POWERS OF TRUSTEES

12.1 Detailed Powers: Subject to the terms hereof, the Trustees are specifically authorized and empowered to;

- (a) invest monies on deposit in the Trust Capital Account or the Trust Revenue Account by purchase of Authorized Investments.
- (b) retain, dismiss and replace independent advisors (including, without limiting the generality of the foregoing, legal counsel, accountants and auditors, bookkeepers, investment advisors, realtors, appraisers, property managers, auctioneers, architects and engineers) to assist the Trustees in carrying out their responsibilities and obligations under this Agreement. The Trustees may but will not be bound to act upon the advice of such advisors and will not be responsible for any loss caused by so acting (or not so acting) provided the decision to so act (or not so act) was reasonable in the circumstances;
- (c) establish the Trust Capital Account and the Trust Revenue Account and, subject always to the provisions of this Agreement, make such reasonable arrangements governing banking procedures as they from time to time deem advisable provided

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that the arrangements for withdrawal of funds from such accounts must be in compliance with the provisions of section 17.1 (a);

- (d) institute, prosecute and defend any suits or actions or other proceedings affecting them or the Trust Property or any part thereof, and make application to any court of competent jurisdiction in respect of this Agreement;
- (e) as required pursuant to Section 15.1(a) of this Agreement, engage and pay for the services of a qualified independent auditor to issue an audit report;
- (f) execute all documentation reasonably necessary or incidental to the proper and effective administration of the Trust accounts or the Trust Property generally;
- (g) in respect of any corporation, trust, firm, association or organization in which the Trustee as trustee hereof may from time to time be interested, to enter into all and any arrangements with such corporations, trusts, firms, associations or organizations as it might have done had it held its interest otherwise than as a trustee including, without limiting the generality of the foregoing, pooling agreements, voting trust agreements, buy and sell agreements, and shareholders agreements of any nature or kind whatsoever;
- (h) to vote as the Trustees see fit, in person or by proxy in respect of shares, units in unit trusts or mutual funds, or other securities comprised in the Trust Property and to delegate its discretionary powers in respect thereof and to exercise all rights attaching to any such shares, units or other securities comprised in the Trust Property and to make payment therefor and to consent to or participate in dissolutions, reorganizations, consolidations, mergers or sales affecting such shares, units or other securities comprised in the Trust Property and in such connection to pay assessments, subscriptions and other charges;

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- (i) to vote for the election of nominees of the Trustees to any executive office or to membership on any board of directors or executive or other committee of any corporation, the shares or other securities of which are comprised in the Trust Property and to authorize such nominees to serve in any such office or on any such board or committee and to accept and receive remuneration for such services without affecting its compensation as Trustees;
- (j) to cause legal title to any part of the Trust Property to be held by and/or in the name of the Trustees, or except as prohibited by law, by and/or in the name of the Trust or any other Person, upon such terms, in such manner and with such powers vested in such Person as the Trustees will see fit and with or without disclosure that the Trustees as trustee hereof is interested therein, provided that should legal title to any part of the Trust Property be held by and/or in the name of any Person other than the Trustees, the Trustees will require such Person to execute a declaration of trust acknowledging that legal title to such assets is held in trust for the benefit of the Trustees;
- (k) to collect, sue for and receive all sums of money coming due to the Trustees as trustee and to engage in, intervene in, prosecute, join, defend, compromise, abandon or adjust, by arbitration or otherwise, any action, suit, proceeding, dispute, claim, demand or other litigation, regulatory or judicial, relating to the Trust, the Trust Property or the affairs of the Trust, and to enter into agreements therefor, whether or not any suit or proceeding is commenced or claims asserted and, in advance of any controversy, to enter into agreements regarding the arbitration or settlement thereof;
- (l) to establish accounts with any chartered bank, credit union, loan or trust company or other financial institution and deposit any cash comprised in the Trust Property to such account upon such terms and conditions as the Trustee will see fit;

