

**METLAKATLA INDIAN BAND AND LAX KW'ALAAMS INDIAN BAND
CUT-OFF CLAIM SETTLEMENT AGREEMENT**

THIS AGREEMENT dated for reference the 7th day of November, 2007

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

AND

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

AND

THE LAX KW'ALAAMS INDIAN BAND

AND

THE METLAKATLA INDIAN BAND

CERTIFIED TRUE COPY OF THE ORIGINAL

**A Commissioner For Oaths In and For The Province
of...BRITISH COLUMBIA.....**

My Commission Expires *M. CHAEL J. MLADEN*

BARRISTER & SOLICITOR

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**METLAKATLA INDIAN BAND AND LAX KW'ALAAMS INDIAN BAND
CUT-OFF CLAIM SETTLEMENT AGREEMENT**

THIS AGREEMENT made in quadruplicate dated for reference the 7th day of November, 2007

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

as represented by the Minister of Indian Affairs and Northern Development

(hereafter called "Canada")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF

BRITISH COLUMBIA as represented by the Minister of Aboriginal Relations
and Reconciliation

(hereafter called the "Province")

AND:

LAX KW'ALAAMS INDIAN BAND, formerly known as the Port Simpson
Indian Band, and the members of the Lax Kw'alaams Indian Band, as represented
by the Lax Kw'alaams Council

(hereafter called the "Lax Kw'alaams Band")

AND:

METLAKATLA INDIAN BAND and the members of the Metlakatla Indian
Band, as represented by the Metlakatla Council

(hereafter called the "Metlakatla Band")

WHEREAS:

- A. Following the confederation of the Province with Canada in 1871 and prior to the
year 1916, certain lands had been allotted to the Lax Kw'alaams Band, then
known as the Port Simpson Indian Band, and the Metlakatla Band;

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- B. After Confederation, differences arose between Canada and the Province as to the allotment and management of Indian reserves. In order to settle these differences, Canada and the Province entered into the McKenna-McBride Agreement dated September 24, 1912, which provided for the establishment of a Royal Commission to make recommendations respecting the adjustment of the acreage of the lands to be reserved for Indians in British Columbia by the addition of lands to the then identified reserves, the creation of new reserves, and the reduction of the acreage of identified reserves with the consent of the Indians, to such size as the Commissioners thought reasonably sufficient for the purposes of such Indians;
- C. The lands described in Schedule A were cut-off from lands identified for the Lax Kw'alaams Band, for the Metlakatla Band and for the joint use of the Lax Kw'alaams Band and Metlakatla Band pursuant to paragraph 2(a) of the McKenna-McBride Agreement of September 24, 1912, the *Indian Affairs Settlement Act*, S.B.C. 1919, c. 32, the *British Columbia Indian Lands Settlement Act*, S.C. 1920, c. 51, and the report of the Royal Commission on Indian Affairs for the Province of British Columbia of June 30, 1916, as approved and confirmed by Dominion Privy Council Order 1265 of July 19, 1924 and British Columbia Order in Council 911 of July 26, 1923;
- D. It has been agreed by Canada, the Province, the Lax Kw'alaams Band, and the Metlakatla Band to effect a full and final settlement of their differences respecting the cutting off of lands from the jointly held lands of the Lax Kw'alaams Band and the Metlakatla Band by entering into this Agreement to provide, among other things, for the transfer of certain Replacement Lands from the Province to Canada for the joint use and benefit of the Lax Kw'alaams Band and the Metlakatla Band and for the payment of monies by Canada;
- E. It has been agreed by Canada, the Province and the Lax Kw'alaams Band to effect a full and final settlement of their differences respecting the cutting off of lands of the Lax Kw'alaams Band by entering into this Agreement to provide, among other things, for the transfer of certain Replacement Lands from the Province to Canada for the use and benefit of the Lax Kw'alaams Band and for the payment of monies by Canada;
- F. It has been agreed by Canada, the Province and the Metlakatla Band to effect a full and final settlement of their differences respecting the cutting off of lands of the Metlakatla Band by entering into this Agreement to provide, among other things, for the transfer of certain Replacement Lands from the Province to Canada for the use and benefit of the Metlakatla Band, and for the payment of monies by Canada;

- G. A band or the council of a band may, in accordance with section 3 of the *British Columbia Indian Cut-off Lands Settlement Act*, S.C. 1984, c. 2 enter into an agreement with Her Majesty the Queen in Right of Canada and Her Majesty the Queen in Right of British Columbia for the purposes of resolving and settling claims in respect of cut-off lands asserted by the band or the council of the band;
- H. Canada and the Province seek from the Lax Kw'alaams Band and the Lax Kw'alaams Council, the consent to and approval of this Agreement on behalf of the Lax Kw'alaams Band and the authorization for the payment of monies and provision of lands to the Lax Kw'alaams Band pursuant to this Agreement;
- I. Canada and the Province seek from the Metlakatla Band and the Metlakatla Council, the consent to and approval of this Agreement on behalf of the Metlakatla Band and the authorization for the payment of monies and provision of lands to the Metlakatla Band pursuant to this Agreement;
- J. The Lax Kw'alaams Band desires to enter into this Agreement, on behalf of the Lax Kw'alaams Band including all existing and future members of the Lax Kw'alaams Band and the Lax Kw'alaams Council and their successors; and, the consent to and approval of this Agreement will be acknowledged by the execution of this Agreement by the Lax Kw'alaams Council;
- K. The Metlakatla Band desires to enter into this Agreement, on behalf of the Metlakatla Band including all existing and future members of the Metlakatla Band and the Metlakatla Council and their successors; and, the consent to and approval of this Agreement will be acknowledged by the execution of this Agreement by the Metlakatla Council;

THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

1.1 In this Settlement Agreement:

- (a) **"Additions to Reserve Policy"** means the policy and procedural guidelines pertaining to additions to reserve and the creation of new reserves that are set out in the Department's *Land Management and Procedures Manual*, as amended or replaced from time to time;
- (b) **"Agreement"** means this settlement agreement including the attached Schedules which will not have legal force and effect until the Effective Date;
- (c) **"Ballot Question"** means the question asked of the Voters in the Ratification Vote as set out in Schedule L;

- (d) **"Claim"** means all of the facts, matters and issues arising from or relating to, directly or indirectly, either or both the Lax Kw'alaams Band and the Metlakatla Band's claims to the Cut-Off Lands pursuant to the Report of the Royal Commission on Indian Affairs for the Province of British Columbia as approved by Dominion Privy Council Order 1265 of July 19, 1924 and British Columbia Order in Council 911 of July 26, 1923, including all of the facts, matters and issues arising from, relating to or set forth in: the Shoowahatlans Specific Claim; the pleadings in the Cut-off Claim Litigation; and the pleadings in the Shoowahatlans Litigation; provided, however, that "Claim" does not include:
- (i) the issues in dispute in the Shoowahatlans Litigation respecting the:
 - (1) alleged loss and damages to fisheries; and
 - (2) alleged reduction of Shoowahatlans I.R. No. 4 from 12.14 hectares (30 acres) to 7.28 hectares (18 acres) at some time between 1882 and 1888;
 - (ii) the issues in dispute in the Shoowahatlans Specific Claim respecting the alleged loss and damages to fisheries; and
 - (iii) any claim that either or both the Lax Kw'alaams Band and the Metlakatla Band may have in relation to land that was formerly part of Willaclough I.R. No. 6 and which is currently occupied by Canadian National Railway;
- (e) **"Cut-off Claim Litigation"** means Action No. T-6260-79 in the Federal Court of Canada, Trial Division;
- (f) **"Cut-Off Lands"** means those lands described in Schedule A which were cut-off from lands of the Lax Kw'alaams Band, Metlakatla Band and joint lands of the Lax Kw'alaams Band and Metlakatla Band pursuant to paragraph 2(a) of the McKenna-McBride Agreement of September 24, 1912, the *Indian Affairs Settlement Act*, S.B.C. 1919, c. 32, the *British Columbia Indian Lands Settlement Act*, S.C. 1920, c. 51, and the report of the Royal Commission on Indian Affairs for the Province of British Columbia of June 30, 1916, as approved by Dominion Privy Council Order 1265 of July 19, 1924 and British Columbia Order in Council 911 of July 26, 1923;
- (g) **"Effective Date"** means the latest date that this Agreement is signed on behalf of Lax Kw'alaams Band, the Metlakatla Band, Canada, and the Province pursuant to Article 12.0 of this Agreement, and is the date on which this Agreement comes into effect;

- (h) **"Environmental Management Act"** means the *Environmental Management Act*, S.B.C. 2003, c. 53, and regulations made thereunder, as amended or replaced from time to time;
- (i) **"Federal Real Property Act"** means the *Federal Real Property and Federal Immovables Act*, S.C. 1991, c. 50, and regulations made thereunder, as amended or replaced from time to time;
- (j) **"Indian Act"** means the *Indian Act*, R.S.C. 1985, c. I-5, and regulations made thereunder, as amended or replaced from time to time, and any reference to a section of the *Indian Act* will include that section as amended or replaced from time to time;
- (k) **"Instruments of Transfer"** means the forms of Instrument of Transfer attached as Schedules I, J and K and which forms contain substantially the same terms, reservations and restrictions as are contained in British Columbia Order in Council 1036 approved and ordered July 29, 1938, as amended by British Columbia Order in Council 1555 approved and ordered May 13, 1969 (collectively, "Order in Council 1036");
- (l) **"Joint Replacement Lands"** means those lands described in Schedule B of which the administration and control is to be transferred by the Province to Canada for the joint use and benefit of the Lax Kw'alaams Band and the Metlakatla Band pursuant to this Agreement;
- (m) **"Joint Reserve Management (Ownership) Agreement"** means the agreement, dated for reference the 7th day of November, 2007, between the Lax Kw'alaams Band and Metlakatla Band for the co-management and administration of the Joint Replacement Lands, except for the Willaclough Substitute Lands, that may be set apart as a reserve or reserves, as defined in the *Indian Act*, for the joint use and benefit of said Indian Bands;
- (n) **"Lax Kw'alaams Claimant"** means the Lax Kw'alaams Band, and any past or present member, or individual eligible to be a member, of the Lax Kw'alaams Band, and each of their respective heirs, descendants, legal representatives, successors and assigns;
- (o) **"Lax Kw'alaams Council"** means, in respect of the Lax Kw'alaams Band, "council of the band" within the meaning of the *Indian Act*;
- (p) **"Lax Kw'alaams Person"** means the Lax Kw'alaams Band, any other band, first nation or aboriginal group, and any past or present member, or individual eligible to be a member, of the Lax Kw'alaams Band, any other band, first nation or aboriginal group, and each of their respective heirs, descendants, legal representatives, successors and assigns, and any

proprietor, corporation, partnership, trust, joint venture, unincorporated organization, union, or governmental body owned or controlled by or on behalf of Lax Kw'alaams Band, any other band, first nation or aboriginal group, but does not include the Metlakatla Band, or any past or present member, or individual eligible to be a member, of the Metlakatla Band, or any of their respective heirs, descendants, legal representatives, successors and assigns, and any proprietor, corporation, partnership, trust, joint venture, unincorporated organization, union, or governmental body owned or controlled by or on behalf of the Metlakatla Band;

- (q) **"Lax Kw'alaams Replacement Lands"** means those lands described in Schedule C of which the administration and control is to be transferred by the Province to Canada for the use and benefit of the Lax Kw'alaams Band pursuant to this Agreement;
- (r) **"Lax Kw'alaams Voter"** means a member of the Lax Kw'alaams Band who is 18 years of age or older on the day set for holding the Ratification Vote for the Lax Kw'alaams Band;
- (s) **"Metlakatla Claimant"** means the Metlakatla Band, and any past or present member, or individual eligible to be a member, of the Metlakatla Band, and each of their respective heirs, descendants, legal representatives, successors and assigns;
- (t) **"Metlakatla Council"** means, in respect of the Metlakatla Band, "council of the band" within the meaning of the *Indian Act*;
- (u) **"Metlakatla Person"** means the Metlakatla Band, any other band, first nation or aboriginal group, and any past or present member, or individual eligible to be a member, of the Metlakatla Band, any other band, first nation or aboriginal group, and each of their respective heirs, descendants, legal representatives, successors and assigns, and any proprietor, corporation, partnership, trust, joint venture, unincorporated organization, union, or governmental body owned or controlled by or on behalf of Metlakatla Band, any other band, first nation or aboriginal group, but does not include the Lax Kw'alaams Band, or any past or present member, or individual eligible to be a member, of the Lax Kw'alaams Band, or any of their respective heirs, descendants, legal representatives, successors and assigns, and any proprietor, corporation, partnership, trust, joint venture, unincorporated organization, union, or governmental body owned or controlled by or on behalf of the Lax Kw'alaams Band;

- (v) **"Metlakatla Voter"** means a member of the Metlakatla Band who is 18 years of age or older on the day set for holding the Ratification Vote for the Metlakatla Band;
- (w) **"Parties"** means all four (4) of the parties to this Agreement, being the Lax Kw'alaams Band, the Metlakatla Band, the Province and Canada;
- (x) **"Ratification Vote"** means a vote on the Ballot Question conducted according to the Voting Guidelines;
- (y) **"Replacement Lands"** means those lands described in Schedules B, C and D which comprise the Joint Replacement Lands, the Lax Kw'alaams Replacement Lands, and the Shoowahlans Substitute Lands;
- (z) **"Schedules"** means the following which are attached to and form part of this Agreement:

Schedule A - Cut-off Lands;

Schedule B - Joint Replacement Lands;

Schedule C - Lax Kw'alaams Replacement Lands;

Schedule D - Shoowahlans Substitute Lands;

Schedule E - Shoowahlans Retained Lands;

Schedule F - Willaclough Substitute Lands;

Schedule G - Willaclough Retained Lands;

Schedule H - Approvals-in-Principle for the Joint Replacement Lands and the Lax Kw'alaams Replacement Lands;

Schedule I - Form of Instrument of Transfer to transfer administration and control of the Joint Replacement Lands from the Province to Canada for the use and benefit of the Lax Kw'alaams Band and the Metlakatla Band;

Schedule J - Form of Instrument of Transfer to transfer administration and control of the Lax Kw'alaams Replacement Lands from the Province to Canada for the use and benefit of the Lax Kw'alaams Band;

Schedule K - Form of Instrument of Transfer to transfer administration and control of the Shoowahlans Substitute Lands

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from the Province to Canada for the use and benefit of the Metlakatla Band;

Schedule L - Ballot Question;

Schedule M - Voting Guidelines;

Schedule N - Form of Consent Dismissal Order for the Cut-off Claim Litigation

Schedule O - Form of Notice of Discontinuance for the Shoowahtlans Litigation for Canada

Schedule P - Form of Notice of Discontinuance for the Shoowahtlans Litigation for the City of Prince Rupert

- (aa) **"Shoowahtlans Litigation"** means Action No. A952194 in the British Columbia Supreme Court, Vancouver Registry;
- (bb) **"Shoowahtlans Retained Lands"** means those lands described in Schedule E which comprise part of the Cut-off Lands and which will remain under the administration and control of the Province;
- (cc) **"Shoowahtlans Specific Claim"** means all of the facts, matters and issues arising or resulting, directly or indirectly, from or set forth in the Metlakatla Band's specific claim submissions to Canada concerning Shoowahtlans I.R. No. 4, including the submissions entitled "Shoowahtlans Indian Reserve No. 4 - Specific Claim" dated January 23, 1996 and "Shoowahtlans Indian Reserve No. 4 (Metlakatla) - Specific Claim" dated October 21, 1996, which allege, among other things, that Canada breached fiduciary and statutory duties to the Metlakatla Band with respect to:
 - (1) loss and damages to fisheries;
 - (2) encroachment, use, taking and trespass on Shoowahtlans I.R. No. 4 by the City of Prince Rupert for a number of public works, including a roadway, wharf, pipeline and railway, and/or the failure to ensure proper compensation was paid to the Metlakatla Band; and
 - (3) the cutting off of Shoowahtlans I.R. No. 4 pursuant to paragraph 2(a) of the McKenna-McBride Agreement of September 24, 1912, the *Indian Affairs Settlement Act*, S.B.C. 1919, c. 32, the *British Columbia Indian Lands Settlement Act*, S.C. 1920, c. 51, and the report of the Royal Commission on Indian Affairs for the Province

of British Columbia of June 30, 1916, as approved by Dominion Privy Council Order 1265 of July 19, 1924 and British Columbia Order in Council 911 of July 26, 1923;

(dd) **"Shoowahtlans Substitute Lands"** means one parcel of land, which does not include any beds or bodies of water, and is between 8.32 and 8.49 hectares (20.56 and 20.99 acres) in size and located within the area outlined in the thickest alternating black lines appearing in Schedule D and referenced as containing 9.31 hectares (23.0 acres), and which is being selected by the Metlakatla Band and the Province in substitution for the Shoowahtlans Retained Lands and the administration and control of which is to be transferred by the Province to Canada for the use and benefit of the Metlakatla Band pursuant to this Agreement;

(ee) **"Voting Guidelines"** means the Voting Guidelines attached as Schedule M;

(ff) **"Willaclough Retained Lands"** means those lands described in Schedule G which comprise part of the Cut-off Lands and which will remain under the administration and control of the Province;

(gg) **"Willaclough Substitute Lands"** means those lands described in Schedule F which have been selected by the Lax Kw'alaams Band, the Metlakatla Band and the Province in substitution for the Willaclough Retained Lands and which comprise part of the Joint Replacement Lands.

