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SASKATCHEWAN TREATY LAND ENTITLEMENT FRAMEWORK AGREEMENT

AMONG:

**Her Majesty the Queen in Right of Canada, as represented
by the Prime Minister of Canada and the Minister of Indian
Affairs and Northern Development**

AND:

The Entitlement Bands

AND:

**Her Majesty the Queen in Right of Saskatchewan, as
represented by the Premier of Saskatchewan and the Minister
responsible for the Indian and Metis Affairs Secretariat**

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This Agreement made this 22nd day of September, 1992.

AMONG:

**Her Majesty the Queen in Right of Canada, as represented by the Prime Minister of Canada and the Minister of Indian Affairs and Northern Development,
(hereinafter referred to as "Canada")**

AND:

The Keeseekoose, Muskowekwan, Ochapowace, Okanese, Piapot, Star Blanket, Yellowquill, Beards & Okemasis, Flying Dust, Joseph Bighead, Little Pine, Moosomin, Mosquito Grizzly Bear's Head, Muskeg Lake, One Arrow, Onion Lake, Pelican Lake, Peter Ballantyne, Poundmaker, Red Pheasant, Saulteaux, Sweetgrass, Thunderchild, Witchekan Lake, Canoe Lake and English River Bands as represented by their respective Chiefs on behalf of their respective Bands and Band Members, (hereinafter individually referred to as an "Entitlement Band" and collectively referred to as the "Entitlement Bands")

AND:

**Her Majesty the Queen in Right of Saskatchewan, as represented by the Premier of Saskatchewan and the Minister responsible for the Indian and Metis Affairs Secretariat,
(hereinafter referred to as "Saskatchewan")**

RECITALS

WHEREAS:

- A. Canada entered into certain treaties with Bands of Indians now residing in the Province of Saskatchewan;
- B. Treaty Number Four was made and concluded on the 15th day of September, 1874, and provides, *inter alia*, that:

“ . . . Her Majesty the Queen hereby agrees . . . to assign reserves for said Indians, such reserves to be selected by officers of Her Majesty's Government of the Dominion of Canada appointed for that purpose, after conference with each band of the Indians, and to be of sufficient area to allow one square mile for each family of five, or in that proportion for larger or smaller families”;
- C. The Keeseekoose, Muskowekwan, Ochapowace, Okanese, Piapot, Star Blanket, and Yellowquill Bands, being adherents to Treaty Number Four, have not received Reserves of sufficient area to fulfil the requirements of that Treaty;
- D. Treaty Number Six was made and concluded on the 23rd day of August, the 28th day of August, and the 9th day of September, 1876 and provides, *inter alia*, that:

“ . . . Her Majesty the Queen hereby agrees and undertakes to lay aside reserves for farming lands, due respect being had to lands at present cultivated by the said Indians, and other reserves for the benefit of the said Indians, to be administered and dealt with for them by Her Majesty's Government of the Dominion of Canada, provided all such reserves shall not exceed in all one square mile for each family of five, or in that proportion for larger or smaller families”;
- E. The Beardsy's & Okemasis, Flying Dust, Joseph Bighead, Little Pine, Moosomin, Mosquito Grizzly Bear's Head, Muskeg Lake, One Arrow, Onion Lake, Pelican Lake, Peter Ballantyne, Poundmaker, Red Pheasant, Saulteaux, Sweetgrass, Thunderchild, and Witchehan Lake Bands, being adherents to Treaty Number Six, have not received Reserves of sufficient area to fulfil the requirements of that Treaty;
- F. Treaty Number Ten was made and concluded on several dates in the year 1906 and provides, *inter alia*, that:

“ . . . His Majesty the King hereby agrees and undertakes to set aside reserves of land for such bands as desire the same, such reserves not to exceed in all one square mile for each family of five for such number of families as may elect to reside upon reserves or in that proportion for larger or smaller families; and for such Indian families or individual Indians as prefer to live apart from band reserves His Majesty undertakes to provide land in severalty to the extent of one hundred and sixty (160) acres for each Indian”;

- G. The Canoe Lake and English River Bands, being adherents to Treaty Number Ten, have not received Reserves of sufficient area to fulfil the requirements of that treaty;
- H. Existing treaty rights are recognized and affirmed by section 35 of the **Constitution Act, 1982** being Schedule B of the **Canada Act, 1982** (U.K.), 1982, c.11;
- I. By the **Natural Resources Transfer Agreement**, executed on the 20th day of March, 1930, Canada transferred to Saskatchewan all Crown Lands, Minerals and other natural resources within the Province of Saskatchewan, subject to certain exclusions, terms, and conditions;
- J. Paragraph 10 of the **Natural Resources Transfer Agreement**, *inter alia*, provides as follows:

“ . . . the Province will, from time to time, upon the request of the Superintendent General of Indian Affairs, set aside, out of the unoccupied Crown lands hereby transferred to its administration, such further areas as the said Superintendent General may, in agreement with the appropriate Minister of the Province, select as necessary to enable Canada to fulfil its obligations under the treaties with the Indians of the Province, and such areas shall thereafter be administered by Canada in the same way in all respects as if they never passed to the Province under the provisions hereof”;
- K. The **Natural Resources Transfer Agreement** was confirmed by section 1 of the **Constitution Act, 1930** which provides as follows:

"The agreements set out in the Schedule to this Act are hereby confirmed and shall have the force of law notwithstanding anything in the **Constitution Act, 1867**, or any Act amending the same, or any Act of the Parliament of Canada, or in any Order in Council or

terms or conditions of union made or approved under any such Act as aforesaid."

- L. Saskatchewan has an obligation to provide unoccupied Crown lands to Canada under the above-referenced terms of paragraph 10 of the *Natural Resources Transfer Agreement*;
- M. The parties have determined that there does not exist unoccupied Crown Lands in Saskatchewan of sufficient quality, quantity and in the appropriate locations to fulfil the respective obligations of Canada and Saskatchewan to the satisfaction of the Entitlement Bands;
- N. The Office of the Treaty Commissioner issued a "Report and Recommendations on Treaty Land Entitlement" dated May, 1990, which proposed that the outstanding Treaty land entitlement obligations of Canada to the Entitlement Bands, and the related outstanding *Natural Resources Transfer Agreement* obligations of Saskatchewan to Canada, be settled on the basis of certain recommendations including the "equity formula", which was designed to determine an acreage amount for each Entitlement Band and, based thereon, a resulting monetary payment to such Entitlement Band to fulfil its respective outstanding Treaty land entitlement;
- O. Each of the Entitlement Bands is desirous of negotiating an agreement containing the terms and conditions upon which the outstanding Treaty land entitlement of their respective Bands may be fulfilled and, in pursuit thereof, each of the Chiefs of the Entitlement Bands, in Assembly, have authorized and directed representatives of their Assembly and the Federation of Saskatchewan Indian Nations, Inc. to negotiate and conclude this Agreement;
- P. Canada recognizes that it has unfulfilled obligations in respect of Treaty land entitlement in respect of the Entitlement Bands and is desirous of ensuring that such obligations are fulfilled;
- Q. Canada is of the opinion that its outstanding Treaty land entitlement obligation to the Entitlement Bands is, at most, limited to the respective Shortfall Acres (including Minerals) of each Entitlement Band;
- R. Saskatchewan is also of the opinion that the outstanding Treaty land entitlement obligation of Canada to the Entitlement Bands is limited to Shortfall Acres as aforesaid;
- S. The Entitlement Bands are of the opinion that the outstanding Treaty land entitlement obligation of Canada to such Entitlement Bands is determined by multiplying the current population of an Entitlement Band by one hundred and twenty-eight (128) acres and subtracting therefrom the area of such Entitlement Band's existing Reserve

Land which was set apart by Canada for the use and benefit of such Entitlement Band for Entitlement Purposes;

- T. Notwithstanding paragraphs N, Q, R and S aforesaid, Canada and each of the entitlement Bands have agreed. that, *inter alia*, Canada's outstanding Treaty land entitlement obligations in respect of the Entitlement Bands shall be fulfilled in accordance with the terms and conditions set out in this Agreement;
- U. Canada and Saskatchewan have agreed that, in consideration of the financial and other contributions to be made by Saskatchewan pursuant to this Agreement and the Amended Cost Sharing Agreement, Saskatchewan's obligations to provide unoccupied Crown Land and Minerals to Canada under paragraph 10 of the **Natural Resources Transfer Agreement** in relation to the Entitlement Bands, shall also be fulfilled.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I

DEFINITIONS AND INTERPRETATION

1.01 DEFINITIONS:

In this Agreement and the Appendices and Schedules attached hereto, the following capitalized terms shall have the meanings hereafter ascribed to them, namely:

- (1) "Acquisition Costs" means the costs incurred in relation to the Purchase of Land, Minerals or Improvements by or on behalf of an Entitlement Band (other than the Price paid to the vendor in respect thereof), and includes, without limitation, legal fees, applicable taxes and tax adjustments, land titles registration and search costs, appraisal costs, surveyor certificate costs and real estate commissions and all reasonable costs associated directly with and incurred by the Entitlement Band or the Trustees in relation to site identification and approval, and also includes, without duplication, the cost of satisfying the obligations set forth in section 8.02 and the cost of discharging other Third Party Interests in relation to Entitlement Land;
- (2) "Act" means the *Indian Act*, R.S.C. 1985, c. 1-5, and the regulations made thereunder, as amended from time to time, or any federal legislation enacted in substitution therefor or in modification thereof, that is applicable to the Entitlement Bands;
- (3) "Additions to Reserves Policy" means, unless a contrary indication is evidenced, Canada's "Additions to Reserves Policy" in effect as at the Execution Date;
- (4) "Adherence Agreement" means an agreement pursuant to which an Entitlement Band adheres to this Agreement as contemplated in section 10.02 which agreement shall be in the form of that annexed hereto as Appendix 2;
- (5) "Adjusted Date of First Survey Population" means, in respect of a particular Entitlement Band, the population of the Entitlement Band on its Date of First Survey as such number has been negotiated and finally agreed upon between Canada and the Entitlement Band, and which is set forth in column 1 of Schedule 1;
- (6) "Agreement", "this Agreement", "hereto", "hereof", "herein", "hereunder", "hereby" and similar expressions, and any reference to "Framework

Agreement" refer, unless otherwise expressly stated, to this agreement, including the recitals, the Schedules and the Appendices attached hereto, and not to any particular article, section, subsection, subparagraph or other subdivision hereof or thereof;

- (7) "Agreement to Purchase" means a written agreement containing covenants granting a purchaser the right and obligation to purchase Land, Minerals or improvements and, for greater certainty, may include a written agreement granting an option to purchase the same;
- (8) "Amended Cost Sharing Agreement" means the agreement so titled entered into between Canada and Saskatchewan as of even date herewith concerning, *inter alia*, their respective obligations for payment of the costs associated with the resolution of outstanding Treaty land entitlement of certain Bands located in Saskatchewan, including the Entitlement Bands;
- (9) "Approval in Principle" has the meaning ascribed thereto in the Terms and Conditions of Entitlement Reserve Creation attached hereto as Schedule 6;
- (10) "Arbitration Board" means the arbitration board established by Article 19;
- (11) "Band" means a "band", within the meaning of the Act, in respect of which Land has been set apart prior to the Execution Date as a Reserve in the Province of Saskatchewan;
- (12) "Band Council Resolution" means a written resolution of the Council adopted at a duly convened meeting of the Council;
- (13) "Band Development" means the investment and utilization of Trust Property by the Trustees on behalf of the Entitlement Band for the purpose of Business, acquisition of Land, Minerals or Improvements (including Entitlement Land), or any project for the use, development, advantage or benefit of the Entitlement Band or Members of the Entitlement Band;
- (14) "Band Specific Agreement" means, in respect of a particular Entitlement Band, an agreement containing the same provisions as those in Articles 1 to 6, inclusive, and Article 8 of the agreement annexed as Appendix 1, to be entered into between the Entitlement Band and Canada to give effect to the provisions of this Agreement among the Entitlement Band, Canada and Saskatchewan;
- (15) "Business" means any activity or undertaking the primary objective of which is to provide goods, services, programs or capital assistance to Members of the Entitlement Band or any activity or undertaking for profit;
- (16) "Chief" has the meaning ascribed thereto in the Act;

- (17) "Claim" means any submission to the Minister made on behalf of an Entitlement Band requesting fulfilment of outstanding Treaty land entitlement in respect of such Entitlement Band or its predecessors, and includes all written representations made in respect thereof;
- (18) "Council" means, in respect of a particular Entitlement Band, the "council of the band" within the meaning of the Act;
- (19) "Councillor" means a member of the Council in accordance with the Act;
- (20) "Current Population" means, in respect of a particular Entitlement Band, the number of Members entitled to be registered as such on the 31st day of March, 1991, and who were registered on April 15, 1992, as such number has been negotiated and finally agreed upon between Canada and the Entitlement Band, and which is set forth in column 6 of Schedule 1;
- (21) "Date of First Survey" means, in respect of a particular Entitlement Band, the year set forth in column 1.1 of Schedule 1 hereto;
- (22) "Department" means the federal Department of Indian Affairs and Northern Development and includes its Saskatchewan regional office;
- (23) "Department of Justice" means the federal Department of Justice;
- (24) "Discernible Surface Outlet" means a defined and ascertainable channel through which water normally flows for not less than seven (7) consecutive days each year;
- (25) "Entitlement Band" means any of those twenty-six (26) Bands (which, for greater certainty, excludes the Nekaneet Band of Indians of Saskatchewan) in respect of which:
 - (a) Canada has, prior to the Execution Date, accepted for negotiation a claim for outstanding Treaty land entitlement under the terms of Treaty Number Four, Treaty Number Six or Treaty Number Ten; and
 - (b) its Chief is now a signatory hereto or, alternatively, hereafter becomes a signatory hereto in accordance with the provisions of Article 10;
- (26) "Entitlement Land" means Lands, Minerals or Improvements in Saskatchewan hereafter Purchased and which are intended to be set apart as an Entitlement Reserve pursuant to the provisions of a Band Specific Agreement, the Trust Agreement and this Agreement;

- (27) "Entitlement Monies" means, in respect of a particular Entitlement Band, those monies payable to an Entitlement Band (together with any accrued interest thereon) which are being paid to such Entitlement Band, at the direction of the Entitlement Band hereunder, to its Trust Account, as calculated in accordance with Article 3 (being the aggregate of its Equity Payment, Minerals Payment and, if applicable, Honour Payment), the total of which is set forth in column 16 of Schedule 1;
- (28) "Entitlement Purposes", when used in relation to the acreage of Reserve Land which has, prior to the Execution Date, been set apart by Canada for an Entitlement Band to fulfil Treaty land entitlement obligations, means all Reserve land set apart for such purposes, but excludes lands set apart for the purpose of replacing such Reserve lands that had been surrendered by that Entitlement Band;
- (29) "Entitlement Reserve" means Entitlement Land which is set apart by Canada as a Reserve for the use and benefit of an Entitlement Band in accordance with its Band Specific Agreement and this Agreement;
- (30) "Environmental Review" and "Environmental Screening" have the meanings ascribed thereto in Schedule 6;
- (31) "Equity Payment" means, in respect of a particular Entitlement Band, the payment to be made to the Entitlement Band as calculated in accordance with section 3.01, the amount of which is set forth in column 12 of Schedule 1;
- (32) "Equity Quantum" means, in respect of a particular Entitlement Band, the total area of Land, expressed in acres, which has been calculated in accordance with section 2.02, and which is set forth in column 7 of Schedule 1;
- (33) "Execution Date" means the date upon which Canada and Saskatchewan have executed this Agreement;
- (34) "Fee Simple Mineral Owner" means any Person who is the legal owner of the estate in fee simple, or a share or interest of the estate in fee simple, of any Minerals, and further includes Canada or Saskatchewan where applicable;
- (35) "Forest Management Licence Agreement" means an agreement so titled, whereby Saskatchewan has granted any Person the exclusive right to harvest timber upon certain provincial Crown Lands;
- (36) "Honour Payment" means, in respect of a particular Entitlement Band, the payment, if any, to be made to the Entitlement Band as calculated in accordance with section 3.03, the amount of which is set forth in column 13 of Schedule 1;

- (37) "Improvements" means all buildings or structures erected or placed on, over or under Land and, unless otherwise expressly provided herein, includes, without limitation, anything affixed to or incorporated therein, the plant and equipment of any oil or gas well or mine, any pipeline on or under Land, fencing, and any dugouts or other alterations to Land designed to facilitate the collection and retention of water;
- (38) "Indian" has the meaning ascribed thereto in the Act;
- (39) "Institution" means one of the authorized financial institutions contemplated in Schedule "A" of Schedule 5;
- (40) "Interest of a Mineral Disposition Holder" means the legal interest of any Person in a Mineral Disposition and includes such an interest in all renewals, conversions, substitutions and replacements of the Mineral Disposition and any new Mineral Dispositions to which the Mineral Disposition Holder is entitled either by the terms of the Mineral Disposition, provincial or federal legislation, or the policy of Saskatchewan;
- (41) "Interest Rate" means the effective rate, from time to time, of interest paid by Canada at the immediately preceding weekly auction for three month Canada treasury bills or, alternatively, in the event the basis for such rate is not ascertainable because Canada has not sold such treasury bills, such other reasonable substitute basis rate as may be agreed to between Canada and Saskatchewan;
- (42) "Joint Production Agreement" means any contract, agreement, covenant or arrangement, whether voluntarily entered into or imposed by legislation, under the terms of which a Fee Simple Mineral Owner or a Mineral Disposition Holder agrees to, or is required to share in, the benefits, costs, or obligations associated with the recovery of Minerals from within, upon or under any Lands, and includes all pooling and unitization agreements and orders, provided that any of the foregoing are in force immediately prior to the Purchase of Entitlement Land or, thereafter, at any time prior to the transfer of Entitlement Land to Canada;
- (43) "Land" or "Lands" means real property, chattels real, or any interests therein or in the nature thereof and, unless the context otherwise requires, excludes Minerals and Improvements;
- (44) "Member" means, in respect of a particular Entitlement Band, a member of such Entitlement Band within the meaning of the Act and shall include all registered Indians recorded on the Department's Indian Register in respect of the Entitlement Band;

- (45) "Mineral Disposition" means any rights granted by the Fee Simple Mineral Owner under a lease or any other instrument pursuant to which any Person has obtained the right to explore for, drill for, produce or otherwise extract any Mineral, and includes any right to a share or interest in the proceeds of the production of any Minerals, whether those rights have been granted by the Fee Simple Mineral Owner or not, and any right to compensation pursuant to sections 23 and 23.1 of **The Crown Minerals Act**, S.S. 1984-85-86, c. C-50.2, provided that any of such rights were in force immediately prior to the Purchase of Land or, thereafter, at any time prior to the transfer of Entitlement Land to Canada, but shall be deemed to exclude Third Party Interests and any security interest, mortgage or similar financing arrangements and to also exclude those beneficial interests in Minerals referred to in subparagraph 5.04(c)(iii);
- (46) "Mineral Disposition Holder" means any Person who has an interest in a Mineral Disposition and includes the heirs, executors, administrators, personal representatives, agents, successors and assigns thereof;
- (47) "Minerals" means any non-viable substance formed by the processes of nature, irrespective of chemical or physical state, and includes such substances both before and after extraction, or any interest in the same, and further includes any interest or improvement in the nature of a mine but does not include any surface or ground water, agricultural soil, sand or gravel;
- (48) "Minerals Payment" means, in respect of a particular Entitlement Band, the payment to be made to the Entitlement Band as calculated in accordance with section 3.02, the amount of which is set forth in column 15 of Schedule 1;
- (49) "Minister" means the Minister appointed under the **Department of Indian Affairs and Northern Development Act**, R.S.C. 1985, c. 1-7;
- (50) "Municipal Taxes" means all applicable taxes levied by a Rural Municipality for municipal purposes (which, for greater certainty and without limitation, excludes School Taxes and any taxes collected by a Rural Municipality not for the use and benefit of the Rural Municipality) in respect of land, improvements and businesses within the Rural Municipality, and includes business taxes levied pursuant to sections 286 and 330 of **The Rural Municipality Act, 1989**, S.S. 1989-90, c. R-26.1, grants-in-lieu of taxes paid to Rural Municipalities pursuant to federal or provincial government policy, or taxes for municipal purposes levied by a Rural Municipality upon occupants of such Lands in respect of such occupation;
- (51) **"Natural Resources Transfer Agreement"** means the Saskatchewan Natural Resources Transfer Agreement, as confirmed by **The Saskatchewan Natural**

Resources Act, S.S. 1929-30, c. 87, **The Saskatchewan Natural Resources Act**, S.C. 1930, c. 41 and the **Constitution Act, 1930**;

- (51) "Northern Administration District" means that area of the Province of Saskatchewan identified as the "Northern Saskatchewan Administration District" pursuant to the **Northern Saskatchewan Administration District Boundaries Regulations**, R.R.S., c. N-5.1, Reg. 1, as such area is constituted on the Execution Date;
- (53) "Northern Municipality" means a "northern municipality" as defined by **The Northern Municipalities Act**, S.S. 1983, c. N-5.1, but excludes the district as defined in such statute;
- (54) "Occupant of Crown Land means any Person who has a statutory or legally enforceable right to occupy or use a particular parcel of Crown Land vested in Saskatchewan or Canada, to the exclusion of members of the public, and is deemed to include any Person with a valid and subsisting lease, licence or a permit granted by Saskatchewan or Canada or with a permanent allocation in a pasture but, for greater certainty, does not include a Fee Simple Mineral Owner or a Mineral Disposition Holder;
- (55) "Person" means any individual, proprietor, corporation, partnership, trust, joint venture, unincorporated organization, Indian band, union or a governmental body and their respective heirs, legal representatives, successors and assigns;
- (56) "Price" means an accurate projection of the cost of acquiring Entitlement Land and shall include, without limitation, the purchase price thereof after all applicable adjustments (including, without limitation, tax adjustments, insurance, rents and other income and outgoings);
- (57) "Productive Forest Land" means any Land on which trees are growing or standing, or may be grown, in such quantity and quality as may be commercially harvested on an economical basis and, for greater certainty, does not include any Land which is treed muskeg, treed rock, clear muskeg, clear rock, brushland, meadow, clearing, sand, non-productive burnover, flooded, experimental area, permanent sample plot, Forestry Canada plot, recreational reserve or covered by water, and does not include any Land within the "reconnaissance forest zone";
- (58) "Provincial Highway" means a provincial highway as defined by **The Highways and Transportation Act**, R.S.S. 1978, c. H-3, as illustrated on the official highway map for the Province of Saskatchewan by distinctive lines and listed in the road classification thereof as a "divided", "paved" or "gravel" provincial highway;

- (59) "Provincial Mineral Revenues" means all royalties, taxes and rents in respect of a given Mineral (from the sources relating to such Mineral indicated in Schedule 2) and any royalties, taxes and rents that may be imposed in substitution therefor;
- (60) "Provincial Road" means any road, street, lane, alley, trail or path, other than a divided or paved Provincial Highway, the title to which is vested in Saskatchewan or which has been set aside for such purposes under *The Northwest Territories Act*, R.S.C. 1886, c. 50, or any statute of the Province of Saskatchewan, and includes a bridge, culvert, drain or public improvement erected upon or in connection with the same and which is intended for or used by the general public for the passage of vehicles;
- (61) "Public Purposes" means the utilization or conservation of Minerals for the benefit of the, general public of the Province of Saskatchewan, or a substantial portion thereof, as distinguished from purposes which concern particular individuals or estates in Land or Minerals but, for greater certainty, does not include the purpose of earning current, or protecting future, royalties, taxes or other revenues on behalf of Saskatchewan;
- (62) "Public Purposes Plan" means a written plan, document or any other material evidencing an intention respecting the planned utilization or conservation by Saskatchewan of Minerals for Public Purposes;
- (63) "Public Utility Companies" means, collectively, Saskatchewan Power Corporation, Saskatchewan Telecommunications, SaskEnergy Incorporated and TransGas Limited, and their successors and assigns, and "Public Utility Company" means any one of such companies;
- (64) "Public Utility Easement" means a registered easement or right of way, or an unregistered statutory easement or right of way, held by one or more of the Public Utility Companies, in respect of a transmission line, distribution line or similar facility which affects Entitlement land;
- (65) "Purchase" or "Purchased" means a purchase of Land, Minerals or Improvements by the Trustees or an agent of an Entitlement Band in accordance with the requirements of its Trust Agreement and Band Specific Agreement, and may include the acquisition of ownership rights by means other than a transaction of purchase and sale;
- (66) "Ratification Vote Guidelines and Procedures" means those guidelines and procedures for conducting ratification votes set forth as Schedule 3;
- (67) "Register" has the meaning ascribed thereto in the Act;

- (68) "Replacement Mineral Disposition" means a permit, lease, licence or other disposition issued, made or granted under the **Indian Oil and Gas Regulations**, the **Indian Mining Regulations** or other applicable federal legislation, in replacement of, or in substitution for, a Mineral Disposition;
- (69) "Replacement Public Utility Easement" means those easement and permit agreements (in the form and substance agreed to among Canada, Saskatchewan, the Public Utility Companies and the Entitlement Bands) and annexed as Appendix 3, which easement and permit agreements are to be registered in replacement of existing Public Utility Easements as contemplated in section 8.03;
- (70) "Reserve" has the meaning ascribed thereto in the Act;
- (71) "Revenue Trust Account" has the meaning ascribed thereto in the model trust agreement annexed as Schedule 5;
- (72) "Road Allowance" means land held by Saskatchewan which was at any time intended for use by the general public for the passage of vehicles, whether actually used for that purpose or not;
- (73) "Rural Municipal Compensation Fund" means the fund so titled to be established pursuant to the Amended Cost Sharing Agreement and administered by the Saskatchewan Association of Rural Municipalities for the purpose of receiving compensation payments from Canada and Saskatchewan and for disbursing such compensation to a Rural Municipality which experiences a reduction in Taxable Land as a result of Entitlement Land being set apart as an Entitlement Reserve;
- (74) "Rural Municipality" means a "Rural Municipality" as defined by **The Rural Municipality Act, 1989**, S.S. 1989-90, c. R-26.1;
- (75) "Saskatchewan Formula Quantum" means, in respect of a particular Entitlement Band, that area of land, expressed in acres, referred to in column 10 of Schedule 1;
- (76) "School Division" means, except where otherwise expressly provided herein, a "division" as defined by **The Education Act**, R.S.S. 1978 (Supp.), c. E-0.1, which is located outside of the Northern Administration District;
- (77) "School Division Compensation Fund" means the fund established pursuant to the Amended Cost Sharing Agreement and administered by Saskatchewan for the purpose of receiving compensation payments from Canada and Saskatchewan and for disbursing compensation to School Divisions which have

experienced a reduction in Taxable Land as a result of Entitlement Land being hereafter set apart as an Entitlement Reserve;

- (78) "School Taxes" means all applicable taxes levied by a School Division for education purposes (which, for greater certainty and without limitation, excludes Municipal Taxes or any taxes collected by a School Division not for the use and benefit of the School Division) in respect of land, improvements and businesses, and includes business taxes referred to in section 291 of *The Education Act*, R.S.S. 1978, c. E-0.1 (Supp.), grants-in-lieu of taxes paid pursuant to federal or provincial government policy or taxes for educational purposes levied by a School Division upon, the occupants of such Land in respect of such occupation;
- (79) "Settlement Board" means the settlement board established by Article 18;
- (80) "Shore Land means all Crown Lands within fifty (50) meters of the ordinary high water mark of:
 - (a) a lake with a surface area of more than one thousand (1,000) acres;
or
 - (b) a river identified on the list of rivers published in the Canada Gazette by the Canadian Permanent Committee on Geographical Names with a width, at any point adjacent to the Crown Land in question, of twenty (20) meters or more;
- (81) "Shortfall Acres", in respect of a particular Entitlement Band, means that area of Land (including all existing Minerals in respect thereof), the total acreage of which is set forth in column 4 of Schedule 1;
- (82) "Shortfall Acres Acquisition Date" means, in respect of a particular Entitlement Band, the date upon which Entitlement Land (including all existing Minerals in respect thereof), in an aggregate area at least equal to the Entitlement Band's Shortfall Acres, has hereafter been transferred to Canada in accordance with the terms of this Agreement and is set apart as an Entitlement Reserve or Entitlement Reserves;
- (83) "SIMAS" means the Saskatchewan Indian and Metis Affairs Secretariat and its successors from time to time;
- (84) "Special Purpose Account" means the interest bearing account to be hereafter established by Canada pursuant to applicable federal legislation which shall, after its creation, be utilized for the purpose of administering:

- (a) all remaining monies being administered by Canada for the purposes of the Treaty Land Entitlement (Saskatchewan) Fund and which are on deposit in the consolidated revenue fund; and
- (b) all monies which are to be thereafter deposited by each of Canada and Saskatchewan to the Treaty Land Entitlement (Saskatchewan) Fund pursuant to Article 3;

which account, when established, shall permit both Canada and Saskatchewan to deposit funds on an interest bearing basis at a rate of interest from time to time applicable to interest. bearing deposits in the consolidated revenue fund;

- (85) "Surface Lease" means any grant, conveyance, lease, license, order, or permit which provides the right of entry upon the surface of any Land, or the right to use, occupy or take the surface of any Land or any interest therein, required for the purpose of exploring for, drilling for, producing, recovering or otherwise extracting any Mineral, and includes a Mineral Disposition to the extent such rights are included in the Mineral Disposition, provided the same is in force immediately prior to the Purchase of Land or, thereafter, at any time prior to the transfer of Entitlement Land to Canada;
- (86) "Taxable Land" means land located within a Rural Municipality in respect of which Municipal Taxes and School Taxes are payable to such Rural Municipality and a School Division;
- (87) "Terms and Conditions of Entitlement Reserve Creation" means those terms and conditions applicable to the creation of Entitlement Reserves, a copy of which is attached as Schedule 6;
- (88) "Third Party Interest" means the legal interest of any Person, other than a party hereto, in Land, Minerals or Improvements and, without in any way limiting the generality of the foregoing, includes the interest held by an Occupant of Crown Land, leases, mortgages, charges, encumbrances, registered builders' liens, writs of execution, easements (including Public Utility Easements), rights of way, restrictive covenants, party wall agreements, building restriction caveats and other caveats, provided the same are in force immediately prior to the Purchase of the Land, Minerals or Improvements or, thereafter, at any time prior to the transfer of the same to Canada, but shall, for greater certainty, exclude an Interest in a Mineral Disposition;
- (89) "Third Party Interest Holder" means a Person holding a Third Party Interest (including an Occupant of Crown land) but excludes Canada, Saskatchewan or any Person acting for or on behalf of an Entitlement Band which has Purchased the Entitlement Land;

- (90) "Treaties" means, collectively, Treaty Number Four, Treaty Number Six, and Treaty Number Ten, and "Treaty" means any one of such Treaties;
- (91) "Treaty Land Entitlement (Saskatchewan) Fund" means, pending establishment of the Special Purpose Account, the interest bearing account within the consolidated revenue fund to be administered by Canada for the purpose of accepting and depositing Saskatchewan's payments to the Treaty Land Entitlement (Saskatchewan) Fund and means, from and after the establishment of the Special Purpose Account, the interest bearing account to be administered by Canada for the purpose of thereafter accepting, depositing and crediting interest to, the payments to be made by both Canada and Saskatchewan to the Treaty Land Entitlement (Saskatchewan) Fund pursuant to Article 3;
- (92) "Trust Account" has the meaning ascribed thereto in the model trust agreement annexed as Schedule 5;
- (93) "Trust Agreement" means, in respect of a particular Entitlement Band, the trust agreement to be executed and delivered by such Entitlement Band, its Trustees and an Institution and thereafter ratified together with its Band Specific Agreement in accordance with the provisions hereof, a model of which is annexed hereto as Schedule 5;
- (94) "Trust Property" means the Entitlement Monies deposited by Canada to the Trust Account, and includes all monies now or hereafter on deposit in the Trust Account or the Revenue Trust Account (which for greater certainty includes any and all Investment Instruments in which the monies in the Trust Account or the Revenue Trust Account may from time to time be invested by the Trustees as specified in the Trust Agreement), as well as any additions or accruals thereto and also includes, without limitation, all interest revenue and other income realized thereon, the net proceeds of sale of all Entitlement Land sold and all sums repaid to the Trustees in the situations contemplated by subsections 4.01(f) and 5.01(d) of the model trust agreement annexed as Schedule 5;
- (95) "Trustees" means, in respect of an Entitlement Band, collectively, those individuals appointed to act as a trustee on behalf of the Entitlement Band pursuant to its Trust Agreement, and any individuals from time to time thereafter appointed or substituted therefor, and "Trustee" means any one of such Trustees;
- (96) "Undeveloped Road Allowance" means a Road Allowance upon which no highway, road, street, lane, trail, path or alley has ever been constructed or, if constructed, is no longer being maintained in a condition for use by, or is being used by, the general public for that purpose;

- (97) "Undisposed Minerals" means, subject to subsections 5.04(b) and (c), any Minerals in respect of which there are no Mineral Dispositions;
- (98) "Urban Municipality" means an "urban municipality" as defined by *The Urban Municipality Act*, 1984 S.S. 1983-84, c. U-11 and includes the City of Lloydminster;
- (99) "Waterbody" means any river, stream, lake, pond, swamp, marsh, or other body of water; and
- (100) "Water Project" means:
 - (a) any drain, dyke, dam or other work that is proposed to divert or impound water, or any alteration, addition to, or elimination of, any such drain, dyke, dam or other work;
 - (b) any act which results in the emission of water or other substance into a Waterbody; or
 - (c) any use of water;

that affects, or if constructed or carried out could reasonably be anticipated to affect, the existing quantity, quality or rate of flow, in a discernible way, of water in a Waterbody and which, if constructed or carried out on lands subject to the jurisdiction of Saskatchewan, would require a licence or other approval under the laws of Saskatchewan.

1.02

SCHEDULES:

The following are the Schedules annexed to and incorporated in this Agreement by reference to their respective numbers as given below and which are deemed to be part hereof:

- 1. T.L.E. Settlement Data Sheet
- 2. Mineral Revenue Sources
- 3. Ratification Vote Guidelines and Procedures
- 4. Agreed Form of Amendment to *Natural Resources Transfer Agreement*
- 5. Model Trust Agreement
- 6. Terms and Conditions of Entitlement Reserve Creation
- 7. Schedule of Anticipated Payments to Treaty Land Entitlement (Saskatchewan) Fund

1.03

APPENDICES:

The following are the Appendices annexed to and incorporated in this Agreement which contemplate execution by the parties named therein:

1. Form of Band Specific Agreement
2. Adherence Agreement
3. Replacement Public Utility Easements

ARTICLE 2

LAND QUANTUM

2.01 **ADJUSTED DATE OF FIRST SURVEY POPULATION:**

Each Entitlement Band agrees with Canada that its Adjusted Date of First Survey Population is set forth in column 1 of Schedule 1.

2.02 **EQUITY QUANTUM:**

Each Entitlement Band agrees with Canada that its Equity Quantum is set forth in column 9 of Schedule 1. Canada, Saskatchewan and the Entitlement Bands agree that the Equity Quantum has been calculated as follows:

- (a) by multiplying the Adjusted Date of First Survey Population by one hundred and twenty-eight (128) acres;
- (b) by determining the total acreage of all Reserve Lands set apart for Entitlement Purposes on or before December 31, 1955;
- (c) by calculating the percentage that the amount determined in subsection (b) above is of the amount determined in subsection (a) above, and subtracting the same from one hundred (100%) percent;
- (d) by multiplying the resulting percentage figure obtained in subsection (c) above by the Current Population of such Entitlement Band, and then multiplying the product obtained by one hundred and twenty-eight (128) acres; and
- (e) subtracting from the result obtained in subsection (d) above the total acreage of Reserve Lands set apart for Entitlement Purposes from and after January 1, 1956.

2.03 **PRE-1956 RESERVES:**

Each Entitlement Band agrees with Canada that the amount of its Reserve Land set apart for Entitlement Purposes on or before December 31, 1955, is set forth in column 3 of Schedule 1.

2.04 **POST-1955 RESERVES:**

Each Entitlement Band agrees with Canada that the amount of its Reserve Land set apart for Entitlement Purposes from and after January 1, 1956, to and including the Execution Date, is set forth in column 8 of Schedule 1.

2.05 **CURRENT POPULATION:**

Each Entitlement Band agrees with Canada that its Current Population is set forth in column 6 of Schedule 1.

2.06 **SHORTFALL ACRES:**

Each Entitlement Band agrees with Canada that its Shortfall Acres are as set forth in column 4 of Schedule 1. Canada, Saskatchewan and the Entitlement Bands agree that the Shortfall Acres were calculated as follows:

- (a) by multiplying the Adjusted Date of First Survey Population by one hundred and twenty-eight (128) acres;
- (b) by determining the total acreage of all Reserve Lands set apart for Entitlement Purposes on or before December 31, 1955; and
- (c) by subtracting the amount determined in subsection (b) above from the amount determined in subsection (a) above.

2.07 **SASKATCHEWAN FORMULA QUANTUM:**

Each Entitlement Band agrees with Canada that its Saskatchewan Formula Quantum is set forth in column 10 of Schedule 1.

ARTICLE 3**ENTITLEMENT MONIES****3.01****EQUITY PAYMENT:**

- (a) Canada and Saskatchewan each agree that they shall, in accordance with the provisions of this Article and in their respective cost sharing ratios as set forth in Article 2 of the Amended Cost Sharing Agreement, cause to be paid to the Treaty Land Entitlement (Saskatchewan) Fund, in respect of each Entitlement Band, an amount (the "Equity Payment") equal to the product obtained by multiplying the Equity Quantum of such Entitlement Band by the sum of Two Hundred and Sixty-two Dollars and Nineteen (\$262.19) Cents per acre.
- (b) Each Entitlement Band agrees with Canada and Saskatchewan that its total Equity Payment is set forth in column 12 of Schedule 1.

3.02**MINERALS PAYMENT:**

- (a) Canada and Saskatchewan each agree that they shall, in accordance with the provisions of this Article and in their respective cost sharing ratios as set forth in Article 2 of the Amended Cost Sharing Agreement, cause to be paid to the Treaty Land Entitlement (Saskatchewan) Fund, in respect of each Entitlement Band, an amount (the "Minerals Payment") for the purpose of assisting the Entitlement Bands to purchase Minerals in respect of the Entitlement Band's Shortfall Acres. The Minerals Payment for a particular Entitlement Band shall be equal to the product, obtained by multiplying the Shortfall Acres of the Entitlement Band by the sum of Forty-five (\$45.00) Dollars per acre.
- (b) Each Entitlement Band agrees with Canada and Saskatchewan that its total Minerals Payment is set forth in column 15 of Schedule 1.

3.03**HONOUR PAYMENT:**

- (a) Canada and Saskatchewan each agree that they shall, in accordance with the provisions of this Article and in their respective cost sharing ratios as set forth in Article 2 of the Amended Cost Sharing Agreement, cause to be paid to the Treaty Land Entitlement (Saskatchewan) Fund an amount (the "Honour Payment") to compensate those Entitlement Bands whose Equity Quantum is less than their Saskatchewan Formula Quantum.
- (b) Each Entitlement Band agrees with Canada and Saskatchewan that its total Honour Payment, if any, is set forth in column 13 of schedule 1.

3.04 PAYMENT TO ENTITLEMENT BAND TRUST ACCOUNTS:

Except as may be permitted pursuant to section 4.13, Canada and the Entitlement Bands agree that all Entitlement Monies to be paid to an Entitlement Band pursuant to its Band Specific Agreement are being paid by Canada from the Treaty Land Entitlement (Saskatchewan) Fund to such Entitlement Band, at the direction of the Entitlement Band hereunder, to its Trust Account, and such Entitlement Monies shall thereafter be administered by its Trustees upon the trusts set forth in, and subject to the terms and conditions of, its Trust Agreement.

3.05 TREATY LAND ENTITLEMENT TRUST:

- (a) The Entitlement Bands agree that it is their intention that the Entitlement Monies to be paid by Canada pursuant to the terms of their Band Specific Agreement are to be properly invested for the future use and benefit of the Entitlement Band. Each Entitlement Band agrees that a trust shall be established in respect thereof and maintained in accordance with the provisions of this Agreement, its Trust Agreement and Band Specific Agreement.
- (b) The Entitlement Monies shall not be paid to such Entitlement Band's revenue account, capital account or any other account now in existence, or hereafter established including, without limitation, under the Act.
- (c) The Entitlement Bands agree that their Band Specific Agreements shall, *inter alia*, clearly acknowledge that the Entitlement Band has, through its Chief and Council, received independent legal advice.

3.06 EFFECT OF FAILURE TO RATIFY BAND SPECIFIC AGREEMENT:

Notwithstanding any other provision of this Article, each of the parties agrees that where an Entitlement Band fails to ratify, execute and deliver its Band Specific Agreement in accordance with Article 10, all payments made in respect of such Entitlement Band by Canada and Saskatchewan to the Treaty Land Entitlement (Saskatchewan) Fund shall, from and after that date being three (3) years from the Execution Date, cease, and any funds paid to the Treaty Land Entitlement (Saskatchewan) Fund by either Saskatchewan or Canada in respect of any such Entitlement Band shall be reimbursed to Saskatchewan or Canada together with accrued interest.

3.07**SASKATCHEWAN'S PAYMENTS TO THE TREATY LAND ENTITLEMENT (SASKATCHEWAN) FUND:**

- (a) Saskatchewan's payments to the Treaty Land Entitlement (Saskatchewan) Fund in respect of all Entitlement Bands which execute and deliver this Agreement on the Execution Date, shall be in an amount equal to that set forth in respect of such Entitlement Bands in column 21 of Schedule 1 and shall be made, in the case of the initial payment, within thirty (30) days of the Execution Date and, subject only to section 3.06 and section 3.11, shall thereafter be made in such an amount on June 30th in each of the succeeding eleven (11) years.
- (b) Saskatchewan's payments to the Treaty Land Entitlement (Saskatchewan) Fund in respect of any Entitlement Band which has adhered to this Agreement after the Execution Date in accordance with Article 10 shall be in an amount equal to that set forth in respect of such Entitlement Band in column 21 of Schedule 1, and shall be made, in the case of the initial payment, within sixty (60) days of the delivery of such Entitlement Band's Adherence Agreement to each of Canada and Saskatchewan and, subject only to section 3.06 and section 3.11, shall thereafter be made in such an amount on June 30th of each of the succeeding eleven (11) years commencing June 30, 1993.
- (c) Pending enactment of federal legislation to establish the Special Purpose Account, Canada agrees that Saskatchewan's payments to the Treaty Land Entitlement (Saskatchewan) Fund shall, from and after their deposit in the Treaty Land Entitlement (Saskatchewan) Fund, earn interest at the usual rate of interest paid from time to time by Canada on its consolidated revenue fund deposits governed by subsection 21(2) of the ***Financial Administration Act***, R.S.C. 1985, c. F-11.
- (d) For greater certainty, upon enactment of federal legislation which establishes the Special Purpose Account, all remaining funds previously paid by Saskatchewan and which are then on deposit in the Treaty Land Entitlement (Saskatchewan) Fund, together with all payments thereafter received from Saskatchewan pursuant to this Article, shall be administered pursuant to the terms (which shall not be inconsistent with the terms hereof) set forth in the legislation governing the operation of such Special Purpose Account, and shall bear interest at the rate from time to time applicable to monies on deposit in the consolidated revenue fund.

3.08**CANADA'S PAYMENTS TO THE TREATY LAND ENTITLEMENT (SASKATCHEWAN) FUND:**

- (a) Pending the establishment of the Special Purpose Account:

- (i) Canada agrees to appropriate (subject to section 3.06 and section 3.11), on an annual basis, amounts equal to those referred to (in respect of Canada) in Schedule 7 hereof;
 - (ii) Canada agrees to pay to any Entitlement Band in respect of which Canada has executed a Band Specific Agreement prior to the establishment of the Special Purpose Account, within thirty (30) days of execution thereof by Canada:
 - (A) from the appropriated funds referred to in subparagraph 3.08(a)(i) above, the amount set forth in respect of such Entitlement Band in column 19 of Schedule 1, together with any amounts that, prior to the execution of such Band Specific Agreement by Canada, would have been payable by Canada (as set forth in column 19 or 20 of Schedule 1, as the case may be) to such Entitlement Band on August 31st of any year, had the Special Purpose Account been established prior to execution thereof; and
 - (B) all amounts paid by Saskatchewan in respect of such Entitlement Band which are then on deposit in the Treaty Land Entitlement (Saskatchewan) Fund (plus accrued interest thereon); and
 - (iii) Canada agrees to thereafter pay to those Entitlement Bands referred to in subparagraph 3.08(a)(ii) above, on or before each succeeding August 31 during the term hereof (but prior to the establishment of the Special Purpose Account):
 - (A) from the appropriated funds referred to in subparagraph 3.08(a)(i) above, the annual amount payable by Canada in respect of such Entitlement Band as set forth in column 19 or 20 of Schedule 1, as the case may be; and
 - (B) all amounts paid by Saskatchewan in respect of such Entitlement Band which are then on deposit in the Treaty Land Entitlement (Saskatchewan) Fund (plus accrued interest thereon).
- (a. 1) Upon establishment of the Special Purpose Account, Canada agrees to thereafter pay to those Entitlement Bands referred to in subparagraph 3.08(a)(ii) above, on or before August 31st of each of the remaining years to and including August 31st, 2003, an amount equivalent to:

- (i) the annual amount payable by Canada to the Treaty Land Entitlement (Saskatchewan) Fund in respect of such Entitlement Band (which annual payment is to be made by Canada to such fund on June 30th of each year) as set forth in column 19 or column 20, as the case may be, plus accrued interest thereon from June 30th of such year until the date of payment thereof to the Entitlement Band; and
 - (ii) any amount required to be paid by Canada on behalf of Saskatchewan pursuant to section 3.11, plus accrued interest thereon from June 30th of the applicable year of deposit; and
 - (iii) all amounts paid by Saskatchewan in respect of such Entitlement Band which are then on deposit in the Treaty Land Entitlement (Saskatchewan) Fund plus any accrued interest thereon.
- (b) Canada agrees that, in respect of any Entitlement Band which enters into a Band Specific Agreement with Canada after the establishment of the Special Purpose Account:
 - (i) Canada shall pay to such Entitlement Band, within thirty (30) days of the execution by Canada of such Entitlement Band's Band Specific Agreement, all monies then on deposit in the Treaty Land Entitlement (Saskatchewan) Fund (plus accrued interest thereon), and
 - (ii) thereafter, on or before August 31st of each succeeding year:
 - (A) an amount equivalent to the annual amount payable by Canada to the Treaty Land Entitlement (Saskatchewan) Fund set forth in column 19 or 20, as the case may be, of Schedule 1 (which amount shall be paid to such fund on June 30th of each year) plus accrued interest thereon from June 30th of such year until the date of payment thereof to the Entitlement Band; and
 - (B) any amount required to be paid by Canada pursuant to section 3.11, plus accrued interest thereon from June 30th of the applicable year of deposit; and
 - (C) all amounts on deposit in the Treaty Land Entitlement (Saskatchewan) Fund which have been paid by Saskatchewan in respect of such Entitlement Band, plus accrued interest thereon from the date of payment thereof by Saskatchewan.
- (c) For greater certainty, after the establishment of the Special Purpose Account, Canada shall transfer to such Special Purpose Account:

- (i) an amount equal to all annual appropriations made by Canada prior to such time in accordance with Schedule 7, which have not otherwise been paid by Canada to an Entitlement Band in accordance herewith; and
- (ii) all amounts paid by Saskatchewan to the Treaty Land Entitlement(Saskatchewan) Fund which are then on deposit in the Treaty Land Entitlement (Saskatchewan) Fund, plus accrued interest thereon.

3.09**DISPOSITION OF INTEREST EARNED IN TREATY LAND ENTITLEMENT FUND:**

Canada, Saskatchewan and the Entitlement Bands agree that, prior to the establishment of the Special Purpose Account, interest earned in respect of those funds paid by Saskatchewan which are on deposit in the Treaty Land Entitlement (Saskatchewan) Fund, together with that interest earned after the establishment of the Special Purpose Account in respect of those funds paid by each of Saskatchewan and Canada to the Treaty Land Entitlement (Saskatchewan) Fund, shall be dealt with as follows:

- (a) interest earned on funds in the Treaty Land Entitlement (Saskatchewan) Fund which are being held for potential distribution to an Entitlement Band between:
 - (i) the date that Saskatchewan has made its payment to the Treaty Land Entitlement (Saskatchewan) Fund as required pursuant to section 3.07; and
 - (ii) the date upon which the initial payment of Entitlement Monies is made by Canada from the Treaty Land Entitlement (Saskatchewan) Fund for deposit to the Entitlement Band's Trust Account;

shall be paid by Canada to the Entitlement Band and, at the direction of the Entitlement Band hereunder, are being deposited to the Entitlement Band's Trust Account concurrently with the payment of Entitlement Monies pursuant to section 3.08, and shall thereupon constitute part of such Entitlement Band's Entitlement Monies for the purposes of its Trust Agreement;

- (b) interest earned on funds on deposit in the Treaty Land Entitlement (Saskatchewan) Fund at any time thereafter on deposit in respect of the Entitlement Band between:

- (i) June 30th of each year during which there exists an obligation to make a payment to the Treaty Land Entitlement (Saskatchewan) Fund on behalf of such Entitlement Band; and
- (ii) the date upon which such Entitlement Monies are actually paid by Canada for deposit to the Entitlement Band's Trust Account;

shall be paid by Canada to the Entitlement Band and, at the direction of the Entitlement Band hereunder, are being deposited to the Entitlement Band's Trust Account concurrently with the payment of Entitlement Monies pursuant to section 3.08 and shall thereupon constitute part of such Entitlement Monies for the purposes of its Trust Agreement; and

- (c) interest earned on funds on deposit in the Treaty Land Entitlement (Saskatchewan) Fund which are being held for potential distribution to any Entitlement Band which has failed to ratify, execute and deliver its Band Specific Agreement in accordance with the provisions of Article 10, are the property of, and shall be returned to each of Canada and Saskatchewan, in accordance with their respective payments to the Treaty Land Entitlement (Saskatchewan) Fund, plus accrued interest thereon.

3.10

STATUS OF CERTAIN MONIES:

- (a) Canada and the Entitlement Bands agree that none of the funds on deposit in the Treaty Land Entitlement (Saskatchewan) Fund, nor any other monies payable by Canada pursuant to the terms of this Agreement or any Band Specific Agreement are, or shall be deemed to be, "Indian Monies" within the meaning of the Act.
- (b) Canada, Saskatchewan and the Entitlement Bands agree that:
 - (i) no property, interest or right in respect of any funds on deposit in the Treaty Land Entitlement (Saskatchewan) Fund shall vest, or be deemed to vest, in any Entitlement Band, its Trustees or in any other party until the same are due and payable to the Entitlement Band for deposit in its Trust Account in accordance with the terms of its Band Specific Agreement;
 - (ii) interest earned in relation to Entitlement Monies shall be deemed to include an Entitlement Band's proportionate share of interest, if any, paid to the Treaty Land Entitlement (Saskatchewan) Fund by Canada or Saskatchewan as the result of any failure by Canada or Saskatchewan to make their scheduled payments to the Treaty Land

Entitlement (Saskatchewan) Fund as and when required pursuant to the terms hereof; and

- (iii) except as may otherwise be agreed to in writing between an Entitlement Band and Canada pursuant to section 4.13, no Entitlement band shall be entitled to pledge, hypothecate, encumber or otherwise deal with any funds on deposit in, or to be at an), time thereafter deposited to, the Treaty Land Entitlement (Saskatchewan) Fund.

3.11

POTENTIAL CESSATION OF SASKATCHEWAN'S PAYMENTS:

- (a) Saskatchewan and Canada recognize that a variation to the *Natural Resources Transfer Agreement*, by means of concurrent statutes of the Parliament of Canada and the Legislature of Saskatchewan, has been agreed to pursuant to the terms of this Agreement;
- (b) Saskatchewan and Canada agree that if concurrent statutes which give effect to the proposed variation set forth in Schedule 4 hereto have not been passed by Canada and Saskatchewan on or before July 1, 1993, then any of Saskatchewan's payments which thereafter fall due pursuant to the provisions hereof to the Treaty Land Entitlement (Saskatchewan) Fund, and the reimbursement payments required to be paid by Saskatchewan to Canada pursuant to Article 3 of the Amended Cost Sharing Agreement, may be suspended by Saskatchewan pending passage of such concurrent statutes in accordance with subsections (c) and (d).
- (c) In the event that Saskatchewan is entitled to rely upon its right to suspend payments as aforesaid and intends to do so, Saskatchewan shall be obligated to advise Canada in writing on or before May 15 of any fiscal year in respect of which it intends to suspend payments under the Amended Cost Sharing Agreement or hereunder, failing which Saskatchewan shall be obligated to make its payments to the Treaty Land Entitlement (Saskatchewan) Fund, together with its reimbursement payments to Canada under the Amended Cost Sharing Agreement, in respect of such fiscal year.
- (d) In the event that Saskatchewan:
 - (i) is in a position to suspend its payments to the Treaty Land Entitlement (Saskatchewan) Fund;
 - (ii) has elected to suspend such payments; and
 - (iii) has complied with subsection (c) above,

Canada agrees with the Entitlement Bands and Saskatchewan that, pending the passage by Canada of a concurrent statute in the form contemplated in subsection (b) above, Canada will make those annual payments to the Treaty Land Entitlement (Saskatchewan) Fund which Saskatchewan, but for the operation of this section, would otherwise have been required to make to the Treaty Land Entitlement (Saskatchewan) Fund.

- (e) If the variation contemplated in subsection (b) is subsequently passed, then Saskatchewan shall pay to Canada as soon as reasonably possible (but in any event within sixty (60) days) all amounts that Canada has been required to pay (excluding any amounts required to be paid as interest in respect of any late payment of funds by Canada) to the Treaty Land Entitlement (Saskatchewan) Fund together with all reimbursement payments required to be paid by Saskatchewan to Canada under the Amended Cost Sharing Agreement that, but for the suspension of Saskatchewan's payments pursuant to this section, would have been payable by Saskatchewan to Canada or the Treaty Land Entitlement (Saskatchewan) Fund pursuant to this Agreement, together with interest thereon at the Interest Rate from the date that the same would otherwise have been payable by Saskatchewan to Canada or the Treaty Land Entitlement (Saskatchewan) Fund, but for the suspension, to and including, the date of receipt thereof by Canada.
- (f) Notwithstanding any other provision of this section, Saskatchewan shall not be entitled to rely upon its right to suspend payments as aforesaid where Saskatchewan fails to enact its concurrent statute before enactment thereof by Canada and, for greater certainty, any failure by Saskatchewan to make its June 30, 1993 payment to the Treaty Land Entitlement (Saskatchewan) Fund on or before July 1, 1993 shall not entitle Saskatchewan to rely on the provisions of this section in respect of such payment, and the same shall, in any event, continue to be due and payable by Saskatchewan hereunder.
- (g) In the event that Saskatchewan has failed to make its payment to Canada within the sixty (60) day time period referred to in subsection (e), then the amount owing by Saskatchewan to Canada shall thereafter bear interest at the Interest Rate plus two (2%) percent per annum until paid.

3.12

INTEREST ON ARREARS:

In the event of any failure by either Canada or Saskatchewan to make payments to the Treaty Land Entitlement (Saskatchewan) Fund, or of Canada to make any direct payments or payments from the Treaty Land Entitlement (Saskatchewan) Fund to an Entitlement Band, at the times set forth in this Article, then the unpaid portion of such payment shall bear interest at the Interest Rate plus two (2%) percent per annum, from

the date that such payment was required to be paid to and including the date of payment thereof.

3.13 NO JOINT OBLIGATION TO PAY:

- (a) Each of the Entitlement Bands agrees with each of Canada and Saskatchewan that the obligations of Saskatchewan and Canada to make payments to the Treaty Land Entitlement (Saskatchewan) Fund are several, and not joint or joint and several and, subject only to the application of section 3.11, Canada shall have no obligation to pay to any Entitlement Band any portion of its Entitlement Monies that relate to any amounts that were to be paid by Saskatchewan to the Treaty Land Entitlement (Saskatchewan) Fund, but which have not been so paid by Saskatchewan.
- (b) Canada agrees that, in the event of any default in payment by Saskatchewan to the Treaty Land Entitlement (Saskatchewan) Fund, Canada shall take all reasonable steps, at Canada's expense, to enforce Saskatchewan's obligations hereunder for the benefit of the Entitlement Bands.