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- (m) to incur and pay out of the Trust Property any charges, expenses or disbursements which are, in the opinion of the Trustees, necessary or incidental to or desirable for the carrying out of any of the purposes of the Trust or conducting the business of the Trust, including, without limitation, taxes, duties, charges and assessments of whatever kind or nature, imposed upon or against the Trustees in any part of the world in connection with the Trust or any part of the Trust Property or upon or against any part of the Trust Property;
- (n) to renew, modify, release, waive, compromise, extend, consolidate or cancel in whole or in part, any obligation owed to the Trustees by any person and, where relevant, any obligation owed by the Trustees to any person;
- (o) to appoint, employ or engage any person to assist the Trustees in all matters relating to the Trust and the management and administration thereof, including matters which the Trustees, where an individual, could undertake in person, and to pay such person reasonable remuneration from the Trust Property; and
- (p) to do all such other acts and things as are incidental to the foregoing, and to exercise all powers which may be necessary or useful to promote or carry out any of the purposes of the Trust, and to promote or carry out the provisions of this Agreement.

13 CONDUCT OF MEETINGS OF TRUSTEES

13.1 The Trustees will meet at least quarterly and the conduct of all meetings of Trustees will be governed by the following rules:

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- (a) the quorum for meetings of Trustees will be 4 Trustees, a majority of whom must be resident on Reserve, with each Trustee to be present in person, or attending by telephone or other communication facility which permits each Trustee to communicate with all other Trustees at the meeting;
- (b) the Corporate Trustee will be represented by one or more employees at each meeting but all representatives will collectively have only one vote;
- (c) the representative of the Corporate Trustee will be the chairman for each meeting (in this section hereinafter referred to as the "Chairman");
- (d) except as specifically otherwise provided or required herein, all decisions and actions of Trustees will be in accordance with the majority vote of the Trustees at the meeting;
- (e) in case of a tie, the Chairman will cast the deciding vote;
- (f) meetings of the Trustees will be held on any Reserve within British Columbia as the Trustees may determine, and may be held more or less frequently (but in any event at least once per year) as the majority of Trustees may from time to time determine;
- (g) every reasonable effort will be made to hold such meetings at a Reserve of the Band; and
- (h) minutes of decisions taken at all Trustees meetings will be recorded and such record will be circulated to and signed by the Trustees taking part in the meeting.

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14 DUTIES OF TRUSTEES

14.1 Maintenance of Records and Audits: The Trustees will maintain adequate records of all transactions affecting the Trust Property and will cause to be prepared, for each Fiscal Year, audited financial statements prepared in accordance with Canadian generally accepted accounting principles, consistently applied. The Trustees will have each of the financial statements audited by a qualified independent auditor, who will provide a written report on the financial statements for each Fiscal Year to the Trustees and Council, within 90 days of the end of each such Fiscal Year.

14.2 Reports to Council: The Trustees will provide Council with:

- (a) a certified copy of the minutes of each meeting of Trustees; and
- (b) a copy of all ledgers, registers and documents or recordings of transactions affecting the Trust Property as and when requested by Council;

14.3 Attendance at Band Meetings: The Trustees will attend general meetings of Members and Council meetings, when requested by Council, and will report on the administration of the Trust Property in relation to the purposes of the Trust as set forth herein.

14.4 Reports to Band Members: The Trustees will provide the Members who are 18 years of age and older, within 120 days of the end of each Fiscal Year:

- (a) a copy of the audited Financial Statements of the Trust for such Fiscal Year;
- (b) a written report summarizing activities of the Trust during such Fiscal Year together with such other information about the Trust and its activities as the Trustees deem appropriate.

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14.5 **Minutes of Meetings:** The Trustees will make available the minutes of all meetings of the Trustees for inspection by Members during business hours at the location which such records are kept. A Member, upon request, may obtain a copy of the minutes of any such meeting.

15 **CONFLICT OF INTEREST**

15.1 **Duty to Disclose:** A Trustee who:

- (a) is a party to a material contract, or proposed material contract of the Trustees entered into or to be entered into in accordance with the terms and conditions of this Agreement; or
- (b) is a director or an officer of or has a material interest in any Person who is a party to a material contract or proposed material contract of the Trustees entered into or to be entered into in accordance with the terms and conditions of this Agreement;

will disclose in writing to the other Trustees, or will request to have entered in the minutes of meetings of Trustees, the nature and extent of such Trustees' relationship and extent of his or her interest.