1.2 Any words defined in the Voting Guidelines will have the same meaning in this Agreement, except as otherwise defined in this Agreement.

1.3 Any words defined in the *Indian Act* will have the same meaning in this Agreement, except as otherwise defined in this Agreement.

2.0 TRANSFER OF ADMINISTRATION AND CONTROL BY THE PROVINCE TO CANADA

2.1 The Province will transfer by Orders in Council to Canada within ninety (90) days of being advised that Canada has executed this Agreement and without any cost to Canada, the administration and control of the Joint Replacement Lands and the Lax Kw'alaams Replacement Lands, free and clear of all interests except for the terms, reservations, restrictions, encumbrances or encroachments as are set out in the Instruments of Transfer.

2.2 The Province will transfer by Order in Council to Canada within ninety (90) days of the completion of the survey of the Shoowahtlans Substitute Lands, provided the Parties have executed this Agreement, and without any cost to Canada, the

administration and control of the Shoowahtlans Substitute Lands, free and clear of all interests except for the terms, reservations, restrictions, encumbrances or encroachments as are set out in the Instrument of Transfer.

2.3 Canada will accept the transfer of administration and control of the Replacement Lands pursuant to the provisions of the *Federal Real Property Act*, subject to receipt of title in a good and satisfactory condition as determined by Canada in its sole discretion acting reasonably, including free and clear of all reservations, restrictions, encumbrances or encroachments, except those reservations, restrictions, encumbrances or encroachments as are set out in the Instruments of Transfer.

2.4 The Province represents and warrants that, as of the dates of the Orders in Council transferring the administration and control of the Replacement Lands to Canada, the Province has not made any Crown grants or otherwise disposed of any of its estates, rights, title or interests in or to the Replacement Lands and there are no leases, licences, easements, rights of way, charges or encroachments affecting the Replacement Lands other than those set out in the Instruments of Transfer.

2.5 Section 2.1 is intended to bring the rights of the Parties with respect to the Replacement Lands into substantial conformity with those rights which are held in respect of reserves transferred to Canada pursuant to Order in Council 1036.

2.6 Nothing in this Agreement precludes the Lax Kw'alaams Band, the Metlakatla Band or Canada from challenging the legal authority or validity of Order in Council 1036.

2.7 The Province agrees to extend to the Lax Kw'alaams Band and the Metlakatla Band the benefit of any future policy changes or any changes in the law of British Columbia concerning the use and application of Order in Council 1036, and for such purpose to treat the rights, reservations and terms and conditions set out in the Instruments of Transfer as though they were contained in Order in Council 1036 rather than in the Instruments of Transfer.

2.8 The administration and control of the Willaough Retained Lands will not be transferred to Canada.

2.9 The Lax Kw'alaams Band, the Metlakatla Band and the Province have agreed upon a 2.1 hectare (5.2 acre) parcel of land adjacent to Khyex Indian Reserve No. 8 as Willaough Substitute Lands.

2.10 The administration and control of the Shoowahtlans Retained Lands will not be transferred to Canada.

2.11 The Metlakatla Band, the Lax Kw'alaams Band, and the Province have agreed upon one parcel of land as Shoowahtlans Substitute Lands which will be between 8.32 and 8.49 hectares (20.56 and 20.99 acres) in size.

2.12 Upon acceptance by Canada of the transfer of administration and control of the Joint Replacement Lands, Canada will, in accordance with the direction and approval of the Lax Kw'alaams Band and the Metlakatla Band, as set out in respective band council resolutions, use best efforts to negotiate and execute a permit pursuant to section 28(2) of the *Indian Act*, with respect to the B.C. Hydro and Power Corporation right of way set out in Provincial Crown licence no. 1650, granted by the Provincial Minister of Lands, Forests and Water Resources to the British Columbia Hydro and Power Authority, dated May 11, 1970 over District Lot 3975, Range 5 Coast District, in the Province of British Columbia. Containing 4,236 hectares (10, 468 acres) more or less, saving and excepting all beds of bodies of water.

3.0 RECOMMENDATIONS TO SET APART LANDS AS RESERVE

3.1 The Minister of Indian Affairs and Northern Development will recommend to the Governor in Council that:

- (a) except for the Willaough Substitute Lands, the Joint Replacement Lands be set apart by Canada as reserves for the joint use and benefit of the Lax Kw'alaams Band and the Metlakatla Band; and
- (b) the Willaough Substitute Lands be added by Canada to Khyex Indian Reserve No. 8 for the joint use and benefit of the Lax Kw'alaams Band and the Metlakatla Band;

provided that the following terms and conditions are met:

- (i) the transfer of the administration and control of the Joint Replacement Lands is accepted by Canada in accordance with section 2.3;
- (ii) Canada is satisfied that the Joint Replacement Lands meet the Additions to Reserve Policy; and
- (iii) the Lax Kw'alaams Band and the Metlakatla Band provide Canada with a copy of the ratified and executed Joint Reserve Management (Ownership) Agreement.

3.2 The Minister of Indian Affairs and Northern Development will recommend to the Governor in Council that:

- (a) the Lax Kw'alaams Replacement Lands be set apart by Canada as a reserve for the use and benefit of the Lax Kw'alaams Band; and
- (b) the Shoowahtlans Substitute Lands be set apart by Canada as a reserve for the use and benefit of the Metlakatla Band;

provided that the following terms and conditions are met:

- (i) the transfer of the administration and control of the Lax Kw'alaams Replacement Lands and the Shoowahtlans Substitute Lands is accepted by Canada in accordance with section 2.3;
- (ii) Canada is satisfied that the Lax Kw'alaams Replacement Lands and the Shoowahtlans Substitute Lands meet the Additions to Reserve Policy; and
- (iii) the Shoowahtlans Substitute Land do not exceed 8.49 hectares (20.99 acres).

3.3 Canada acknowledges that the Joint Replacement Lands and the Lax Kw'alaams Replacement Lands are approved in principle under the Additions to Reserve Policy for the granting of reserve status subject to conditions which are contained in the approvals-in-principle attached as Schedule H.

3.4 If federal Orders in Council setting the Replacement Lands aside as reserves are not granted within two (2) years following the completion of the environmental audit or satisfactory remediation of the Replacement Lands, then at the discretion and expense of Canada, an update of the environmental audit may be required to ensure the continued satisfactory environmental status of the Replacement Lands.

3.5 The Lax Kw'alaams Band has inspected the following lands and acknowledges that it wishes to have the following lands set apart as reserves:

- (a) the Joint Replacement Lands; and
- (b) the Lax Kw'alaams Replacement Lands.

3.6 The Metlakatla Band has inspected the following lands and acknowledges that it wishes to have the following lands set apart as reserves:

- (a) the Joint Replacement Lands; and
- (b) the Shoowahtlans Substitute Lands.

3.7 Without limiting the generality of sections 3.1 and 3.2, if at the time Canada accepts the transfer of the administration and control of the Replacement Lands the lands are subject to any reservations, restrictions, encumbrances or encroachments not referred to in the Instruments of Transfer, then the Lax Kw'alaams Band and/or the Metlakatla Band will not make any claim against Canada in respect thereof, provided that Canada has not purported to authorize such reservations, restrictions, encroachments or encumbrances.

3.8 The setting apart of the Replacement Lands as reserves does not obligate Canada or the Province to pay any costs of infrastructure, capital construction projects, servicing, or operating and maintenance costs, including but not limited to roads, sewers, water, hydro, housing, schools, recreation facilities, or other community buildings, on the reserve lands so set apart.

3.9 Nothing in section 3.8 restricts the entitlement of the Lax Kw'alaams Band or the Metlakatla Band to existing or future program funds provided or to be provided generally to Indian bands by the Department.

3.10 In light of section 5.2, the Metlakatla Band agrees to pay all costs related to the transfer or acquisition of the Shoowahtlans Substitute Lands, complying with the Additions to Reserve Policy and setting apart the Shoowahtlans Substitute Lands as reserve, including, without limitation, the costs of any surveys, environmental review, appraisal, site identification and approval.

4.0 NAMES OF RESERVES

4.1 Subject to an Order in Council setting apart the Joint Replacement Lands as reserves for the joint use and benefit of the Lax Kw'alaams Band and the Metlakatla Band as set out in this Agreement, the Joint Replacement Lands will be named Tsimpsean Indian Reserve No. 2A, Willaclough Indian Reserve No. 6, Point Veitch Indian Reserve No. 7 and Khyex Indian Reserve No. 8.

4.2 Subject to an Order in Council setting apart the Lax Kw'alaams Replacement Lands as a reserve for the use and benefit of the Lax Kw'alaams Band as set out in this Agreement, the Lax Kw'alaams Replacement Lands will be named Finlayson Island Indian Reserve No. 19.

5.0 PAYMENT

5.1 Subject to the terms and conditions of this Agreement, Canada agrees to pay to and for the benefit of the Lax Kw'alaams Band the sum of one hundred and fifty thousand dollars (\$150,000) for research, preparation, negotiation, settlement, legal and other costs related to the Claim, this Agreement and related and subsequent documents.

- 5.2 Subject to the terms and conditions of this Agreement, Canada agrees to pay to and for the benefit of the Metlakatla Band:
- (a) the sum of three thousand dollars (\$3,000) as a negotiated settlement with respect to certain Cut-off Lands described in Schedule A as all of District Lot 7438, Range 5, Coast District, in the Province of British Columbia, containing 0.251 hectares (0.62 acres) more or less; and
 - (b) the sum of one hundred and fifty thousand dollars (\$150,000) for research, preparation, negotiation, settlement, legal and other costs related to the Claim, this Agreement and related and subsequent documents.
- 5.3 Canada agrees to pay the sums referred to in sections 5.1 and 5.2 not later than sixty (60) days after the Effective Date.
- 5.4 The Lax Kw'alaams Band authorizes and directs Canada to deposit the monies referred to in section 5.1 into the revenue account maintained for the use and benefit of the Lax Kw'alaams Band by the Department, and Canada agrees to so deposit the said monies.
- 5.5 The Metlakatla Band authorizes and directs Canada to deposit the monies referred to in section 5.2 into the revenue account maintained for the use and benefit of the Metlakatla Band by the Department, and Canada agrees to so deposit the said monies.

6.0 ENVIRONMENTAL IMPACTS

- 6.1 Canada has provided the Parties with copies of the following reports concerning the environmental condition of the Joint Replacement Lands and the Lax Kw'alaams Replacement Lands:
- (a) *Report of Findings, Phase I, Environmental Site Assessment, Tsimpsean, Finlayson Island, Willaclough, Point Veitch and Shoowahlans*, prepared by Keystone Environmental Ltd., dated February 2000;
 - (b) Memorandum Re: Phase I Environmental Site Assessment (ESA) Updates: District Lot 3975, Range 5, Coast District (Adjoins Tsimpsean I.R. 2); District Lot 3976, Range 5, Coast District (Adjoins Finlayson Island I.R. 19); District Lot 8075, Range 5, Coast District (a.k.a. Willaclough); and District Lot 8076, Range 5, Coast District (a.k.a. Point Veitch), from Tim Powers, Environmental Specialist, SIU, to Peter Vranjkovic, Manager, Specific Claims, dated November 27, 2003; and

- (c) *Phase I Environmental Site Assessment, Khyex Specific Claim Lands Part of District Lot 5956 & District Lot 182 Block A Range 5, Coast District*, prepared by Tim Powers, Environmental Specialist, Environment and Natural Resources, Lands and Trusts Services, dated September 2004.

- 6.2 Canada and the Province have provided funds to enable Metlakatla to obtain a report of the environmental condition of the Shoowahlans Substitute Lands and a copy of the final report of the environmental condition of the Shoowahlans Substitute Lands prepared by Keystone Environmental Ltd. will be made available to all members of Metlakatla Band at the Metlakatla Band's Information Meeting.
- 6.3 Canada and the Province do not guarantee or warrant the accuracy of the information set out in the reports referred to in sections 6.1 or 6.2.
- 6.4 The Lax Kw'alaams Band and the Metlakatla Band acknowledge that:
- (a) they have received and reviewed the reports referred to in sections 6.1 and 6.2;
 - (b) they have viewed their respective Replacement Lands and had a reasonable time to complete any additional environmental investigations and other inspections of the Replacement Lands they consider necessary;
 - (c) they are solely responsible for ensuring that they are satisfied with the condition of their respective Replacement Lands they wish to have set apart as reserves for their use and benefit;
 - (d) they are satisfied with the environmental condition of their respective Replacement Lands;
 - (e) they will accept their respective Replacement Lands in the condition they are in at the date they respectively execute this Agreement.
- 6.5 Notwithstanding section 6.4, if it is agreed by the Province, determined by an environmental professional jointly chosen by the Province, Lax Kw'alaams Band and the Metlakatla Band, or determined by a court of competent jurisdiction that, as the direct result of actions taken by persons other than Canada, the Lax Kw'alaams Band or the Metlakatla Band:
- (a) there is contamination, as defined in the *Environmental Management Act* on or under the Replacement Lands in excess of agricultural standards for soils or drinking water standards for water established under that Act ("Remediation Standards");

(b) the contamination originated after the completion date of the environmental investigations referred to in section 6.1 or 6.2 and before the acceptance by Canada of the administration and control of the respective parcel of Replacement Lands from the Province as set out in section 2.3; and

(c) remediation of the Replacement Lands is or would have been required to meet the Remediation Standards;

the Province will remediate or cause to be remediated the Replacement Lands so affected in accordance with the Remediation Standards set out in subsection 6.5 (a) and will provide Canada, the Lax Kw'alaams Band and the Metlakatla Band with copies of environmental reports that demonstrate that the Replacement Lands have been so remediated and the Lax Kw'alaams Band and the Metlakatla Band will accept the Replacement Lands if remediated as set out above.

7.0 RELEASE

LAX KW'ALAAMS BAND'S RELEASE TO CANADA

7.1 In consideration of the monies paid by Canada to the Lax Kw'alaams Band and the mutual fulfilment of promises in this Agreement, the Lax Kw'alaams Band agrees to:

(a) forever release and discharge Canada and any of its Ministers, officials, servants, agents, successors and assigns from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, which the Lax Kw'alaams Band and any of its past, present and future members and any of their respective heirs, descendants, legal representatives, successors and assigns may ever have had, may now have or may in the future have against Canada and any of its Ministers, officials, servants, agents, successors and assigns with respect to the Claim;

(b) abandon the Cut-off Claim Litigation by filing a consent dismissal order, substantially in the form set out in Schedule N, or other order, notice or document acceptable to Canada;

(c) abandon, by filing a consent dismissal order, or other order, notice or document acceptable to Canada, any other legal proceedings commenced against Canada and any of its Ministers, officials, servants, agents, successors and assigns with respect to the Claim; and

(d) not assert any action, cause of action, suit, claim or demand whatsoever, whether in law, in equity or otherwise, which the Lax Kw'alaams Band and any of its past, present and future members and any of their respective heirs, descendants, legal representatives, successors and assigns may have had, may now have or may in the future have against Canada and any of its Ministers, officials, servants, agents, successors and assigns with respect to:

(i) the Claim;

(ii) the procedures resulting in the ratification and execution of this Agreement by the Lax Kw'alaams Band;

(iii) the representations and warranties of the Lax Kw'alaams Band under section 14.1;

(iv) the deposit of monies on the Lax Kw'alaams Band's authority and direction as set out in section 5.4;

(v) this Agreement, except for any action, cause of action, suit, claim or demand to enforce the provisions of this Agreement;

(vi) the environmental condition of the Joint Replacement Lands and the Lax Kw'alaams Replacement Lands as it exists on the date that the Lax Kw'alaams Band executes this Agreement; and

(vii) the setting aside of the Joint Replacement Lands and the Lax Kw'alaams Replacement Lands as reserves, including, but not limited to, any land use restrictions, restrictive covenants, reversionary rights and third party interests on the Joint Replacement Lands and the Lax Kw'alaams Replacement Lands which exist on the date that those lands are set apart as reserves.