3.14 CONDITIONS PRECEDENT AND MANDATORY TRUST PRINCIPLES:

- (a) Each Entitlement Band agrees that it is a condition precedent to the obligation of Canada to pay Entitlement Monies pursuant to a Band Specific Agreement that the following must have occurred:
 - (i) Canada is satisfied that the Entitlement Band's Trust Agreement is in compliance with this Agreement;
 - (ii) the Trust Agreement has been duly executed and delivered by the Entitlement Band, the Trustees and the Institution; and
 - (iii) the Band Specific Agreement and the Trust Agreement (which shall have each been initialled prior to the ratification vote by the negotiators for the Entitlement Band and Canada to signify their recommendation for approval) have been ratified, executed and delivered by the Entitlement Band in accordance with the provisions of Article 10 and Canada has received a duly executed Band Council Resolution setting out and confirming the results of the ratification vote held pursuant to subsection 10.01(b).

- (b) The Entitlement Bands agree that their respective Trust Agreements shall contain terms and conditions that:
- (i) give full effect to the principles set forth in this Agreement and, in particular, sections 4.01, 4.02, 4.03, 4.04, 5.01, 8.02 and Article 11 hereof;
 - (ii) ensure that those amounts on deposit in the Trust Account (excluding interest earned thereon) are not utilized prior to the Shortfall Acres Acquisition Date except for the Purchase of Entitlement Land in accordance with this Agreement, unless another use of Trust Property on deposit in the Trust Account has been specifically permitted pursuant to either the model trust agreement annexed as Schedule 5 or this Agreement;
 - (iii) identify an authorized Institution (which prior to the Shortfall Acres Acquisition Date shall be a financial institution contemplated by Schedule "A" of the model trust agreement annexed as Schedule 5) into which the Entitlement Monies paid under Article 3 shall be deposited and which Institution shall be responsible to act as the depository in respect of the Trust Account and Revenue Trust Account;
 - (iv) require acquisition by the Trustees of Entitlement Land in a way that is consistent with Articles 4 to 9, Article 11 and Schedule 6 of this Agreement;
 - (v) clearly establish identified rules governing the operation of the Trust Account, Revenue Trust Account, and the terms and conditions to be met prior to withdrawal or transfer of funds from such accounts;
 - (vi) require Band Council Resolutions and other binding forms of approval authorizing the disbursement of funds from the Trust Account for, *inter alia*, acquisition of Lands, Minerals or Improvements and required notifications;
 - (vii) ensure that the Council and the Members are informed of trust related activities, including reasonable access to all related records and accounts;
 - (viii) establish rules governing the appointment, removal, replacement, duties and reporting requirements of the Trustees;
 - (ix) identify the form of the authorized investments which are permitted to be purchased or otherwise acquired prior to the Shortfall Acres Acquisition Date, and which are not inconsistent with those forms of

"Authorized Investments" contemplated in Schedule "B" of the model Trust Agreement annexed as Schedule 5;

- (x) identify the Band Development purposes for which the Trust Property on deposit in either the Trust Account or Revenue Trust Account may be utilized prior to and after the Shortfall Acres Acquisition Date;
- (xi) include conflict of interest guidelines for the Trustees; and
- (xii) unless otherwise agreed, ensure that the majority of Trustees are Indians resident on a Reserve.

ARTICLE 4

LAND ACQUISITION

4.01

PURPOSE OF ENTITLEMENT MONIES:

- (a) Entitlement Monies deposited to the Trust Account of an Entitlement Band pursuant to its Band Specific Agreement shall (excluding interest earned thereon in the Trust Account which may be dealt with as agreed to in the Trust Agreement) be utilized by the Trustees of the Entitlement Band:
 - (i) prior to the Entitlement Band's Shortfall Acres Acquisition Date, only for the Purchase of Entitlement Land (including all existing Minerals and Improvements in respect thereof) in accordance with the terms of this Agreement, the Band Specific Agreement and the Trust Agreement; and
 - (ii) from and after the Shortfall Acres Acquisition Date, for the Purchase of additional Entitlement Land or other Band Development purposes in accordance with its Trust Agreement.
- (b) Subject to subsection 4.01(c), but notwithstanding subparagraph 4.01(a)(i) or section 5.01, an Entitlement Band's Trustees may, prior to the Shortfall Acres Acquisition Date, following receipt by the Trustees of a Band Council Resolution requesting the same, withdraw funds from the Trust Account not exceeding the lesser of:
 - (i) a total of Three Hundred Thousand (\$300,000.00) Dollars; and
 - (ii) five (5%) percent of the total of:
 - (A) the Honour Payment of the Entitlement Band; and
 - (B) the difference between such Entitlement Band's Equity Quantum and Shortfall Acres multiplied by Two Hundred and Sixty-two Dollars (\$262.19) and Nineteen Cents;

which funds shall be paid to the Entitlement Band and may be utilized on behalf of the Entitlement Band for Band Development purposes including, for greater certainty, for the Purchase of Entitlement Land which does not include all Minerals or which is not free and clear of all Mineral Dispositions.

- (c) Notwithstanding subsection 4.01(b), it is agreed by each of the parties that prior to the Shortfall Acres Acquisition Date:
 - (i) the Trustees' right to withdraw funds from the Trust Account contemplated by subsection 4.01(b) shall not exceed, in total, the lesser of the two amounts calculated in accordance with subparagraphs (b)(i) and (ii) above and may not, in any event, be repeated;
 - (ii) the right to make such withdrawal (or withdrawals which, in aggregate, do not exceed such an amount) are not intended to be a cumulative, repetitive or annual right; and
 - (iii) in the event that any interest in Entitlement Land is Purchased utilizing such funds, the same shall not be eligible to be set apart as an Entitlement Reserve except in accordance with the provisions of this Agreement.

4.02

LIMITATIONS ON USE OF TRUST MONIES:

Prior to an Entitlement Band's Shortfall Acres Acquisition Date:

- (a) the Trustees shall not mortgage, pledge, hypothecate or in any way encumber that portion of the Trust Property in the Trust Account or any interest therein, for any purpose whatsoever and, except as may be specifically authorized in the Trust Agreement, the Trustees shall not lend, invest, release, distribute or advance the Trust Property; and
- (b) except as may have been otherwise agreed pursuant to section 4.13, the Entitlement Bands shall not pledge, hypothecate, encumber or in any way deal with any Entitlement Monies that are on deposit in, or become due, are accruing due, or at any time become payable from, Canada or the Treaty Land Entitlement (Saskatchewan) Fund.

4.03

UPPER LIMIT ON PURCHASE PRICE OF LAND:

Unless otherwise agreed in a Band Specific Agreement, no Purchase of Entitlement Land (which, for greater certainty, must include all Minerals and Improvements) shall be permitted prior to the Shortfall Acres Acquisition Date if the average Price per acre (including all amounts required to Purchase the associated Minerals and Improvements and to pay related Acquisition Costs) would exceed the result obtained, from time to time, by subtracting from the total amount of the Entitlement Band's Entitlement Monies the lesser of the two amounts calculated in respect of such Entitlement Band

pursuant to subparagraphs 4.01(b)(i) and (ii) (but only to the extent such amounts have actually been withdrawn from the Trust Account), and, thereafter, dividing such amount by the Entitlement Band's Shortfall Acres.

4.04

DEEMED PURCHASE EXPENDITURES:

- (a) Trust Property on deposit in the Trust Account which is expended on Acquisition Costs, the Purchase of Land, Minerals or Improvements, the satisfaction or accommodation of Occupants of Crown Land, Mineral Disposition Holders and Third Party Interest Holders, together with the costs of conducting feasibility studies, appraisals and environmental assessments (other than those costs to be incurred by Canada in accordance with subsection 11.07(a) hereof) shall be deemed for the purposes of section 4.03 and the Trust Agreement to have been spent for the Purchase of Land, Minerals and Improvements.
- (b) Notwithstanding subsection (a) above, to the extent any of the foregoing costs or expenditures have been paid by an Entitlement Band from its Revenue Trust Account, or with other monies not drawn on, or to be reimbursed from, its Trust Account, then such costs and expenditures shall be deemed, for the purposes of section 4.03 and the Trust Agreement, not to have been spent for the Purchase of Land, Minerals and Improvements.

4.05

PRINCIPLE UNDERLYING SALE OF CROWN LANDS:

- (a) Canada, Saskatchewan and the Entitlement Bands agree that, except as otherwise specifically provided herein, transactions involving the sale by Canada or Saskatchewan of federal or provincial Crown Lands (including federal or provincial Crown Improvements in respect thereof) shall be governed by the principle of "willing seller/willing buyer".
- (b) If an Entitlement Band indicates in writing that it wishes to Purchase any provincial or federal Crown Land or Crown Improvements pursuant to this Agreement, Canada and Saskatchewan agree to advise the Entitlement Band as soon as reasonably possible, but in any event within ninety (90) days of receipt of a written request containing a description that identifies the subject property, whether or not they are prepared to sell the said Crown Lands or Crown Improvements, and to identify any conditions precedent that must be satisfied by the Entitlement Band prior to the sale being finalized.
- (c) If Canada or Saskatchewan agree to sell any federal or provincial Crown Lands or Crown Improvements as aforesaid, then for a period of eighteen(18) months following delivery by Canada or Saskatchewan of a notification to the

Entitlement Band confirming their intention to sell, the identified Crown Lands or Crown Improvements shall be available for sale to the Entitlement Band, subject only to an agreement (or a determination hereunder) respecting the purchase price and satisfaction of any applicable conditions precedent.

- (d) During the eighteen (18) month period referred to in subsection (c), neither Canada nor Saskatchewan shall (other than for the benefit of the Entitlement Band) permit the sale of such federal or provincial Crown Lands or Crown Improvements, or grant any Third Party Interests in respect thereof without the prior written consent of the Entitlement Band, except:
 - (i) any interests which any existing Third Party Interest Holder is entitled to pursuant to the terms of a contractual arrangement with Saskatchewan or Canada or pursuant to provincial legislation;
 - (ii) Public Utility Easements; or
 - (iii) any new Third Party Interest with a term of less than one (1) year.
- (e) In the event that Canada or Saskatchewan have agreed to sell any Crown Lands or Crown Improvements to an Entitlement Band, the purchase price shall be equal to the fair market value of the Crown Lands or Crown Improvements as determined by an independent appraiser.
- (f) The cost of an appraisal under subsection (e) shall be borne by the two parties equally.
- (g) Failing agreement between the parties as to the selection of an independent appraiser within thirty (30) days, the independent appraiser shall be appointed by the Chairperson of the Arbitration Board upon application by one or both of the parties.
- (h) In the event that the fair market value of Crown Lands or Crown Improvements has been determined by an independent appraiser, the purchase price as so determined shall be binding on the parties and, unless otherwise agreed in writing, the transaction of purchase and sale shall be concluded based on such determination within sixty (60) days of the date such appraisal is completed unless the Entitlement Band elects not to complete such purchase at the price determined, in which case the Entitlement Band shall be obligated to forthwith cover all of the appraisal costs incurred.
- (i) Notwithstanding subsections (e) to (h) inclusive, the parties may agree on a purchase price without an appraisal.

4.06 SALE OF CROWN LAND:

Subject to applicable law, each of Canada and Saskatchewan agrees to give favourable consideration to offers from an Entitlement Band to purchase federal or provincial Crown Land, including federal or provincial Crown Improvements thereon, and not to unreasonably withhold acceptance of the same, provided that nothing in this Agreement (with the exception of subsection 4.05(c) shall be interpreted as requiring Canada or Saskatchewan to sell or transfer any specific parcel of federal or provincial Crown Land (including Crown Improvements thereon) to, or for the benefit of, any Entitlement Band.

4.07 RESTRICTION ON THE SALE OF CERTAIN PROVINCIAL CROWN LAND:

Notwithstanding section 4.06, provincial Crown Lands that are designated as the following, at the time an Entitlement Band indicates in writing to Saskatchewan its interest in Purchasing the said Lands, will only be sold by Saskatchewan under exceptional circumstances:

- (a) critical wildlife habitat lands under *The Wildlife Habitat Protection Act*, S.S. 1992, e. W-13.2;
- (b) heritage property under *The Heritage Property Act* S.S. 1979-80, c. H-2.2;
- (c) provincial parks, protected areas, recreation sites, historic sites and park land reserves under *The Parks Act*, S.S. 1986, e. P-1.1, or lands proposed for such designation;
- (d) ecological reserves under *The Ecological Reserves Act* S.S. 1979-80, e. E-0.01, or lands proposed for such designation;
- (e) dedicated lands under *The Planning and Development Act*, 1983 S.S. 1983-84, c. P-13.1; and
- (f) Provincial Highways which are "divided" or "paved".

4.08 CONSENT OF OCCUPANTS OF CROWN LAND:

- (a) Notwithstanding any other provision of this Agreement, but subject to subsections 4.08(b) and (c), occupied Crown Lands will not be made available for sale to an Entitlement Band unless the Occupants of Crown Land have given their written consent (or such other form of consent as may be acceptable to the owner of the Crown Lands) to the sale or transfer.

- (b) Canada and Saskatchewan agree with the Entitlement Bands that in circumstances where an Entitlement Band is seeking to Purchase pastures established pursuant to the **Prairie Farm Rehabilitation Act**, R.S.C. 1985, c. P-17 ("P.F.R.A. Pastures"), or provincial community pastures, and:

- (i) at least seventy-five (75%) percent of such Occupants of Crown Land have consented to the sale; and
- (ii) the Entitlement Band has evidenced its willingness to act reasonably and in good faith to fairly compensate all of the occupants for the value of their interest or, alternatively, to enter into a binding agreement (subject to applicable federal legislation) with such Occupants of Crown Land to honour their interests;

then Canada (in the case of P.F.R.A. Pastures under its sole administration and control), Canada and Saskatchewan (in the case of P.F.R.A. Pastures administered and controlled by Canada but in respect of which Saskatchewan has a reversionary interest), and Saskatchewan (in the case of provincial community pastures) may approve of the sale of the pasture to the Entitlement Band. Nothing in this section shall be deemed to preclude Canada from selling P.F.R.A. Pastures (which are owned, administered and controlled solely by Canada and in respect of which Saskatchewan has no reversionary interest) in the event that less than seventy-five (75%) percent of the affected Occupants of Crown Land have consented to such a sale.

- (c) Saskatchewan agrees that where an Entitlement band wishes to purchase provincial Crown Land that is covered by a Forest Management Licence Agreement, the purchase price shall be determined in accordance with subsection 4.09(b) and the consent of the licensee will not be required where Saskatchewan can, pursuant to the terms of the Forest Management Licence Agreement, withdraw the Lands from the area covered by a Forest Management Licence Agreement without the consent of the licensee provided that:

- (i) where Saskatchewan can withdraw the Lands without cost, no additional compensation shall be payable by the Entitlement Band;
- (ii) where Saskatchewan can withdraw the Lands without cost, other than the cost of providing alternate Land to the licensee where satisfactory alternate Land is available, no additional compensation shall be payable by the Entitlement Band; and
- (iii) where Saskatchewan cannot withdraw the Lands without paying compensation to the licensee, the Entitlement Band has agreed to pay

all compensation required to be paid to the licensee pursuant to the terms of such Forest Management Licence Agreement.

4.09 SALE OF NORTHERN CROWN LAND:

Subject to subsection 4.05(a), but otherwise notwithstanding the other provisions of this Article, each of Canada and Saskatchewan agrees that the following principles apply to the determination of the purchase price of provincial or federal Crown Land in the Northern Administration District:

- (a) the basic purchase price shall be Thirty (\$30.00) Dollars per acre, subject to the following exceptions:
 - (i) the purchase price of Shore Land within fifty (50) kilometres of the boundary of an Urban Municipality or a Northern Municipality shall be Three Hundred (\$300.00) Dollars per acre; and
 - (ii) the purchase price of Shore Land not within fifty (50) kilometres of the boundary of an Urban Municipality or a Northern Municipality shall be One Hundred and Fifty (\$150.00) Dollars per acre;
- (b) the purchase price of any provincial or federal Crown Land which is Productive Forest land shall be increased by the following amounts:
 - (i) Lands within the "core area" covered by a Forest Management Licence Agreement, Eighteen (\$18.00) Dollars per acre;
 - (ii) Lands within the "reserve area" covered by a Forest Management Licence Agreement, Nine (\$9.00) Dollars per acre;
 - (iii) Lands not within the area covered by a Forest Management Licence Agreement, but within the area covered by a proposed Forest Management Licence Agreement or the commercial forest south of a line formed by the southern most boundary of the areas covered by Forest Management Licence Agreements and the areas covered by proposed Forest Management Licence Agreements (as determined by the Department of Natural Resources and indicated on a map of forest resources published by such Department from time to time) Eighteen (\$18.00) Dollars per acre; and
 - (iv) Lands not within the area covered by a Forest Management Licence Agreement or the area covered by a proposed Forest Management Licence Agreement, but within the commercial forest north of a line formed by the northern most boundary of the areas covered by existing Forest Management Licence Agreements and the areas covered by

proposed Forest Management Licence Agreements determined as above, Nine (\$9.00) Dollars per acre;

- (c) notwithstanding subsections 4.09(a) and (b):
 - (i) the parties agree that the purchase price of any Crown Improvements or Crown Minerals associated with such provincial or federal Crown Land shall be added to the price determined in this section in respect of Crown Land; and
 - (ii) each of Canada and Saskatchewan agrees to sell all unimproved provincial or federal Crown Lands within a Northern Municipality at a price of Thirty (\$30.00) Dollars per acre;
- (d) the prices for northern provincial and northern federal Crown Land (and related Productive Forest Land charges) set forth in this section shall, unless otherwise agreed to in writing among Canada, Saskatchewan and the Entitlement Bands, be in effect for a period of at least twelve (12) years from the Execution Date;
- (e) as soon as reasonably possible following the eleventh (11th) anniversary of the Execution Date, the parties agree to enter into good faith negotiations to determine what additional period of time, if any, the prices in this section 4.09 shall continue to be effective and what amendments, if any, are required thereto; and
- (f) in the event that the parties are unable to agree upon an extension of the applicable time period or any required amendments on or before the expiration of the twelve (12) year period referred to in subsection (d), then, unless otherwise agreed in writing among the parties, thereafter the determination of such value in respect of such northern Crown Lands shall be based on the fair market value thereof.

4.10 NORTHERN LAND AND IMPROVEMENTS:

- (a) The parties acknowledge that:
 - (i) Land comprising certain Northern Municipalities may wholly, or substantially, become part of an Entitlement Reserve, and that it is in the interests of all parties that the Entitlement Band on whose behalf any such Entitlement Reserve is to be created is in a position to acquire certain Lands and Improvements located within the Northern Municipality in a manner and at a price that reflects the community nature of those Lands and Improvements;
 - (ii) in addition to provincial Crown Lands and Crown Improvements located in such Northern Municipalities, many of the relevant Lands and Improvements may be the property of a Northern Municipality or a School Division operating within such Northern Municipality, but Saskatchewan has an interest in the valuation of those Lands and Improvements arising from its funding arrangements with such parties, and potential reversionary interests in law;
 - (iii) certain non-Entitlement Reserve residents residing in or near such Northern Municipalities may also continue to require the use of, or should be entitled to the continued use of, certain of those Lands and Improvements; and
 - (iv) Canada, Saskatchewan and/or an Entitlement Band may have contributed to the capital cost or maintenance of such Lands or Improvements.
- (b) Each of Canada and Saskatchewan agrees to give favourable consideration to offers from an Entitlement Band to Purchase provincial or federal Crown Land and Improvements in a Northern Municipality at a price that is agreeable to the Entitlement Band and Canada or Saskatchewan, and which takes into account the depreciated value of the Improvement, the remaining debt owing on the Improvement, the need to replace the Improvement and, in the case of Saskatchewan, the continuing services that the Entitlement Band will agree to provide to non-Entitlement Reserve residents after the transfer of such Crown Land or Improvements to the Entitlement Band;
- (c) Saskatchewan agrees that where an Entitlement Band wishes to purchase a school (including any associated Land or other Improvements) situated in a Northern Municipality, it will encourage the board of the relevant School Division to give favourable consideration to offers from the Entitlement Band to Purchase the school at a price that is agreeable to the Entitlement Band and the School Division, and which takes into account the depreciated value of the

school, the remaining debt owing on the school, the School Division's need to replace the school and provide alternate services to non-Entitlement Reserve residents after the transfer of the school to the Entitlement Band, contributions made by Canada, Saskatchewan and/or the Entitlement Band toward the capital cost of the school, (depreciated, when applicable, on the same basis as the value of the said school), existing and proposed tuition agreement arrangements (including any capital portion thereof) and the continuing services that the Entitlement Band will agree to provide to non-Entitlement Reserve residents;

- (d) Saskatchewan agrees that where an Entitlement Band wishes to Purchase Lands or Improvements owned by a Northern Municipality, it will encourage the Northern Municipality to give favourable consideration to offers from the Entitlement Band to Purchase the same at a price agreeable to the Northern Municipality and the Entitlement Band and which takes into account the depreciated value of the Improvement, the remaining debt owing on the Improvements, the Northern Municipality's need to replace the Lands or Improvements or provide alternate services to non-Entitlement Reserve residents after the transfer thereof to the Entitlement Band, contributions by Canada, Saskatchewan and/or the Entitlement Band toward the capital cost of the Lands or Improvements, (depreciated, when applicable, on the same basis as the value of the said Lands or Improvements), and the continuing services that the Entitlement Band will agree to provide to non-Entitlement Reserve residents after the transfer of such Lands or Improvements to the Entitlement Band;
- (e) in the event that there is any dispute in arriving at a mutually agreeable price pursuant to subsections (b) or (c) based on the foregoing criteria, then the same shall, at the option of the relevant Entitlement Band, Saskatchewan or the School Division be determined by the Arbitration Board;
- (f) in the event of a dispute between an Entitlement Band and a Northern Municipality, the same may, by agreement between the Northern Municipality and the Entitlement Band, be submitted for determination by the Arbitration Board;
- (g) in determining the purchase price of any Land or Improvements referred to in this section, the Arbitration Board shall utilize the criteria referred to in this section in respect of such assets, the provisions of subsection 4.10(a), and such other criteria as the Arbitration Board deems reasonable or appropriate;
- (h) the decision of the Arbitration Board shall be final and binding upon the parties;

- (i) the Arbitration Board shall be empowered to make such orders respecting its determination as may be necessary to carry out its decision;
- (j) in the event that the owner of any Lands or Improvements is a Northern Municipality, or a School Division therein, Saskatchewan agrees to permit the affected Northern Municipality or School Division to negotiate and conclude the sale and transfer of such assets to the Entitlement Band in good faith and on terms and conditions acceptable to the Entitlement Band and such Northern Municipality or School Division without interference, provided that Saskatchewan may, at the request of any party, elect to facilitate such negotiations and provide such assistance and information as may be necessary or required and, in the case of a School Division asset, the completion of the sale shall be subject to approval by the Saskatchewan Minister of Education pursuant to section 350 of *The Education Act* R.S.S. 1978 (Supp.), c.. E-0.1;
- (k) for greater certainty, in the event any Entitlement Band Purchases any Land or Improvements from Saskatchewan, a Northern Municipality or a School Division which are located in a Northern Municipality, no portion of the purchase price shall relate, nor be payable, to Canada in respect of any capital or other contributions made by Canada in respect thereof; and
- (l) in the event that any Land or Improvements located in a Northern Municipality are owned by Canada and are under the administration of the Department, the same shall pass free of charge to an Entitlement Band upon creation of an Entitlement Reserve in respect thereof in accordance with the provisions of this Agreement respecting the creation of Entitlement Reserves.

4.11 LANDS TO BE PURCHASED BY THE ONION LAKE BAND:

Notwithstanding the definition of "Entitlement Land" herein, after its Shortfall Acres Acquisition Date, Land, Minerals or Improvements Purchased by the Onion Lake Band in the Province of Alberta may be acquired as Entitlement Lands and thereafter be eligible to be set apart as a Reserve in the Province of Alberta according to Canada's policies respecting Reserve creation.

4.12 CONTINUATION OF FREEZE POLICY:

- (a) Saskatchewan, Canada and the Entitlement Bands acknowledge that the Entitlement Bands have, prior to the Execution Date, made certain selections of provincial Crown Lands (which Crown Lands shall, for the purposes of this section, be deemed to include all associated Crown Minerals and Crown Improvements) with the intention of having the same transferred to Entitlement Reserve status.

- (b) Saskatchewan acknowledges that it has, with respect to such selections of provincial Crown Land, implemented a freeze policy pursuant to which it has not generally permitted the sale of the same, or granted any Third Party Interests or Mineral Dispositions in respect thereof.
- (c) Saskatchewan agrees that with respect to all Crown Lands which are subject, as at the Execution Date, to the freeze policy, it will not, for a period of one (1) year from the Execution Date, permit the sale of such Lands, or grant any Third Party Interests or Mineral Dispositions in respect thereof, without the written consent of the relevant Entitlement Band, save and except for:
 - (i) such interests as any existing Third Party Interest Holder or Mineral Disposition Holder may now be entitled to pursuant to the terms of its contractual arrangement with Saskatchewan, provincial legislation or the policy of Saskatchewan;
 - (ii) Public Utility Easements; or
 - (iii) any new Third Party Interest with a term not exceeding one (1) year.
- (d) Each of the Entitlement Bands agrees to notify Saskatchewan in writing, within one (1) year of the Execution Date, which of the Lands subject to the freeze policy (on behalf of such Entitlement Band) the Entitlement Band wishes to Purchase from Saskatchewan, to the extent only of the Entitlement Band's Equity Quantum or Saskatchewan Formula Quantum, whichever is greater.
- (e) If an Entitlement Band has not entered into a Band Specific Agreement prior to the expiration of the one (1) year time period referred to in subsection (d), Saskatchewan agrees that subsection (c) will continue to apply to the Lands selected by the Entitlement Band pursuant to subsection (d) until the earlier of the date that the Entitlement Band signs a Band Specific Agreement or three (3) years from the Execution Date.
- (f) If an Entitlement Band has entered into a Band Specific Agreement at or prior to the expiration of the one (1) year time period referred to in subsection (d), or thereafter enters into a Band Specific Agreement, the provisions of sections 4.05 and 5.03 apply with respect to the Purchase of the Lands, Minerals and Improvements from the time referred to in subsection (d) or the date of the Band Specific Agreement, as the case may be.
- (g) The Entitlement Bands agree that Canada has not yet determined whether any of the current selections of Entitlement Land (including Minerals and Improvements) made by Entitlement Bands are, or will hereafter be, eligible for Reserve or Entitlement Reserve status, and further agree that in the event of any dispute between Entitlement Bands as to availability of any Land, Minerals

or Improvements now or hereafter selected, resolution of such disputes shall be determined solely by the Entitlement Bands involved.

4.13 ASSISTANCE WITH CERTAIN FINANCIAL ARRANGEMENTS:

- (a) Subject always to compliance with the other provisions of this Agreement, prior to an Entitlement Band's Shortfall Acres Acquisition Date, Canada agrees with the Entitlement Bands to give favourable consideration to financial arrangements designed to assist an Entitlement Band to immediately acquire Entitlement Land, provided that any such financial arrangements:
 - (i) are made with the prior written consent of, and upon appropriate prior consultation with Canada;
 - (ii) do not involve the payment of Entitlement Monies by Canada during any period extending past the last date on which Canada and Saskatchewan are scheduled to make any payment of Entitlement Monies to the Treaty Land Entitlement (Saskatchewan) Fund;
 - (iii) are designed to assist the Entitlement Band in receiving unencumbered title to Land, Minerals or Improvements that will, upon Purchase, be readily available for Entitlement Reserve creation;
 - (iv) unless otherwise agreed, involve an irrevocable direction acceptable to Canada, acting reasonably, from the Entitlement Band to Canada pursuant to which Canada is directed to pay some portion of its then remaining payments scheduled to be made to the Entitlement Band under Article 3, directly to a third party on behalf of the Entitlement Band;
 - (v) are structured in such a way that Canada is satisfied, acting reasonably, that the Entitlement Band will be able to attain its Shortfall Acres Acquisition Date and otherwise be in a position to comply with the provisions of this Agreement, its Trust Agreement and Band Specific Agreement; and
 - (vi) call for the payments by Canada to such a third party being made at the same time that payments to the Entitlement Band are otherwise being made by Canada hereunder.
- (b) From and after an Entitlement Band's Shortfall Acres Acquisition Date, Canada agrees to continue to give favourable consideration to the financial

arrangements referred to as aforesaid, provided that the conditions referred to in subparagraphs (a)(i), (ii), (i) and (vi) are complied with.