15.2 **Timing of Disclosure:** The disclosure required of a Trustee by section 15.1 of this Agreement will be made:

- (a) at the meeting at which a proposed material contract is first considered by the Trustees;
- (b) if the Trustee was not then interested in a proposed material contract, at the first meeting after he or she becomes so interested;

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- (c) if the Trustee becomes interested after a material contract is made, at the first meeting after he or she becomes so interested; or
- (d) if a person who is interested in a material contract becomes a Trustee subsequent to execution thereof, at the first meeting after he or she becomes a Trustee.

15.3 **Exclusion of Discussion:** A Trustee described in Section 15.1 of this Agreement will not take part in discussions or deliberations concerning any such material contract and will not vote on any resolution to approve the same.

15.4 **Method of Disclosure:** For purposes of section 15 a general notice to the Trustees by a Trustee declaring that he or she is a director or officer of, or has a material interest, in a Person and is to be regarded as interested in any material contract made with that Person, is a sufficient declaration of interest in relation to any material contract so made.

15.5 **Effect on Contract:** A material contract is neither void nor voidable by reason of a relationship contemplated in Section 15.1 or by reason only that a Trustee with an interest in the material contract is present at, or is counted to determine the existence of a quorum at, a meeting of Trustees that authorized or approved the material contract if the Trustee disclosed his or her interest in accordance with subsections 15.2(b) or 15.2(d), as the case may be, the material contract was approved by the Trustees and was reasonable and fair at the time the same was approved.

PART III - ACCOUNTS WITH FINANCIAL INSTITUTIONS

16 **OPENING OF ACCOUNTS**

16.1 **Separate Accounts:** The Trustees will cause the following accounts to be opened at a branch of a financial institution designated by the Trustees:

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- (a) Trust Capital Account; and
- (b) Trust Revenue Account.

16.2 **Initial Deposit of Funds:** All Settlement Monies other than those monies to be paid as provided in Section 3.1(a) to (f) will initially be deposited into the Trust Capital Account. The funds may thereafter be placed in Authorized Investments or otherwise dealt with in accordance with this Trust.

16.3 **Banking Documents:** At the time of, or prior to, the opening of the accounts, the Trustees will execute and deliver to the financial institution the following in respect of the operation of the said accounts:

- (a) the financial institution's standard agreement respecting operation of accounts provided that the terms of such agreement do not contradict the provisions of this Agreement; and
- (b) such other certificates, instruments and other documents as the financial institution may reasonably request relating to the operation of the said accounts.

16.4 **Change of Authorized Signatories:** The Trustees will forthwith provide an amended Trustees Certificate (or such similar document as may be required by the financial institution) each time there is a change in the Persons authorized to sign directions on such accounts.

17 **CONDITIONS FOR PAYMENT OF FUNDS BY FINANCIAL INSTITUTION**

17.1 **Payment of Funds:** The terms of the arrangement with the financial institution must only permit the release of monies whether by cheque or otherwise from the Trust Revenue Account or the Trust Capital Account by written authorization of at least two persons - one of the

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signatures being a non-corporate Trustee and a second signature being that of which must be a representative of the Corporate Trustee;

PART IV - GENERAL

18 COUNCIL RESOLUTION REQUIREMENTS

18.1 Any Council Resolution required for the purposes of this Agreement will be passed at a meeting of the Council held in accordance with the procedures prescribed by the *Indian Act*.


19 AMENDMENT

19.1 Amendment by Referendum: This Agreement may be amended by written agreement among each of the parties hereto, provided that execution and delivery of any such amending agreement by the Band has been authorized by a majority of the Members 18 years of age and older voting in favour of a referendum held for such purpose.

No amendment to permit access by the Band to the principal of the Trust Capital Account may be made until after the seventh anniversary of the date of this Agreement and no amendment to this Trust Agreement is permitted at any time which would reduce the principal amount of the Trust Capital Account to an amount which is less than the aggregate of the following:

- (a) the amount of the Settlement Monies remaining (after payment of amounts set out in Sections 3.1(a) to (f)); and
- (b) an amount equal to the interest that would have been earned on such principal amount if it had been invested and earned interest (compounded annually on the last day of each Fiscal Year) expressed as a percentage which is 3% above the

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percentage increase in the consumer price index, if any, between the end of such Fiscal Year and the end of the immediately preceding Fiscal Year as reported by Statistics Canada (British Columbia - all items).