METLAKATLA BAND'S RELEASE TO CANADA

7.2 In consideration of the monies paid by Canada to the Metlakatla Band and the mutual fulfilment of promises in this Agreement, the Metlakatla Band agrees to:

(a) forever release and discharge Canada and any of its Ministers, officials, servants, agents, successors and assigns from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, which the Metlakatla Band and any of its past, present and future members and any of their respective heirs, descendants, legal representatives, successors and assigns may ever have had, may now have or may in the future have against Canada and any of its

Ministers, officials, servants, agents, successors and assigns with respect to the Claim;

(b) abandon the Cut-off Claim Litigation, by filing a consent dismissal order substantially in the form attached as Schedule N, or other order, notice or document acceptable to Canada;

(c) abandon the Shoowahtlans Litigation, by filing a Notice of Discontinuance, without costs, substantially in the form set out in Schedule O, or other order, notice or document acceptable to Canada, excluding the issues in dispute in the Shoowahtlans Litigation with respect to the

(i) alleged loss and damages to fisheries, and

(ii) alleged reduction of Shoowahtlans I.R. No. 4 from 12.14 hectares (30 acres) to 7.28 hectares (18 acres) at some time between 1882 and 1888;

(d) abandon, by filing a consent dismissal order, or other order, notice or document acceptable to Canada, any other legal proceedings commenced against Canada and any of its Ministers, officials, servants, agents, successors and assigns with respect to the Claim; and

(e) not assert any action, cause of action, suit, claim or demand whatsoever, whether in law, in equity or otherwise, which the Metlakatla Band and any of its past, present and future members and any of their respective heirs, descendants, legal representatives, successors and assigns may have had, may now have or may in the future have against Canada and any of its Ministers, officials, servants, agents, successors and assigns with respect to:

(i) the Claim;

(ii) the procedures resulting in the ratification and execution of this Agreement by the Metlakatla Band;

(iii) the representations and warranties of the Metlakatla Band under section 14.2;

(iv) the deposit of monies on the Metlakatla Band's authority and direction as set out in section 5.5;

(v) this Agreement, except for any action, cause of action, suit, claim or demand to enforce the provisions of this Agreement;

(vi) the environmental condition of the Joint Replacement Lands and the Shoowahtlans Substitute Lands as it exists on the date that the Metlakatla Band executes this Agreement; and

(vii) the setting aside of the Joint Replacement Lands and the Shoowahtlans Substitute Lands as reserves, including, but not limited to, any land use restrictions, restrictive covenants, reversionary rights and third party interests on the Joint Replacement Lands and the Shoowahtlans Substitute Lands which exist on the date that those lands are set apart as reserves.

LAX KW'ALAAMS BAND'S RELEASE TO THE PROVINCE

7.3 In consideration of the mutual fulfilment of promises in this Agreement and in consideration of the transfer by the Province to Canada of the Joint Replacement Lands and the Lax Kw'alaams Replacement Lands for the use and benefit of the Lax Kw'alaams Band, the Lax Kw'alaams Band agrees to:

(a) forever release and discharge the Province and any of its Ministers, officials, servants, agents, successors and assigns from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, which the Lax Kw'alaams Band and any of its past, present and future members and any of their respective heirs, descendants, legal representatives, successors and assigns may ever have had, may now have or may in the future have against the Province and any of its Ministers, officials, servants, agents, successors and assigns with respect to the Claim and the Shoowahtlans Substitute Lands;

(b) abandon the Cut-off Claim Litigation by filing a consent dismissal order, substantially in the form set out in Schedule N, or other order, notice or document acceptable to the Province;

(c) abandon, by filing a consent dismissal order, or other order, notice or document acceptable to the Province, any legal proceedings commenced against the Province and any of its Ministers, officials, servants, agents, successors and assigns with respect to the Claim; and

(d) not assert any action, cause of action, suit, claim or demand whatsoever, whether in law, in equity or otherwise, which the Lax Kw'alaams Band, its past, present and future members and any of their respective heirs, descendants, legal representatives, successors and assigns may have had, may now have or may in the future have against the Province and any of its Ministers, officials, servants, agents, successors and assigns with respect to:

- (i) the Claim;
- (ii) the representations and warranties of the Lax Kw'alaams Band under section 14.1;
- (iii) this Agreement, except for any action, cause of action, suit, claim or demand to enforce the provisions of this Agreement;
- (iv) any land use restrictions, restrictive covenants, reversionary rights and third party interests on the Joint Replacement Lands and the Lax Kw'alaams Replacement Lands disclosed in the Instruments of Transfer;
- (v) subject to section 6.5, the environmental condition of the Joint Replacement Lands and the Lax Kw'alaams Replacement Lands as it exists on the date that the Lax Kw'alaams Band executes this Agreement; and
- (vi) the Shoowahtlans Substitute Lands.

METLAKATLA BAND'S RELEASE TO THE PROVINCE AND THE CITY OF PRINCE RUPERT

7.4 In consideration of the mutual fulfilment of promises in this Agreement and in consideration of the transfer by the Province to Canada of the Joint Replacement Lands and the Shoowahtlans Substitute Lands for the use and benefit of the Metlakatla Band, the Metlakatla Band agrees to:

- (a) forever release and discharge the Province and any of its Ministers, officials, servants, agents, successors and assigns from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, which the Metlakatla Band and any of its past, present and future members and any of their respective heirs, descendants, legal representatives, successors and assigns may ever have had, may now have or may in the future have against the Province and any of its Ministers, officials, servants, agents, successors and assigns with respect to the Claim;
- (b) abandon the Cut-off Claim Litigation by filing a consent dismissal order, substantially in the form attached as Schedule N, or other order, notice or document acceptable to the Province;

- (c) abandon, by filing a consent dismissal order, or other order, notice or document acceptable to the Province, any other legal proceedings commenced against the Province, and any of its Ministers, officials, servants, agents, successors and assigns with respect to the Claim; and
- (d) not assert any action, cause of action, suit, claim or demand whatsoever, whether in law, in equity or otherwise, which the Metlakatla Band, its past, present and future members and any of their respective heirs, descendants, legal representatives, successors and assigns may have had, may now have or may in the future have against the Province and any of its Ministers, officials, servants, agents, successors and assigns with respect to:
 - (i) the Claim;
 - (ii) the representations and warranties of the Metlakatla Band under section 14.2;
 - (iii) this Agreement, except for any action, cause of action, suit, claim or demand to enforce the provisions of this Agreement;
 - (iv) any land use restrictions, restrictive covenants, reversionary rights and third party interests on the Joint Replacement Lands and the Shoowahtlans Substitute Lands disclosed in the Instruments of Transfer;
 - (v) subject to section 6.5, the environmental condition of the Joint Replacement Lands and the Shoowahtlans Substitute Lands as it exists on the date that the Metlakatla Band executes this Agreement; and
 - (vi) the Shoowahtlans Substitute Lands.

7.5 If the Province and the City of Prince Rupert do such things, execute such further documents and take such further measures as may be necessary to initiate:

- (a) the designation of the Shoowahtlans Substitute Lands as a Reserve;
- (b) road access to the Shoowahtlans Substitute Lands from Highway 16 (Yellowhead Highway); and
- (c) the negotiation and conclusion of a commercially reasonable municipal servicing agreement with the Metlakatla Band in respect of the Shoowahtlans Substitute Lands;

then the Metlakatla Band agrees, as of the date that the last of (a), (b), or (c) above is satisfied, to:

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(d) forever release and discharge the City of Prince Rupert and any of its officials, servants, agents, successors and assigns from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, which the Metlakatla Band and any of its past and present members and any of their respective heirs, descendants, legal representatives, successors and assigns may ever have had, may now have or may in the future have against the City of Prince Rupert and any of its officials, servants, agents, successors and assigns with respect to the Claim;

(e) abandon the Shoowahltlans Litigation, as against the City of Prince Rupert, by filing a Notice of Discontinuance, without costs, substantially in the form set out in Schedule P or other order, notice or document acceptable to the City of Prince Rupert; and

(f) not assert any action, cause of action, suit, claim or demand whatsoever, whether in law, in equity or otherwise, which the Metlakatla Band, its past and present members and any of their respective heirs, descendants, legal representatives, successors and assigns may have had, may now have or may in the future have against the City of Prince Rupert and any of its officials, servants, agents, successors and assigns with respect to the Claim.

LAX KW'ALAAMS BAND'S RELEASE TO THE METLAKATLA BAND

7.6 In consideration of the mutual fulfilment of promises in this Agreement, the Lax Kw'alaams Band agrees to:

(a) forever release and discharge the Metlakatla Band from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, which the Lax Kw'alaams Band and any of its past, present and future members and any of their respective heirs, descendants, legal representatives, successors and assigns may ever have had, may now have or may in the future have against the Metlakatla Band with respect to the Claim; and

(b) not assert any action, cause of action, suit, claim or demand whatsoever, whether in law, in equity or otherwise, which the Lax Kw'alaams Band and any of its past, present and future members and any of their respective heirs, descendants, legal representatives, successors and assigns may have had, may now have or may in the future have against the Metlakatla Band with respect to:

(i) the Claim;

(ii) this Agreement, except for any action, cause of action, suit, claim or demand to enforce the provisions of this Agreement;

(iii) any land use restrictions, restrictive covenants, reversionary rights and third party interests on the Replacement Lands which exist on the respective dates that the Replacement Lands are transferred to Canada;

(iv) the environmental condition of the Replacement Lands as they exist on the date that the Lax Kw'alaams Band executes this Agreement; and

(v) the Joint Reserve Management (Ownership) Agreement except for any action, cause of action, suit, claim or demand to enforce the provisions of that Agreement.

METLAKATLA BAND'S RELEASE TO THE LAX KW'ALAAMS BAND

7.7 In consideration of the mutual fulfilment of promises in this Agreement, the Metlakatla Band agrees to:

(a) forever release and discharge the Lax Kw'alaams Band from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, which the Metlakatla Band and any of its past, present and future members and any of their respective heirs, descendants, legal representatives, successors and assigns may ever have had, may now have or may in the future have against the Lax Kw'alaams Band with respect to the Claim; and

(b) not assert any action, cause of action, suit, claim or demand whatsoever, whether in law, in equity or otherwise, which the Metlakatla Band and any of its past, present and future members and any of their respective heirs, descendants, legal representatives, successors and assigns may have had, may now have or may in the future have against the Lax Kw'alaams Band with respect to:

(i) the Claim;

(ii) this Agreement, except for any action, cause of action, suit, claim or demand to enforce the provisions of this Agreement;

(iii) any land use restrictions, restrictive covenants, reversionary rights and third party interests on the Replacement Lands which exist on the respective dates that the Replacement Lands are transferred to Canada;

- (iv) the environmental condition of the Replacement Lands as they exist on the date that the Metlakatla Band executes this Agreement; and
- (v) the Joint Reserve Management (Ownership) Agreement except for any action, cause of action, suit, claim or demand to enforce the provisions of that Agreement.

CANADA'S RELEASE TO THE PROVINCE

7.8 In consideration of the releases provided by the Lax Kw'alaams Band and the Metlakatla Band to Canada under sections 7.1 and 7.2 and the release provided by the Province to Canada under section 7.9 and the mutual promises in this Agreement, Canada agrees to:

- (a) forever release and discharge the Province and any of its Ministers, officials, servants, agents, successors and assigns from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, which Canada and any of its Ministers, officials, servants, agents, successors and assigns may ever have had, may now have or may in the future have against the Province and any of its Ministers, officials, servants, agents, successors and assigns with respect to the Claim to the extent that Canada has been released by the Lax Kw'alaams Band and the Metlakatla Band under sections 7.1 and 7.2; and
- (b) not assert, in its own right or on behalf of the Lax Kw'alaams Band and/or the Metlakatla Band, any action, cause of action, suit, claim or demand whatsoever, whether in law, in equity or otherwise, which the Lax Kw'alaams Band and/or the Metlakatla Band and any of their past, present and future members and any of their respective heirs, descendants, legal representatives, successors and assigns, and Canada and any of its Ministers, officials, servants, agents, successors and assigns may have had, may now have or may in the future have against the Province and any of its Ministers, officials, servants, agents, successors and assigns with respect to the Claim to the extent that Canada has been released by the Lax Kw'alaams Band and the Metlakatla Band under sections 7.1 and 7.2.

PROVINCE'S RELEASE TO CANADA

7.9 In consideration of the releases provided by the Lax Kw'alaams Band and the Metlakatla Band to the Province under sections 7.3 and 7.4 and the release provided by Canada to the Province under section 7.8 and the mutual promises in this Agreement, the Province agrees to:

- (a) forever release and discharge Canada and any of its Ministers, officials, servants, agents, successors and assigns from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, which the Province and any of its Ministers, officials, servants, agents, successors and assigns may ever have had, may now have or may in the future have against Canada and any of its Ministers, officials, servants, agents, successors and assigns with respect to the Claim to the extent that the Province has been released by the Lax Kw'alaams Band and the Metlakatla Band under sections 7.3 and 7.4; and
- (b) not assert any action, cause of action, suit, claim or demand whatsoever, whether in law, in equity or otherwise, which the Province and any of its Ministers, officials, servants, agents, successors and assigns, may have had, may now have or may in the future have against Canada and any of its Ministers, officials, servants, agents, successors and assigns with respect to the Claim to the extent that the Province has been released by the Lax Kw'alaams Band and the Metlakatla Band under sections 7.3 and 7.4.

8.0 INDEMNITY

INDEMNITY BY THE LAX KW'ALAAMS BAND TO CANADA

8.1 The Lax Kw'alaams Band agrees to indemnify Canada and any of its Ministers, officials, servants, agents, successors and assigns from any obligation, liability, duty, loss or damage resulting from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, brought by any Lax Kw'alaams Claimant against Canada and any of its Ministers, officials, servants, agents, successors and assigns with respect to:

- (a) the Claim;
- (b) the procedures resulting in the ratification and execution of this Agreement by the Lax Kw'alaams Band, including, but not limited to, any errors or omissions in the Lax Kw'alaams Band's List of Voters for the Ratification Vote;
- (c) the representations and warranties of the Lax Kw'alaams Band under section 14.1;
- (d) the deposit of monies on the Lax Kw'alaams Band's authority and direction as set out in section 5.4;
- (e) this Agreement, except for any action, cause of action, suit, claim or demand to enforce the provisions of this Agreement; and

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(f) the environmental condition of the Replacement Lands as it exists on the date that the Lax Kw'alaams Band executes this Agreement.

8.2 The Lax Kw'alaams Band agrees to indemnify Canada and any of its Ministers, officials, servants, agents, successors and assigns from any obligation, liability, duty, loss or damage resulting from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, brought by any Lax Kw'alaams Person against Canada and any of its Ministers, officials, servants, agents, successors and assigns with respect to the setting aside of the Joint Replacement Lands and the Lax Kw'alaams Replacement Lands as reserves, including, but not limited to, any land use restrictions, restrictive covenants, reversionary rights and third party interests on the Joint Replacement Lands and the Lax Kw'alaams Replacement Lands which exist on the date that those lands are set apart as reserves.

8.3 Except as otherwise provided in section 8.4, if Canada enters into a settlement with any Lax Kw'alaams Person respecting any obligation, liability, duty, loss or damage resulting from any action, cause of action, suit, claim or demand for which an indemnity is provided under section 8.2, Canada will not require the Lax Kw'alaams Band to indemnify Canada without the written consent of the Lax Kw'alaams Band Council on behalf of the Lax Kw'alaams Band.

8.4 Section 8.3 does not apply and the Lax Kw'alaams Band's written consent to a settlement described in section 8.3 is not required when an award or declaration of damages or compensation, monetary or otherwise, resulting from any action, cause of action, suit, claim or demand for which an indemnity is provided under section 8.2 has been determined by a final judgment or decision of a court or any other tribunal with lawful jurisdiction over the parties including all appeals therefrom.

8.5 Canada will use all reasonable efforts to notify the Lax Kw'alaams Band of any action, cause of action, suit, proceeding, claim or demand which may reasonably give rise to indemnification under section 8.1 or 8.2.

8.6 Canada will assume and control the defence and any negotiations relating to any action, cause of action, suit, claim or demand referred to in section 8.1 or 8.2. Canada agrees that it will not refuse to defend itself based solely on the existence of this section.