ARTICLE 5**MINERALS****5.01** **SHORTFALL ACRES TO INCLUDE ALL MINERALS:**

The Entitlement Bands agree that, prior to their Shortfall Acres Acquisition Date, all Entitlement Land Purchased shall include all Minerals and shall be free and clear of all Mineral Dispositions and, in the case of Land in respect of which all the underlying Minerals are owned by the provincial or federal Crown, such Minerals shall not, in the case of provincial Crown Minerals, be the subject of any Public Purposes Plan.

5.02 **LAND EXCEEDING SHORTFALL ACRES:**

From and after an Entitlement Band's Shortfall Acres Acquisition Date, the surface of Land may be Purchased without acquiring all, or any, of the underlying Minerals, provided, however, eligibility of such Land for creation as an Entitlement Reserve shall be subject to the terms and conditions of this Article and Article 11.

5.03 **CERTAIN CROWN OWNED MINERALS:**

- (a) Canada and Saskatchewan agree to give favourable consideration to offers from or on behalf of the Entitlement Bands to Purchase federal or provincial Crown Minerals which are subject to a Mineral Disposition, provided that each Mineral Disposition Holder consents to such Purchase.
- (b) The method of payment, availability of Minerals for Purchase and the disposition of such Minerals by Canada or Saskatchewan shall be governed by the provisions of this Article and, for greater certainty, the provisions of sections 5.07 and 5.08 shall apply to Minerals in respect of which Canada is the Fee Simple Mineral Owner, subject to such changes to sections 5.07 and 5.08 as are necessary in the circumstances to accommodate Canada's ownership interest. Nothing herein (except in subsection 5.03(d)) shall be interpreted as requiring Canada or Saskatchewan to sell any Crown Minerals.
- (c) If an Entitlement Band indicates in writing that it wishes to Purchase any provincial or federal Crown Minerals pursuant to this Agreement, Canada and Saskatchewan agree to advise the Entitlement Band as soon as reasonably possible, but in any event within ninety (90) days of receipt of such a written request containing a description that identifies the subject property, whether or not they are prepared to sell the said Crown Minerals and to identify any conditions precedent that must be satisfied by the Entitlement Band prior to the sale being finalized.

- (d) If Canada or Saskatchewan agree to sell any Crown Minerals as aforesaid then for a period of eighteen (18) months following delivery by Canada or Saskatchewan of a notification to the Entitlement Band confirming their intention to sell, the identified Crown Minerals shall be available for sale to the Entitlement Band subject to an agreement (or a determination under this Agreement) respecting the purchase price and the satisfaction of any identified conditions precedent.
- (e) During the period referred to in subsection (d), Canada and Saskatchewan agree that they shall not (other than for the benefit of the Entitlement Band) sell or transfer any interest in, grant any Mineral Disposition, or establish any Public Purpose, in respect of any such Crown Minerals without the Entitlement Band's prior written consent, except any interests which any existing Mineral Disposition Holder is entitled to pursuant to the terms of the Mineral Disposition or provincial legislation.
- (f) In the event that Canada or Saskatchewan have agreed to sell any Crown Minerals to an Entitlement Band, the purchase price of such Minerals shall be determined by an independent appraiser in accordance with section 5.06.
- (g) Each of the Entitlement Band and the vendor of the Crown Land shall be entitled to submit any relevant information to the independent appraiser to assist in the determination of the purchase price of the Crown Minerals.
- (h) The cost of an appraisal under subsection (f) shall be borne by the two parties equally.
- (i) Failing agreement between the parties as to the selection of an independent appraiser to determine the purchase price within thirty (30) days, the independent appraiser shall be appointed by the Chairperson of the Arbitration Board upon application by one or both of the parties.
- (j) In the event that the purchase price of Crown Minerals has been determined by an independent appraiser, the purchase price as so determined shall be binding upon the parties and, unless otherwise agreed in writing, the transaction of purchase and sale shall be concluded based on such determination within sixty (60) days of the date such appraisal is completed unless the Entitlement Band elects not to complete such Purchase at the price determined in which case the Entitlement Band shall be obligated to forthwith cover all of the appraisal costs incurred.
- (k) Notwithstanding subsections (f) and the parties may agree on a price without an appraisal.

5.04**TRANSFER OF CERTAIN MINERALS BY SASKATCHEWAN AND CANADA WITHOUT COMPENSATION:**

- (a) In respect of all Entitlement Land up to and including an Entitlement Band's Equity Quantum or Saskatchewan Formula Quantum, whichever is greater:
 - (i) where Saskatchewan is the Fee Simple Mineral Owner of any Undisposed Minerals underlying such Entitlement Land, Saskatchewan shall, without compensation, transfer such Undisposed Minerals to Canada for the benefit of the Entitlement Band effective upon creation of the Entitlement Reserve;
 - (ii) where Saskatchewan at any time becomes the Fee Simple Mineral Owner of any Undisposed Minerals underlying an Entitlement Reserve, Saskatchewan shall, without compensation, promptly transfer the same to Canada for the benefit of the Entitlement Band;
 - (iii) notwithstanding subparagraph (i), but subject to subparagraph (iv), where Saskatchewan is the Fee Simple Mineral Owner of any Undisposed Minerals underlying Entitlement Land which are required for Public Purposes, Saskatchewan shall not be required to transfer such Undisposed Minerals to Canada for the benefit of the Entitlement Band;
 - (iv) where Saskatchewan is the Fee Simple Mineral Owner of any Minerals which were, as at the date that such Entitlement Land was Purchased, withheld by Saskatchewan for Public Purposes but any of such Minerals have subsequently ceased to be necessary for Public Purposes, Saskatchewan shall, without compensation, promptly transfer such Minerals to Canada for the benefit of the Entitlement Band;
 - (v) Saskatchewan shall, upon a written request from an Entitlement Band, advise the Entitlement Band of the existence (or non-existence) of a Public Purposes Plan in respect of any particular Undisposed Minerals as soon as reasonably possible, but in any event within thirty (30) days of receipt by Saskatchewan of such a request;
 - (vi) In the event of a dispute between Saskatchewan and an Entitlement Band as to whether any Undisposed Minerals underlying Land were the subject of a Public Purposes Plan:
 - (A) as of the date that Saskatchewan received written notice from an Entitlement Band that the Land was the subject of an Agreement to Purchase with a third party; or

- (B) in the case of provincial Crown Lands, as of the date that the Entitlement Bands have made a request to Saskatchewan pursuant to subparagraph 5.04(a)(v);

shall be referred to the Arbitration Board for resolution in accordance with Article 19; and

- (vii) where Canada is, or at any time becomes, the Fee Simple Mineral Owner of any Undisposed Minerals underlying Entitlement Land, Canada agrees to set apart such Undisposed Minerals as part of the Entitlement Reserve without compensation.
- (b) Crown Minerals which are, or were, the subject of a Mineral Disposition shall be deemed to be Undisposed Minerals in the following circumstances:
 - (i) when the Disposition Holder does not exercise, within the time frame permitted pursuant to the Mineral Disposition, any available option to renew the Mineral Disposition;
 - (ii) when the Mineral Disposition Holder abandons the Mineral Disposition;
 - (iii) if the Mineral Disposition Holder fails to produce or extract the Mineral which is the subject of the Mineral Disposition for a period of time which would, under the terms of the Mineral Disposition, permit Saskatchewan or Canada to terminate the Mineral Disposition or refuse to renew the same; or
 - (iv) the term of the Mineral Disposition, including all renewals, has expired.
 - (c) Notwithstanding subsection (b), Minerals shall be deemed not to be Undisposed Minerals in the following circumstances:
 - (i) where the Mineral Disposition Holder has surrendered the Mineral Disposition pursuant to an agreement, contract, undertaking or informal understanding between such Mineral Disposition Holder and an Entitlement Band and/or Canada, on the basis that a Replacement Mineral Disposition is to be granted or entered into at a future date under applicable federal legislation;
 - (ii) in the case of provincial Crown Minerals, where the Mineral Disposition Holder has defaulted under the terms of the Mineral Disposition in which case Saskatchewan shall have five (5) years from the date of default in which to grant a further Mineral Disposition in

respect of such Mineral on terms and conditions generally available in the industry at such time (including renewals thereunder), failing which the Mineral shall be deemed to be an Undisposed Mineral;

- (iii) Saskatchewan is the Fee Simple Mineral Owner of the Minerals in question and the same are the subject of an existing trust agreement or trust certificate; or
 - (iv) any provincial Crown Minerals subject to a gas storage agreement.
- (d) In any case where Minerals are deemed not to be Undisposed Minerals through the operation of subparagraph (c)(ii), the same shall be made available for Purchase by the Entitlement Band pursuant to section 5.03.
- (e) Saskatchewan agrees that it will, upon the request of an Entitlement Band, transfer to Canada for the benefit of the Entitlement Band, all those provincial Crown Minerals underlying the Entitlement Reserve:
- (i) for which a title can lawfully be issued;
 - (ii) that are not subject to a Mineral Disposition provided that the legally enforceable existing rights, obligations and priorities of any Mineral Disposition Holder with an interest in any other Minerals underlying the Entitlement Reserve are maintained;
 - (iii) that are not required for Public Purposes; and
 - (iv) that are not subject to a gas storage agreement.

5.05

SURFACE ACCESS:

The Entitlement Bands agree that, from and after their Shortfall Acres Acquisition Date, where Entitlement Land has been Purchased and all Minerals have not been Purchased or all Mineral Dispositions have not been removed, or arrangements satisfactory to Canada, the Entitlement Band and the Mineral Disposition Holder have not been made for the surrender of the Mineral Disposition and recreation thereof pursuant to applicable federal legislation prior to the date upon which such Entitlement Land is to be set apart as an Entitlement Reserve, the parties agree that the following conditions will apply in respect of any such Minerals or Mineral Dispositions, namely:

- (a) the Entitlement Land will not be set apart as an Entitlement Reserve until:

- (i) where there is a Surface Lease, the Entitlement Band has, subject to the requirements of the Act and any other applicable federal legislation, entered into an agreement to honour the same;
 - (ii) where such Mineral Disposition consists of an interest held by a Fee Simple Mineral Owner or Disposition Holder but there are no existing Surface Leases granting surface access, the Entitlement Band has, pursuant to applicable federal legislation, entered into an agreement with any Fee Simple Mineral Owners or Mineral Disposition Holders to provide surface access to such Persons and their duly authorized servants and agents;
 - (iii) where any Fee Simple Mineral Owner or Mineral Disposition Holder cannot, after reasonable efforts by the Entitlement Band, be located or, having been located, indicates unwillingness to enter into an agreement with respect to surface access then, subject to applicable federal legislation, the Entitlement Band shall execute and deliver to Canada a binding agreement or undertaking (together with a Band Council Resolution approving the same) which permits issuance by the Minister, after the creation of the Entitlement Reserve, of an appropriate permit or other right under federal legislation to ensure surface access to such Mineral Disposition Holder or Fee Simple Mineral Owner;
- (b) subject to applicable federal legislation, the provisions of section 5.05 shall no longer be applicable if Canada enacts legislation to provide for mechanisms which ensure surface access to a Fee Simple Mineral Owner or a Mineral Disposition Holder in respect of Entitlement Reserves on terms and conditions similar to those contained in *The Surface Rights Acquisition and Compensation Act*, R.S.S. 1978, c. S-65; and
 - (c) notwithstanding subsections 5.05(a) and (b), but subject to applicable federal legislation, the Entitlement Band may enter into any binding agreement with a Mineral Disposition Holder or any Fee Simple Mineral Owner respecting surface access which meets the needs and objectives of the parties.

5.06

VALUATION OF MINERALS:

- (a) The independent appraiser selected or appointed pursuant to section 5.03 shall determine the purchase price of Crown Minerals which Saskatchewan has agreed to sell to an Entitlement Band by determining the net present day value to Saskatchewan of the Provincial Mineral Revenues that Saskatchewan would have earned if not for the transfer of the Minerals to the Entitlement Band.

- (b) The independent appraiser shall determine the projected production of the provincial Crown Minerals and the projected price of those Crown Minerals by reference to standards accepted by the industry involved in the extraction of that particular Mineral.
- (c) The independent appraiser shall apply a discount factor equivalent to the cost of borrowing of Saskatchewan or the rate of return upon investments made by Saskatchewan, at the time of the determination, whichever more appropriately reflects the loss of Provincial Mineral Revenues that Saskatchewan will incur as a result of the transfer of the provincial Crown Minerals to the Entitlement Band.
- (d) In the event of a determination by the independent appraiser in respect of any federal Crown Minerals, the purchase price shall, unless otherwise agreed, be equal to the fair market value thereof.

5.07

NON-CONSENT OF A DISPOSITION HOLDER:

- (a) Notwithstanding subsection 5.03(a), where Saskatchewan is the Fee Simple Mineral Owner of Minerals underlying Entitlement Lands which it does not hold in trust pursuant to an existing trust agreement or trust certificate for any Person, but a Mineral Disposition Holder does not consent to the sale of such Minerals to an Entitlement Band, Saskatchewan agrees that it will give favourable consideration to the Purchase of its interest notwithstanding the lack of consent by the Mineral Disposition Holder provided an Agreement to Purchase has first been entered into among Canada, Saskatchewan and the Entitlement Band containing the following terms and conditions, together with others that the parties may agree upon:
 - (i) the purchase price for the said Minerals shall, unless otherwise agreed, be paid to Saskatchewan upon the signing of the Agreement to Purchase the same;
 - (ii) Saskatchewan will agree to transfer the Minerals to Canada for the benefit of the Entitlement Band forthwith upon the expiration or termination of the interest held by the Mineral Disposition Holder that failed or refused to consent to the sale of the Minerals to the Entitlement Band;
 - (iii) Saskatchewan will pay to the Entitlement Band (or to Canada in the event the surface of the Entitlement Land is held in the name of Canada) for the use and benefit of the Entitlement Band, all Provincial Mineral Revenues actually paid to Saskatchewan in respect of the said Minerals between the date of the signing of the agreement referred to

in subparagraph 5.07(a)(i) and the date of the transfer of Minerals referred to in subparagraph 5.07(a)(ii), minus an agreed-upon fee for administration not to exceed five (5%) percent of such Provincial Mineral Revenues; and

- (iv) in the event of a default by the Mineral Disposition Holder, Saskatchewan agrees to take all reasonable steps, to collect any unpaid Provincial Mineral Revenues owing by such Mineral Disposition Holder to Saskatchewan pursuant to the terms of the Mineral Disposition.
- (b) In any case where subsection (a) is applicable, Canada agrees that any Provincial Mineral Revenues transferred to Canada for the benefit of an Entitlement Band pursuant to subsection, 5.07(a) will not be considered to be revenues of Saskatchewan for the purpose of calculating any entitlement which Saskatchewan might have to equalization payments or for the purposes of other federal-provincial fiscal arrangements whatsoever.

5.08

TRANSFER OF PROVINCIAL CROWN MINERALS IN CERTAIN CIRCUMSTANCES:

- (a) Where Saskatchewan is the Fee Simple Mineral Owner of any Minerals underlying Entitlement Lands which it does not hold in trust pursuant to an existing trust agreement or trust certificate for any Person which are subject to a Mineral Disposition and the Entitlement Band indicates that it wishes to Purchase the Minerals and to pay for the Minerals out of the future revenue to be earned from those Minerals, Saskatchewan will transfer the Minerals to Canada, unencumbered, effective upon the Entitlement Reserve creation provided:
 - (i) the Mineral Disposition Holder has agreed to surrender its Mineral Disposition and accept a Replacement Mineral Disposition; and
 - (ii) Canada agrees to take all necessary steps to create a Replacement Mineral Disposition and, pursuant thereto, to remit to Saskatchewan, from those amounts received by Canada from the Mineral Disposition Holder, an amount equivalent to the Provincial Mineral Revenues which would have otherwise been payable to Saskatchewan (based upon actual production by such Mineral Disposition Holder) had the Minerals which are the subject of the Replacement Mineral Disposition not been transferred to Canada.

- (b) In the event that the Mineral Disposition Holder defaults under the terms of the Replacement Mineral Disposition, Canada and the Entitlement Bands agree:
 - (i) to immediately advise Saskatchewan of the default;
 - (ii) to take all reasonable steps to collect the amounts due from the Mineral Disposition Holder and to pay therefrom an amount up to (but not exceeding) the Provincial Mineral Revenues owing by Canada to Saskatchewan pursuant to subparagraph 5.08(a)(ii) to the date the Replacement Mineral Disposition is terminated; and
 - (iii) upon request of Saskatchewan, to take steps to cancel the Replacement Mineral Disposition if the default has not been remedied prior to receipt of such request from Saskatchewan.
- (c) In the event that the Replacement Mineral Disposition is terminated as a result of the default by the Mineral Disposition Holder, any of Canada, Saskatchewan or the Entitlement Band may arrange for a new Replacement Mineral Disposition and Canada agrees to grant the new Replacement Mineral Disposition on terms and conditions generally available in the industry at the time and for a period of time, including associated rights of renewal, similar to those that had been contained in the original Mineral Disposition. In such an event, Canada agrees to take all necessary steps to create a new Replacement Mineral Disposition and thereafter the obligations of Canada, as outlined under subsections 5.08(a) and (b), shall thereafter continue in respect of the new Replacement Mineral Disposition.
- (d) In the event that arrangements for a new Replacement Mineral Disposition have not been made within five (5) years from the date of termination of a Replacement Mineral Disposition as provided under subsection (b), no further payments shall be required to be made by Canada to Saskatchewan in respect thereof and Saskatchewan shall forthwith cease to have any rights or beneficial interest in respect of the affected Minerals or potential revenues derived therefrom.
- (e) Saskatchewan agrees to promptly notify Canada of any changes from time to time in the royalties, taxes and rents which form the basis for the calculation of Provincial Mineral Revenues unless, pursuant to applicable federal legislation, such changes are deemed to apply to the Replacement Mineral Disposition without notice.
- (f) The terms of any Replacement Mineral Disposition shall include, unless otherwise agreed among Canada, Saskatchewan and the Entitlement Band, provisions which:

- (i) to the extent reasonably possible coincide with the term of the Mineral Disposition including all available renewals;
 - (ii) automatically increase the amounts otherwise payable by the Mineral Disposition Holder pursuant to the Replacement Mineral Disposition in accordance with any increases in the royalties, taxes and rents which form the basis for calculation of the Provincial Mineral Revenues; and
 - (iii) automatically terminate the Replacement Mineral Disposition not more than sixty (60) days following any default in payment of any amounts due to be paid by the Disposition Holder to Canada pursuant to the terms thereof.
- (g) In the event that Canada is entitled, pursuant to the terms of the Replacement Mineral Disposition, to receive amounts which exceed the Provincial Mineral Revenues, then such excess amounts, if any, shall be received by Canada for the use and benefit of the Entitlement Band.

5.09

EXISTING SURFACE OR MINERAL LEASES:

- (a) During the period when Entitlement land is held in the name of Canada until such Entitlement Land becomes Entitlement Reserve the Entitlement Bands and Canada agree that, save and except for any amounts payable to Saskatchewan as contemplated in section 5.08, it is their common intention and understanding that the revenues received by Canada pursuant to any Surface Lease or Mineral Disposition shall be utilized by Canada for the use and benefit of the Entitlement Band.
- (b) Canada agrees that it will honour the terms of all Surface Leases or Mineral Dispositions affecting Entitlement Land during the period when such Entitlement Land is held in the name of Canada until the same is set apart as an Entitlement Reserve.

5.10

JOINT PRODUCTION AGREEMENTS:

- (a) In any case where Minerals which are subject to a Mineral Disposition are Purchased, Canada agrees that it shall not set apart the Entitlement Land as an Entitlement Reserve until the Entitlement Band has, subject to the requirements of applicable federal legislation, entered into an agreement to honour the terms of all Joint Production Agreements.
- (b) Notwithstanding the foregoing, an Entitlement Band may, subject to the requirements of the Act, enter into an agreement with all parties to existing

Joint Production Agreements which meets the needs and objectives of all parties thereto.

5.11

OIL AND GAS/MINING:

- (a) Subject to subsection (b), Canada and each of the Entitlement Bands agree that they will not authorize or permit the production or disposition of oil or gas underlying an Entitlement Reserve except in accordance with the requirements of section 4 of the *Indian Oil and Gas Regulations*, C.R.C. 1978, c. 963.
- (b) If the requirements of section 4 of the said *Indian Oil and Gas Regulations* are amended or repealed, in whole or in part, then, subject to enactment of amending or replacement federal legislation relating to the production of oil and gas situate on Entitlement Reserve land, Canada, Saskatchewan, and the Entitlement Band agree to enter into good faith negotiations to alter the obligations of Canada and the Entitlement Band under subsection (a).
- (c) Subject to subsection (d), Canada and each of the Entitlement Bands agree that they will not authorize or permit the production or disposition of Minerals (other than oil or gas) underlying an Entitlement Reserve except in accordance with the requirements of section 4 of the *Indian Mining Regulations*, C.R.C. 1978, c. 956.
- (d) If the requirements of section 4 of the said *Indian Mining Regulations* are repealed, in whole or in part, then subject to enactment of amending or replacement federal legislation relating to the extraction of Minerals located on Entitlement Reserve land, Canada, Saskatchewan, and the Entitlement Band agree to enter into good faith negotiations to alter the obligations of Canada and the Entitlement Band under subsection (c).

5.12

PURCHASE OF FREEHOLD AND FEDERAL CROWN MINERALS ONLY:

The parties agree that, from and after an Entitlement Band's Shortfall Acres Acquisition Date, freehold or federally held Minerals, or any interest therein, may be Purchased without the Entitlement Band having to Purchase the surface of the Land. In such an event, the Entitlement Bands agree that such Minerals, or any interest therein, shall not be set apart as an Entitlement Reserve unless ownership of all accompanying Land has been acquired in the form required pursuant to this Agreement.

ARTICLE 6**WATER****6.01****WHOLLY ENCLOSED WATERBODIES:**

- (a) If a surface or subsurface Waterbody is wholly enclosed within the boundaries of any Entitlement Lands and has no Discernible Surface Outlet beyond the boundaries of the Entitlement Lands, Saskatchewan shall, without compensation, transfer to Canada all water, beds and shores of that Waterbody, effective upon creation of the Entitlement Reserve with respect to those Entitlement Lands.
- (b) For the purposes of this Article, ownership of Road Allowances intersecting a Waterbody shall not be considered in determining whether or not a Waterbody is wholly enclosed within Entitlement Land.

6.02**TRANSFER OF BEDS AND SHORES IN CERTAIN CIRCUMSTANCES:**

Saskatchewan agrees to give favourable consideration to offers from an Entitlement Band to Purchase the beds and shores of any Waterbody adjacent to Entitlement Land. Nothing in this Agreement shall be interpreted as requiring Saskatchewan to sell the beds and shores of such Waterbodies.

6.03**RESERVE BOUNDARIES:**

Where Entitlement Land adjacent to a Waterbody is set apart as an Entitlement Reserve, the parties agree that:

- (a) the boundary of the Entitlement Reserve shall be the ordinary high water mark for such Waterbody;
- (b) the Entitlement Reserve shall not include within its boundaries any portion of the bed or the shore of the Waterbody below the ordinary high water mark unless Saskatchewan has expressly agreed to transfer the beds and shores in accordance with section 6.02; and
- (c) subject to compliance with the *Navigable Waters Protection Act*, R.S.C. 1985 c. N.-22, the Entitlement Band shall have the right to place a dock, wharf or pier on the bed of the Waterbody along the boundary of any such Waterbody which is adjacent to an Entitlement Reserve, without needing to obtain any licence or to pay any fee or compensation whatsoever.

6.04**RIPARIAN RIGHTS:**

The Entitlement Band shall, immediately upon creation of an Entitlement Reserve, have full common law riparian rights with respect to the use and occupation of that Entitlement Reserve adjacent to a Waterbody, but, for greater certainty, the principle of *ad medium filium aquae* shall be inapplicable unless the affected beds and shores have otherwise been acquired by the Entitlement Band under section 6.02.

6.05**NON-ENFORCEMENT OF RIPARIAN RIGHTS IN CERTAIN CASES:**

- (a) Where an Entitlement Reserve is established adjacent to a Waterbody, the Entitlement Bands agree with Canada and Saskatchewan that the common law riparian rights referred to in section 6.04 shall be unenforceable by injunction, mandamus, prohibition, or similar prerogative writ for the purposes of preventing or delaying any Water Project provided that:
 - (i) Canada, and any Entitlement Band whose common law riparian rights have been affected, were notified at least six (6) months in advance of any decision in relation to the approval of any Water Project; and
 - (ii) any Entitlement Band whose common law riparian rights have been affected by any such Water Project shall have been afforded active and meaningful participation in any decision by a decision making authority concerned with the approval or operation of any such Water Project.
- (b) The parties agree that nothing in this section limits the right of an Entitlement Band to seek or obtain monetary compensation from Saskatchewan (including costs associated with obtaining such compensation) for damages suffered as the result of any interference with, loss of, or damage to, an Entitlement Band's common law riparian rights.

6.06**ENVIRONMENTAL ASSESSMENTS AND CONSIDERATION OF INDIAN USE:**

- (a) Where any Water Project may, in the opinion of an Entitlement Band, reasonably be expected in a discernible way to adversely affect an Entitlement Band's common law riparian rights, the Entitlement Band and Canada and/or Saskatchewan, as the case may be, agree to jointly review or, if applicable, jointly conduct any environmental impact assessments or other studies concerning the effects, or possible effects, of any Water Project as may be statutorily required.

- (b) Canada and/or Saskatchewan, as the case may be, agree to jointly review or, if applicable, jointly conduct the same with the affected Entitlement Bands in a manner which takes due consideration of the Entitlement Bands' riparian rights and usage of any affected Waterbody by the Entitlement Bands, or the Members of such Entitlement Bands, for hunting, fishing, trapping, gathering or other traditional uses.

6.07**AGREEMENT AMONGST PARTIES:**

Notwithstanding any other provision of this Article, but subject to applicable legislation, Saskatchewan and any Entitlement Band may enter into a Co-Management Agreement concerning the management and use of all or any portion of a particular Waterbody adjacent to an Entitlement Reserve (including its water, bed and shore) affecting the Entitlement Band's common law riparian rights, which meets the needs and objectives of all parties.

6.08**CO-MANAGEMENT AGREEMENT:**

- (a) The Co-Management Agreement shall address matters affecting, in a discernible way, the quantity, quality, or rate of flow of waters in a Waterbody in respect of which an Entitlement Band has riparian rights and may provide for any matters related to the use, management or development. of the Waterbody. In particular, such an agreement may provide for the following:
 - (i) the establishment of a process for the exchange of information and consultations between the affected Entitlement Band and Saskatchewan (and, where necessary, Canada) with respect to those Waterbodies and Water Projects;
 - (ii) the establishment of a process for the active and meaningful participation by the Entitlement Band in the decision making process with respect to the approval or disapproval of Water Projects; and
 - (iii) the establishment of a Co-Management Board to make binding decisions with respect to Waterbodies and Water Projects.
- (b) In no event shall the entering into of a Co-Management Agreement be a condition precedent to the sale of any Crown Land, Minerals or Improvements hereunder.

6.09**CO-MANAGEMENT BOARD:**

In the event that the Entitlement Band and Saskatchewan agree pursuant to a Co-Management Agreement that a Co-Management Board be established, the following principles shall apply:

- (a) the Entitlement Band and Saskatchewan shall be represented on the Co-Management Board by an equal number of members except in cases where the interest of the Entitlement Band *vis-a-vis* the interest of other users of the water does not warrant equal representation, in which case the respective representation of the Entitlement Band and Saskatchewan on the Co-Management Board shall be agreed upon by the Entitlement Band and Saskatchewan;
- (b) in the event that there is no agreement on the representation of the Entitlement Band and Saskatchewan on the Co-Management Board, it shall be referred to the Arbitration Board; and
- (c) the Co-Management Board shall have the authority to review and either approve, wholly or on terms and conditions, or disapprove, of any Water Project within its jurisdiction.

6.10**MINISTER'S CONSENT MAY BE REQUIRED:**

Subject to applicable legislation, each of the Entitlement Bands and Saskatchewan acknowledge that the Minister's consent may be required pursuant to the Act to give effect to any Co-Management Agreement. To the extent such consent is required, each of the Entitlement Bands and Saskatchewan agree that such consent shall be obtained prior to execution and delivery of any Co-Management Agreement.

6.11**NO EFFECT ON TREATY RIGHTS:**

Any provision of this Article which is found by a court of competent jurisdiction to conflict with or derogate from Treaty rights of any Entitlement Band or its Members shall, to the extent of such conflict or derogation, be deemed to be null and void and of no further force or effect whatsoever.