The provisions of this Section 19.1 are unalterable and may not be amended by referendum or otherwise.

19.2 **Amendment - Income Tax Purposes:** It is the intention of the Band and the Trustees that the income earned by the Trust pursuant to this Agreement be exempt from income tax under the *Income Tax Act* (Canada) and any applicable provincial income tax legislation and it is intended that Band will obtain rulings from Revenue Canada at the time that it enters into this Agreement and from time to time thereafter confirming that such income is exempt. If Revenue Canada rules at any time that any income earned by the Trust under this Agreement will not be exempt on a basis proposed by the Band, then the Band and Trustees are authorized to amend this Agreement to the extent reasonable or necessary to obtain a favourable ruling. The Band will not be required to obtain consent from the Members for an amendment under this Section 19.1. Any amendment pursuant to this provision must not be inconsistent with the Band goal and purpose and object of the Trust as set out in section 2.2 of this Agreement.

20 **REFERENDUM**

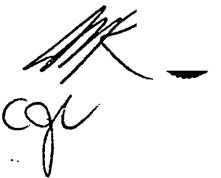
20.1 **Procedure for Referendum:** The following procedures will apply for matters which are required by this Agreement to be determined by referendum:

- (a) a referendum will be conducted by secret mail-in ballot.
- (b) information meetings to explain the referendum will be held at least 30 days before the date of the mail-in deadline at McLeod Lake, Prince George,

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Vancouver, Victoria and Kelowna, British Columbia and any other location directed by the voting officer.

- (c) the Council will at least 90 days before the mail-in deadline appoint a voting officer who will do all things necessary to organize and conduct the referendum.
- (d) the voting officer will mail or deliver a notice of referendum to every Member qualified to vote at least 60 days prior to the mail-in deadline which contains the following information.
 - (i) the dates, times and places of the information meetings;
 - (ii) issue on which referendum is required;
 - (iii) consequences that occur if referendum passes and if it fails;
 - (iv) reasons why referendum has been requested;
 - (v) the mail in deadline for the referendum;
- (e) the voting officer will mail or deliver a mail-in package (if mail, by registered mail) to every Member qualified to vote at least 21 days prior to the mail-in date which package will include the following:
 - (i) a declaration of elector;
 - (ii) text of the referendum;
 - (iii) ballot for indicating yes or no to the proposed referendum;
 - (iv) an envelope to seal the ballot in and a second envelope preaddressed to the voting officer;
 - (v) letter of instructions;
 - (vi) such further other information as the voting officer considers appropriate;

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- (f) the procedures to be followed by the Member in voting set out in Section 7.7 of the McLeod Lake Indian Band Custom Election Code shall apply *mutatis mutandis*.
- (g) the procedures to be followed by the voting officer as set out in Sections 7.9 and 8 of the McLeod Lake Indian Band Custom Election Code shall apply *mutatis mutandis*.

21 NOTICE

21.1 Whenever in this Agreement it is required that notice be given or served by any party to or on the other parties, including any change of address, such notice will be given or served in writing by delivering the notice personally or by forwarding by facsimile or by prepaid registered mail to:

- (a) The Band (and Council) at the following address:

Council

McLeod Lake Indian Band

P.O. Box _____

_____, British Columbia

fax: _____

- (b) The Trustees at the following addresses:

_____, British Columbia

Fax: _____

_____, British Columbia

Fax: _____

ADD 

_____, British Columbia

Fax: _____

_____, British Columbia

Fax: _____

_____, British Columbia

Fax: _____

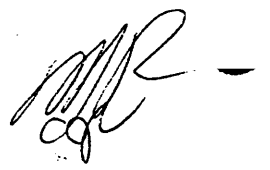
_____, British Columbia

Fax: _____

_____, British Columbia

Fax: _____

Any notice or communication will be sufficient if delivered personally or by facsimile, or if given by registered mail, postage prepaid, addressed as set forth above, and will be effective on delivery if delivered personally upon electronic confirmation of receipt if sent by facsimile or 5 business days after mailing if mailed. In the event of an anticipated or actual stopping of postal service, registered mail will not be used.