8.7 Any demand by Canada for indemnification will be made in writing, and if the amount so claimed is not paid by the Lax Kw'alaams Band within one hundred and twenty (120) days of receipt of such notice, Canada will be entitled to invoke all rights and remedies provided by law to recover any amounts owed by the Lax Kw'alaams Band.

INDEMNITY BY THE METLAKATLA BAND TO CANADA

8.8 The Metlakatla Band agrees to indemnify Canada and any of its Ministers, officials, servants, agents, successors and assigns from any obligation, liability, duty, loss or damage resulting from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, brought by any Metlakatla Claimant against Canada and any of its Ministers, officials, servants, agents, successors and assigns with respect to:

- (a) the Claim;
- (b) the procedures resulting in the ratification and execution of this Agreement by the Metlakatla Band, including, but not limited to, any errors or omissions in the Metlakatla Band's List of Voters for the Ratification Vote;
- (c) the representations and warranties of the Metlakatla Band under section 14.2;
- (d) the deposit of monies on the Metlakatla Band's authority and direction as set out in section 5.5;
- (e) this Agreement, except for any action, cause of action, suit, claim or demand to enforce the provisions of this Agreement; and
- (f) the environmental condition of the Joint Replacement Lands and the Shoowahtlans Substitute Lands as it exists on the date that the Metlakatla Band executes this Agreement.

8.9 The Metlakatla Band agrees to indemnify Canada and any of its Ministers, officials, servants, agents, successors and assigns from any obligation, liability, duty, loss or damage resulting from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, brought by any Metlakatla Person against Canada and any of its Ministers, officials, servants, agents, successors and assigns with respect to the setting aside of the Joint Replacement Lands and the Shoowahtlans Substitute Lands as reserves, including, but not limited to, any land use restrictions, restrictive covenants, reversionary rights and third party interests on the Joint Replacement Lands and the Shoowahtlans Substitute Lands which exist on the date that those lands are set apart as reserves.

8.10 Except as otherwise provided in section 8.11, if Canada enters into a settlement with any Metlakatla Person respecting any obligation, liability, duty, loss or damage resulting from any action, cause of action, suit, claim or demand for which an indemnity is provided under section 8.9, Canada will not require the Metlakatla Band to indemnify Canada without the written consent of the Metlakatla Band Council on behalf of the Metlakatla Band.

- 8.11 Section 8.10 does not apply and the Metlakatla Band's written consent to a settlement described in section 8.10 is not required when an award or declaration of damages or compensation, monetary or otherwise, resulting from any action, cause of action, suit, claim or demand for which an indemnity is provided under section 8.9 has been determined by a final judgment or decision of a court or any other tribunal with lawful jurisdiction over the parties including all appeals therefrom.
- 8.12 Canada will use all reasonable efforts to notify the Metlakatla Band of any action, cause of action, suit, proceeding, claim or demand which may reasonably give rise to indemnification under section 8.8 or 8.9.
- 8.13 Canada will assume and control the defence and any negotiations relating to any action, cause of action, suit, claim or demand referred to in section 8.8 or 8.9. Canada agrees that it will not refuse to defend itself based solely on the existence of this section.
- 8.14 Any demand by Canada for indemnification will be made in writing, and if the amount so claimed is not paid by the Metlakatla Band within one hundred and twenty (120) days of receipt of such notice, Canada will be entitled to invoke all rights and remedies provided by law to recover any amounts owed by the Metlakatla Band.

INDEMNITY BY THE LAX KW'ALAAMS BAND TO THE PROVINCE

- 8.15 The Lax Kw'alaams Band agrees to indemnify the Province and any of its Ministers, officials, servants, agents, successors and assigns from any obligation, liability, duty, loss or damage resulting from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, brought by any Lax Kw'alaams Claimant against the Province and any of its Ministers, officials, servants, agents, successors and assigns with respect to:
- (a) the Claim;
 - (b) the representations and warranties of the Lax Kw'alaams Band under section 14.1;
 - (c) this Agreement, except for any action, cause of action, suit, claim or demand to enforce the provisions of this Agreement; and
 - (d) subject to section 6.5, the environmental condition of the Joint Replacement Lands and the Lax Kw'alaams Replacement Lands as it exists on the date that the Lax Kw'alaams Band executes this Agreement.

- 8.16 The Lax Kw'alaams Band agrees to indemnify the Province and any of its Ministers, officials, servants, agents, successors and assigns from any obligation, liability, duty, loss or damage resulting from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, brought by any Lax Kw'alaams Person against the Province and any of its Ministers, officials, servants, agents, successors and assigns with respect to:
- (a) any land use restrictions, restrictive covenants, reversionary rights and third party interests on the Joint Replacement Lands and the Lax Kw'alaams Replacement Lands disclosed in the Instruments of Transfer; and
 - (b) the setting aside of the Joint Replacement Lands, Lax Kw'alaams Replacement Lands and the Shoowahlans Substitute Lands as reserves.
- 8.17 Except as otherwise provided in section 8.18, if the Province enters into a settlement with any Lax Kw'alaams Person respecting any obligation, liability, duty, loss or damage resulting from any action, cause of action, suit, claim or demand for which an indemnity is provided under section 8.16, the Province will not require the Lax Kw'alaams Band to indemnify the Province without the written consent of the Lax Kw'alaams Band Council on behalf of the Lax Kw'alaams Band.
- 8.18 Section 8.17 does not apply and the Lax Kw'alaams Band's written consent to a settlement described in section 8.17 is not required when an award or declaration of damages or compensation, monetary or otherwise, resulting from any action, cause of action, suit, claim or demand for which an indemnity is provided under section 8.16 has been determined by a final judgment or decision of a court or any other tribunal with lawful jurisdiction over the parties including all appeals therefrom.
- 8.19 The Province will use all reasonable efforts to notify the Lax Kw'alaams Band of any action, cause of action, suit, proceeding, claim or demand which may reasonably give rise to indemnification under section 8.15 or 8.16.
- 8.20 The Province will assume and control the defence and any negotiations relating to any action, cause of action, suit, claim or demand referred to in section 8.15 or 8.16. The Province agrees that it will not refuse to defend itself based solely on the existence of this section.
- 8.21 Any demand by the Province for indemnification will be made in writing, and if the amount so claimed is not paid by the Lax Kw'alaams Band within one hundred and twenty (120) days of receipt of such notice, the Province will be entitled to invoke all rights and remedies provided by law to recover any amounts owed by the Lax Kw'alaams Band.

INDEMNITY BY THE METLAKATLA BAND TO THE PROVINCE

8.22 The Metlakatla Band agrees to indemnify the Province and any of its Ministers, officials, servants, agents, successors and assigns from any obligation, liability, duty, loss or damage resulting from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, brought by any Metlakatla Claimant against the Province and any of its Ministers, officials, servants, agents, successors and assigns with respect to:

- (a) the Claim;
- (b) the representations and warranties of the Metlakatla Band under section 14.2;
- (c) this Agreement, except for any action, cause of action, suit, claim or demand to enforce the provisions of this Agreement; and
- (d) subject to section 6.5, the environmental condition of the Joint Replacement Lands and the Shoowahatlans Substitute Lands as it exists on the date that the Metlakatla Band executes this Agreement.

8.23 The Metlakatla Band agrees to indemnify the Province and any of its Ministers, officials, servants, agents, successors and assigns from any obligation, liability, duty, loss or damage resulting from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, brought by any Metlakatla Person against the Province and any of its Ministers, officials, servants, agents, successors and assigns with respect to:

- (a) any land use restrictions, restrictive covenants, reversionary rights and third party interests on the Joint Replacement Lands and the Shoowahatlans Substitute Lands disclosed in the Instruments of Transfer; and
- (b) the setting aside of the Joint Replacement Lands, Lax Kw'alaams Replacement Lands and the Shoowahatlans Substitute Lands as reserves.

8.24 Except as otherwise provided in section 8.25, if the Province enters into a settlement with any Metlakatla Person respecting any obligation, liability, duty, loss or damage resulting from any action, cause of action, suit, claim or demand for which an indemnity is provided under section 8.23, the Province will not require the Metlakatla Band to indemnify the Province without the written consent of the Metlakatla Band Council on behalf of the Metlakatla Band.

8.25 Section 8.24 does not apply and the Metlakatla Band's written consent to a settlement described in section 8.24 is not required when an award or declaration of damages or compensation, monetary or otherwise, resulting from any action, cause of action, suit, claim or demand for which an indemnity is provided under section 8.23

has been determined by a final judgment or decision of a court or any other tribunal with lawful jurisdiction over the parties including all appeals therefrom.

8.26 The Province will use all reasonable efforts to notify the Metlakatla Band of any action, cause of action, suit, proceeding, claim or demand which may reasonably give rise to indemnification under section 8.22 or 8.23.

8.27 The Province will assume and control the defence and any negotiations relating to any action, cause of action, suit, claim or demand referred to in section 8.22 or 8.23. The Province agrees that it will not refuse to defend itself based solely on the existence of this section.

8.28 Any demand by the Province for indemnification will be made in writing, and if the amount so claimed is not paid by the Metlakatla Band within one hundred and twenty (120) days of receipt of such notice, the Province will be entitled to invoke all rights and remedies provided by law to recover any amounts owed by the Metlakatla Band.

INDEMNITY BY THE LAX KW'ALAAMS BAND TO THE METLAKATLA BAND

8.29 The Lax Kw'alaams Band agrees to indemnify the Metlakatla Band from any obligation, liability, duty, loss or damage resulting from any action, cause of action, suit, claim or demand, whether known or unknown, and whether in law, in equity or otherwise, brought by anyone who is a member of the Lax Kw'alaams Band or that claims to be a member of the Lax Kw'alaams Band against the Metlakatla Band with respect to:

- (a) the Claim;
- (b) this Agreement, except for any action, cause of action, suit, claim or demand to enforce the provisions of this Agreement;
- (c) any land use restrictions, restrictive covenants, reversionary rights and third party interests on the Replacement Lands which exist on the respective dates that the Replacement Lands are transferred to Canada; and
- (d) the Joint Reserve Management (Ownership) Agreement, except for any action, cause of action, suit, claim or demand to enforce the provisions of that Agreement.

where the action, cause of action, suit, claim or demand is based on or arises from membership in the Lax Kw'alaams Band.

INDEMNITY BY THE METLAKATLA BAND TO THE LAX KW'ALAAMS BAND

8.30 The Metlakatla Band agrees to indemnify the Lax Kw'alaams Band from any obligation, liability, duty, loss or damage resulting from any action, cause of action, suit, claim or demand, whether known or unknown, and whether in law, in equity or otherwise, brought by anyone who is a member of the Metlakatla Band or that claims to be a member of the Metlakatla Band against the Lax Kw'alaams Band with respect to:

- (a) the Claim;
- (b) this Agreement, except for any action, cause of action, suit, claim or demand to enforce the provisions of this Agreement;
- (c) any land use restrictions, restrictive covenants, reversionary rights and third party interests on the Replacement Lands which exist on the respective dates that the Replacement Lands are transferred to Canada; and
- (d) the Joint Reserve Management (Ownership) Agreement, except for any action, cause of action, suit, claim or demand to enforce the provisions of that Agreement

where the action, cause of action, suit, claim or demand is based on or arises from membership in the Metlakatla Band.

9.0 APPLICATION OF THIS AGREEMENT

9.1 The Parties agree that this Agreement addresses all of the issues between them related to the Claim, including all such issues related to the Cut-off Lands, and the Replacement Lands.

9.2 The Parties agree that the Cut-Off Lands are the same lands as and comprise the entire lands that were cut-off from lands of the Band pursuant to paragraph 2(a) of the McKenna-McBride Agreement of September 24, 1912, the Indian Affairs Settlement Act, S.B.C. 1919, c.32, the British Columbia Indian Lands Settlement Act, S.C. 1920 c.51, and the report of the Royal Commission on Indian Affairs for the Province of British Columbia of June 30, 1916, as approved by Dominion Privy Council Order 1265 of July 19, 1924 and British Columbia Order in Council 911 of July 26, 1923.

10.0 RATIFICATION

10.1 The Lax Kw'alaams Band and Metlakatla Band will each have an independent Ratification Vote.

10.2 The Lax Kw'alaams Band agrees to, approves, and ratifies the terms and conditions of this Agreement and the Joint Reserve Management (Ownership) Agreement and authorizes the Lax Kw'alaams Council to execute this Agreement and the Joint Reserve Management (Ownership) Agreement if:

- (a) the Lax Kw'alaams Council provides a Band Council Resolution to Canada indicating that the Lax Kw'alaams Council agrees to, approves and ratifies this Agreement and the Joint Reserve Management (Ownership) Agreement; and
- (b) a majority (over 50%) of votes cast by the Lax Kw'alaams Voters at the Lax Kw'alaams Band's Ratification Vote are in favour of the Ballot Question.

10.3 The Metlakatla Band agrees to, approves, and ratifies and approves the terms and conditions of this Agreement and the Joint Reserve Management (Ownership) Agreement and authorizes the Metlakatla Council to execute this Agreement and the Joint Reserve Management (Ownership) Agreement if:

- (a) the Metlakatla Council provides a Band Council Resolution to Canada indicating that the Metlakatla Council agrees to, approves and ratifies this Agreement and the Joint Reserve Management (Ownership) Agreement; and
- (b) a majority (over 50%) of votes cast by the Metlakatla Voters at the Metlakatla Band's Ratification Vote are in favour of the Ballot Question.

10.4 If the required approval and authorization is not obtained from both the Lax Kw'alaams Band and the Metlakatla Band pursuant to sections 10.2 and 10.3, then neither this Agreement nor the Joint Reserve Management (Ownership) Agreement will be executed on behalf of either the Lax Kw'alaams Band or the Metlakatla Band and neither will have any effect.

11.0 CONDITIONS PRECEDENT

11.1 The Parties agree that the following are conditions precedent to any obligation by Canada to execute this Agreement:

- (a) the ratification of this Agreement by the Lax Kw'alaams Band and the Metlakatla Band in accordance with Article 10.0;
- (b) the execution of this Agreement by the Lax Kw'alaams Council and the Metlakatla Council;

- (c) the ratification of the Joint Reserve Management (Ownership) Agreement in accordance with Article 10.0;
- (d) the issuance and delivery to Canada by the Lax Kw'alaams Band's legal counsel of written certification to the effect that:
 - (i) the Lax Kw'alaams Band's legal counsel is qualified to practice law in the Province of British Columbia and has been retained to advise the Lax Kw'alaams Band with regard to the Claim up to and including the execution and implementation of the Agreement and the Joint Reserve Management (Ownership) Agreement; and
 - (ii) the Lax Kw'alaams Band's legal counsel has fully explained the Claim and the legal nature and effect of the Agreement and the Joint Reserve Management (Ownership) Agreement and their implementation to the Lax Kw'alaams Chief and Lax Kw'alaams Council and to the members of the Lax Kw'alaams Band present at the Lax Kw'alaams Band's Information Meeting held in accordance with the Voting Guidelines;
- (e) the issuance and delivery to Canada by the Metlakatla Band's legal counsel of written certification to the effect that:
 - (i) the Metlakatla Band's legal counsel is qualified to practice law in the Province of British Columbia and has been retained to advise the Metlakatla Band with regard to the Claim up to and including the execution and implementation of the Agreement and the Joint Reserve Management (Ownership) Agreement; and
 - (ii) the Metlakatla Band's legal counsel has fully explained the Claim and the legal nature and effect of the Agreement and the Joint Reserve Management (Ownership) Agreement and their implementation to the Metlakatla Chief and Metlakatla Council and to the members of the Metlakatla Band present at the Metlakatla Band's Information Meeting held in accordance with the Voting Guidelines; and
- (f) the necessary federal government approvals have been obtained with respect to this Agreement, including:
 - (i) execution of the Agreement by the Minister on behalf of Canada has been authorized by the Governor in Council; and
 - (ii) funds for the payments set out in Article 5.0 have been approved and appropriated for that purpose by Canada.