ARTICLE 7**PROVINCIAL ROADS****7.01** **TRANSFER SUBJECT TO AGREEMENT:**

The parties agree that the transfer of administration and control of Provincial Roads from Saskatchewan to Canada to be set apart as an Entitlement Reserve shall in all cases be the subject of a separate agreement among the Entitlement Band, Saskatchewan, Canada and the Rural Municipality, Northern Municipality or Urban Municipality within which the Provincial Road is located.

7.02 **PRINCIPLES OF AGREEMENT:**

Subject to section 7.05 hereof, where the parties agree to enter into an agreement pursuant to section 7.01, the following principles will be applicable to such an agreement:

- (a) Where only one side of a Provincial Road is immediately adjacent to an Entitlement Reserve, it will not normally be transferred.
- (b) Where a Provincial Road is bounded on both sides by a Reserve and/or an Entitlement Reserve and will be used primarily to provide access to locations within an Entitlement Reserve or Entitlement Land, Saskatchewan will, upon request, transfer administration and control of that portion of the Provincial Road to Canada to be set apart as an Entitlement Reserve provided:
 - (i) there is an agreement outlining the compensation, if any, to be paid to Saskatchewan by the Entitlement Band in respect of such portion of the Provincial Road;
 - (ii) where necessary, an arrangement has also been made (pursuant to applicable federal legislation where necessary) to ensure a continued right of public passage in respect of such Provincial Road.
- (c) Where an Undeveloped Road Allowance is bounded on both sides by Reserve and/or Entitlement Reserve Land, Saskatchewan shall, upon request and without compensation, transfer the administration and control of Undeveloped Road Allowances to Canada to be set apart as an Entitlement Reserve on the following conditions:

- (i) that if Saskatchewan requests the return of any such Undeveloped Road Allowance for use by the general public as a road, or for a transmission line, distribution line or similar facility on behalf of a Public Utility Company, the Undeveloped Road Allowance, or such interest in it as is necessary to enable Saskatchewan to fulfil any such purpose, shall be returned to Saskatchewan without compensation and the Entitlement Band agrees that, upon Canada's request, it will promptly provide its consent;
- (ii) where a re-transfer of any Undeveloped Road Allowance referred to in subparagraph (c)(i) above cannot be complied with because Improvements have been placed on all or a portion of the Undeveloped Road Allowance, or are located immediately adjacent thereto, and the said Improvements cannot easily be relocated, the Entitlement Band agrees that alternate Land suitable for the requirements of Saskatchewan shall be provided to Saskatchewan and that such alternate Land shall, with the Governor-In-Council's consent if required, be transferred to Saskatchewan without compensation and the Entitlement Band agrees that, upon Canada's request, it will promptly provide its consent to the transfer;
- (iii) notwithstanding subparagraphs (c)(i) and (ii) above, in the event the Undeveloped Road Allowance has been improved or developed as a road at the expense of Canada and/or the Entitlement Band, the same shall only be transferred to Saskatchewan upon payment by Saskatchewan of fair market value compensation to Canada and/or the Entitlement Band in respect of such improvements or developments;
- (iv) failing agreement between the parties, the determination as to:
 - (A) whether Improvements located on or immediately adjacent to an Undeveloped Road Allowance can be easily relocated; and/or
 - (B) the fair market compensation to be paid to Canada and/or an Entitlement Band in respect of Improvements or developments respecting an Undeveloped Road Allowance;

the same shall be determined, respectively, by the Arbitration Board and, failing agreement between the parties as to an independent appraiser, by an independent appraiser to be appointed by the Chairperson of the Arbitration Board in accordance with Article 19.

Where a Provincial Road which is used primarily to provide access to locations within an Entitlement Reserve ceases to be used as a Provincial Road, it shall be dealt with as an Undeveloped Road Allowance under this Article.

7.04 LAND NOT PART OF SHORTFALL ACRES OR EQUITY QUANTUM:

Each Entitlement Band agrees that the area of any Undeveloped Road Allowance or Provincial Road which has been transferred to Canada under this Article shall not be used in determining whether an Entitlement Band has attained its Shortfall Acres, Equity Quantum or Saskatchewan Formula Quantum for the purposes of this Agreement or its Band Specific Agreement.

7.05 AGREEMENT AMONGST AFFECTED PARTIES:

Notwithstanding any other provision of this Article, but subject to applicable law, Saskatchewan, an Entitlement Band, Canada and the Rural Municipality, Northern Municipality or Urban Municipality in which a Provincial Road or Undeveloped Road Allowance is located may enter into any agreement concerning any particular Provincial Road or Undeveloped Road Allowance which meets the needs and objectives of all parties.

7.06 ACKNOWLEDGMENTS PURSUANT TO AMENDED COST SHARING AGREEMENT:

- (a) The parties agree that the Rural Municipal Compensation Fund was established by Canada and Saskatchewan for the purpose of paying tax loss compensation for the benefit of Rural Municipalities which experience a reduction of Taxable Land as the result of the creation of Entitlement Reserves. Each of the parties agrees that:
 - (i) the tax loss compensation payable by Saskatchewan and Canada to the Rural Municipal Compensation Fund pursuant to the terms of the Amended Cost Sharing Agreement and this Agreement is in full satisfaction of any tax loss which a Rural Municipality may experience as a result of the establishment of an Entitlement Reserve within the Rural Municipality and for the purpose of enabling and requiring Rural Municipalities to continue to maintain Provincial Roads and Road Allowances for which such Rural Municipalities are responsible located within, adjacent to or providing access to Entitlement Reserves at the ordinary standard established for other roads of the same classification within the Rural Municipality; and

- (ii) payments by Canada and Saskatchewan to the Rural Municipal Compensation Fund are not intended as compensation to a Rural Municipality for additional costs which may be incurred by such Rural Municipality as the result of substantial unanticipated increases relating to the capital funding or operational costs associated with the upgrading of Provincial Roads or Road Allowances within such Rural Municipality for which such Rural Municipality is responsible, whether in respect of Provincial Roads or Road Allowances. within, adjacent to or providing access to Entitlement Reserves.

7.07**POST-RESERVE CREATION AGREEMENTS:**

Each Entitlement Band agrees that where Saskatchewan requires additional Land or interests in Land for the purpose of constructing, maintaining or upgrading a Provincial Road or Provincial Highway for use by the general public which is located:

- (i) immediately adjacent to an Undeveloped Road Allowance in respect of which Saskatchewan has requested the return to its administration and control in accordance with this Article 7;
- (ii) within an Entitlement Reserve which is located adjacent to a Provincial Road which has not been transferred to Canada under an agreement contemplated by this Article 7; or
- (iii) within an Entitlement Reserve in the unsurveyed portion of the Province;

the Entitlement Band agrees to give favourable consideration to making such Land, or interests in Land, available to Saskatchewan and, if the same is made available, to promptly provide the Entitlement Band's consent in writing as may be required pursuant to applicable federal legislation to permit Canada to transfer the Land or any interest therein to Saskatchewan, subject to reversion where required, upon the payment of compensation at fair market value to be paid to Canada for the use and benefit of the Entitlement Band.

7.08**NO EFFECT ON CERTAIN MATTERS:**

- (a) Canada and the Entitlement Bands agree that where a Provincial Road is transferred and set apart as an Entitlement Reserve pursuant to section 7.02, regular program funding will be made available to the Entitlement Band for the operation and maintenance of such Provincial Road.
- (b) Canada shall be under no obligation to set apart any Provincial Road as an Entitlement Reserve under this Article, unless the Land, Minerals and

Improvements are otherwise eligible to be set apart pursuant to this Agreement.

ARTICLE 8**THIRD PARTY INTERESTS****8.01 ENTITLEMENT RESERVE UNENCUMBERED:**

Subject to section 8.04, but otherwise notwithstanding any other provision hereof, each Entitlement Band agrees that all Entitlement Land to be set apart as an Entitlement Reserve must be free and clear of all Third Party Interests or, alternatively, arrangements satisfactory to Canada, all affected Third Party Interest Holders and the Entitlement Band for the surrender of such Third Party Interests and the subsequent recreation thereof under applicable federal legislation must have been agreed to in accordance with sections 8.03, 8.05 and 8.06.

8.02 THIRD PARTY INTERESTS TO BE REMOVED AT THE TIME OF PURCHASE:

Prior to the Shortfall Acres Acquisition Date, the Entitlement Bands agree that appropriate legal arrangements for discharge of the following Third Party Interests must be made at the time of completion of the Purchase of Entitlement Land:

- (a) registered mortgages, debentures and other similar charges;
- (b) registered caveats evidencing:
 - (i) mortgage renewals;
 - (ii) mortgage amendments;
 - (iii) mortgage extensions;
 - (iv) equitable mortgages; or
 - (v) any other pledge or charge of any interest in or affecting such Entitlement Land;
- (c) registered writs of execution;
- (d) notices registered pursuant to ***The Personal Property Security Act***, S.S. 1979-80, c. P-6.1;
- (e) all registered or registrable tax liens and outstanding taxes (including, without limitation, all liability for property or business taxes levied or capable of being

levied as against the Entitlement Land up to and including the closing date of the transaction in respect thereof);

- (f) caveats evidencing agreements for sale of, or options in respect of, all or any portion of the Entitlement Land;
- (g) caveats evidencing homestead claims;
- (h) notations, registrations or instruments evidencing, or purporting to evidence, any trust or interest in the nature of a trust;
- (i) Lis Pendens or any notice thereof or any certificate of a registrar evidencing commencement of an action;
- (j) any enforceable claim for, or in the nature of, an order of foreclosure or similar proceeding;
- (k) registered builders liens, mechanics liens or any other similar statutory or common law liens or encumbrances;
- (l) registered maintenance orders and any other court orders; and
- (m) any other instrument providing an underlying right to acquire title or any proprietary interest in Land.

8.03

THIRD PARTY INTERESTS TO BE DEALT WITH SUBSEQUENT TO PURCHASE - PUBLIC UTILITY EASEMENTS:

The parties agree that in any case where Entitlement Land has been Purchased and is encumbered by a Public Utility Easement (whether registered or unregistered), the following shall apply:

- (a) the affected Entitlement Band shall provide Canada with a Band Council Resolution consenting to Canada's execution and registration of all applicable Replacement Public Utility Easements as contemplated in subparagraph 11.03(1)(b)(ii);
- (b) a written notice that an unconditional Approval in Principle has been granted in respect of identified Land shall be delivered by the Department to SIMAS in accordance with subparagraph 11.03(3)(b)(i);
- (c) within forty-five (45) days receipt by SIMAS of any such notice, Saskatchewan shall ensure that the Public Utility Companies direct to the attention of the Department of Justice in Saskatoon, in trust, a registrable discharge of any

registered Public Utility Easement held by such Public Utility Company together with duly executed Replacement Public Utility Easements in respect of all registered or unregistered Public Utility Easements;

- (d) upon receipt, Canada shall hold such documents in trust on condition that Canada shall execute any such Replacement Public Utility Easements and shall submit the same, together with the registrable discharge of any registered Public Utility Easement and the federal Order in Council setting the land apart as an Entitlement Reserve, in accordance with subsection (e);
- (e) subject to the completion of the foregoing, Canada agrees to cause all such Replacement Public Utility Easements to be registered on its Indian land registry system and, where available, under the applicable provincial land registry system. Thereafter, Canada further agrees to provide any affected Public Utility Company with a true copy of such registration under the Indian land registry and a certified copy of any registration made pursuant to applicable provincial legislation. Registration in the provincial land registry system in respect of any Entitlement Reserve is not, nor shall it be construed, as any admission herein by Canada that use of such system by Canada is legally required, has the effect of making any such registration legally enforceable, or that such provincial land registry system is being utilized by Canada for any reason except for convenience;
- (f) the Replacement Public Utility Easement shall be recreated without further compensation being payable to the Entitlement Band beyond that compensation, if any, which is actually payable to, and is received by, Canada from the Public Utility Company under the terms of the Replacement Public Utility Easement;
- (g) the Entitlement Bands further agree that where, at some future time, a Public Utility Easement Company requires an interest in Entitlement Land for a Public Utility Easement, the Entitlement Bands will give favourable consideration to making such interests in Land available and, if the same is made available, to promptly provide the Entitlement Bands consent in writing as may be required pursuant to applicable federal legislation to permit Canada to transfer the Land or any interest therein, subject to reversion where required, upon the payment of compensation at fair market value to be paid to Canada for the use and benefit of the Entitlement Band;
- (h) Saskatchewan agrees that it is acting in the capacity of an agent for the Public Utility Companies for the purposes of this section; and
- (i) in the event that the documents referred to in subsection (d) are not utilized within a period of two (2) years from their receipt by the Department of

Justice, the same shall, unless otherwise agreed, be returned to the relevant Public Utility Company.

8.04

THIRD PARTY INTERESTS AFTER SHORTFALL ACRES ATTAINED:

- (a) Notwithstanding section 8.01 hereof but subject to Article 9, in each case with the prior written direction and consent of an Entitlement Band (such direction and consent to be evidenced by a Band Council Resolution), the Minister agrees to recommend to the Governor-In-Council that, from and after an Entitlement Band's Shortfall Acres Acquisition Date, Entitlement Land be set apart as an Entitlement Reserve subject only to the following Third Party Interests:
 - (i) party wall agreements;
 - (ii) airport zoning regulations; and
 - (iii) a lease (other than a Surface Lease, or a residential lease affecting Land located in an Urban Municipality or Northern Municipality unless the same is the subject of an agreement among the affected tenant, Canada and the Entitlement Band) in respect of the use or occupation of Entitlement Land (or in respect of the use or occupation of any Improvement located upon all or any portion of the Entitlement Land), provided that Canada, acting reasonably, is satisfied that the remaining term of such lease (including any renewal thereof) is less than three (3) years from the date that Canada has taken title to the Entitlement Land.
- (b) The Entitlement Bands and Canada agree that, save and except for those Third Party Interests permitted in subsection 8.04(a) above, Entitlement Land which is subject to any Third Party Interest shall not be eligible to be set apart as an Entitlement Reserve unless arrangements satisfactory to Canada, all affected Third Party Interest Holders and the Entitlement Band for the absolute surrender of such Third Party Interests or the surrender and subsequent recreation thereof under applicable federal legislation have first been made.
- (c) Canada and each of the Entitlement Bands agree that where Entitlement Land is set apart as an Entitlement Reserve subject to a Third Party Interest referred to in subsection 8.04(a) above, all rights of the Third Party Interest Holder, as they existed prior to the setting apart of the Entitlement Land as an Entitlement Reserve, shall be preserved and the same shall be fully enforceable in respect of the affected Entitlement Land except where the Entitlement Band, at its expense, negotiates with a Third Party Interest Holder a binding agreement to amend the terms and conditions of the Third Party Interest (or Canada does so

at the Entitlement Band's request and expense) in which case the Third Party Interest, as so amended, shall be fully enforceable as aforesaid.

8.05

SURRENDER PURSUANT TO AGREEMENT:

In the event that a Third Party Interest (other than a Public Utility Easement) is to be surrendered prior to creation of an Entitlement Reserve, the parties agree that the surrender of the Third Party Interest shall be the subject of an agreement between the Entitlement Band, Canada and the Third Party Interest Holder.

8.06

PRINCIPLES OF SURRENDER AGREEMENT:

- (a) Subject to subsection (b), the parties further agree that the following principles will be applicable to any agreement referred to in section 8.05:
 - (i) where the Third Party Interest is to be surrendered and not subsequently recreated under applicable federal legislation, the Third Party Interest Holder shall be compensated by the Entitlement Band for the fair market value thereof;
 - (ii) where the fair market value of the Third Party Interest cannot be agreed upon then, subject to agreement between the Entitlement Band and the Third Party Interest Holder, the fair market value thereof shall be established by a jointly appointed independent appraiser;
 - (iii) where the Third Party Interest is to be surrendered and subsequently recreated under applicable federal legislation, Canada shall, with such consent of the Entitlement Band as is required by law, recreate such Third Party Interest without further compensation to the Entitlement Band beyond that compensation, if any, which is actually payable by and received from the Third Party Interest Holder under the terms of the Third Party Interest and Canada shall, where required under applicable federal legislation, authorize the creation of any replacement instrument in respect of the interest which is to be surrendered and recreated and obtain any necessary Entitlement Band consent.
- (b) An Entitlement Band, Canada, and the Third Party Interest Holder may enter into any agreement concerning the disposition, surrender or recreation of a Third Party Interest that meets the needs and objectives of all parties.

8.07

ENTITLEMENT BAND'S RESPONSIBILITY:

Notwithstanding subsections 8.04(a) and (c), where an Entitlement Reserve is subject to a Third Party Interest which, at the request of the Entitlement Band, Canada has permitted in accordance with subsection 8.04(a), the Entitlement Bands agree to be responsible for and to indemnify and hold Canada harmless from and against any suit, action, cause of action, claim, demand, liability or damage which may arise or be incurred as the result of, in any way arising from, or in any way related to, the setting apart of Entitlement Land as an Entitlement Reserve or the subsequent administration by the Entitlement Band, or by Canada, subject to such Third Party Interest. Provided, however, this indemnification shall not apply to the negligent actions of Canada or of any agent of Canada, nor shall the Entitlement Band be liable in respect of damages arising from Canada's failure to register such Third Party Interest on the Indian land registry in the manner agreed upon by Canada and such Third Party Interest Holder, or in respect of any damages arising from Canada's failure to maintain and enforce the affected Third Party Interest in a manner agreed upon between Canada and such Third Party Interest Holder.

8.08

ACKNOWLEDGEMENT BY ENTITLEMENT BANDS:

Notwithstanding subsections 8.04(a) and (c), where an Entitlement Reserve is subject to a Third Party Interest which, at the request of the Entitlement Band, Canada has permitted in accordance with subsection 8.04(a), the Entitlement Bands agree with Canada that Canada shall have no fiduciary obligation to such Entitlement Band relative to the exercise of any power, discretionary or otherwise, associated with the administration of such Third Party Interest except to the extent of Canada's obligations which are directly attributable to its agreement with the Entitlement Band and such Third Party Interest Holder to register such Third Party Interest on the Indian land registry in the manner agreed upon among Canada, the Entitlement Band and such Third Party Interest Holder, or damages arising directly from Canada's failure to maintain and enforce the affected Third Party Interest in a manner agreed upon amongst Canada, the Entitlement Band and such Third Party Interest Holder.

8.09

CANADA'S RESPONSIBILITY:

Where a Third Party Interest Holder has surrendered its interest pursuant to an agreement to which Canada is a party, and such agreement provides that the Third Party Interest will be recreated pursuant to applicable federal legislation subsequent to Entitlement Reserve creation, either in whole or in part, Canada shall be responsible for any failure to recreate such Third Party Interest in accordance with such agreement and shall be required to compensate the Entitlement Band or Third Party Interest Holder for any damages which result directly from such failure to recreate the Third Party Interest under the agreement except in any case where the Entitlement Band or the Third Party Interest Holder is at fault.

8.10**FUTURE APPLICATION OF THIS ARTICLE:**

In the event that:

- (a) a court of competent jurisdiction, after all available appeals have been completed, hereafter determines that all or any portion of the requirements set forth in sections 8.01 to 8.06 of this Article are inapplicable or unnecessary for the purposes of fulfilling Canada's treaty obligations to the Entitlement Bands and maintaining the enforceability of Third Party Interests subsequent to Reserve creation; or
- (b) the parties agree in writing to waive or vary the application of any section of this Article; or
- (c) federal legislation is enacted which alters or removes the necessity for all or any portion of this Article;

then, to such extent, the provisions of such sections shall be deemed to no longer be of any force or effect.

ARTICLE 9**URBAN RESERVES****9.01****AGREEMENT REQUIRED WITH URBAN MUNICIPALITY, NORTHERN MUNICIPALITY AND SCHOOL DIVISION:**

- (a) Notwithstanding any other provision of this Agreement, but subject to subsection 9.01(b) hereof, Lands and Improvements Purchased by an Entitlement Band within the boundaries of an Urban Municipality, a Northern Municipality or within the Northern Administration District will not be set apart as an Entitlement Reserve until an agreement has been entered into between the Entitlement Band, and the affected Urban Municipality or Northern Municipality and any affected school division operating within such Urban Municipality, Northern Municipality or the Northern Administration District (in this Article such school divisions are referred to as the "affected school division"), respecting the following matters:
 - (i) the provision of and payment for compensation to the Urban Municipality or Northern Municipality for loss of taxes, levies or grants-in-lieu, which, but for the setting apart of the Entitlement Reserve, could reasonably have been expected to have been received by the Urban Municipality or Northern Municipality for its own purposes by the substitution of one of the following or a combination thereof:
 - (A) a servicing agreement between the Entitlement Band and the Urban Municipality or Northern Municipality, whereby the Urban Municipality or Northern Municipality would agree to provide municipal services in consideration for a fee to be paid by the Entitlement Band; or
 - (B) a one time lump sum payment, or periodic payments, or some other formula negotiated between the parties, provided, however, the amount of such compensation will not necessarily be equal to the amount of such taxes, levies or grants-in-lieu;
 - (ii) compensation for the affected school division for loss of taxes, levies or grants-in-lieu which, but for the setting apart of the Entitlement Reserve, could reasonably have been expected to have been received by the affected school division; provided, however, the amount of such compensation will not necessarily be equal to the amount of such taxes, levies or grants-in-lieu but may be based on a one time lump sum payment or periodic payments or some other formula negotiated

between the parties. It is acknowledged by the parties that if the Entitlement Band will not be receiving any direct service or benefit from the affected school division in consideration for such payment or has entered, or will enter, into a tuition agreement, the same shall be a factor in determining the amount of any such payment;

- (iii) to the extent reasonably necessary, compatible municipal and band bylaws and their application and enforcement; and
- (iv) an appropriate dispute resolution mechanism for resolving matters of mutual concern.

(b) The parties agree that:

- (i) in the event that an Entitlement Band and any affected Urban Municipality, Northern Municipality or affected school division jointly elect not to enter into any agreement referred to in subsection 9.01(a) or enter into an agreement that covers some, but not all, of the matters referred to in subsection 9.01(a) then, to such extent, that subsection shall be inapplicable and, for greater certainty, the affected parties may enter into any agreement which meets the needs and objectives of the parties; and
- (ii) in the event that any required agreement has not been entered into as between any Entitlement Band and one or more of the other affected parties within five (5) months of any request by the Entitlement Band to such other party to enter into such an agreement, Canada may, subject to clause (d), set apart such Entitlement Land as an Entitlement Reserve without such an agreement where the affected Entitlement Band is prepared to enter into a reasonable and adequate agreement in respect of the reasonable concerns raised by the affected Urban Municipality, Northern Municipality or affected school division (relating to those matters referred to in subsection 9.01(a)), but the other party is unwilling to respond to the Entitlement Band's request reasonably and in good faith.

(c) In the event of a dispute involving the question of whether, in fact, a particular Urban Municipality, Northern Municipality or any affected school division is acting reasonably and in good faith, or whether the Entitlement Band is proposing a reasonable and adequate agreement in respect of the concerns of the other party, any of Canada, Saskatchewan or the affected Entitlement Band may refer the matter to the Arbitration Board and the affected Urban Municipality or Northern Municipality, and any affected school division shall, upon request, have standing before the Arbitration Board.

- (d) Where a dispute is referred to the Arbitration Board under subsection (c), Canada will not set apart an Entitlement Reserve under subparagraph (b)(ii) until the matter has been disposed of by the Arbitration Board.

9.02

ADDITIONAL REQUIREMENTS:

- (a) Canada and the Entitlement Bands agree that, with respect to the creation of urban Entitlement Reserves:
 - (i) in addition to the other provisions of this Article, Canada may require the Entitlement Band to also comply with such provisions of the Additions to Reserves Policy as Canada, acting reasonably, deems necessary including, without limitation, the following:
 - (A) subsection 9.1.3 (excluding the third paragraph thereof);
 - (B) subsections 9.2.1 and 9.2.9.2 (including contiguous and non-contiguous communities); and
 - (C) subsection 9.3.1.
 - (b) For greater certainty, subsection 9.3.2.2 of the Additions to Reserves Policy shall be inapplicable, except to the extent that any proposal for Entitlement Reserve creation may require review by the Department's "Headquarters Additions to Reserve Committee" and the Department's Assistant Deputy Minister of Lands, Revenues and Trusts.

9.03

NO COMPENSATION PAYABLE:

Each of the Entitlement Bands agrees with Canada and Saskatchewan that neither Saskatchewan nor Canada shall be required to compensate any Urban Municipality or Northern Municipality (or any affected school division) or any other authority on whose behalf taxes are levied with respect to any loss of taxation revenues or grants-in-lieu of taxes experienced by such Urban Municipality, Northern Municipality or affected school division and that any arrangement for compensation shall be the sole responsibility of the Entitlement Band.

9.04

NO EFFECT ON TUITION AGREEMENTS:

Each of the Entitlement Bands agrees with Canada and Saskatchewan that nothing in this Article, or Article 7 of the Amended Cost Sharing Agreement, affects any tuition

agreements entered into between Canada or an Entitlement Band and any School Division, including a school division in the Northern Administration District.

9.05**TERM OF CERTAIN PROVISIONS:**

- (a) The provisions set forth in section 9.01 of this Article shall, unless otherwise agreed to in writing among Canada, Saskatchewan and the Entitlement Bands, be in effect for a period of at least fifteen (15) years from the Execution Date.
- (b) As soon as reasonably possible following the fourteenth (14th) anniversary of the Execution Date, the parties agree to enter into good faith negotiations to determine what additional period of time, if any, the provisions of section 9.01 shall continue to be effective and what amendments, if any, are required thereto.
- (c) In the event that the parties are unable to agree upon an extension of the applicable time period or any required amendments on or before the expiration of the fifteen (15) year period referred to in subsection (a), the provisions of section 9.01 shall continue to be applicable thereafter for a further period of three (3) years, at which time, unless otherwise agreed among the parties, Canada's then current policy on Reserve creation shall thereafter be substituted as the procedure for Entitlement Reserve creation in Urban Municipalities and Northern Municipalities.

ARTICLE 10**SUBSEQUENT ADHERENCE AND RATIFICATION
OF BAND SPECIFIC AGREEMENTS****10.01****RATIFICATION AND IMPLEMENTATION:**

- (a) The parties agree that to give effect to any payment by Canada of Entitlement Monies pursuant to this Agreement, a Band Specific Agreement must first be ratified in accordance with the provisions of this Article, be executed by the Chief and a majority of the Councillors of the Entitlement Band (on behalf of such Entitlement Band and all Members of the Entitlement Band), and be delivered by the Entitlement Band to Canada for execution by Canada. Execution of such Band Specific Agreement by Canada shall, unless otherwise agreed in writing, occur within thirty (30) days of receipt thereof by Canada. Provided, however, no payment of Entitlement Monies by Canada shall be made unless:
 - (i) Canada has received a Band Council Resolution and an executed copy of this Agreement on the Execution Date or, thereafter, as contemplated in section 10.02; and
 - (ii) a duly executed Band Specific Agreement has been delivered as aforesaid, following the acceptance and ratification thereof of such Band Specific Agreement and the Trust Agreement as evidenced by an affirmative vote of the majority of those voters eligible to vote, with such ratification vote to be conducted, subject only to section 10.07, in accordance with the procedures set out in the Ratification Vote Guidelines and Procedures; and
 - (iii) there has been delivery to Canada of an original copy of the Trust Agreement duly executed by the Entitlement Band, the Trustees and the Institution.
- (b) Canada agrees to provide Saskatchewan with a copy of the documentation referred to in subsection (a) which has been executed and delivered to Canada.

10.02**ADHERENCE:**

Any Entitlement Band whose Chief is not, as of the Execution Date, a signatory to this Agreement, may thereafter adhere to this Agreement and enter into a Band Specific

Agreement in the manner contemplated by section 10.01, provided such Entitlement Band:

- (a) has obtained, by means of a Band Council Resolution, approval for execution and delivery of this Agreement by its Chief;
- (b) has caused its Chief to execute an Adherence Agreement in the form annexed as Appendix 2, and has delivered to Canada and Saskatchewan an original copy of such Adherence Agreement and the Band Council Resolution approving its execution and delivery, on or before March 1, 1993; and
- (c) has acknowledged, pursuant to its Band Council Resolution, that the Entitlement Monies to be received by the Entitlement Band do not exceed the amount set forth in column 16 of Schedule 1, except as may otherwise have been agreed to in writing between such Entitlement Band, Canada and Saskatchewan.