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22 BAND INSTRUCTIONS TO TRUSTEES

22.1 A decision of the Council authorizing or directing the Trustees to carry out some activity provided for by this Agreement shall not be acted on by the Trustees unless Council delivers to the Trustees a copy of the minutes of the meeting at which such resolution was passed and a certified copy of the resolution of the Council confirming such decision.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the day and year first above written.

DATED at _____ this _____ day of _____, 199__.

McLeod Lake Indian Band
as represented by Council

Witness

Chief

Witness

Councillor of Band

Witness

Councillor of Band

Witness


Councillor of Band

Witness

Councillor of Band

Witness

Councillor of Band

AD1


DATED at _____, this _____ day of _____, 199__.

Trustees of the McLeod Lake
Treaty No. 8 Settlement Trust

Witness

Trustee

Witness

Trustee


Witness

Trustee

Witness

Trustee

DATED at _____, this _____ day of _____, 199__.

ADN  -

SCHEDULE "A"

Authorized Investments

The Trustees may invest the Trust Property:

- (a) in investments permitted to Trustees under the laws of the Province of British Columbia; or
- (b) by depositing such Trust Property with a Person licenced to trade in securities who carries on business as an investment manager for investment of such funds in stocks, bonds or other financial instruments who has entered into an investment management agreement with the Trust;

AOJ MR
W

CHAPTER 9

PART I ADDITIONS TO RESERVES

9.1 INTRODUCTION

- 9.1.1 Purpose
- 9.1.2 Definitions
- 9.1.3 RDG or DM Approval in Principle

9.2 POLICY JUSTIFICATIONS FOR RESERVE STATUS

- 9.2.1 Treaty Land Entitlement/Specific Claims and Other Obligations
- 9.2.2 Provincial Land Offerings
- 9.2.3 S. 35 Expropriations/Transfers
- 9.2.4 Return of Unsold Surrendered Land
- 9.2.5 Social Need
- 9.2.6 Geographic Reasons
- 9.2.7 Relocations
- 9.2.8 Economic Reasons
- 9.2.9 Landless Bands/Landless Indian Communities

9.3 SITE-SPECIFIC CONSIDERATIONS

- 9.3.1 General Considerations
- 9.3.2 Provincial/Municipal Considerations

9.4 PROCEDURES

- 9.4.1 General Considerations
- 9.4.2 Step 1: BCR Request
- 9.4.3 Step 2: Regional Analysis and Recommendation
- 9.4.4 Step 3: HQ Review
- 9.4.5 Step 4: RDG or DM Approval in Principle
- 9.4.6 Step 5: Conditional Agreement
- 9.4.7 Step 6: TB Approval
- 9.4.8 Step 7: Conclude Acquisition
- 9.4.9 Step 8: Order In Council

17 21 11/11/91
Cg

PART II ENVIRONMENTAL CONSIDERATIONS

9.5 INTRODUCTION

9.5.1 Purpose

9.6 ENVIRONMENTAL REVIEW

9.6.1 Procedures - Overview

9.6.2 Step 1 - Land Use History

9.6.3 Step 2 - Preliminary Site Visit

9.6.4 Step 3 - Searches of Public Authorities and Government Records

9.6.5 Step 4 - Contractual Provisions

9.6.6 Step 5 - Preliminary Assessment/Site Investigation

9.6.7 Step 6 - Final Assessment/Monitoring Clean-Up

9.7 TREATY LAND ENTITLEMENT/SPECIFIC CLAIMS

9.8 ACQUISITIONS OF PRIVATE VS PUBLIC LAND

9.9 RELEASE OF LIABILITY

APPENDICES

APPENDIX A: *Additions Proposal Checklist*

APPENDIX B: *Government Land Purchase Regulations*

APPENDIX C: *Environmental Regulations
and Legislation*

Handwritten signatures and initials

APPENDIX D: Environmental Review Checklist

APPENDIX E: Site Visit Checklist

APPENDIX F: Searches

APPENDIX G: Sample Legal Clauses