The Parties agree that the following are conditions precedent to any obligation by the Province to execute this Agreement:

- (a) the ratification of this Agreement by the Lax Kw'alaams Band and the Metlakatla Band in accordance with Article 10.0;
- (b) the execution of this Agreement by the Lax Kw'alaams Council and the Metlakatla Council;
- (c) the issuance and delivery to the Province by the Lax Kw'alaams Band's legal counsel of written certification to the effect that:
 - (i) the Lax Kw'alaams Band's legal counsel is qualified to practice law in the Province of British Columbia and has been retained to advise the Lax Kw'alaams Band with regard to the Claim up to and including the execution and implementation of the Agreement; and
 - (ii) the Lax Kw'alaams Band's legal counsel has fully explained the Claim and the legal nature and effect of the Agreement and its implementation to the Lax Kw'alaams Chief and Lax Kw'alaams Council and to the members of the Lax Kw'alaams Band present at the Lax Kw'alaams Band's Information Meeting held in accordance with the Voting Guidelines;
- (d) the issuance and delivery to the Province by the Metlakatla Band's legal counsel of written certification to the effect that:
 - (i) the Metlakatla Band's legal counsel is qualified to practice law in the Province of British Columbia and has been retained to advise the Metlakatla Band with regard to the Claim up to and including the execution and implementation of the Agreement; and
 - (ii) the Metlakatla Band's legal counsel has fully explained the Claim and the legal nature and effect of the Agreement and its implementation to the Metlakatla Chief and Metlakatla Council and to the members of the Metlakatla Band present at the Metlakatla Band's Information Meeting held in accordance with the Voting Guidelines; and
- (e) the necessary provincial government approvals have been obtained with respect to this Agreement, including the prior approval of the Minister of Aboriginal Relations and Reconciliation.

Handwritten signature or mark.

12.0 EXECUTION

- 12.1 This Agreement will be executed by the Minister of Indian Affairs and Northern Development on behalf of Canada after the conditions precedent set out in section 11.1 have been met.
- 12.2 This Agreement will be executed by the Minister of Aboriginal Relations and Reconciliation on behalf of the Province after the conditions precedent set out in section 11.2 have been met.
- 12.3 This Agreement will be executed by at least a quorum of the Lax Kw'alaams Council on behalf of the Lax Kw'alaams Band following ratification of this Agreement.
- 12.4 This Agreement will be executed by at least a quorum of the Metlakatla Council on behalf of the Metlakatla Band following ratification of this Agreement.
- 12.5 This Agreement becomes effective on the latest date that this Agreement is signed on behalf of Lax Kw'alaams Band, the Metlakatla Band, Canada and the Province pursuant to sections 12.1, 12.2, 12.3 and 12.4.

13.0 SPECIAL LEGISLATION

- 13.1 The Parliament of Canada has enacted the *British Columbia Indian Cut-off Lands Settlement Act*, S.C. 1984, c. 2 which, among other things, authorizes the Lax Kw'alaams Band and the Metlakatla Band to enter into this Agreement and provides that the Governor in Council may by order approve this Agreement and declare it to have effect as of the date of its execution.
- 13.2 The Legislative Assembly of the Province of British Columbia has enacted the *Indian Cut-off Lands Disputes Act*, R.S.B.C. 1996, c. 218 which, among other things, enables a Minister of the Province to enter into this Agreement.

14.0 REPRESENTATIONS AND WARRANTIES OF THE BANDS

- 14.1 The Lax Kw'alaams Band represents and warrants that:
- (a) the Lax Kw'alaams Band has retained independent legal counsel qualified to practice law in the Province of British Columbia to advise the Lax Kw'alaams Band with regard to the Claim up to and including the execution and implementation of the Agreement and the Joint Reserve Management (Ownership) Agreement;

- (b) the Lax Kw'alaams Band's legal counsel has fully explained the Claim and the legal nature and effect of the Agreement and the Joint Reserve Management (Ownership) Agreement as well as their implementation to the Chief and Councillors and to the members of the Lax Kw'alaams Band present at the Lax Kw'alaams Band's Information Meeting held in accordance with the Voting Guidelines; and
- (c) an interpreter fluent in the native language of the Lax Kw'alaams Band was present and available to those members in need of an interpreter (if there were any such members) at all times during the Lax Kw'alaams Band's Information Meeting and Ratification Vote.

14.2 The Metlakatla Band represents and warrants that:

- (a) the Metlakatla Band has retained independent legal counsel qualified to practice law in the Province of British Columbia to advise the Metlakatla Band with regard to the Claim up to and including the execution and implementation of the Agreement and the Joint Reserve Management (Ownership) Agreement;
- (b) the Metlakatla Band's legal counsel has fully explained the Claim and the legal nature and effect of the Agreement and the Joint Reserve Management (Ownership) Agreement as well as their implementation to the Chief and Councillors and to the members of the Metlakatla Band present at the Metlakatla Band's Information Meeting held in accordance with the Voting Guidelines; and
- (c) an interpreter fluent in the native language of the Metlakatla Band was present and available to those members in need of an interpreter (if there were any such members) at all times during the Metlakatla Band's Information Meeting and Ratification Vote.

15.0 BINDING EFFECT

- 15.1 This Agreement is for the benefit of and is binding upon Canada and any of its Ministers, officials, servants, agents, successors and assigns and upon the Province and any of its Ministers, officials, servants, agents, successors and assigns and upon the Lax Kw'alaams Band, its past, present and future members and any of their respective heirs, descendants, legal representatives, successors and assigns and upon the Metlakatla Band, its past, present and future members and any of their respective heirs, descendants, legal representatives, successors and assigns.

16.0 SEVERABILITY

- 16.1 If any provision or part of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction it will not affect or impair the validity of any other provision or part of this Agreement and all other provisions and parts of this Agreement will continue in full force and effect and be construed as if this Agreement had been executed without the void or unenforceable provision or part.
- 16.2 Where any provision or part of this Agreement has been severed in accordance with section 16.1 and that severance materially affects the implementation of this Agreement, including but not limited to Articles 7.0 and 8.0, the Parties agree to meet to resolve any issues as may arise as a result of that severance and to amend this Agreement to remedy or replace the provision or part.

17.0 AMENDMENTS

- 17.1 This Agreement may only be varied, changed, amended or replaced by written agreement which has been duly executed by the Parties to this Agreement.
- 17.2 Any amendment of this Agreement pursuant to section 17.1 will be approved in the same manner as set out in this Agreement, except that the Lax Kw'alaams Band and Metlakatla Band hereby authorize, empower and direct their present Councils and succeeding Councils to act for and on behalf of the respective Bands in amending this Agreement, without the requirement of a Ratification Vote, for any of the following purposes:
- (a) to resolve any conflicts or inconsistencies which may exist between any of the terms of this Agreement and any provision of any applicable law or regulation, so long as the Parties agree that such amendments will not be prejudicial to the interests of the Parties; or
 - (b) to correct any typographical error in this Agreement, or to make corrections or changes required for the purpose of curing or correcting a clerical omission, mistake, manifest error or the ambiguity arising from defective or inconsistent provisions contained in this Agreement.

18.0 FURTHER ASSURANCES

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

18.2

The Lax Kw'alaams Band confirms that by its Ratification Vote the Lax Kw'alaams Band has authorized the present Lax Kw'alaams Council and any succeeding Council to act for and on behalf of the Lax Kw'alaams Band and its members and any of their respective heirs, descendants, legal representatives, successors and assigns to do such things, execute such further documents and take such further measures as may be necessary to carry out and implement the terms, conditions, intent and meaning of this Agreement.

18.3

The Metlakatla Band confirms that by its Ratification Vote the Metlakatla Band has authorized the present Metlakatla Council and any succeeding Council to act for and on behalf of the Metlakatla Band and its members and any of their respective heirs, descendants, legal representatives, successors and assigns to do such things, execute such further documents and take such further measures as may be necessary to carry out and implement the terms, conditions, intent and meaning of this Agreement.

19.0

NOTICE

19.1

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

(a)

To Canada:

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

FAX: (819) 953-0545

(b)

To the Province:

Deputy Minister
Aboriginal Relations and Reconciliation
Parliament Buildings
Victoria, British Columbia V8V 1X4

FAX: (250) 387-6073

- (c) **To the Lax Kw'alaams Band:**
Chief and Council
Lax Kw'alaams Indian Band,
Band Administration Office,
206 Shashaak Street
Port Simpson, British Columbia V0V1H0

FAX: (250) 625-3246

- (d) **To the Metlakatla Band**
Chief and Council
Metlakatla Indian Band
Band Administration Office
P.O. Box 459
Prince Rupert, British Columbia V8J 3R2

FAX: (250) 628-9205

19.2 Any notice may be delivered personally or sent by facsimile or registered mail to any of the Parties at the address set out in section 19.1, provided that the mail will not be used by any of the Parties during an actual or anticipated postal disruption or stoppage. The notice will be presumed to have been received by the Party:

- (a) if delivered personally, on the day that it was delivered;
(b) if sent by facsimile, on the next business day after it was transmitted; and
(c) if sent by registered mail, on the earlier of the day it was received or the fifth day after it was mailed.

20.0 GENERAL PROVISIONS

20.1 In this Agreement:

- (a) words in the singular include the plural and words in the plural include the singular; and
(b) words importing male persons include female persons and corporations.

20.2 No member of the House of Commons or the Legislative Assembly of the Province will be admitted to any share of this settlement or any benefit arising from this Agreement.

20.3 This Agreement is not a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*, being Schedule B to the *Canada Act 1982* (U.K.), 1982, c. 11.

20.4 Subject to the terms and provisions herein, this Agreement may be signed in counterpart.

20.5 Where a Lax Kw'alaams Council is to act for and on behalf of the Lax Kw'alaams Band, a quorum of the Lax Kw'alaams Council is sufficient to do so.

20.6 Where a Metlakatla Council is to act for and on behalf of the Metlakatla Band, a quorum of the Metlakatla Council is sufficient to do so.

20.7 The headings and table of contents are provided solely for convenience and will not control or affect the meaning or construction of any part of this Agreement.

20.8 This Agreement, including the Schedules, constitutes the entire agreement and no other documents form part of this Agreement.

20.9 This Agreement will be governed by the applicable laws of British Columbia and Canada.

20.10 There will be no presumption that any ambiguity in any of the provisions of this Agreement should be interpreted in favour of any Party.

20.11 Except as expressed in this Agreement, no representation, warranty, collateral agreement, undertaking or condition will affect this Agreement.

20.12 The Parties agree that the rights and obligations of the Parties to this Agreement may not be assigned or otherwise transferred without the prior written consent of the other Parties, such consent not to be unreasonably withheld.

21.0 ADMISSIONS

21.1 This Agreement is entered into by Canada, the Province, the Lax Kw'alaams Band and the Metlakatla Band without any admission of fact or liability whatsoever.

IN WITNESS WHEREOF the Minister of Indian Affairs and Northern Development has signed on behalf of Canada on the 4th day of September, 2008; the Minister of Aboriginal Relations and Reconciliation has signed on behalf of the Province of British Columbia, on the 13 day of February, 2008; the Lax Kw'alaams Chief and Council has signed on behalf of the Lax Kw'alaams Indian Band on the 8 day of January, 2008; and the Metlakatla Chief and Council has signed on behalf of the Metlakatla Indian Band on the 7 day of January, 2008.

SIGNED on behalf of HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Indian Affairs and Northern Development in the presence of:

Signature: Shelagh Murphy
Name of Witness: Shelagh Murphy
Address: 1170 10 Wellington St
Gatineau Que
Occupation: Dep't Assistant

SIGNED on behalf of HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA, as represented by the Minister of Aboriginal Relations and Reconciliation, in the presence of:

Signature: Al Bl
Name of Witness: Catherine Panter
Address: 242 Bechar Bay Road
East Soke BC
Occupation: Chief Negotiator

Chuck HTH

Minister of Indian Affairs and Northern Development

AdS

Minister of Aboriginal Relations and Reconciliation

SIGNED ON BEHALF OF THE LAX KW'ALAAMS INDIAN BAND by the Lax Kw'alaams Council in the presence of:

Signature: Karen Knott
Name of Witness: Karen Knott
Address: Lax-Kw'alaams
Occupation: Indian Registry

John Heli
Per: Chief

Eugene B...
Per: Councillor

John L...
Per: Councillor

Ted White
Per: Councillor

Barbara H...
Per: Councillor

Edward J. H...
Per: Councillor

Hele...
Per: Councillor

Maudie...
Per: Councillor

Per: Councillor

Per: Councillor

Per: Councillor

Per: Councillor

SIGNED ON BEHALF OF
THE METLAKATLA INDIAN BAND
by the Metlakatla Council in the presence of:

Signature: C.B. Sanderson

Name of Witness: BRAD SANDERSON

Address: 600-1138 MELVILLE ST.

VANCOUVER, BC

Occupation: FEDERAL GOVERNMENT -
BAND GOVERNANCE OFFICER,
INDIAN + NORTHERN AFFAIRS

Per: Chief

Cindy Smith

Per: Councillor

David Leask

Per: Councillor

Sinae Ryan

Per: Councillor

Per: Councillor

Per: Councillor

Per: Councillor

IN WITNESS WHEREOF the negotiators for Canada, the Province, the Lax Kw'alaams Band
and the Metlakatla Band have initialled this Agreement for the purpose of showing that an
agreement-in-principle has been achieved.

For Canada

Witness: [Signature]

Date: November 7, 2007

Peter Viemtoric

Negotiator

For the Province

Witness: [Signature]

Date: November 13, 2007

[Signature]

Negotiator

For the Lax Kw'alaams Band

Witness: [Signature]

Date: November 8, 2007

[Signature]

Negotiator

For the Metlakatla Band

Witness: [Signature]

Date: November 9, 2007

[Signature]

Negotiator

SCHEDULE A

CUT-OFF LANDS

A. Lands cut-off from the Lax Kw'alaams Band:

Finlayson Island

- All of District Lot 3976, Range 5 Coast District, in the Province of British Columbia containing 465 hectares (1,150 acres) more or less.

B. Lands cut-off from the Metlakatla Band:

Shoowahltlans

- Firstly, all of District Lot 3974, Range 5, Coast District, in the Province of British Columbia as shown on Plan 1T1813 recorded in the British Columbia Crown Land Registry in Victoria, a copy of which is recorded under number 82705 in the Canada Lands Surveys Records in Ottawa. Containing 8.32 hectares (20.56 acres) more or less. Secondly, all of District Lot 7438, Range 5, Coast District, in the Province of British Columbia. Containing 0.251 hectares (0.62 acres) more or less.

C. Lands cut-off from the Lax Kw'alaams Band and the Metlakatla Band:

Tsimpsean

- All of District Lot 3975, Range 5 Coast District, in the Province of British Columbia. Containing 4,236 hectares (10,468 acres) more or less.

Willaclough

- Firstly, all of District Lot 8075, Range 5, Coast District, in the Province of British Columbia as shown on Plan 6T1816 recorded in the British Columbia Crown Land Registry in Victoria, a copy of which is recorded under number 82706 in the Canada Lands Surveys Records in Ottawa. Containing 10.3 hectares (25.4 acres) more or less. Secondly, all of the land set aside for Arterial Highway 599-R Right of Way as shown on Plan 9224 deposited in the Land Title Office in Prince Rupert, a copy of which is recorded under number 84901 in the Canada Lands Surveys Records in Ottawa. Containing an area of 1.047 hectares (2.59 acres), more or less.

Point Veitch

- All of District Lot 8076, Range 5, Coast District, in the Province of British Columbia as shown on Plan 2T1817 recorded in the Crown Lands Registry in Victoria. A copy of the said plan is recorded under number 82704 in the Canada Lands Surveys Records in Ottawa. Containing 6.64 hectares (16.41 acres) more or less.

SCHEDULE B

JOINT REPLACEMENT LANDS

The lands of which the administration and control is to be transferred by the Province to Canada will be as follows:

Tsimpsean

- All of District Lot 3975, Range 5 Coast District, in the Province of British Columbia, saving and excepting all beds of bodies of water, and containing 4,236 hectares (10,468 acres) more or less.

Willaclough

- All of District Lot 8075, Range 5, Coast District, in the Province of British Columbia as shown on Plan 6T1816 recorded in the British Columbia Crown Land Registry in Victoria, a copy of which is recorded under number 82706 in the Canada Lands Surveys Records in Ottawa, saving and excepting all beds of bodies of water, and containing 10.2 hectares (25.2 acres) more or less.

Point Veitch

- All of District Lot 8076, Range 5, Coast District, in the Province of British Columbia shown on Crown Lands Registry Plan 2T1817. A copy of the said plan is recorded in the Canada Lands Surveys Records under number 82704, saving and excepting all beds of bodies of water, and containing 6.19 hectares (15.29 acres) more or less.

Khyex

- Block A, District Lots 182 and 5956, Range 5, Coast District, in British Columbia, a copy of the said plan is recorded in the Canada Lands Surveys Records under number 87744, saving and excepting all beds of bodies of water, and containing 2.10 hectares (5.2 acres) more or less.