10.03 BAND SPECIFIC AGREEMENT:

- (a) Every Band Specific Agreement shall:
 - (i) contain the same provisions as those in Articles 1 to 6, inclusive, and Article 8 of the agreement annexed as Appendix 1 hereto; and
 - (ii) set out the Equity Payment, Minerals Payment, Honour Payment, Shortfall Acres, Saskatchewan Formula Quantum and the Equity Quantum in respect of such Entitlement Band, together with the total amount of Entitlement Monies to be paid from the Treaty Land Entitlement (Saskatchewan) Fund to the Trust Account of that Entitlement Band in accordance with the terms thereof.
- (b) Band Specific Agreements may also include other provisions of particular concern to an Entitlement Band as may be negotiated between Canada and the Entitlement Band which are not (except as specifically permitted herein) inconsistent with the terms of this Agreement.
- (c) The parties agree that in the event of any conflict between the provisions of the Band Specific Agreement and this Agreement, this Agreement shall be deemed to prevail.

10.04 TIME FRAME FOR RATIFICATION, EXECUTION AND DELIVERY OF BAND SPECIFIC AGREEMENTS:

- (a) The Entitlement Bands shall have three (3) years from the Execution Date to ratify, execute and deliver to Canada a Band Specific Agreement and Trust Agreement in accordance with the procedures herein contemplated, failing which all financial obligations hereunder, or between Saskatchewan and Canada, *inter se*, to continue to make payments in respect of any such Entitlement Band to the Treaty Land Entitlement (Saskatchewan) Fund shall immediately terminate.
- (b) In such an event Canada and Saskatchewan shall be entitled to the return, of any funds which they have, respectively, paid to the Treaty Land Entitlement (Saskatchewan) Fund plus accrued interest thereon.

10.05**INDEPENDENT ADVICE:**

The Entitlement Bands agree with Canada that Canada shall require, as a condition precedent to execution by Canada of a Band Specific Agreement in respect of any Entitlement Band:

- (a) that the Entitlement Band deliver to Canada a certificate of a practising solicitor in and for the Province of Saskatchewan (or the certificate of any solicitor who has obtained an occasional practice certificate for these purposes) to the effect that the Entitlement Band has received, via its Chief and Councillors, independent legal advice with respect to the execution and delivery of its Band Specific Agreement and Trust Agreement; and
- (b) that a statement is contained in the Band Specific Agreement that the Entitlement Band confirms that it has retained independent legal counsel and has received independent legal advice during negotiations up to and including the execution of the Band Specific Agreement, and that reasonable steps have been taken by the Entitlement Band to locate and fully inform Members of the Entitlement Band of the nature and effect of its Band Specific Agreement and Trust Agreement and to obtain necessary financial advice in respect of the establishment and operation of their Trust Account and Revenue Trust Account.

10.06**UNDERTAKING RESPECTING CERTAIN INFORMATION:**

- (a) The Entitlement Bands agree to provide Canada with information concerning the methods utilized by the Entitlement Bands to inform eligible voters, prior to ratification of their Band Specific Agreements, of the content and effect thereof (including the Trust Agreement and Public Utility Easement Agreements) and this Agreement.

- (b) Without limiting the generality of subsection (a), the Entitlement Bands agree to advise Canada in writing as to:
 - (i) the structure, timing and location of, and the agenda for, all Entitlement Band information sessions;
 - (ii) the number of eligible voters in attendance at such sessions;
 - (iii) the extent of information made available to such prospective voters; and
 - (iv) the names and professional qualifications of those legal, financial and other advisors present thereat, to assist the Entitlement Band in its efforts to inform eligible voters as aforesaid.

10.07**ELECTION BY CERTAIN BANDS:**

- (a) The parties acknowledge that, as of the Execution Date, certain Entitlement Bands (the "Coded Bands") maintain their own "band list" pursuant to the Act, and that certain of the Coded Bands may elect, at the time of negotiating their respective Band Specific Agreements, to request that Canada agree to an alternate method (based upon the Coded Band's band list) for determining voter eligibility for the purposes of ratifying the Band Specific Agreement and the Trust Agreement;
- (b) In the event that a Coded Band elects to negotiate the basis for voting eligibility and a change in such voting eligibility is agreeable to Canada then, in the event that any agreed change also requires other changes to any of the terms and conditions of this Agreement which affect the rights or obligations of Saskatchewan, the consent of Saskatchewan, in respect of any changes affecting its rights and obligations hereunder, shall be required prior to execution by Canada of the Band Specific Agreement.

10.08**GOOD FAITH NEGOTIATIONS:**

The Entitlement Bands and Canada agree to enter into good faith negotiations for the purpose of completing their respective Band Specific Agreements in accordance with the provisions and the time frames contemplated herein.

ARTICLE 11**PROCEDURES FOR RESERVE CREATION****11.01** **SHORTFALL ACRES TO BE ACQUIRED:**

The Entitlement Bands agree (and acknowledge that Canada is specifically relying upon such agreement) that they shall use their best efforts to reach their Shortfall Acres Acquisition Date on or before the twelfth (12th) anniversary of the Execution Date by having:

- (i) Purchased Entitlement Land (including all Minerals and Improvements in respect thereof) with a surface area at least equivalent to their respective Shortfall Acres;
- (ii) caused such Entitlement Land to be eligible to be granted Entitlement Reserve status pursuant to this Agreement; and
- (iii) delivered to Canada all necessary transfers, discharges and other instruments (in registerable form) required by Canada in order to permit Canada to take unencumbered title to such Entitlement Land in accordance herewith.

11.02 **LANDS ELIGIBLE FOR RESERVE STATUS:**

Canada agrees that the Minister will recommend that Entitlement Land up to, but not exceeding, an Entitlement Band's Equity Quantum or Saskatchewan Formula Quantum, whichever is greater, shall be set apart as Entitlement Reserve subject to the following:

- (a) the acquisition of the Entitlement Land has been approved by the Chief and Council of the Entitlement Band;
- (b) wherever applicable, there has been full compliance with this Agreement;
- (c) the Terms and Conditions of Entitlement Reserve Creation have been complied with and, in any case where Article 9 is applicable, such additional requirements of Article 9 as are applicable have also been complied with;
- (d) the Land, Minerals and Improvements have been determined to be environmentally suitable to be set apart as an Entitlement Reserve after the completion of an Environmental Screening or, where applicable, an Environmental Review, in accordance with the process set out in the Terms and Conditions of Entitlement Reserve Creation; and

- (e) save and except for those Environmental Screening and outer boundary survey costs to be paid by Canada pursuant to subsection 11.07(a), the Entitlement Band has made all required payments in respect of the relevant Entitlement Land including, where applicable:
 - (i) the purchase Price for the acquisition of the Entitlement Land (including any improvements and Minerals in respect thereof;
 - (ii) Acquisition Costs;
 - (iii) the satisfaction or accommodation of all Occupants of Crown Land;
 - (iv) the satisfaction or accommodation of all Interests in a Mineral Disposition and Third Party Interests; and
 - (v) the costs of conducting feasibility studies, appraisals and Environmental Reviews (excluding the costs associated with Environmental Screening).

11.03

PRE-ACQUISITION REQUIREMENTS:

- (1) Prior to the acquisition of Entitlement Land, the Council, acting through the Trustees, shall:
 - (a) obtain appropriate and correct legal searches of title respecting the Land, Minerals and Improvements, all Third Party Interests, ownership of Minerals and Mineral Dispositions relating thereto;
 - (b) notify the Department, by Band Council Resolution ("BCR"), that the searches under subparagraph (a) above have been completed and cause to be delivered complete copies of all search results and other documentation in accordance with Stage 1 of Schedule 6. The BCR shall clearly indicate, following enquiries with the owner of such Land, Minerals or Improvements (including in the case of Crown Land, Minerals or Improvements those enquiries contemplated in Articles 4 and 5) that:
 - (i) the Land (including, where required, all Minerals and Improvements) is available for Purchase; and
 - (ii) the Entitlement Band consents to the execution and registration by Canada of all applicable Replacement Public Utility Easements which may affect the subject property pursuant to section 8.03; and

- (iii) the Entitlement Band intends to Purchase the same and thereafter transfer title to all, or any clearly identified portion, of the Entitlement Land to Canada; or
 - (iv) the Entitlement Band intends to have Canada assist the Entitlement Band by agreeing to accept the direct transfer of such Land, Minerals or Improvements from the current owner to Canada.
- (2) Upon Canada receiving the BCR and other documentation referred to in subsection (1) above, the following shall (unless otherwise agreed in writing between the parties) take place:
 - (a) the Department shall, as soon as reasonably possible, but in any event within fourteen (14) days, of receipt thereof from the Entitlement Band, cause the BCR to be registered by its Saskatchewan Regional Office on a central registry system. The Department and SIMAS shall co-operate to promptly determine whether the legal descriptions and related searches are sufficient for SIMAS to proceed or whether, in addition, a treaty land entitlement selection map is also required by SIMAS;
 - (b) the Saskatchewan Regional Office shall, as soon as reasonably possible, but in any event within fourteen (14) days if no selection map is required by SIMAS (or within thirty (30) days in the event a selection map is required), forward a copy of the BCR and any accompanying documents to SIMAS requesting:
 - (i) information respecting the existence and location of any registered or unregistered Public Utility Easements;
 - (ii) Saskatchewan's best available information respecting the existence and location of any Waterbody affecting the identified Land (other than a wholly enclosed Waterbody referred to in section 6.01); and
 - (iii) any other information required in accordance with the Terms and Conditions of Entitlement Reserve Creation (including provincial considerations in respect of the proposed Entitlement Reserve);

and such information shall be delivered by SIMAS to the Department as soon as reasonably possible but, in any event:

- (iv) within forty-five (45) days in the event that the identified Lands, Minerals or Improvements are provincial Crown assets which Saskatchewan has agreed to sell pursuant to section 4.05 or section 5.03; or
 - (v) within ninety (90) days in respect of any other property;
 - (c) if the information provided by Saskatchewan in subparagraph (b) identifies the existence and location of any Waterbody affecting the Land which is not wholly enclosed therein (and in respect of which Saskatchewan has not agreed to transfer the related beds and shores), Saskatchewan agrees as soon as reasonably possible and at its expense to supply to the Entitlement Band and to Canada a correct and registerable legal description (only in respect of any land which is, at that time, surveyed land administered under *The Land Titles Act*, R.S.S. 1978, L-5) for such Waterbody and any available information with respect to the acreage of each such identified Waterbody.
- (3) Upon completion of the requirements set forth in subsections (1) and (2) above, the parties agree that the following will take place:
- (a) upon the finalization of the submission pursuant to Schedule 6 (including, where required, any approval by BCR) and its delivery by the Department to both the Regional Additions to Reserves Committee and the Department of Justice, Canada, through the Department's Regional Director General ("R.D.G.") shall (unless otherwise agreed between the Department and the Entitlement Band) notify the Entitlement Band in writing, in accordance with the time frames set forth in Schedule 6, that:
 - (i) the Entitlement Land has been unconditionally recommended by the Regional Additions to Reserves Committee to the R.D.G. for Approval in Principle and the R.D.G. has granted an unconditional Approval in Principle for Entitlement Reserve status; or
 - (ii) a conditional Approval in Principle has been recommended by the Regional Additions to Reserves Committee and a conditional Approval in Principle has been granted by the R.D.G. clearly listing the conditions which remain to be met before an unconditional Approval in Principle will be granted; or
 - (iii) the proposed Entitlement Land has been rejected for Entitlement Reserve status by either the Regional Additions to

Reserves Committee or the R.D.G., and the reasons for such rejection have been clearly identified in writing to the Entitlement Band by the Department; or

- (iv) in the event of a rejection of a submission by the Regional Additions to Reserves Committee or the R.D.G., the affected Entitlement Band, acting reasonably, may request in writing that the R.D.G. and any appropriate officials of the Department (including, where necessary, the members of the Regional Additions to Reserves Committee) agree to meet with the appropriate officials of the Entitlement Band to further clarify or explain the basis for the rejection, and compliance with such request shall not be unreasonably withheld.
- (b) where a conditional Approval in Principle is granted by the R.D.G., the Department shall use its best efforts to advise SIMAS thereof and to identify in writing the affected Land, Minerals and Improvements. Upon unconditional Approval in Principle being granted by the R.D.G. (or all necessary conditions relating to a conditional Approval in Principle having been fulfilled), the following shall take place:
 - (i) the Department shall notify SIMAS that an unconditional Approval in Principle has been granted and identify in writing the affected Lands, Minerals and/or Improvements;
 - (ii) if the affected Land has been determined to be subject to any registered or unregistered Public Utility Easement, Saskatchewan agrees that it will, at no cost to the Entitlement Band, cause to be provided to Canada a Replacement Public Utility Easement respecting all unregistered or registered Public Utility Easements together with any applicable registrable discharges in accordance with section 8.03 and Canada shall, at no cost to the Entitlement Band or to the Public Utility Companies, cause any registered Public Utility Easements to be discharged and all Replacement Public Utility Easements to be registered in accordance with section 8.03;
 - (iii) the Entitlement Band may, if they have not already done so, promptly proceed (unless otherwise agreed with Canada) to Purchase the Entitlement Land within fifteen (15) months of the Approval in Principle, (failing which the same shall at Canada's option, be null and void) and following such Purchase Canada shall accept such transfer of title in accordance with this Agreement and the Band Specific Agreement;

- (iv) following Purchase of the Entitlement Land and following transfer of title to Canada (acceptance of which transfer of title shall be conditional upon compliance of the property with the terms hereof and that no additional and unresolved Third Party Interests or Mineral Dispositions having arisen subsequent to the Approval in Principle), Canada shall, at its cost, as soon as reasonably possible subject to prevailing weather conditions, carry out any required outer boundary surveys; and
 - (v) once such surveys are complete (or any other alternative legal description satisfactory to Canada has been obtained), the Minister shall recommend to the Governor-In-Council that such Entitlement Land be set apart as an Entitlement Reserve, and Canada will further cause to be prepared by the Department, the necessary submission to the Governor-In-Council to give effect to such recommendation and shall notify Saskatchewan within thirty (30) days of the date that such Entitlement Land was set apart as an Entitlement Reserve.
- (4) If Canada or Saskatchewan fail to comply in any material way with the time frames contained herein, then Canada or Saskatchewan (except to the extent any delay has been caused by the failure of an Entitlement Band to promptly and accurately comply in any material way with its obligations pursuant to this Agreement, its Band Specific Agreement or Trust Agreement) shall provide compensation to the Entitlement Band or the Trustees for all direct costs or losses suffered by the Entitlement Band or the Trustees as the result of any such failure by Canada or Saskatchewan to comply with the terms of this Article for which they are responsible.

11.04

MINISTERIAL DISCRETION:

- (a) The parties agree that, subject to compliance by an Entitlement Band and its Trustees with the terms and conditions of its Band Specific Agreement, Trust Agreement and this Agreement (and in particular sections 4.01 to 4.04, inclusive, 5.01 and 8.02 hereof), Entitlement Land may at any time be Purchased from a third party without the prior consent or involvement in any way of Canada or Saskatchewan. Approval for the transfer of title to Canada shall, however, be subject to the terms of this Agreement and, in particular and, without limitation, this Article and Schedule 6.
- (b) In the event Entitlement Land has not been Purchased by an Entitlement Band in strict compliance with the provisions of this Agreement, its Trust Agreement and Band Specific Agreement and, in particular, Schedule 6 and sections 11.02 and 11.03 hereof, the Minister may, in any event, in the Minister's sole and

unfettered discretion, recommend to the Governor-In-Council that the Entitlement Land be accepted in the name of Canada and be set apart as an Entitlement Reserve.

- (c) Notwithstanding any other provision of this Agreement, it is hereby expressly acknowledged and agreed by each of the Entitlement Bands that Canada shall have no obligation whatsoever to accept any Entitlement Land (including via assignment of the Purchaser's interest under an Agreement to Purchase) that has not been acquired in strict compliance with the provisions of this Agreement, or to exercise an option to purchase such Land or acquire title to such Land, and the Minister shall, in any such case, be under no obligation whatsoever to make such recommendation or request to have such Entitlement Land set apart as an Entitlement Reserve.
- (d) Without limiting the generality of the foregoing, any loss occasioned by any Entitlement Band or its Trustees as the direct or indirect result of any failure to acquire Entitlement Land in strict compliance herewith shall be borne exclusively by such Entitlement Band and/or its Trustees.

11.05

COMPENSATION PAID BY CANADA:

- (a) In the event an Entitlement Band has:
 - (i) Purchased Entitlement Land, the title to which has been accepted by and transferred to Canada; and
 - (ii) the same is eligible to be set apart as an Entitlement Reserve pursuant to the terms of this Agreement;

and such Entitlement Land is not set apart by the Governor-In-Council notwithstanding recommendation by the Minister to do so, then the provisions of subsections (b) or (c) and the provisions of subsections (d), (e) and (f), shall, unless otherwise agreed between Canada and the Entitlement Band, apply.

- (b) If the consent of the Governor-In-Council is denied prior to the Entitlement Band's Shortfall Acres Acquisition Date:
 - (i) the Entitlement Band shall forthwith confirm to Canada by means of a Band Council Resolution that none of the Entitlement Band, its Members or Trustees wish to retain any interest whatsoever (whether legal, beneficial or otherwise) in respect of the Entitlement Land in question;

- (ii) upon receipt of such notification Canada agrees, within one hundred and twenty (120) days, to reimburse the Entitlement Band and its Trustees for all reasonable Acquisition Costs incurred and paid by the Entitlement Band or its Trustees in respect of the Purchase of the said Entitlement Land;
 - (iii) Canada further agrees, within one hundred and twenty (120) days to promptly reimburse the Entitlement Band for the purchase price of the affected Entitlement Land paid by the Entitlement Band or its Trustees; and
 - (iv) all amounts paid by Canada pursuant to subparagraphs (ii) and (iii) above shall be deposited to the Entitlement Band's Trust Account and shall, notwithstanding any other provision of this Agreement, the Band Specific Agreement or the Trust Agreement, be thereafter dealt with in the same manner as any other funds administered by the Trustees on behalf of the Entitlement Band prior to the Entitlement Band's Shortfall Acres Acquisition Date until the Entitlement Band has actually achieved its Shortfall Acres Acquisition Date.
- (c) If the consent of the Governor-In-Council is denied after the Shortfall Acres Acquisition Date, the Entitlement Band shall, for a period of six (6) months following receipt by the Entitlement Band of written notification from Canada that the Entitlement Land in question shall, notwithstanding the recommendation of the Minister, not be set apart as an Entitlement Reserve, have the option to either:
- (i) have Canada, after receipt of a notification from the Entitlement Band of the type contemplated in subparagraph (b)(i), prior to the expiration of the six (6) month period aforesaid, reimburse the Entitlement Band for those amounts referred to in subparagraphs (b)(ii) and (iii), and to pay such amounts to the Entitlement Band's Trust Account within the time frames referred to therein; or
 - (ii) have the Entitlement Land re-transferred, at Canada's cost, to the Entitlement Band, without any further compensation payable by Canada to the Entitlement Band in any respect;

and in the event that the Entitlement Band fails to elect to exercise its rights under subparagraph (c)(i) within six (6) months, the Entitlement Band shall be deemed to have elected to retain the property and, subject only to a re-transfer thereof from Canada, shall not be entitled to any further compensation whatsoever.

- (d) for greater certainty, in the event that Canada has been required to reimburse an Entitlement Band for the Acquisition Costs and the purchase price in respect of Entitlement Land in the manner contemplated by subsections (b) or (c), the Entitlement Bands agree that Canada shall be entitled to deal with the Entitlement Land in any manner whatsoever, including the right to dispose of the same and to retain the proceeds of any sale thereof, without any claim, legal or beneficial interest of the Entitlement Band, its Trustees or Members being applicable in any manner whatsoever thereto.
- (e) In the event of a dispute between Canada and an Entitlement Band respecting the amount of reasonable Acquisition Costs, or the purchase price incurred and paid by the Entitlement Band or its Trustees to Purchase the affected Entitlement Land, the same shall be referred, at the option of either party, to the Arbitration Board.
- (f) In the event of a reimbursement under this section, Canada agrees to pay the Entitlement Band, at the time of reimbursement, an amount equivalent to the interest accrued on such reasonable Acquisition Costs and the purchase price, calculated at the Interest Rate, from the date Canada has received title to the affected Entitlement Land.

11.06**ADDITIONAL RESERVES:**

If Land in excess of an Entitlement Band's Equity Quantum or Saskatchewan Formula Quantum, whichever is greater, is Purchased, such Land may be set apart as a Reserve at the sole discretion of Canada under its Additions to Reserves Policy as amended from time to time.

11.07**CANADA COSTS:**

- (a) Canada agrees, notwithstanding any other provision in this Agreement with respect to costs, to be responsible for the payment of outer boundary survey costs required for the establishment of Entitlement Reserves, reasonable costs associated with any Environmental Screening in accordance with Steps 1 - 3 of Stage 2 of Schedule 6, and the reasonable costs incurred by the Entitlement Bands for ratification of their Band Specific Agreements which shall include such reasonable costs relating to independent legal and other expert advice as may be agreed to therein.
- (b) Canada agrees to pay to each Entitlement Band, within sixty (60) days of the date of its execution of a Band Specific Agreement, the sum of One Hundred Thousand (\$100,000.00) Dollars for the purpose of assisting the Entitlement Band with Acquisition Costs.

- (c) Canada agrees to pay each Entitlement Band, within sixty (60) days of the Execution Date or the date of its adherence pursuant to section 10.02, whichever is later, any sums remaining to be advanced to the Entitlement Band in respect of planning costs and as may have been agreed to between Canada and such Entitlement Band prior to the Execution Date.

11.08

PAYMENT OF TAXES:

- (a) The Entitlement Bands agree that the Trustees shall be responsible for the payment of all taxes lawfully levied against Lands, Minerals and Improvements or the occupants thereof Purchased pursuant to this Agreement and their Band Specific Agreement, from the date of Purchase by the Trustees until the date that the same are transferred to Canada.
- (b) Subject to subsection (c), the Entitlement Bands agree to pay all taxes lawfully levied against Entitlement Land or the occupants thereof (or grants-in-lieu of such taxes from the date the Entitlement Lands are transferred to Canada) until the date the same is set apart as an Entitlement Reserve.
- (c) In the event that the creation of an Entitlement Reserve does not occur within seventy-five (75) days of the latest of the following dates:
 - (i) the date that the Entitlement Land is eligible to be transferred to Canada hereunder for creation as an Entitlement Reserve;
 - (ii) the date that the Entitlement Band has requested in writing that such Entitlement Land be transferred to and accepted by Canada; and
 - (iii) the date of receipt by Canada of all registerable documents, in registerable form, necessary to effect the transfer of title to the Entitlement Land to Canada in the form required hereby (including all necessary discharges, replacement instruments, provincial Orders in Council, and all other associated interests in respect thereof);

Canada agrees to pay to the Trustees an amount equivalent to the taxes levied against the said Entitlement Land which the Trustees have paid and which relate to any period following such seventy-five (75) day period.

11.09

TRANSFER BY SASKATCHEWAN OF RESIDUAL INTERESTS:

Saskatchewan agrees to transfer to Canada, without compensation, in respect of all Entitlement Land which Canada sets apart as an Entitlement Reserve pursuant to this Agreement and any Band Specific Agreement, the administration and control of all residual interests held by the Crown in right of Saskatchewan including, without limitation:

- (a) all right, title and interest in respect of such Entitlement Land vested in Saskatchewan;
- (b) any right and reservation in respect of such Entitlement Land vested in Saskatchewan by virtue of any statute of the Province of Saskatchewan;

and Saskatchewan shall not retain any reservation, express or implied, whether such Entitlement Land was Purchased from Saskatchewan or any Person, and such transfer shall be effective upon creation of the Entitlement Reserve.

11.10 POST RESERVE UNDERTAKING:

In the event Entitlement Land is set apart as an Entitlement Reserve adjacent to an Urban Municipality or Northern Municipality, the Entitlement Band agrees to give favourable consideration to establishing compatible zoning by-laws consistent with those in place, from time to time, in any adjoining portion of the Urban Municipality or Northern Municipality.

11.11 PROCESS REVIEW:

The parties to this Agreement agree that a review will take place within three (3) years from the Execution Date to determine if the provisions in sections 11.02 to 11.04, inclusive, and Schedule 6 require adjustment or amendment and, where agreed upon, such required changes shall be made, and such adjustments as are subsequently agreed upon shall thereafter be made from time to time with the agreement in writing of the affected parties.

11.12 TERM OF ENTITLEMENT RESERVE CREATION PROCEDURES:

- (a) The procedures set forth in Schedule 6 and in sections 11.02 to 11.04 inclusive (in this section the "Entitlement Reserve Creation Procedures") shall, unless otherwise agreed to in writing by Canada, Saskatchewan and the Entitlement Bands, be in effect for a period of at least fifteen (15) years from the Execution Date.

- (b) As soon as reasonably possible following the fourteenth (14th) anniversary of the Execution Date, the Parties agree to enter into good faith negotiations to determine what additional period of time, if any, the Entitlement Reserve Creation Procedures shall continue to be effective and what amendments, if any, are required thereto.
- (c) In the event that the parties are unable to agree in writing upon an extension of the applicable time period or any required amendments on or before the expiration of the fifteen (15) year period referred to in subsection (a), the Entitlement Reserve Creation Procedures shall continue to be applicable thereafter for a further period of three (3) years, at which time, unless otherwise agreed in writing amongst the parties, Canada's then current policy on Reserve creation shall thereafter be substituted as the procedure for Entitlement Reserve creation.

ARTICLE 12**TAX LOSS COMPENSATION****12.01** **CANADA'S COMPENSATION - RURAL MUNICIPALITIES:**

Canada and Saskatchewan agree that, within ninety (90) days of the date upon which Taxable Land which had been situated within a Rural Municipality is set apart as an Entitlement Reserve, Canada shall pay to the Rural Municipal Compensation Fund seventy (70%) percent of a sum that is equivalent to ninety (90%) percent of twenty-five (25) times the Municipal Taxes which had been levied in respect of such Taxable Land in the calendar year immediately prior to the said date.

12.02 **SASKATCHEWAN'S COMPENSATION - RURAL MUNICIPALITIES:**

Canada and Saskatchewan agree that, within ninety (90) days of the date upon which Taxable Land which had been situated within a Rural Municipality is set apart as an Entitlement Reserve, Saskatchewan shall pay to the Rural Municipal Compensation Fund thirty (30%) percent of a sum that is equivalent to ninety (90%) percent of twenty-five (25) times the Municipal Taxes which had been levied in respect of such Taxable Land in the calendar year immediately prior to the said date.

12.03 **PAYMENTS SUBJECT TO AMENDED COST SHARING AGREEMENT:**

Canada and Saskatchewan agree that the amounts payable to the Rural Municipal Compensation Fund pursuant to section 12.01 and section 12.02, shall be subject to the expenditure limitation set forth pursuant to section 6.2 of the Amended Cost Sharing Agreement.

12.04 **CANADA'S COMPENSATION - SCHOOL DIVISIONS:**

Canada and Saskatchewan agree that, within ninety (90) days of the date upon which Taxable Land which had been situated within a Rural Municipality is set apart as an Entitlement Reserve, Canada shall pay to the School Division Compensation Fund seventy (70%) percent of a sum that is equivalent to seventy (70%) percent of twenty-five (25) times the School Takes which had been levied in respect of such Taxable Land in the calendar year immediately prior to the said date.

12.05 **SASKATCHEWAN'S COMPENSATION - SCHOOL DIVISIONS:**

Canada and Saskatchewan agree that, within ninety (90) days of the date upon which Taxable Land which had been situated within a Rural Municipality is set apart as an Entitlement Reserve, Saskatchewan shall pay to the School Division Compensation Fund thirty (30%) percent of a sum that is equivalent to seventy (70%) percent of twenty-five (25) times the School Taxes which had been levied in respect of such Taxable Land in the calendar year immediately prior to the said date.

12.06 **PAYMENTS SUBJECT TO CERTAIN LIMITATIONS:**

Canada and Saskatchewan agree that the amounts payable to the School Division Compensation Fund pursuant to section 12.04 and section 12.05, respectively, shall be subject to the expenditure limitations set forth pursuant to section 7.02 of the Amended Cost Sharing Agreement.

12.07 **INTEREST ON ARREARS:**

Arrears of any sums payable by Saskatchewan or Canada to the Rural Municipal Compensation Fund or the School Division Compensation Fund shall bear interest at the Interest Rate.