SCHEDULE C

LAX KW'ALAAMS REPLACEMENT LANDS

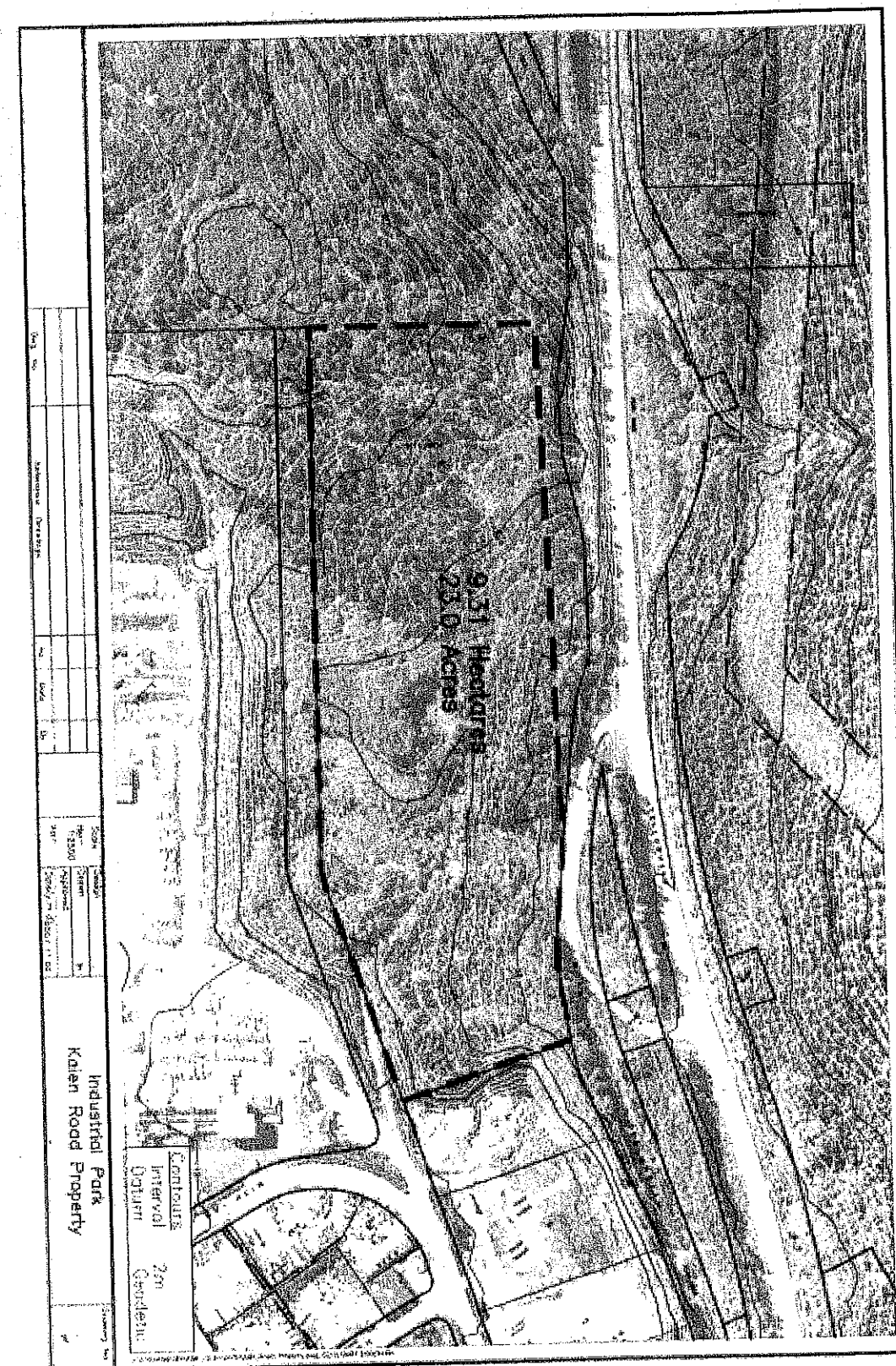
The lands of which the administration and control is to be transferred by the Province to Canada will be as follows:

Finlayson Island

- All of District Lot 3976, Range 5, Coast District, in the Province of British Columbia, saving and excepting all beds of bodies of water, and containing 465 hectares (1,150 acres) more or less.

SCHEDULE D

SHOOWAHTLANS SUBSTITUTE LANDS



Handwritten signature or mark.

SCHEDULE E

SHOOWAHTLANS RETAINED LANDS

Lands remaining under the administration and control of the Province:

Shoowahtlans

- Firstly, all of District Lot 3974, Range 5, Coast District, in the Province of British Columbia as shown on Plan 1T1813 recorded in the British Columbia Crown Land Registry in Victoria, a copy of which is recorded under number 82705 in the Canada Lands Surveys Records in Ottawa. Containing 8.32 hectares (20.56 acres) more or less. Secondly, all of District Lot 7438, Range 5, Coast District, in the Province of British Columbia. Containing 0.251 hectares (0.62 acres) more or less.

SCHEDULE F

WILLACLOUGH SUBSTITUTE LANDS

The lands of which the administration and control is to be transferred by the Province to Canada and which comprise part of the Joint Replacement Lands will be as follows:

Khyex

- Block A, District Lots 182 and 5956, Range 5, Coast District, in British Columbia, a copy of the said plan is recorded in the Canada Lands Surveys Records under number 87744, saving and excepting all beds of bodies of water, and containing 2.10 hectares (5.2 acres) more or less.

SCHEDULE G


WILLACLOUGH RETAINED LANDS

Lands remaining under the administration and control of the Province:

- All of the land set aside for Arterial Highway 599-R Right of Way as shown on Plan 9224 deposited in the Land Title Office in Prince Rupert, a copy of which is recorded under number 84901 in the Canada Lands Surveys Records in Ottawa. Containing an area of 1.047 hectares (2.59 acres), more or less.

SCHEDULE H

APPROVALS-IN-PRINCIPLE FOR JOINT REPLACEMENT LANDS AND THE LAX KW'ALAAMS REPLACEMENT LANDS

 Indian and Northern Affairs Canada Affaires indiennes et du Nord Canada

June 28, 2001

Votre référence

Notre référence

E5673-3-000.

Metlakatla First Nation
P.O. Box 459
Prince Rupert, BC
V8J 3R2

Lax-Kwa'alaams First Nation
206 Shashaak Street
Port Simpson, BC
V0V 1 H0

Dear Chiefs:

RE: APPROVAL IN PRINCIPLE
ADDITION OF THE JOINT REPLACEMENT LANDS TO METLAKATLA
BAND AND LAX KW'ALAAMS BAND AND FINLAYSON ISLAND INDIAN
RESERVE #19 TO LAX KW'ALAAMS BAND

I am pleased to inform you that the New Bands/New Reserves/New Communities Committee has reviewed your submission requesting reserve status for the above captioned parcel. Based upon their recommendation, I hereby grant approval-in-principle to the proposal (subject to the following:

1. No additional funding arising from the addition of this land as set out in clause 4.7;
2. Provided that the Cut-Off claim agreement is ratified by the community memberships and Canada is in receipt of a Joint Reserve Management Agreement with respect to the Joint Reserve Lands which have been ratified and executed by both Bands;

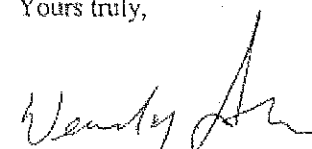
This approval-in-principle confirms that your proposal meets departmental guidelines with respect to granting reserve status to lands (subject to the above mentioned conditions which must be satisfied prior to processing an Order-in-Council setting aside the lands as reserve).

Canada

Printed on recycled paper - Imprimé sur papier recyclé

If you have any questions regarding the foregoing, please do not hesitate to contact Carl Melnyk at 604-666-8925 who has conduct of this file and would be pleased to assist you.

Yours truly,



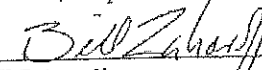
Wendy John
Associate Regional Director General
British Columbia Region
300 - 1550 Alberni Street
Vancouver, B.C.
V6G 3C5



John Ellis
Director, Corporate Services

3.7.01.

Date

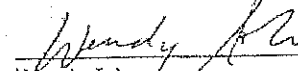


Bill Zaharoff
Director, Funding Services

5/2/01

Date

APPROVED:



Wendy John
Associate Regional Director General

July 6/01

Date

SCHEDULE I

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 following lands are, subject to sections 2 and 3 of this order, transferred in perpetuity to Her Majesty The Queen in Right of Canada, for the joint use and benefit of the Lax Kw'alaams Indian Band and the Metlakatla Indian Band, subject to the right of Canada to deal with the lands in accordance with applicable federal legislation, from time to time in force with respect to lands reserved for Indians:

Tsimpsean

- All of District Lot 3975, Range 5 Coast District, in the Province of British Columbia, saving and excepting all beds of bodies of water, and subject to Provincial Crown licence no. 1650, granted by the Provincial Minister of Lands, Forests and Water Resources to the British Columbia Hydro and Power Authority, dated May 11, 1970, and containing 4,236 hectares (10,468 acres) more or less.

Willaclough

- All of District Lot 8075, Range 5, Coast District, in the Province of British Columbia as shown on Plan 6T1816 recorded in the British Columbia Crown Land Registry in Victoria, a copy of which is recorded under number 82706 in the Canada Lands Surveys Records in Ottawa, saving and excepting all beds of bodies of water, and containing 10.2 hectares (25.2 acres) more or less.

Point Veitch

- All of District Lot 8076, Range 5, Coast District, in the Province of British Columbia shown on Crown Lands Registry Plan 2T1817, a copy of the said plan is recorded in the Canada Lands Surveys Records under number 82704, saving and excepting all beds of bodies of water, and containing 6.19 hectares (15.29 acres) more or less.

Khyex

- Block A, District Lots 182 and 5956, Range 5, Coast District, in British Columbia, a copy of the said plan is recorded in the Canada Lands Surveys Records under number 87744, saving and excepting all beds of bodies of water, and containing 2.10 hectares (5.2 acres) more or less.

2. The transfers are subject to the following terms, reservations and restrictions:

(a) The Province or any person acting for it, subject to paragraph 2(c) will have the right to resume any part of the lands 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 of the whole of the lands. No resumption will be made of any 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, subject to paragraph 2(c), will have the right to take and occupy water privileges and to have and enjoy rights of carrying water over, through or under any parts of the lands, as may be reasonably required for mining or agricultural purposes in the vicinity of the lands, paying a reasonable compensation to Canada in trust for the use and benefit of the Lax Kw'alaams Indian Band and/or the Metlakatla Indian Band;

(c) the federal Minister for the time being responsible for Indian Affairs and Northern Development will be advised of any work contemplated under the preceding paragraphs and will 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 will have the right to take from any part of the lands 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 Lax Kw'alaams Indian Band and/or the Metlakatla Indian Band a reasonable compensation for any material taken for use outside the boundaries of the lands; and

(e) all travelled streets, roads, trails and other highways existing over or through the lands at the date this order comes into effect are excepted and reserved from this transfer.

3. This order comes into effect on the date that the transfer of administration, control and benefit of the lands from the Province to Canada is accepted by Canada under the terms of the *Federal Real Property Act and Federal Immovables Act*, S.C. 1991, c. 50 and the *Federal Real Property Regulations* SOR / 92 - 502, subject to the terms, reservations and restrictions set out in this order.

Minister of Agriculture and Lands

Presiding Member of the Executive Council

SCHEDULE J

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 following land is, subject to sections 2 and 3 of this order, transferred in perpetuity to Her Majesty The Queen in Right of Canada, for the use and benefit of the Lax Kw'alaams Indian Band, subject to the right of Canada to deal with the land in accordance with applicable federal legislation from time to time in force with respect to lands reserved for Indians:

Finlayson Island

- All of District Lot 3976, Range 5, Coast District, in the Province of British Columbia, saving and excepting all beds of bodies of water, and containing 465 hectares (1,150 acres) more or less.

2. The transfer is subject to the following terms, reservations and restrictions:

(a) The Province or any person acting for it, subject to paragraph 2(c) will 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 of the whole of the land. No resumption will be made of any 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, subject to paragraph 2(c), will have the right to take and occupy water privileges and to have and enjoy rights of carrying water over, through or under any parts of the land, as may be reasonably required for mining or agricultural purposes in the vicinity of the lands, paying a reasonable compensation to Canada in trust for the use and benefit of the Lax Kw'alaams Indian Band;

(c) the federal Minister for the time being responsible for Indian Affairs and Northern Development will be advised of any work contemplated under the preceding paragraphs and will 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 will 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 Lax Kw'alaams Indian Band a reasonable compensation for any material taken for use outside the boundaries of the land; and

(e) all travelled streets, roads, trails and other highways existing over or through the land at the date this order comes into effect are excepted and reserved from this transfer.

3. This order comes into effect on the date that the transfer is accepted by Canada under the terms of the *Federal Real Property Act and Federal Immovables Act*, S.C. 1991, c. 50 and the *Federal Real Property Regulations* SOR / 92 - 502, subject to the terms, reservations and restrictions set out in this order.

Minister of Agriculture and Lands

Presiding Member of the Executive Council

SCHEDULE K

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 following lands are, subject to sections 2 and 3 of this order, transferred in perpetuity to Her Majesty The Queen in Right of Canada, for the use and benefit of the Metlakatla Indian Band, subject to the right of Canada to deal with the land in accordance with applicable federal legislation from time to time in force with respect to lands reserved for Indians:

[Shoowahlans Substitute Lands parcel description to follow, saving and excepting all beds of bodies of water, and containing not less than 8.32 hectares (20.56 acres) and not more than 8.49 hectares (20.99 acres) more or less]

2. The transfers are subject to the following terms, reservations and restrictions:

(a) The Province or any person acting for it, subject to paragraph 2(c) will have the right to resume any part of the lands 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 of the whole of the lands. No resumption will be made of any 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, subject to paragraph 2(c), will have the right to take and occupy water privileges and to have and enjoy rights of carrying water over, through or under any parts of the lands, as may be reasonably required for mining or agricultural purposes in the vicinity of the lands, paying a reasonable compensation to Canada in trust for the use and benefit of the Metlakatla Indian Band;

(c) the federal Minister for the time being responsible for Indian Affairs and Northern Development will be advised of any work contemplated under the preceding paragraphs and will 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 will have the right to take from any part of the lands 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 Metlakatla Indian Band a reasonable compensation for any material taken for use outside the boundaries of the lands; and

(e) all travelled streets, roads, trails and other highways existing over or through the lands at the date this order comes into effect are excepted and reserved from this transfer.

3. This order comes into effect on the date that the transfer is accepted by Canada under the terms of the *Federal Real Property Act* and *Federal Immovables Act*, S.C. 1991, c. 50 and the *Federal Real Property Regulations* SOR / 92 - 502, subject to the terms, reservations and restrictions set out in this order.

Minister of Agriculture and Lands

Presiding Member of the Executive Council

SCHEDULE L

BALLOT QUESTION

As a Voter, do you:

- (a) agree to the terms and conditions of the proposed Metlakatla Indian Band and Lax Kw'alaams Indian Band Cut-Off Claim Settlement Agreement dated for reference the 7th day of November, 2007, between Her Majesty the Queen in Right of Canada, Her Majesty the Queen in Right of the Province of British Columbia, the Lax Kw'alaams Indian Band and the Metlakatla Indian Band;
- (b) agree to the terms and conditions of the proposed Joint Reserve Management (Ownership) Agreement dated for reference the 7th day of November, 2007, between the Lax Kw'alaams Indian Band and the Metlakatla Indian Band; and
- (c) agree to authorize and direct the _____ Council and succeeding Councils of the _____ Indian Band to act on behalf of the _____ Indian Band and its members, to sign all documents and take all necessary measures as required to give effect to the Metlakatla Indian Band and Lax Kw'alaams Indian Band Cut-Off Claim Settlement Agreement and the Joint Reserve Management (Ownership) Agreement?

YES

☐

NO

☐

Mark this Ballot by placing a Cross, "X", Checkmark or other mark in the box under either "YES" or "NO".

SCHEDULE M

METLAKATLA INDIAN BAND AND LAX KW'ALAAMS INDIAN BAND CUT-OFF CLAIM SETTLEMENT AGREEMENT

DATED FOR REFERENCE THE 7TH DAY OF NOVEMBER, 2007

VOTING GUIDELINES

1.0 DEFINITIONS

1.1 In these guidelines:

- 1.1.1 **"Agreement"** means the Agreement dated for reference the 7th day of November, 2007 to which the Voting Guidelines are attached as Schedule M.
- 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 **"Ballot"** means the instrument by which a Voter casts his or her vote on the Ballot Question.
- 1.1.4 **"Band"** means either the Lax Kw'alaams Band or the Metlakatla Band.
- 1.1.5 **"Band List"** means a list of persons that is maintained under section 8 of the *Indian Act* by the Band or in the Department.
- 1.1.6 **"Business Day"** means Monday through Friday, but does not include any statutory holidays.
- 1.1.7 **"Council"** means either the Lax Kw'alaams Council or the Metlakatla Council.
- 1.1.8 **"Department"** means the Department of Indian Affairs and Northern Development as established pursuant to the *Department of Indian and Northern Affairs and Northern Development Act*, R.S.C. 1985, c. I-6.
- 1.1.9 **"Deputy Ratification Officer"** means a person appointed by the Officer to assist with the Vote;

h/

1.1.10 **"Information Meeting"** means a meeting at which the Band's legal counsel, and any other persons as requested by the Council, will explain the nature and effect of the proposed Agreement to all members of the Band in attendance.

1.1.11 **"List of Voters"** means either the preliminary list of Voters or the revised list of Voters, as the context requires.

1.1.12 **"Minister"** means the Minister of the Department.

1.1.13 **"Notice of Vote"** means a notice to Band members of the Ratification Vote and related matters as provided for in Article 4.0.

1.1.14 **"Ratification Officer"** means a person, other than a Band member or a person related to a Band member, who is designated by the Regional Director General for the British Columbia Region to oversee the conduct of the Ratification Vote.

1.1.15 **"Ratification Vote"** means a vote by the Voters on the Ballot Question conducted according to these Voting Guidelines.

1.1.16 **"Registrar"** means the officer in the Department who is in charge of the Band List maintained in the Department.

1.1.17 **"Reserve"** means reserves of the Band.

1.1.18 **"Voter"** means a member of the Band who is at least eighteen (18) years of age on the Voting Day.

1.1.19 **"Voting Day"** means _____, the day set for holding the Ratification Vote.

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

1.2 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.

1.3 Words in the singular include the plural and words in the plural include the singular.

2.0 BAND COUNCIL RESOLUTION

2.1 By Band Council Resolution, the Council will resolve to:

2.1.1 request the designation of a Ratification Officer and that the Ratification Vote be taken by secret ballot;

2.1.2 approve the Notice of Vote; and

2.1.3 recommend the acceptance of the Agreement to the members of the Band.

3.0 DESIGNATION OF RATIFICATION OFFICER AND DEPUTY RATIFICATION OFFICER

3.1 The Ratification Officer must be designated prior to posting the Notice of Vote.

3.2 The Ratification Officer may appoint one or more Deputy Ratification Officers and may delegate any of his or her duties set out in these Voting Guidelines to a Deputy Ratification Officer except those duties set out in Article 11.0. Upon the appointment of a Deputy Ratification Officer, the Ratification Officer and Deputy Ratification Officer will execute an "Appointment of a Deputy Ratification Officer" in the form attached as Appendix "A".

3.3 The Deputy Ratification Officer may be designated at any time.

4.0 NOTICE OF VOTE

4.1 The Ratification Officer will post a Notice of Vote at least forty-two (42) days prior to the Voting Day and at least seven (7) days prior to the date of the Information Meeting.

4.2 The Ratification Officer, in consultation with the Council, will post the Notice of Vote in at least one conspicuous place on the Reserve.

4.3 The Notice of Vote will contain the following information:

4.3.1 the date, place and time of the Information Meeting;

4.3.2 the date of the Ratification Vote, the location of each voting station and the hours that it will be open for voting;

- 4.3.3 notification that, subject to Articles 8.10 and 9.6, Voters may vote either in person at a voting station or by mail-in Ballot;
- 4.3.4 the Ballot Question;
- 4.3.5 instructions for obtaining a copy of the Agreement which will be made readily available to a member of the Band upon request; and
- 4.3.6 the name of the Ratification Officer and his or her office address and telephone number.

4.4 The following will be attached to the Notice of Vote:

- 4.4.1 a copy of the Agreement with all Schedules;
- 4.4.2 a copy of the Joint Reserve Management (Ownership) Agreement;
- 4.4.3 a copy of the List of Voters.

5.0 LIST OF VOTERS AND REVISIONS

- 5.1 At least forty-nine (49) days before the Voting Day the Ratification Officer, in consultation with the Council, will ensure that the preliminary List of Voters is prepared:
 - 5.1.1 by the Department from the Band List maintained by the Registrar for a band which does not control its Band List; or
 - 5.1.2 by the Band from the Band List maintained by the Band if it is a band which controls its Band List.
- 5.2 On request, the Ratification Officer will confirm whether the name of a person is on the List of Voters.
- 5.3 The Ratification Officer will revise the List of Voters where it is demonstrated that:
 - 5.3.1 the name of a Voter has been omitted from the List of Voters;
 - 5.3.2 the name of a Voter is incorrectly set out in the List of Voters; or
 - 5.3.3 the name of a person not qualified to vote is included in the List of Voters.

5.4 For the purposes of Article 5.3, a person may demonstrate:

- 5.4.1 that the name of a Voter has been omitted from, or incorrectly set out in, the List of Voters by presenting to the Ratification Officer evidence from the Registrar or from the Band that the Voter is on the Band List and is at least eighteen (18) years of age; and
- 5.4.2 that the name of a person not qualified to vote has been included in the List of Voters by presenting to the Ratification Officer evidence that that person is not on the Band List or is not at least eighteen (18) years of age.

6.0 INFORMATION MEETINGS

- 6.1 The Council will set the date, time and place for the Information Meeting.
- 6.2 At least one Information Meeting will be held for the purpose of providing an opportunity for the Band's legal counsel to explain the substance and form of the Settlement Agreement with a view to ensuring that all Voters are fully informed prior to casting their votes on the Ballot Question.
- 6.3 At least one Information Meeting will be held at least seven (7) days after posting the Notice of Vote. The Information Meeting cannot be held at the same time as the Ratification Vote and it must be held at least forty-eight (48) hours prior to the Voting Day.
- 6.4 The Information Meeting will be open to all Band members and will be attended by Council members and by the Band's legal counsel.
- 6.5 If any members of the Band require an interpreter fluent in the native language of the Band, the Council will appoint an interpreter who will translate the information presented at the Information Meeting to those members of the Band who require translation.
- 6.6 The Ratification Officer or other representative of Canada may attend the Information Meeting to answer any questions on the voting procedure and will leave the Information Meeting temporarily if asked to do so by the Council so that privileged communications may take place between the Band and its legal counsel.
- 6.7 The Council will ensure that the following information about the Information Meeting is provided to the Department:

W

6.7.1 the date, time and place of the Information Meeting so that the Ratification Officer or other representative of Canada may arrange to attend; and

6.7.2 the names of presenters and their titles.

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 or stations;

7.1.2 prepare sufficient copies of the Ballot;

7.1.3 obtain a sufficient number of ballot boxes;

7.1.4 provide a voting booth at each voting station where the Voter can mark the Ballot free from observation;

7.1.5 provide a sufficient number of lead pencils for marking the Ballot;

7.1.6 ensure that samples of the Ballot Question are posted or available for examination by Voters at each voting station; and

7.1.7 ensure that a commissioner for taking oaths or notary public is available as required.

8.0 MAIL-IN VOTING

8.1 At least forty-nine (49) days before the Voting Day, the Band will provide the Ratification Officer with the last known addresses, if any, of all Voters who do not reside on the Reserve.

8.2 At least fourteen (14) days prior to the date of the Information Meeting and at least forty-two (42) days prior to the Voting Day, the Ratification Officer will mail, deliver or provide a mail-in package as described in Article 8.3 to every Voter who does not reside on the Reserve and for whom an address has been provided.

8.3 The Ratification Officer will prepare the mail-in package which will include:

8.3.1 a copy of the Notice of Vote;

8.3.2 an information package about the Agreement;

8.3.3 a copy of the Agreement with all Schedules and a copy of the Joint Reserve Management (Ownership) Agreement;

8.3.4 a mail-in Ballot initialled on the back by the Ratification Officer;

8.3.5 a letter of instruction explaining the procedure for casting a Ballot by mail;

8.3.6 a ballot envelope in which the completed Ballot may be inserted and upon which the Mail-In Voter Declaration is printed, substantially in the form set out in Appendix "B";

8.3.7 a pre-addressed, postage-paid return envelope in which the Ballot may be returned by the Voter to the Ratification Officer; and

the Ratification Officer will seal the mail-in package.

8.4 At the request of a Voter who resides on the Reserve, the Ratification Officer will provide the Voter with the material referred to in Article 8.3.

8.5 The Ratification Officer will place a mark opposite the name of every Voter on the List of Voters to whom a mail-in package has been mailed, delivered or provided and will retain a record of the date on which and the address to which it was mailed, delivered or provided.

8.6 A Voter may vote by mail-in Ballot by:

8.6.1 marking the Ballot by placing a cross, check mark or other mark, clearly indicating the Voter's response to the Ballot Question;

8.6.2 folding the Ballot in a manner that conceals the Ballot Question and any marks, but exposes the initials of the Ratification Officer on the back of the Ballot;

8.6.3 placing the Ballot inside the ballot envelope and sealing that envelope;

8.6.4 completing and signing the Mail-In Voter Declaration form on the face of the ballot envelope in the presence of a witness who is at least eighteen (18) years of age and who notes his/her name, address and telephone number of the witness on the Mail-In Voter Declaration form in the place provided;

8.6.5 placing the ballot envelope in the return envelope and sealing the return envelope;

8.6.6 making arrangements for the sealed return envelope to be either:

8.6.6.1 sent to and received by the Ratification Officer by mail or delivery at the address specified on the return envelope by 4:00 p.m. one Business Day prior to the Voting Day; or

8.6.6.2 hand-delivered to the Ratification Officer up to the time at which the voting stations close on the Voting Day.

8.7 Except for mail-in Ballots that are hand-delivered in accordance with Article 8.6.6.2, mail-in Ballots that are not received by the Ratification Officer before 4:00 p.m. one Business Day prior to the Voting Day are void and shall not be counted as a vote cast.

8.8 Where a Voter is unable to vote in the manner set out in Article 8.6, the Voter may enlist the help of another person to mark the Ballot and complete and sign the Mail-In Voter Declaration form.

8.9 A Voter who inadvertently spoils a mail-in Ballot may obtain another Ballot by returning the spoiled Ballot to the Ratification Officer.

8.10 If a Voter mails or delivers the Ballot provided to him or her in the mail-in ballot package in accordance with Article 8.6 and also attends a voting station to vote in person on the Voting Day in accordance with Article 9.6, then the mail-in Ballot will be treated as a spoiled Ballot and will not be counted as a vote cast in accordance with Article 11.1.1.3.

9.0 VOTING PROCEDURES

9.1 All voting will be by secret ballot only.

9.2 Voting stations will be kept open from 9:00 a.m. until 8:00 p.m. on the Voting Day.

9.3 If the Council determines it necessary, the Council will appoint an interpreter who will translate the Ballot Question and all communication with the Ratification Officer for those members of the Band who require translation for the Ratification Vote.

9.4 The Ratification Officer will:

9.4.1 open the ballot box and ask a Voter to witness that the ballot box is empty before any vote is cast;

9.4.2 seal the ballot box;

9.4.3 place the ballot box in view for the reception of the Ballots;

9.4.4 execute a "Ratification Officer Declaration" in the form attached as Appendix "D"; and

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

9.5 Subject to Article 9.6, for each person who attends at a voting station for the purpose of voting, the Ratification Officer will ensure that the person's name is on the List of Voters before providing the Voter with a Ballot, initialled on the back by the Ratification Officer.

9.6 If a Voter to whom a mail-in ballot was mailed, delivered or provided under Articles 8.2 or 8.4 attends a voting station for the purpose of voting in person, the Ratification Officer will determine whether the Voter possesses the mail-in Ballot that was sent or provided to him or her in the mail-in package; and

9.6.1 if the Voter possesses the mail-in Ballot, the Ratification Officer will instruct the Voter to use that Ballot to cast his or her vote; or

9.6.2 if the Voter does not possess the mail-in Ballot, the Ratification Officer will provide the Voter with another Ballot after the Voter has completed and signed the Voter Declaration, substantially in the form set out in Appendix "C", in the presence of a commissioner for taking oaths or a notary public.

9.7 The Ratification Officer will place a line through, without obliterating, the name of every Voter on the List of Voters who receives a Ballot.

9.8 The Ratification Officer will explain the method of voting upon request.

9.9 If requested by a Voter who:

9.9.1 is not able to read;

9.9.2 is incapacitated by blindness or other physical cause; or

9.9.3 requires help for any other reason;

the Ratification Officer will assist that Voter by marking his or her Ballot as directed by the Voter and the Ratification Officer will immediately fold and deposit the Ballot into the ballot box.

9.10 In the circumstances described in Article 9.9, the Ratification Officer, after assisting the Voter, will make an entry on the List of Voters opposite the name of the Voter indicating that the Ballot was marked by the Ratification Officer at the request of the Voter and the reason for the Voter's request.

9.11 Except as provided in Article 9.9, every Voter receiving a Ballot will:

9.11.1 proceed immediately to a voting booth;

9.11.2 mark the Ballot by placing a cross, check mark or other mark, clearly indicating the Voter's response to the Ballot Question;

9.11.3 fold the Ballot so that the Ballot Question and any marks on the face of the Ballot are concealed and the initials of the Ratification Officer on the back of the Ballot are exposed; and

9.11.4 immediately give the folded Ballot to the Ratification Officer who, without unfolding it, will:

9.11.4.1 verify his or her initials on the back of the Ballot; and

9.11.4.2 deposit the Ballot into the ballot box.

9.12 A Voter who receives a soiled or improperly printed Ballot, or who inadvertently spoils his or her Ballot when marking it, will, upon returning it to the Ratification Officer, be entitled to receive another Ballot.

9.13 A Voter who receives a Ballot and does not return it to the Ratification Officer will forfeit the right to vote. The Ratification Officer will make an entry on the List of Voters stating that the Voter left the voting booth without delivering the Ballot.

9.14 At the time set for closing the poll, the Ratification Officer will declare the poll closed, and entry will be denied to the voting station until all remaining Voters at the voting station at that time have voted.

10.0 ORDERLY VOTING

10.1 The Council, with the help of the Ratification Officer, will ensure that peace and good order are maintained at the voting station.

10.2 The Ratification Officer will allow only one Voter at a time into a voting booth for marking his or her Ballot.

10.3 A Voter who is inside a voting station at the time that the voting station is to close will be entitled to vote.

10.4 No person shall:

10.4.1 interfere or attempt to interfere with a Voter when he or she is voting; or

10.4.2 obtain or attempt to obtain information as to how a Voter is about to vote or has voted.

11.0 COUNTING OF RESULTS

11.1 As soon as is practicable after the poll is closed on the Voting Day, the Ratification Officer, in the presence of at least one member of the Council and any other Voters who may be present, will open each envelope containing a mail-in Ballot that was received before the close of the polls and, without unfolding the Ballot,

11.1.1 set aside the Ballot as spoiled if:

11.1.1.1 the Mail-In Voter Declaration printed on the face of the ballot envelope is missing, has not been completed, is not signed, is not witnessed or has been completed in such a manner that the identity of the Voter is not discernible; or

11.1.1.2 the name of the Voter set out in the Mail-In Voter Declaration is not on the List of Voters; or

11.1.1.3 the List of Voters shows that the Voter has already voted; or

11.1.2 place a line on the List of Voters through, without obliterating, the name of the Voter set out in the Mail-In Voter Declaration and deposit the Ballot in a ballot box.

11.2 As soon as is practicable after the mail-in Ballots have been deposited under Article 11.1, the Ratification Officer, in the presence of at least one member of the Council and any other Voters who may be present, will open all ballot boxes and:

11.2.1 examine the Ballots;

11.2.2 set aside any Ballot that does not have the initials of the Ratification Officer on the back;

11.2.3 reject all Ballots:

11.2.3.1 that have been marked incorrectly; or

11.2.3.2 upon which anything appears by which a Voter can be identified; and

11.2.4 count the votes given in favour of and against the Ballot Question.

11.3 A Ballot set aside under Article 11.1.1 or 11.2.2 is void and will not be counted as a vote cast.

11.4 As soon as is practicable after the results of the voting are known, the Ratification Officer will:

11.4.1 execute the "Certification by Ratification Officer", substantially in the form attached as Appendix "F"; and

11.4.2 ensure that a member of the Council who was present when the Ballots were counted executes the "Certification by Member of Band Council", substantially in the form attached as Appendix "G".