12.08 **NO EFFECT ON TUITION AGREEMENTS:**

The parties agree that nothing in this Article shall be deemed to affect tuition agreements entered into or to be entered into between Canada, an Entitlement Band or any School Division, including any school division in the Northern Administration District.

12.09 **NOTICE RESPECTING TRANSFER OF TAXABLE LAND:**

- (a) Canada shall use its best efforts to give Saskatchewan appropriate prior notice of the date upon which it is intended that any Taxable Land is to be set apart as an Entitlement Reserve.
- (b) Saskatchewan shall use its best efforts to ensure that the Saskatchewan Association of Rural Municipalities ("SARM") receives appropriate prior notice in respect of the proposed creation of an Entitlement Reserve following receipt of notice to such effect from Canada as aforesaid, and that SARM determines, on or before the date such Taxable Land is set apart as an Entitlement Reserve, the Municipal Taxes and School Taxes which had been

levied in respect of such Taxable Land in the calendar year immediately prior to the said date.

- (c) In the event of any dispute as to the appropriate amount of tax loss compensation payable to the Rural Municipal Compensation Fund or the School Division Compensation Fund, the same shall be the subject of Arbitration pursuant to Article 19 and SARM shall have standing before the Arbitration Board.

12.10

NO ADDITIONAL COMPENSATION PAYABLE BY ENTITLEMENT BANDS:

It is hereby agreed by Saskatchewan that no compensation shall be payable by an Entitlement Band to any Rural Municipality or School Division to compensate any such Rural Municipality or School Division for the loss of Municipal Taxes or School Takes on Taxable Land, respectively, in respect of either the Purchase of Entitlement Land or the setting apart by Canada of such Entitlement Land as an Entitlement Reserve.

ARTICLE 13**TAXATION****13.01** **TAXATION OF TRUST PROPERTY:**

Canada and Saskatchewan acknowledge that the Entitlement Monies placed into the Treaty Land Entitlement (Saskatchewan) Fund and as may be subsequently paid to an Entitlement Band and deposited into its Trust Account, are monies given to the Entitlement Bands under this Agreement in fulfilment of Canada's Treaty land entitlement obligations in respect of such Entitlement Bands.

13.02 **GOODS & SERVICES TAX REMISSION:**

- (a) Canada agrees to obtain on behalf of any Entitlement Band which ratifies, executes and delivers a Band Specific Agreement in accordance with Article 10, a remission order respecting tax otherwise payable pursuant to Part IX of the ***Excise Tax Act***, R.S.C. 1985, c. E-15 ("Goods and Services Tax"), as the same relates to the purchase price incurred in acquiring Entitlement Lands, Minerals or Improvements up to, but not exceeding, the greater of the Entitlement Band's Equity Quantum or Saskatchewan Formula Quantum.
- (b) Canada further agrees that, pursuant to the Technical Information Bulletin issued by the Department of National Revenue, Customs and Excise, regarding the Goods and Services Tax ("GST") Administrative Policy applicable to Indians (known as B-039 dated January 4, 1991), Acquisition Costs such as accounting, legal, consulting, appraisal and other related costs associated with the acquisition of real property by an Entitlement Band are relieved of the GST and shall be exempt for the purposes of this Agreement.

13.03 **TAXATION OF PUBLIC UTILITY COMPANIES:**

Canada and the Entitlement Bands agree that, pursuant to the terms of the Replacement Public Utility Easements, no Public Utility Company shall be required to pay any taxes, duties, tolls, imposts or levies of any kind or nature howsoever charged, imposed or assessed by Canada, the Band or any federal authority in respect of the distribution lines, transmission lines or other works installed upon Entitlement Reserve land, save and except:

- (a) such existing taxes, duties, tolls, imposts or levies, if any, including any future increases related thereto, which are, as at the Execution Date, charged, imposed or assessed by Canada or any federal authority; and
- (b) any other taxes, duties, tolls, imposts or levies of general application, if any, which are hereafter lawfully charged, imposed or assessed by Canada, the Band or any federal authority, both on and off Reserve lands, and which the Public Utility Companies would otherwise be required to pay.

ARTICLE 14**EXISTING AND FUTURE PROGRAMS****14.01** **PROGRAMS UNAFFECTED:**

Canada agrees with the Entitlement Bands that federal programs and services shall continue to apply to the Entitlement Bands on the same basis as to other Indian bands in Canada, in accordance with the criteria established from time to time for the application of program funding.

14.02 **EXISTING PROGRAMS:**

- (a) The Entitlement Bands agree with Canada that neither the execution of this Agreement, nor a Band Specific Agreement, shall entitle any Entitlement Band to any funding per capita in addition to the existing program funding from the Department for the development of infrastructure or capital expenditure for any improvement to Reserve and/or Entitlement Reserve Lands, provided that each Entitlement Band shall be entitled to apply on a per capita basis for existing or any future program funds.
- (b) The Entitlement Bands agree with Canada that any application for additional program funding for the development of infrastructure or capital expenditure shall be made separate and apart from any submission for Entitlement Reserve creation.
- (c) The parties agree that nothing in this Agreement is intended, nor shall it be construed in any way, to represent the payment or allocation to any of the Entitlement Bands by Canada or Saskatchewan of any existing or future program funding otherwise available to any of the Entitlement Bands.

14.03 **NO EFFECT ON CERTAIN MATTERS:**

Pursuant to *An Act to Amend the Indian Act*, R.S.C. 1985, c.32 (1st Supp.), provision was made for certain individuals to apply for registration as Indians. In respect of any such individuals who were entitled to be registered Indians pursuant to the Act as of March 31, 1991, but were not registered as of April 15, 1992, the terms and conditions of this Agreement (and in particular Article 15) shall not apply. Nothing in this section shall be deemed to be an admission, confirmation or denial by Canada of any rights or obligations in respect of such individuals, nor any admission by any Entitlement Band which determines its own membership pursuant to the Act that any of such individuals who are not included as members of the Entitlement Band are

entitled to any Entitlement Band membership rights, or any existing or future Entitlement Band funding or programs.

ARTICLE 15**ENTITLEMENT BAND RELEASE, INDEMNITY AND FINALITY****15.01****RELEASE OF CANADA BY ENTITLEMENT BANDS:**

Subject to the provisions of sections 15.06 and 15.08, the Entitlement Bands agree, for and on behalf of each Member of such Entitlement Band, that upon ratification, execution and delivery of a Band Specific Agreement, they shall:

- (a) cede, relinquish and abandon unto Canada and forever discharge and release Canada, Her servants, agents and successors from all claims, rights, title and interest of such Entitlement Band under Treaty relating to land entitlement, and all obligations imposed on, and all promises, undertakings or representations made by Canada under or relating to Treaty land entitlement to such Entitlement Band, or its predecessors in title, and shall further waive any right, action or cause of action, claim, demand, damage, cost, expense, liability and entitlement of whatever nature and kind, whether known or unknown, which such Entitlement Band or any of its Members, whether past, present or future (including their respective heirs, administrators, executors, successors and assigns) ever had, now have, or may hereafter have against Canada by reason of, or in any way arising out of such Treaty land entitlement;
- (b) agree to forthwith abandon and formally discontinue any legal proceeding commenced against Canada or Saskatchewan and not to assert any cause of action, action for declaration, Claim, or demand of whatsoever kind or nature which the Entitlement Band or any of its Members, whether past, present or future (including their respective heirs, administrators, executors, successors and assigns) ever had, now have or may hereafter have against Canada or Saskatchewan relating to or arising from any Treaty land entitlement and in particular agree, in respect of any court action for outstanding Treaty land entitlement, to forthwith file a Notice of Discontinuance in respect of any legal proceeding taken by the Entitlement Band or any Member thereof for relief, annexing thereto a copy of its Band Specific Agreement as Minutes of Settlement of the action, and upon discontinuance of such proceedings each party agrees to bear their own costs of the action; and
- (c) notwithstanding subsections (a) and (b) above, but for greater certainty, nothing herein is intended, nor shall it be construed, as affecting any right, action or claim of any Entitlement Band (other than in respect of outstanding Treaty land entitlement) including any right, claim or action in respect of any improper surrender, alienation, or other disposition by Canada of Reserve lands, claims relating to traditional Indian lands (unrelated to outstanding Treaty land entitlement), or any other right, action or claim (unrelated to

outstanding Treaty land entitlement) which may now exist or hereafter arise. Provided, however, nothing in this section shall be interpreted as any admission or denial by Canada respecting the validity of any such actions or claims.

15.02

ENTITLEMENT BAND INDEMNITY:

- (a) Subject to the provisions of section 15.06, the Entitlement Bands agree that, conditional upon ratification, execution and delivery of their respective Band Specific Agreements:
 - (i) to indemnify and forever save harmless Canada from and to be responsible for any and all manner of suits, actions, causes of action, claims, demands taken or initiated against Canada, and all damages, costs, expenses or liabilities incurred by Canada whether by settlement or as a result of a decision of a court, and whether now known or unknown, related to or arising out of or in respect of its Treaty land entitlement which any entity or person, including Members of the Entitlement Band or any of the Entitlement Band's past, present or future Members, and all of those persons eligible to participate in this settlement or any of their respective heirs, successors and assigns, ever had, now have or may hereafter have against Canada in such respect, and, subject to section 14.03, any present or future claim, liability or demand based, in whole or in part, on membership (or the lack of recognition thereof by the Entitlement Band) in the Entitlement Bands; and
 - (ii) to indemnify and forever save harmless Canada from and to be responsible for any and all manner of suits, actions, causes of action, claims or demands taken or initiated against Canada, and all damages, costs, expenses or liabilities incurred by Canada, whether by settlement or as a result of a decision of a court, whether now known or unknown, related to or arising out of or in respect of the deposit of the Entitlement Monies to such Entitlement Band's Trust Account, the administration of the Trust Property, or for the expenditure or administration of any amount paid or administered pursuant to this Agreement, its Band Specific Agreement or the Trust Agreement, which any entity or person, including Members of the Entitlement Bands or any of the Entitlement Band's past, present or future Members, and all of those persons eligible to participate in this settlement, any of their respective heirs, successors or assigns, ever had, now have or may hereafter have against Canada and, subject to section 14.03, including any present or future claim, liability or demand based, in whole or in part, on membership (or the lack of recognition thereof by such Entitlement Band) in the Entitlement Band.

15.03**INDEMNITY PROCEDURES:**

- (a) Canada shall use all reasonable efforts to notify an Entitlement Band of a claim or possible claim for indemnification hereunder within a reasonable time following the date that facts, events or circumstances exist and are known to Canada of the basis of a claim in respect of which indemnification hereunder exists or is likely to arise, provided that an Entitlement Band shall not be entitled to avoid liability for indemnification by reason of Canada's failure to give timely notice except to the extent that the Entitlement Band can prove it has been actually prejudiced thereby.
- (b) With respect to any claim for indemnification under section 15.02 arising out of any legal proceedings instituted or any claim or demand asserted by any third party, Canada shall assume and thereafter control the defence of such proceedings, claim or demand and any negotiations in respect thereof and the affected Entitlement Band and its counsel shall have the right, at the Entitlement Band's option and expense, to collaborate therein. To that end, the affected Entitlement Band shall be entitled to have knowledge (on a strictly confidential basis) of the steps being taken in respect of such proceedings, claim or demand and to make suggestions as to the conduct of the defence to Canada and its counsel and no settlement shall be entered into without the written consent of the affected Entitlement Band (which shall not be unreasonably withheld). The parties shall endeavour to jointly instruct counsel in the defence of such proceedings, claim or demand, and any negotiations towards settlement thereof.
- (c) In the event that Canada is prepared to settle any claim or action and the Entitlement Band is not prepared to do so, then provided the Entitlement Band provides satisfactory security (or, at Canada's option, other evidence of an ability to adequately honour its indemnity hereunder) Canada shall continue to defend any such claim or action, and instruct counsel in respect of such, claim or action.
- (d) The parties agree to act in good faith and upon the advice of counsel and to co-operate fully with each other in connection with the defence, negotiation or settlement of any third party legal proceedings, claim or demand relating to an indemnified matter hereunder including providing access to all books, records and documents as are reasonably necessary to collaborate in or control, as the case may be, the defence of the legal proceedings, claim or demand.
- (e) In the event Canada should be held to be liable as a result of any claim or action contemplated hereunder (including in respect of any claim or action based on the deposit of any Entitlement Monies to a Trust Account, or in respect of any claim, demand or other liability relating to the administration of

Trust Property or the expenditure or administration of any amount paid or administered pursuant to this Agreement, a Band Specific Agreement or Trust Agreement) as a result of a judgment obtained in a legal action taken by the Entitlement Band or by any other entity or persons whomsoever, each of the Entitlement Bands acknowledge that Canada may, in enforcing the provisions of section 15.02, elect to utilize subsection 4(2) of the Act (in respect of section 89 of the Act) for the purpose of recovering from the relevant Entitlement Band any agreed upon settlement amount or resulting judgment in favour of Canada against such Entitlement Band.

15.04 **FULL AND FINAL SATISFACTION:**

Subject to sections 15.06 and 15.08, the Entitlement Bands agree that this Agreement and their respective Band Specific Agreement, jointly, are intended to and do give effect to the full and final satisfaction of any and all obligation or undertaking of Canada relating to Treaty land entitlement in respect of the Entitlement Band including, without limitation, all manner of costs, legal fees, travel expenses and other costs incurred by the Entitlement Band or their representatives in negotiations relating to this Agreement or otherwise and that Canada, by carrying out its obligations pursuant thereto, shall be deemed to have completely fulfilled, and thereby concluded, the Treaty land entitlement rights of each Entitlement Band that is a signatory thereto, and the Treaty land entitlement obligations of Canada to such Entitlement Bands.

15.05 **FINALITY - CANADA AND ENTITLEMENT BANDS:**

Subject to subsection 15.01(c) and section 15.08, and subject to and conditional upon ratification, execution and delivery by an Entitlement Band of its Band Specific Agreement, the Entitlement Bands agree that this Agreement and such Band Specific Agreement, jointly, set forth, in full and complete manner, the actions necessary to implement and fulfil the terms of their respective Treaties in respect of land entitlement and, by carrying out its obligations under such Band Specific Agreement and under this Agreement, Canada's Treaty land entitlement obligations shall be fulfilled.

15.06 **NO RELIANCE ON RELEASE, INDEMNITY OR FINALITY IN CERTAIN CIRCUMSTANCES:**

- (a) Notwithstanding sections 15.01 to 15.04, inclusive, Canada agrees that it shall not rely on the provisions thereof in respect of an Entitlement Band in the event that Canada has failed, and is continuing to fail, in any material way, to comply with the following covenants in favour of such Entitlement Band, namely:

- (i) Canada's obligation to pay such Entitlement Band's Entitlement Monies in accordance with the provisions for payment set forth in Article 3;
- (ii) prior to the earliest of:
 - (A) the Entitlement Band's Shortfall Acres Acquisition Date; or
 - (B) the twelfth (12th) anniversary of the Execution Date;

Canada's obligation to set apart Land as an Entitlement Reserve in accordance with the provisions hereof and of the Band Specific Agreement (subject always to, compliance by such Entitlement Band with the terms hereof and its Band Specific Agreement and, in particular, the provisions set forth in Articles 4 to 9, Article 11 and Schedule 6 of this Agreement);

and, for greater certainty, Canada further agrees that, prior to the earliest of the dates referred to in subparagraphs (a)(ii)(A) and (B), if any damages are incurred by such Entitlement Band as the direct result of any default by Canada in fulfilling its other monetary obligations hereunder (including, without limitation any failure by Canada to honour any of its obligations as set forth in subsection 11.07(a) hereof), the provisions of sections 15.01 to 15.04, inclusive, shall, unless such damages have been paid by Canada to the Entitlement Band, be ineffective as against any action based on Treaty land entitlement commenced by such Entitlement Band, but only to the extent of such actual and unpaid damage.

- (b) Canada further agrees that it will not rely upon the provisions of sections 15.01 to 15.04, or subparagraph 15.06(a)(ii)(B), in respect of any particular Entitlement Band, in the event that such Entitlement Band has otherwise complied with the terms hereof and the cause for the Entitlement Band's failure to reach its Shortfall Acres Acquisition Date has been as a direct result of Canada's failure to create Entitlement Reserves pursuant to this Agreement as opposed to any non-creation of Entitlement Reserves which has been caused by the failure of any other party to honour its obligations hereunder.

15.07

NO ADMISSION:

Nothing in this Article shall be deemed or construed to be an admission by the Entitlement Bands or Canada of the extent of their respective Treaty land entitlement rights and obligations.

15.08 **NO EFFECT ON FUTURE VARIATION:**

In the event that at any time hereafter any variation or amendment of Treaty affecting an Entitlement Band is agreed to by Canada and formally concluded, then, except as may be agreed upon at such time, neither this Agreement nor any Band Specific Agreement shall be interpreted as affecting, precluding, or derogating from any such variation or amendment. Nothing in this section shall be deemed to be, or interpreted as, any presumption, intention or expectation that any variation or amendment of any Treaty is actually contemplated or required.

15.09 **STAY OF PROCEEDINGS:**

Each of the Entitlement Bands which has, prior to the Execution Date, commenced any action based, in whole or in part, on Canada's Treaty land entitlement obligations, or any Other alleged obligations of Canada and/or Saskatchewan in respect thereof, hereby agree with Canada and Saskatchewan that, from and after execution and delivery of this Agreement and pending the earliest of:

- (a) the ratification, execution and delivery by such Entitlement Band of its Trust Agreement and Band Specific Agreement; or
- (b) the third (3rd) anniversary of the Execution Date;

it shall forthwith cease to pursue, prosecute, initiate or otherwise advance any such legal action against Canada or Saskatchewan in respect thereof.

ARTICLE 16

CANADA AND ENTITLEMENT BANDS - FINALITY OF SETTLEMENT RESPECTING SASKATCHEWAN

16.01 **FINALITY - CANADA AND SASKATCHEWAN:**

- (a) Canada, Saskatchewan and the Entitlement Bands agree that the financial and other contributions to be made by Saskatchewan pursuant to the Amended Cost Sharing Agreement and this Agreement are a means by which Saskatchewan shall fulfil its obligations under paragraph 10 of the **Natural Resources Transfer Agreement** with respect to the Treaty land entitlement of each Entitlement Band which signs a Band Specific Agreement.
- (b) Canada and Saskatchewan acknowledge that an agreement to be entered into between Canada and Saskatchewan (as set out in Schedule 4) provides for the release and discharge of the obligations of Saskatchewan under paragraph 10 of the **Natural Resources Transfer Agreement** and that Canada and Saskatchewan agree to recommend to the Parliament of Canada and the Legislative Assembly of Saskatchewan, respectively, enactment of statutes ratifying and confirming the agreement.

16.02 **RELEASE BY CANADA AND ENTITLEMENT BANDS:**

- (a) Canada and each of the Entitlement Bands hereby agree that, after ratification, execution and delivery of a Band Specific Agreement, as long as Saskatchewan is paying to Canada and the Treaty Land Entitlement (Saskatchewan) Fund the amounts required to be paid by Saskatchewan in respect of each of the said Entitlement Bands in accordance with this Agreement, and Saskatchewan has not failed, in any material way, to comply with its other obligations hereunder:
 - (i) the Superintendent General of Indian Affairs shall not request Saskatchewan to set aside any land pursuant to paragraph 10 of the **Natural Resources Transfer Agreement** to fulfil Canada's obligations under the Treaties in respect of that Entitlement Band; and
 - (ii) the Entitlement Band shall not make any claim whatsoever that Saskatchewan has any obligation to provide land pursuant to paragraph 10 of the **Natural Resources Transfer Agreement**.
- (b) Notwithstanding subparagraph (a), Canada and each of the Entitlement Bands further agrees to forever release and discharge Saskatchewan, Her heirs, servants, agents and successors from all claims, obligations, promises,

undertakings or representations made by Saskatchewan to Canada relating to Saskatchewan's obligations to assist Canada in fulfilling the Treaty land entitlement of such Entitlement Band, or their predecessors in title, pursuant to paragraph 10 of the *Natural Resources Transfer Agreement* from and after the earlier of:

- (i) the date upon which such Entitlement Band reaches its Shortfall Acres Acquisition Date; or
- (ii) the date upon which Saskatchewan has paid to Canada all amounts required to be paid by Saskatchewan pursuant to this Agreement in respect of such Entitlement Band.

ARTICLE 17

OTHER INDIAN BANDS

17.01 **NO PREJUDICE:**

Nothing in this Agreement shall be interpreted in a manner so as to prejudice:

- (a) the rights or obligations of Canada in respect of any Indian band not a party to this Agreement; or
- (b) the rights of any Indian band not party to this Agreement;

including, without limitation, any Indian band in respect of which Canada may hereafter accept for negotiation a claim for treaty land entitlement.

17.02 **NO CREATION OF RIGHTS:**

Nothing in this Agreement shall be interpreted in a manner so as to create or expand upon rights or confer any rights upon, or to the benefit of, any Indian band not a party to this Agreement.

17.03 **APPLICABILITY OF THIS AGREEMENT AND THE AMENDED COST SHARING AGREEMENT TO OTHER BANDS:**

Canada and Saskatchewan acknowledge that, pursuant to the Amended Cost Sharing Agreement, in the event that it is hereafter determined by Canada that other Bands (other than any Entitlement Band) have substantiated an outstanding treaty land entitlement, on the same or substantially the same basis as the Entitlement Bands, Canada and Saskatchewan shall support an extension of the principles of this Agreement and the Amended Cost Sharing Agreement in order to fulfil the outstanding Treaty land entitlement obligations in respect of such Bands, and, without limitation, acknowledge that they will negotiate any amendments to this Agreement and the Amended Cost Sharing Agreement to ensure that the amounts referred to in Article 4, section 6.2 and section 7.2 thereof are adjusted to ensure that the interests of Canada, Saskatchewan, such Bands and affected local governments are dealt with in a fair and equitable manner.

17.04 OTHER NEGOTIATIONS:

Canada and Saskatchewan agree that nothing in this Agreement shall prejudice the ability of other Bands whose claim has been accepted for negotiation. from concluding separate arrangements with Canada to settle their outstanding land entitlement.

ARTICLE 18**SETTLEMENT BOARD****18.01****SETTLEMENT BOARD:**

- (a) Within six (6) months from the Execution Date, Canada, Saskatchewan and the Entitlement Bands agree to establish a Settlement Board the purpose of which is to oversee and facilitate the implementation of:
 - (i) this Agreement; and
 - (ii) Band Specific Agreement(s);by providing an informal, non-binding, forum for the respective parties where practical solutions and innovative methods may be arrived at before questions or issues become disputes requiring binding arbitration or court proceedings.
- (b) Any party to this Agreement may submit any question concerning the implementation of this Agreement or a Band Specific Agreement to the Settlement Board for consideration.
- (c) The Settlement Board may issue recommendations with respect to any question submitted to it. The recommendations shall not be binding upon any of the parties but shall be for guidance and direction only.
- (d) The Settlement Board may decline to consider any question submitted to it on the basis that:
 - (i) it relates to a matter that is more properly referred to binding arbitration pursuant to Article 19 of this Agreement or in accordance with any Band Specific Agreement; or
 - (ii) it involves the determination of questions more properly referred to the courts; or
 - (iii) it involves a matter which the Settlement Board considers to be frivolous or vexatious.
- (e) The Settlement Board shall be chaired by an independent person appointed by agreement of the parties.
- (f) Any Person not a party to this Agreement may attend a meeting of the Settlement Board upon the invitation of a party and with the agreement of the chairperson and the other parties.

- (g) The proceedings of the Settlement Board shall at all times be conducted on a "without prejudice" basis and none of the documents, representations or other sources of information provided in respect thereof shall be utilized or relied upon by any party (save and except for the party making or delivering the same) with respect to any arbitration conducted pursuant to this Agreement or before any Court.
- (h) Any matter concerning the procedures and the operations of the Settlement Board not dealt with herein or hereafter determined by agreement between the parties, shall be dealt with in any manner determined appropriate by the Settlement Board.
- (i) The parties agree that more precise terms of reference for the Settlement Board will be developed within six (6) months of the Execution Date and, thereafter, will be reviewed after a six (6) month trial period.
- (j) Subject to any agreement referred to in subsection 18.01(h), each party shall be responsible for their own costs incurred in connection with the Settlement Board.

ARTICLE 19**ARBITRATION****19.01****ARBITRATION BOARD:**

- (a) An arbitration tribunal (the "Arbitration Board") shall be established to adjudicate upon the disputes contemplated in section 19.02 of this Agreement.
- (b) The membership of the Arbitration Board shall be as contemplated in subsections 19.07(c) and (d). There shall be a permanent and independent chairperson of the Arbitration Board (the "Chairperson") who shall be appointed, within six (6) months of the Execution Date, by agreement amongst Canada, Saskatchewan and a majority of the Entitlement Bands for a term to also be agreed upon.
- (c) If either of the independent arbitrators (including the Chairperson) referred to in subsections 19.07(c) and (d) are unable to act, Canada, Saskatchewan and a majority of the Entitlement Bands shall agree upon a replacement within twenty (20) days.
- (d) In the absence of an agreement within the period mentioned in subsection (c), the remaining arbitrators shall determine a replacement.

19.02**MATTERS FOR ARBITRATION:**

- (a) Canada, Saskatchewan and the Entitlement Bands further agree that should a dispute arise between any of them with respect to the following matters, that the dispute may be referred to the Chairperson for resolution:
 - (i) selection of the independent appraiser to determine the value of Crown Lands or Crown Improvements that either Canada or Saskatchewan have agreed to sell to an Entitlement Band;
 - (ii) selection of the independent appraiser to determine the value of Crown Minerals that either Canada or Saskatchewan have agreed to sell to an Entitlement Band;
 - (iii) selection of the independent appraiser to determine the fair market value compensation to be paid to Canada and/or an Entitlement Band in respect of Improvements or developments pursuant to subparagraph 7.02(c)(iv)(B);

- (iv) the determination as to whether any particular parcel of Crown Land is:
 - (A) Shore Land;
 - (B) located within the boundaries of a Northern Municipality;
 - (C) Productive Forest Land;
 - (D) located within fifty (50) kilometres of the boundary of an Urban Municipality or a Northern Municipality; or
 - (E) located inside or outside of any of those areas referred to in subsection 4.09(b);
 - (v) the determination of any payment required to be made by Canada or Saskatchewan to the Rural Municipal Compensation Fund or the School Division Compensation Fund pursuant to Article 12;
 - (vi) the determination as to whether any particular Waterbody has an area greater than one thousand (1,000) acres;
 - (vii) the determination as to whether any particular Waterbody has a width, at any point adjacent to Crown Land in question, of twenty (20) meters or more;
 - (viii) the determination of any other matter which has been indicated herein as being the subject of any determination by the Chairperson; and
 - (ix) the selection of an independent appraiser with respect to any other matter which has been indicated herein as being subject to determination by an independent appraiser.
- (b) Canada, Saskatchewan and the Entitlement Bands agree that should a dispute arise between any of them with respect to the following matters, the dispute may be referred to the Arbitration Board for resolution:
- (i) whether a particular Waterbody is, or will be, wholly enclosed within an Entitlement Reserve and has no Discernible Surface Outlet;
 - (ii) the appropriate representation of an Entitlement Band on a Co-Management Board;
 - (iii) whether a Provincial Road is used primarily to provide access to locations within an Entitlement Reserve;

- (iv) whether Improvements have been placed upon an Undeveloped Road Allowance or immediately adjacent thereto and whether those Improvements can easily be relocated;
 - (v) whether any of the lands, properties, sites or areas referred to in subsection 4.07(b) are so designated, or proposed to be so designated, at the time an Entitlement Band indicates in writing that it wished to Purchase such land;
 - (vi) any arbitration involving an Entitlement Band, Saskatchewan, Canada and a Northern Municipality or School Division pursuant to section 4.10;
 - (vii) the determination as to whether any particular parcel of land is the subject of the freeze policy pursuant to section 4.12;
 - (viii) resolution of any dispute with respect to the existence of a Public Purposes Plan arising pursuant to subparagraph 5.04(a)(vi);
 - (ix) determination of any matter relating to the relocation of Improvements as contemplated in subparagraph 7.02(c)(iv)(A);
 - (x) determination of any dispute respecting the creation of any urban Reserve referred to in subsection 9.01(c);
 - (xi) the determination of any dispute respecting the amount of any Provincial Mineral Revenues for the purposes of sections 5.07 or 5.08; and
 - (xii) the determination of any other matter which has been indicated herein as being the subject of any determination by the Arbitration Board.
- (c) The parties, or any of them, may agree to submit any other dispute between them to either the Chairperson or the Arbitration Board.