11.5 The Ratification Officer will deposit the Ballots used in the voting in one or more sealed envelopes and retain them.

11.6 Sixty (60) days after the Voting Day, unless a review has been requested in accordance with Article 13.0 or the Department has been notified that legal proceedings concerning the Ratification Vote have been commenced, the Ballots used in the voting may be destroyed.

12.0 PROCEDURAL AMENDMENTS

12.1 In order to give effect to and carry out the objectives and purpose of the Ratification Vote, the Ratification Officer and the Chief or a Councillor appointed

by the Chief to act on his or her behalf, may agree on a departure from the procedural requirements of the Voting Guidelines where they deem it necessary and where they believe it will not result in any substantive change. The Ratification Officer and the Chief, or a Councillor appointed by the Chief to act on his or her behalf, will provide a written statement signed by both of them indicating the nature and basis of such departure and will deliver a copy of the statement to the Department immediately following the Voting Date.

13.0 REVIEW PROCEDURE

13.1 A Voter may, in the manner set out in Article 13.2, request a review of the Ratification Vote by the Minister where the Voter believes that:

13.1.1 there was a contravention of these Voting Guidelines that may affect the results of the Ratification Vote; or

13.1.2 there was corrupt practice in connection with the Ratification Vote.

13.2 A request for a review of the Ratification Vote will be made by forwarding the request to the Minister, by registered mail addressed to the Assistant Deputy Minister, within seven (7) days after the Voting Day, accompanied by a declaration, containing the grounds for requesting the review and any other relevant information, signed in the presence of a witness who is at least eighteen (18) years of age.

13.3 Within twenty-one (21) days after the receipt of a request for a review of a Ratification Vote, the Minister will mail a copy of the request to the Ratification Officer who conducted the Ratification Vote.

13.4 Within ten (10) days after the receipt of a request under Article 13.3, the Ratification Officer will forward to the Minister, by registered mail addressed to the Assistant Deputy Minister, a declaration responding to the grounds stated in the request, signed in the presence of a witness who is at least eighteen (18) years of age.

13.5 When the material referred to in this Article or any other information in the possession of the Minister is sufficient to call into question the validity of the Ratification Vote, the Minister may call another vote.

APPENDIX "A"
VOTING GUIDELINES
(ARTICLE 3.2)

APPOINTMENT OF A DEPUTY RATIFICATION OFFICER

Date _____

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

Ratification Officer

I, _____, agree to act as a Deputy Ratification Officer 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 Voting Guidelines.

Deputy Ratification Officer

APPENDIX "B"
VOTING GUIDELINES
(ARTICLE 8.6)

MAIL-IN VOTER DECLARATION

I, _____, declare that:
(please print name of Voter)

1. I am a member of the _____ Indian Band and I am or will
be 18 years of age or older on the Voting Day. My date of birth is _____.
2. My band membership or registry number is _____. (Provide if
you have a band membership or registry number.)
3. I have read and understood the mail-in package sent to me (including the
information package regarding the proposed Metlakatla Indian Band and Lax
Kw'alaams Indian Band Cut-off Claim Settlement Agreement and, in marking the
Ballot, I have voted freely and without compulsion or undue influence of anyone.
4. I have folded the Ballot, hiding my mark and showing the Ratification Officer's
initials marked on the back, and I have placed the Ballot in the ballot envelope.
5. I understand that I may only vote once, and that if I vote in person, this Ballot will
not be counted as a vote cast.

SIGNED this _____ day of _____, 200____, at _____
(town/city and province/state)

Signature of Voter

or

Signature of person enlisted to assist the Voter
and signing on behalf of the Voter

(delete whichever is inapplicable)

) In the presence of:

) _____
Witness signature

) _____
Witness Name (please print)

) _____
Witness Address

) _____
Witness Telephone Number

2

APPENDIX "C"
VOTING GUIDELINES
(ARTICLE 9.6)

VOTER DECLARATION
(LOST, MISSING or SPOILED BALLOT)

I, _____, solemnly declare that:
(please print name of Voter)

1. I am a member of the _____ Indian Band and I am or will be 18 years of age or older on the Voting Day. My date of birth is _____.
2. My band membership or registry number is _____.
3. I understand that I may only vote once, and that if I mail-in or deliver or arrange for the mail-in or delivery of a Ballot, then that Ballot will not be counted as a vote cast.

(Check the following sections that apply and cross out those sections that do not apply.)

4. _____ I have lost the mail-in Ballot that was mailed, delivered or provided to me.
5. _____ I have not received a mail-in Ballot.
6. _____ I have not used the mail-in Ballot that was mailed, delivered or provided to me.
7. _____ I mailed-in / delivered / arranged for the mail-in or delivery of a mail-in Ballot and wish to have that Ballot treated as a spoiled Ballot and not counted as a vote cast.
8. _____ I wish to vote in person at the Ratification Vote and have that vote counted as a vote cast.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it has the same force and effect as if made under oath.

Declared before me _____)

at _____, this _____)

day of _____, 200____)

Signature of Voter

Signature of Commissioner for taking oaths
or notary public)

APPENDIX "D"
VOTING GUIDELINES
(Article 9.4)

RATIFICATION OFFICER DECLARATION

CANADA)

PROVINCE OF BRITISH COLUMBIA)

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

1. I was present at _____ on _____ [fill in date]
when members of the _____ Indian Band voted in a Ratification
Vote concerning the proposed Metlakatla Indian Band and Lax Kw'alaams Indian Band
Cut-off Claim Settlement Agreement.
2. Immediately before the Ratification Vote began, I opened the ballot box to be used for the
Ratification Vote.
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 sealed the ballot box, in front of the persons who were present, and placed it in
view for the reception of Ballots.

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.

Declared before me _____)

at _____, this _____)

day of _____, 200____)

Ratification Officer

A Commissioner for Oaths in and for the
Province of British Columbia)

My commission expires _____)

M

APPENDIX "E"
VOTING GUIDELINES
(Article 9.4)

STATEMENT OF WITNESS

Date _____

I, _____, was present at _____ on
_____ [fill in date] when members of the _____ Indian
Band voted in a Ratification Vote concerning the proposed Metlakatla Indian Band and Lax
Kw'alaams Indian Band Cut-off Claim Settlement Agreement.

Before any votes were cast in the Ratification Vote, I witnessed that the ballot box was empty
and that the Ratification Officer sealed the ballot box and placed it in view for the reception of
Ballots.

Witness

APPENDIX "F"
VOTING GUIDELINES
(Article 11.4)

CERTIFICATION BY RATIFICATION OFFICER

CANADA)
)
PROVINCE OF BRITISH COLUMBIA)

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

1. I was present at _____, on _____ [fill in date] when
members of the _____ Indian Band voted concerning the proposed
Metlakatla Indian Band and Lax Kw'alaams Indian Band Cut-off Claim Settlement
Agreement in accordance with the Voting Guidelines.
2. A true copy of the Notice of Vote is attached as Exhibit "1" to this Declaration.
3. In accordance with Article 4.0 of the Voting Guidelines, the Notice of Vote was posted at
least forty-two (42) days prior to the Voting Day and at least seven (7) days prior to the
date of the Information Meeting.
4. I attended the Information Meeting set out in the Notice of Vote in accordance with
Article 6.6 of the Voting Guidelines.
5. The voting procedure was conducted in accordance with Articles 5.0 to and including
12.0 of the Voting Guidelines.
6. The results of the Ratification Vote are as follows:
 - (a) the names of _____ Voters appeared on the List of Voters prepared pursuant
to Article 5.0 of the Voting Guidelines, and the number of Voters who were
entitled to cast a vote was _____;
 - (b) _____ votes were cast in the Ratification Vote by Voters;
 - (c) _____ votes were cast in favour of the Ballot Question;

- (d) _____ votes were cast against the Ballot Question;
- (e) _____ Ballots were spoiled and were not counted as votes cast in (b), above, in accordance with Articles 11.1.1 and 11.2.2 of the Voting Guidelines; and
- (f) _____ Ballots were rejected in accordance with Article 11.2.3 of the Voting Guidelines;

7. The proposed settlement agreement was *approved/not approved* by the Voters.

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.

Declared before me _____)

at _____, this _____)

day of _____, 200_____)

Ratification Officer

A Commissioner for Oaths in and for the
Province of British Columbia

My commission expires _____)

APPENDIX "G"
VOTING GUIDELINES
(Article 11.4)

CERTIFICATION BY MEMBER OF BAND COUNCIL

CANADA)
PROVINCE OF BRITISH COLUMBIA)

I, _____, member of the Council of the _____
Indian Band of _____ in the Province of British Columbia, DO
SOLEMNLY DECLARE THAT:

1. I was present at _____, on _____ [fill in date], when members of the _____ Indian Band voted concerning the proposed Metlakatla Indian Band and Lax Kw'alaams Indian Band Cut-off Claim Settlement Agreement in accordance with the Voting Guidelines.
2. A true copy of the Notice of Vote is attached as Exhibit "1" to this Declaration.
3. In accordance with Article 4.0 of the Voting Guidelines, the Ratification Officer posted the Notice of Vote at least forty-two (42) days prior to the Voting Day and at least seven (7) days prior to the date of the Information Meeting.
4. Council members attended each Information Meeting set out in the Notice of Vote in accordance with Article 6.4 of the Voting Guidelines.
5. If the Council determined it necessary, the Council appointed an interpreter to translate the information presented at the Information Meeting and at the Ratification Vote in accordance with Articles 6.5 and 9.3 respectively, of the Voting Guidelines.
6. The results of the Ratification Vote are as follows:
 - (a) the names of _____ Voters appeared on the List of Voters prepared pursuant to Article 5.0 of the Voting Guidelines, and the number of Voters who were entitled to cast a vote was _____;
 - (b) _____ votes were cast in the Ratification Vote by Voters;
 - (c) _____ votes were cast in favour of the Ballot Question;
 - (d) _____ votes were cast against the Ballot Question;

RV

(e) _____ Ballots were spoiled and were not counted as votes cast in (b), above, in accordance with Articles 11.1.1 and 11.2.2 of the Voting Guidelines; and

(f) _____ Ballots were rejected in accordance with Article 11.3 of the Voting Guidelines;

The proposed settlement agreement was *approved/not approved* by the Voters.

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.

Declared before me _____)

at _____, this _____)

day of _____, 200_____)

Chief or Councillor

A Commissioner for Oaths in and for the Province of British Columbia)

My commission expires _____)

SCHEDULE N

FORM OF CONSENT DISMISSAL ORDER FOR THE CUT-OFF CLAIM LITIGATION

Court File No.: T-6260-79

Vancouver Registry

FEDERAL COURT

BETWEEN

GEORGE LEIGHTON, on his own behalf and on behalf of the members of the Metlakatla Indian Band, and the METLAKATLA INDIAN BAND, DONALD SANKEY, on his own behalf and on behalf of the members of the Port Simpson Indian Band, and the PORT SIMPSON INDIAN BAND, STEPHEN SAMPSON JR., on his own behalf and on behalf of the members of the Chemainus Indian Band, and the CHEMAINUS INDIAN BAND, LARRY EARL MOORE, on his own behalf and on behalf of the members of the Gitwangak Indian Band, and the GITWANGAK INDIAN BAND

PLAINTIFFS

AND

HER MAJESTY THE QUEEN

DEFENDANT

ORDER

BEFORE

) _____, the _____ day of
)
) _____, 2008

UPON MOTION in writing pursuant to Rule 369 of the *Federal Court Rules* by the Defendant, Her Majesty the Queen, and upon consent of the Plaintiffs, GEORGE LEIGHTON, on his own behalf and on behalf of the members of the Metlakatla Indian Band, and the METLAKATLA

PL

INDIAN BAND, DONALD SANKEY, on his own behalf and on behalf of the members of the Port Simpson Indian Band, and the PORT SIMPSON INDIAN BAND

THIS COURT ORDERS:

1. THAT the claims of the Plaintiffs, GEORGE LEIGHTON, on his own behalf and on behalf of the members of the Metlakatla Indian Band, and the METLAKATLA INDIAN BAND against the Defendant, Her Majesty the Queen, are hereby dismissed without costs to either party;
2. THAT the claims of the Plaintiffs, DONALD SANKEY, on his own behalf and on behalf of the members of the Port Simpson Indian Band, and the PORT SIMPSON INDIAN BAND against the Defendant, Her Majesty the Queen, are hereby dismissed without costs to either party;
3. THAT this order dismissing the aforementioned claims, and only the aforementioned claims, shall have the same effect as though this action had been tried on its merits in respect of all claims of the respective Plaintiffs against the Defendant, and the respective Plaintiffs are forever barred from bringing an action against the Defendant, Her Majesty the Queen, for the same claims in the future;

APPROVED AND CONSENTED TO:

Solicitor for the Respondent, GEORGE LEIGHTON, on his own behalf and on behalf of the members of the Metlakatla Indian Band, and the METLAKATLA INDIAN BAND

Solicitor for the Respondent, DONALD SANKEY, on his own behalf and on behalf of the members of the Port Simpson Indian Band, and the PORT SIMPSON INDIAN BAND

Solicitor for the Applicant, Her Majesty the Queen

BY THE COURT

Registrar

SCHEDULE O

FORM OF NOTICE OF DISCONTINUANCE FOR THE
SHOOWAHTLANS LITIGATION FOR CANADA

No. A952194
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

CHIEF HAROLD LEIGHTON, CAROL BEYNON, SUSAN YORKE,
SHARON MORVEN, ALBERT WHITE and GEORGE LEIGHTON on their own
behalfes and on behalf of the THE METLAKATLA INDIAN BAND

PLAINTIFFS

AND

HER MAJESTY THE QUEEN IN RIGHT OF
CANADA and THE CORPORATION OF THE
CITY OF PRINCE RUPERT

DEFENDANTS

NOTICE OF DISCONTINUANCE

TAKE NOTICE that CHIEF HAROLD LEIGHTON, CAROL BEYNON, SUSAN YORKE, SHARON MORVEN, ALBERT WHITE and GEORGE LEIGHTON on their own behalfes and on behalf of the THE METLAKATLA INDIAN BAND and the members of the METLAKATLA BAND, the Plaintiffs, discontinue this proceeding IN PART against the defendant, HER MAJESTY THE QUEEN IN RIGHT OF CANADA, and those parts which continue are in respect of the issues in dispute about:

- (1) the alleged loss and damages to fisheries; and
- (2) the alleged reduction of Shoowahatlans Indian Reserve No. 4 from 12.14 hectares (30 acres) to 7.28 hectares (18 acres) at some time between 1882 and 1888;

AND this partial discontinuance is without costs.

DATED at Vancouver, British Columbia, on this _____ day of _____, 2008.

Solicitor for Plaintiffs
Maria Morellato

BLAKE, CASSELS & GRAYDON LLP
Barristers & Solicitors
Suite 2600, Three Bentall Centre
595 Burrard Street, P.O. Box 49314
Vancouver, B.C. V7X 1L3
Telephone: 604.631.3300.

SCHEDULE P

FORM OF NOTICE OF DISCONTINUANCE FOR THE SHOOWAHTLANS LITIGATION FOR THE CITY OF PRINCE RUPERT

No. A952194
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

CHIEF HAROLD LEIGHTON, CAROL BEYNON, SUSAN YORKE,
SHARON MORVEN, ALBERT WHITE and GEORGE LEIGHTON on their own
behaves and on behalf of the THE METLAKATLA INDIAN BAND

PLAINTIFFS

AND

HER MAJESTY THE QUEEN IN RIGHT OF
CANADA and THE CORPORATION OF THE
CITY OF PRINCE RUPERT

DEFENDANTS

NOTICE OF DISCONTINUANCE

TAKE NOTICE that CHIEF HAROLD LEIGHTON, CAROL BEYNON, SUSAN YORKE, SHARON MORVEN, ALBERT WHITE and GEORGE LEIGHTON on their own behalves and on behalf of the THE METLAKATLA INDIAN BAND and the members of the METLAKATLA BAND, the Plaintiffs, discontinue this proceeding against the defendant, THE CORPORATION OF THE CITY OF PRINCE RUPERT,

AND this discontinuance is without costs.

DATED at Vancouver, British Columbia, on this _____ day of _____, 2008.

Solicitor for Plaintiffs
Maria Morellato

BLAKE, CASSELS & GRAYDON LLP
Barristers & Solicitors
Suite 2600, Three Bentall Centre
595 Burrard Street, P.O. Box 49314
Vancouver, B.C. V7X 1L3
Telephone: 604.631.3300.