19.03

COMPENSATION AND COSTS:

The Arbitration Board (or, where applicable, the Chairperson) shall, in addition to adjudicating on the merits of the dispute presented, determine, at their (or the Chairperson's) discretion, the liability among the parties to the arbitration in respect of the compensation payable by any of such parties to the arbitrator(s) and relating to the cost of the arbitration. The costs of the arbitration to the parties and the compensation payable to the arbitrators shall, subject to the Arbitration Board's (or, where applicable, the Chairperson's) discretion, be awarded, allocated and shall be payable commensurate

with the relative success of the parties to the arbitration with respect to the issues considered in the arbitration.

19.04 **CONFIDENTIALITY:**

The parties to an arbitration shall use all reasonable efforts to ensure that the Arbitration Board and any arbitrator appointed to the Arbitration Board pursuant to this Article shall keep confidential all information received in connection with the arbitration, except for disclosure of such information to the parties involved in the arbitration.

19.05 **DELIVERY OF WRITTEN COMMUNICATIONS:**

All written communications shall be delivered to Canada and Saskatchewan at the addresses set forth in Article 20 hereof and to the address of any affected Entitlement Band as set forth in its Band Specific Agreement, and in any case a party may change or amend its address in accordance with the terms of Article 20.

19.06 **GOVERNING LEGISLATION:**

- (a) Subject to the terms of this Agreement, or unless otherwise agreed by the parties, each arbitration pursuant to this Agreement shall be governed by and conducted pursuant to the Commercial Arbitration Code (the "Code") being a schedule to the ***Commercial Arbitration Act***, R.S.C. 1985, c.-17 (2nd Supp.) and all regulations made and, from time to time; in force under that Act.
- (b) Except as otherwise provided herein, the Arbitration Board shall determine its own procedure and all questions relating to the conduct of the arbitration.

19.07 **AGREEMENT RESPECTING THE COMMERCIAL ARBITRATION CODE:**

The parties, with respect to the Code, agree as follows:

- (a) **Article 1:** For the purpose of Article 1 of the Code, the matters subject to arbitration herein shall constitute a "commercial arbitration";
- (b) **Article 7:** For the purpose of Article 7 of the Code, this Article shall constitute the "Arbitration agreement";
- (c) **Article 10:** Pursuant to Article 10 of the Code, the number of arbitrators comprising the Arbitration Board, unless otherwise agreed by the parties, shall

be three (3) in the event the disagreement involves only two parties to this Agreement and shall be five (5) in the event the disagreement involves all three parties. For the purposes of this Article 19, one or more Entitlement Bands requiring resolution of the same issue shall be considered to be one party;

- (d) **Article 11:** Pursuant to Article 11(2) of the Code, but subject to subsection (c), each of the parties to this Agreement involved in a dispute shall have the right to appoint one (1) arbitrator, with the Chairperson and, if required for a five (5) member board, any remaining arbitrator (collectively the "independent arbitrators") to be appointed by the arbitrators appointed by the parties;
- (e) **Article 20:** Pursuant to Article 20 of the Code, each arbitration pursuant to this agreement shall be conducted at Saskatoon, Saskatchewan, or at such other place as the parties may agree;
- (f) **Article 22:** Pursuant to Article 22 of the Code, the language used in all arbitral proceedings shall be English;
- (g) **Article 28:** Pursuant to Article 28 of the Code, the rules of law applicable to any disagreement before the Arbitration Board shall, be:
 - (i) the laws of Saskatchewan;
 - (ii) the laws of Canada; and
 - (iii) where not inconsistent or incompatible with the foregoing, such other legally enforceable laws;

which are applicable in Saskatchewan and in effect at the time the disagreement arose;

- (h) **Article 34:** Reference in Article 34 of the Code to a court shall be interpreted as meaning a reference to the Federal Court (Trial Division) or, where applicable, any Court of Appeal therefrom in the event that Canada is a party to the disagreement and, in any other case, shall mean the Saskatchewan Court of Queen's Bench, and any Court of Appeal therefrom.

19.08

ARBITRATION BINDING:

- (a) Subject to the provisions of the *Commercial Arbitration Act* and the Code, the decision of the Arbitration Board shall be final and binding, except in relation to a ruling by the Chairperson or by the Arbitration Board with respect to the Chairperson's or the Arbitration Board's own jurisdiction hereunder.

- (b) All decisions of the Arbitration Board shall be made by a majority. Nothing in this subsection (b) shall be interpreted as preventing any arbitrator from submitting an individual dissenting opinion.

ARTICLE 20**GENERAL PROVISIONS****20.01** **ENUREMENT:**

This Agreement shall enure to the benefit of and be binding upon Canada and Saskatchewan, and their respective heirs, successors and assigns and, subject to the provisions of Article 22, upon the Entitlement Bands, their respective Members, and each of their respective heirs, successors, legal representatives and permitted assigns.

20.02 **AUTHORITY:**

The Entitlement Bands agree that the Council of each Entitlement Band has duly authorized the Chief of the Entitlement Band by Band Council Resolution to execute and deliver this Agreement and to act for and on behalf of the Members of the Entitlement Band in executing such documents and taking such further measures as may be reasonable or necessary to carry out and implement the terms, intent and meaning of this Agreement.

20.03 **MEMBERS OF SENATE AND HOUSE OF COMMONS:**

To the extent required by the *Parliament of Canada Act*, R.S.C. 1985, c. P-1, no member of the House of Commons or Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit not enjoyed by any other member of the public which may arise out of it.

20.04 **MODIFICATION OR WAIVER:**

No modification or waiver of this Agreement shall be binding upon any of the affected parties unless the modification or waiver is in writing and has been executed by the parties so affected, with the same formality as the execution of this Agreement.

20.05 **TERMS OF THIS AGREEMENT PREVAIL:**

Canada and Saskatchewan agree that if there is any conflict between any of the provisions of this Agreement and the Amended Cost Sharing Agreement with respect to the obligations of Canada and Saskatchewan, *inter se*, the provisions of this Agreement shall prevail except where the contrary intention is expressed in this Agreement.

20.06 **ASSIGNMENT:**

The parties agree that the rights and obligations of the parties hereto may not be assigned or otherwise transferred without the prior written consent of the other parties.

20.07 **EXPANDED MEANINGS:**

Unless the context otherwise necessarily requires, the following provisions shall govern the interpretation of this Agreement:

- (a) words used herein importing the singular number only shall include the plural and vice versa, and words importing the use of any gender shall include all genders;
- (b) the terms "in writing" or "written" include printing, typewriting, or any electronic means of communication by which words are capable of being visually reproduced at a distant point of reception, including by telecopier or telex; and
- (c) references herein to any agreement, including this Agreement or any agreement annexed as an Appendix, shall be deemed to be references to the agreement, as varied, amended, modified, supplemented or replaced from time to time.

20.08 **HEADINGS AND TABLE OF CONTENTS:**

The division of this Agreement into articles, sections, subsections, subparagraphs and other subdivisions, the provision of a table of contents, and the insertion of headings are for convenience of reference only and shall not affect or be utilized in the construction or interpretation hereof.

20.09 **APPLICABLE LAW:**

This Agreement shall be governed by and construed in accordance with all applicable legislation including, without limitation, the laws of Saskatchewan and the laws of Canada applicable therein.

20.10 **STATUTORY REFERENCES:**

All references herein to statutes of either Canada or Saskatchewan shall include, unless a contrary intention is expressed, any such statute as the same may be amended, re-enacted or replaced from time to time and, in respect of any defined term derived from

such statute referred to herein, includes any subsequent definition contained in any statute enacted in substitution therefor, or in modification thereof.

20.11 **CURRENCY:**

All references in this Agreement to dollars are expressed and shall be payable in Canadian currency.

20.12 **AMENDMENT:**

This Agreement shall not be varied, modified, amended, supplemented or replaced except by written agreement executed by the parties hereto.

20.13 **ENTIRE AGREEMENT:**

- (a) Subject to and upon execution by Canada and an Entitlement Band of a Band Specific Agreement, this Agreement and such Band Specific Agreement, jointly, shall constitute the entire agreement between the parties relating to the settlement of outstanding Treaty land entitlement claims in respect of the Entitlement Band, and supersedes and cancels any and all pre-existing agreements and understandings relating thereto including, without in any way limiting the generality of the foregoing, any alleged understanding among the parties commonly known as the "1976 Agreement" or the "Saskatchewan Formula".
- (b) No preliminary drafts or prior versions of this Agreement and the Band Specific Agreement, whether signed or unsigned, and none of the documents, letters, memoranda of position, minutes or other written material delivered or released by any party on a "without prejudice" basis shall be utilized or relied on by any party (save and except for the party which produced, released or delivered the same) to construe the terms or affect the validity or interpretation of this Agreement or any such Band Specific Agreement.
- (c) No representation, inducement, promise, understanding, condition or warranty not set forth herein or therein has been made or relied upon by any party.

20.14 **CURRENT DOLLARS:**

All dollar amounts specified herein refer to dollars of Canada determined in the year of expenditure, without adjustment for inflation.

20.15 **AMBIGUITIES:**

There shall be no presumption that any ambiguity in this Agreement should be interpreted in favour of or against the interests of any of the parties.

20.16 **OBLIGATIONS SEVERAL AND NOT JOINT AND SEVERAL:**

In this Agreement, reference to an acknowledgement or agreement by a given party or by the "Entitlement Bands" is intended by the parties to be an acknowledgement, or agreement by each such party individually, as opposed to an acknowledgement or agreement that is made jointly, or jointly and severally.

20.17 **PLACE OF DELIVERY:**

The address for delivery of any notice or other written communication required or permitted to be given pursuant to this Agreement, including any notice advising another party of any change of address, shall be as follows:

(a) TO CANADA:

The Regional Director General
Saskatchewan Regional Office
Department of Indian Affairs and Northern Development
2110 Hamilton Street
Regina, Saskatchewan
S4P 4K4

With a Copy to:

Associate Deputy Minister
Department of Indian Affairs and Northern Development
Les Terrasses de la Chaudiere
10 Wellington Street
Hull, Quebec
K1A 0H4

(b) TO SASKATCHEWAN:

Indian and Metis Affairs Secretariat
3rd Floor, 1870 Albert Street
Regina, Saskatchewan
S4P 3V7

Attention: Deputy Minister

(c) **TO THE ENTITLEMENT BANDS:**

As set forth in their Band Specific Agreements

20.18 **EFFECTIVE DATE OF NOTICE:**

Any notice or communication shall be sufficient if delivered personally, or if delivered by registered mail, postage prepaid shall be deemed to be effective on the latter of the following dates:

- (a) the date stated in the notice as the effective date of such notice; and
- (b) if mailed by prepaid registered mail, that date five (5) business days after mailing; and
- (c) if delivered personally, on the date of such delivery.

During an actual or anticipated postal disruption or stoppage, postal delivery shall not be used by any party.

20.19 **LEGISLATION:**

In addition to legislation required to vary or amend the ***Natural Resources Transfer Agreement*** contemplated in Article 16, the parties acknowledge that certain other amendments to federal and provincial legislation are required to give full effect to certain provisions of this Agreement. As such, Canada and Saskatchewan agree to present legislation to the Parliament of Canada and the Legislative Assembly of Saskatchewan, respectively, with respect to the following matters:

- (a) **Statutes of Saskatchewan:**
 - (i) the ability of Saskatchewan to transfer water and the beds and shores of Waterbodies to or for the benefit of Entitlement Bands as contemplated in sections 6.01 and 6.02;
 - (ii) the transfer of Minerals to or for the benefit of Entitlement Bands as contemplated in sections 5.03, 5.04, 5.07 and 5.08;
 - (iii) the transfer of residual interests to or for the benefit of Entitlement Bands as contemplated by section 11.09;

- (iv) the authority of Saskatchewan or, where applicable, the Saskatchewan Water Corporation to enter into Co-Management Agreements with Entitlement Bands concerning the matters referred in sections 6.07 and 6.08 and, in particular, to ensure that such agreements are binding upon Saskatchewan or, where applicable, the Saskatchewan Water Corporation according to the terms thereof;
- (v) the authority of Urban Municipalities, Northern Municipalities and School Divisions, including school divisions in the Northern Administration Division, to enter into agreements with *Entitlement* Bands with respect to the matters contemplated in section 9.01 and section 11.10 and to ensure that those agreements are binding upon such Urban Municipalities, Northern Municipalities and School Divisions in accordance with the terms thereof;
- (vi) the binding effect of a determination by arbitration of the Purchase Price for schools located in Northern Municipalities;
- (vii) the requirement that Rural Municipalities maintain roads in the manner contemplated in subparagraph 7.06(a)(i); and

(b) **Statutes of Canada:**

- (i) the non-enforceability of the common law riparian rights of Entitlement Bands by injunction, mandamus, prohibition or other similar prerogative writ in circumstances contemplated in subsection 6.05(a);
- (ii) subject to section 6.10, where applicable, the authority of Entitlement Bands to enter into Co-Management Agreements with Saskatchewan or, where applicable, the Saskatchewan Water Corporation concerning the matters referred to in section 6.07 and section 6.08 and, in particular, to ensure that such agreements are binding upon the Entitlement Bands (including, where applicable, their members) according to the terms thereof;
- (iii) the authority of Entitlement Bands to enter into agreements with Urban Municipalities, Northern Municipalities and School Divisions, including school divisions in the Northern Administration District, with respect to the matters contemplated in section 9.01 and section 11.10 and to ensure that those agreements are binding upon the Entitlement Bands (including, where applicable, their members) according to the terms thereof;

- (iv) as soon as reasonably possible the establishment of the Special Purpose Account for the purpose of thereafter administering the Treaty Land Entitlement (Saskatchewan) Fund.
- (c) In the event that either Parliament or the Legislative Assembly do not enact the required legislation referred to in subsections (a) or (b) on or before the 1st day of July, 1993, the parties agree to forthwith enter into good faith negotiations with respect to the relevant provisions of this Agreement requiring legislation to give full effect thereto and, if necessary, to determine alternate ways to fulfill its spirit and intent. In such an event, any party to this Agreement shall have the right to seek compensation for damages sustained as a result of any failure to enact such legislation, which damages, if any, shall be recoverable from whichever of Canada or Saskatchewan has not enacted the required legislation.

20.20**COURT PROCEEDINGS:**

Notwithstanding Article 19, save and except for those questions to which arbitration has been agreed to in section 19.02, in the event the parties concerned are unable to agree on any matter, including a question of interpretation of any term, covenant, condition or provision of this Agreement, the determination of any such disagreement, and the enforcement thereof, shall be within the exclusive jurisdiction of the Federal Court of Canada.

20.21**NO EFFECT ON MEMBERSHIP:**

Canada and the Entitlement Bands agree that, notwithstanding the definition of "Member" utilized for the purposes of this Agreement and any Band Specific Agreement, nothing in this Agreement or any Band Specific Agreement shall be interpreted or construed in any way as:

- (a) affecting an Entitlement Band's right to now, or at any time hereafter, determine its membership in accordance with applicable law; or
- (b) any offer or admission by an Entitlement Band respecting the availability of membership to any individual or group of individuals;

and, for greater certainty, such definition is being utilized by the Entitlement Bands and Canada only for the purposes of this Agreement and the Band Specific Agreements hereunder.

20.22**NO CREATION OF TREATY OBLIGATION:**

Each of the parties agrees that nothing in this Agreement is intended, nor shall it be interpreted or construed in any way:

- (a) as confirming, acknowledging or creating any obligation under any treaty as between Saskatchewan and any Band; or
- (b) as any admission on the part of Saskatchewan that it now has, ever had, or may hereafter have, any direct or indirect obligation to provide land or money to any Person whatsoever (other than its obligations to provide unoccupied Crown Land to Canada) pursuant to the *Natural Resources Transfer Agreement*.

20.23**CONSTITUTIONAL OR LEGISLATIVE CHANGES:**

Where any amendment not contemplated by this Agreement is enacted to the Constitution of Canada, the Act or to any other legislation, the result of which amendment is a material change in the legal rights or obligations of the parties and which, in turn, materially affects the implementation, operation or effect of this Agreement, the parties agree to enter into good faith negotiations designed to determine and implement any necessary amendments to this Agreement required to remedy or alleviate the effect of such constitutional or legislative changes.

ARTICLE 21**BEST EFFORTS****21.01** **BEST EFFORTS:**

Canada, Saskatchewan and the Entitlement Bands agree that they will, in good faith, employ their best efforts to fulfil the terms of this Agreement according to its true spirit and intent and that they will negotiate in good faith any further agreement or agreements that are required in order to do so.

21.02 **SPECIFIC UNDERTAKINGS OF CANADA:**

In particular, Canada agrees:

- (a) to expedite the preparation and passage of all Orders in Council and Ministerial approvals required for the establishment of an Entitlement Reserve;
- (b) to perform or cause to be performed all surveys and assessments required to be performed by Canada for the establishment of an Entitlement Reserve as contemplated herein;
- (c) to promptly provide Saskatchewan with all information required by Saskatchewan to fulfil its obligations to Canada to transfer land for the establishment of an Entitlement Reserve;
- (d) to comply, on a priority basis, with the requirements of all laws, policies, procedures and requirements for the establishment of an Entitlement Reserve;
- (e) to commit sufficient personnel, to promptly and efficiently co-ordinate and facilitate the compliance by Canada with its obligations hereunder (including the creation of Entitlement Reserves) and to satisfy and resolve disputes respecting this Agreement;
- (f) as soon as reasonably possible, to recommend to the Parliament of Canada that the legislation contemplated in subsection 20.19(b) be enacted;
- (g) to facilitate the establishment of Entitlement Reserves in Northern Municipalities without delay and, in all cases, to use its best efforts to promptly and efficiently satisfy all of its obligations hereunder in order that such Entitlement Reserves may be established within two (2) years after an Entitlement Band has indicated in writing its interest in acquiring Entitlement

Land within such a Northern Municipality for the purpose of establishing an Entitlement Reserve;

- (h) to give favourable consideration to assisting Entitlement Bands with financial arrangements for the purpose of acquiring federal Crown assets located in Northern Municipalities including, where applicable and without limitation, arrangements for payment for such assets over time; and
- (i) to take reasonable steps to ensure that the anticipated transfer dates to Entitlement Reserve Status in respect of all or a significant portion of those Northern Municipalities referred to in subsection 3.1.1(k) of the Amended Cost Sharing Agreement are attained.

21.03

SPECIFIC UNDERTAKINGS OF SASKATCHEWAN:

In particular, Saskatchewan agrees:

- (a) to provide timely responses to the Entitlement Bands to any inquiries concerning the availability for sale of any provincial Crown Land, Minerals or Improvements;
- (b) to expedite the process required to secure all necessary departmental approval for the sale of provincial Crown Land;
- (c) to provide information within the knowledge of Saskatchewan to the Entitlement Bands with respect to all Third Party Interest Holders and Mineral Disposition Holders, that have interests in any provincial Crown Land that Saskatchewan has agreed to sell as soon as practically possible;
- (d) to prepare on an expedited basis any release documentation required by Saskatchewan from any Third Party Interest Holder or Mineral Disposition Holder that has an interest in any provincial Crown Land that Saskatchewan has-agreed to sell;
- (e) to expedite the preparation and passage of all Orders in Council required to transfer provincial Crown Lands, provincial Crown Minerals, the water, beds or shores of any Waterbody, or any other interest in Land, Minerals or Improvements which Saskatchewan has agreed to transfer hereunder to Canada in order that the Entitlement Land may be promptly set apart as an Entitlement Reserve;
- (f) to provide, on a priority basis, all other information within the control of Saskatchewan that is reasonably required by Canada or an Entitlement Band with respect to the acquisition of lands pursuant to this Agreement;

- (g) to provide all possible priority with respect to the registration of any documents under provincial laws that are necessary for the establishment of an Entitlement Reserve;
- (h) to commit sufficient personnel to promptly and efficiently co-ordinate and facilitate the compliance by Saskatchewan with its obligations hereunder and to satisfy and resolve disputes respecting this Agreement;
- (i) as soon as reasonably possible, to recommend to the Legislative Assembly of Saskatchewan that the legislation contemplated in subsection 20.19(a) be enacted;
- (j) to negotiate promptly and in good faith, and to not unreasonably withhold, the sale to Entitlement Bands of provincial Crown Lands and Improvements located within Northern Municipalities and to base the proposed selling price of any such Crown Land and Improvements upon the criteria set forth in section 4.10 hereof;
- (k) in all cases, to use its best efforts to promptly and efficiently satisfy all of its obligations hereunder in order that Entitlement Reserves may be established within Northern Municipalities within two (2) years after an Entitlement Band has indicated in writing its interest in acquiring Entitlement Land within such a Northern Municipality for the purpose of establishing an Entitlement Reserve;
- (l) to actively encourage Northern Municipalities and the board of any relevant School Division operating within Northern Municipalities to give favourable consideration to the sale of their respective assets within such Northern Municipalities to Entitlement Bands promptly and at a reasonable price determined in accordance with the criteria set forth in section 4.10 hereof;
- (m) to give favourable consideration to assisting Entitlement Bands with financial arrangements for the purpose of acquiring provincial Crown assets located in Northern Municipalities including, where applicable and without limitation, arrangements for payment for such assets over time; and
- (n) to take reasonable steps to ensure that the anticipated transfer dates to Entitlement Reserve status in respect of all or a significant portion of those Northern Municipalities referred to in subsection 3.1.1(k) of the Amended Cost Sharing Agreement are attained.

21.04 **SPECIFIC UNDERTAKINGS OF ENTITLEMENT BANDS:**

In particular, each of the Entitlement Bands agrees:

- (a) to proceed as soon as reasonably possible to negotiate and conclude their Band Specific Agreement;
- (b) to promptly and accurately supply any information, Band Council Resolutions and other documentation or information required to be supplied by the Entitlement Band to Canada or Saskatchewan pursuant to this Agreement;
- (c) to promptly comply with any reasonable requests made by Canada and Saskatchewan for more accurate or complete information relating to Lands, Minerals or Improvements or otherwise affecting Entitlement Land or a proposed Entitlement Reserve;
- (d) to use all reasonable efforts to reach their Shortfall Acres Acquisition Date as promptly as is reasonable in the circumstances prior to the expiration of twelve (12) years from the Execution Date; and
- (e) to take appropriate steps to ensure compliance by their Trustees and other Entitlement Band representatives with the spirit and intent of this Agreement, and their Band Specific Agreement and Trust Agreement.

ARTICLE 22

COMING INTO FORCE

22.01 **COMING INTO FORCE:**

This Agreement shall come into force:

- (a) as between an Entitlement Band, Saskatchewan and Canada, when a Band Specific Agreement respecting such Entitlement Band has been ratified, executed and delivered by an Entitlement Band, and executed by Canada, within the time frames and in accordance with the provisions of Article 10; and
- (b) as between Saskatchewan and Canada, on the Execution Date.

22.02 **CERTAIN PROVISIONS EFFECTIVE:**

Notwithstanding section 22.01, section 15.09 and subsections 3.09(b) and (c) shall be deemed to be effective as among Canada, Saskatchewan and an Entitlement Band immediately upon execution of this Agreement by such Entitlement Band.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed and delivered on the date and year first above Written:

Signed on behalf of Her Majesty)
the Queen in Right of Canada by)
the Prime Minister of Canada and)
the Honourable Minister of Indian)
Affairs and Northern Development:)

The Right Honourable Brian Mulroney
Prime Minister of Canada

The Honourable Tom Siddon
Minister of Indian Affairs
and Northern Development

Signed on behalf of Her Majesty)
the Queen in Right of)
Saskatchewan by the Premier of)
Saskatchewan and the Honourable)
Minister responsible for the Indian)
and Metis Affairs Secretariat:)

The Honourable Roy Romano, QC
Premier of Saskatchewan

The Honourable Robert Mitchell, QC
Minister responsible for the Indian and
Metis Affairs Secretariat

Signed on behalf of the following)
Entitlement Bands by their)
respective Chiefs as witnessed by)
the Chief of the Federation of)
Saskatchewan Indian Nations and)
the Treaty Commissioner of)
Saskatchewan)

Chief Roland Crowe
Chief of the Federation of
Saskatchewan Indian Nations

Cliff Wright
Treaty Commissioner, Saskatchewan

(Signatures continued on next page)

Signed on behalf of
the Keeseekoose Band:

Chief Albert J. Musqua
Chief of the Keeseekoose Band

Signed on behalf of
the Muskowekwan Band:

Chief Albert Pinacie
Chief of the Muskowekwan Band

Signed on behalf of
the Ochapowace Band:

Chief Denton George
Chief of the Ochapowace Band

Signed on behalf of
the Okanese Band:

Chief Marie-Anne Day Walker
of the Okanese Band

Signed on behalf of
the Piapot Band:

Chief Clayton A. Kaiswatum
of the Piapot Band

Signed on behalf of
the Star Blanket Band:

Chief Irvin Starblanket
of the Star Blanket Band

Signed on behalf of
the Yellowquill Band:

Chief Hank H. Neapetung
of the Yellowquill Band

(Signatures continued on next page)

Signed on behalf of
the Beardy's & Okemasis Band:

Chief Richard J. Gamble
of the Beardy's & Okemasis Band

Signed on behalf of
the Flying Dust Band:

Chief Richard Gladue
of the Flying Dust Band

Signed on behalf of
the Joseph Bighead Band:

Chief Ernest Sundown
Chief of the Joseph Bighead Band

Signed on behalf of
the Little Pine Band:

Chief Johnson Kakum
Chief of the Little Pine Band

Signed on behalf of
the Moosomin Band:

Chief Gerald Swiftwolfe
Chief of the Moosomin Band

Signed on behalf of
the Mosquito Grizzly
Bear's Head Band:

Chief Clarence Stone
**Chief of the Mosquito Grizzly Bear's
Head Band**

Signed on behalf of
the Muskeg Lake Band:

Chief Harry James Lafond
Chief of the Muskeg Lake Band

(Signatures continued on next page)

Signed on behalf of
the One Arrow Band:

Chief Richard John
Chief of the One Arrow Band

Signed on behalf of
the Onion Lake Band:

Chief Joseph Waskewitch
of the Onion Lake Band

Signed on behalf of
the Pelican Lake Band:

Chief Edward Bill
of the Pelican Lake Band

Signed on behalf of
the Peter Ballantyne Band:

Chief Ronald Michel
of the Peter Ballantyne Band

Signed on behalf of
the Poundmaker Band:

Chief Blaine Favel
of the Poundmaker Band

Signed on behalf of
the Red Pheasant Band:

Chief Michael Baptiste
of the Red Pheasant Band

Signed on behalf of
the Saulteaux Band:

Chief Gabriel Gopher
Chief of the Saulteaux Band

(Signatures continued on next page)

Signed on behalf of
the Sweetgrass Band:

Chief Edward Wayne Standinghorn
Chief of the Sweetgrass Band

Signed on behalf of
the Thunderchild Band:

Chief Charles Paddy, Sr.
Chief of the Thunderchild Band

Signed on behalf of
the Witchekan Lake Band:

Chief Mike Fineday
Chief of the Witchekan Lake Band

Signed on behalf of
the Canoe Lake Band:

Chief Frank Iron
Chief of the Canoe Lake Band

Signed on behalf of
the English River Band:

Chief Louis George
Chief of the English River Band

NOTE:

This document is not an official version. It has been provided for convenience of reference, and the original print version should be consulted for all other purposes. In the event of discrepancies between the original print version and this electronic document, the original print version should be considered official.

SCHEDULE 1

OF THE SASKATCHEWAN TREATY LAND ENTITLEMENT FRAMEWORK

AGREEMENT

SCHEDULE 1
OF THE SASKATCHEWAN TREATY LAND ENTITLEMENT FRAMEWORK AGREEMENT

	1	1.1	2	3	4	5	6	7	8	9	10	11	12	13	14
	ADJ	DOFS	LAND	LAND	SHORTFALL	SH'TFALL	MARCH	EQUITY	LAND	REVISED	1976	HONOUR	EQUITY	HONOUR	SETTLEMENT
	DOFS	YEAR	QUANTUM	REC'D UP	ACRES	PERCENT	1991	ACRES	RECEIVED	EQUITY	SASK	ACRES	\$	\$	\$
	POP		C1x128	TO 1955	C2-C3	C4/C2	POP.	C6X128XC5	AFTER 55	ACRES	FORMULA	C10-C9	C9X262.19	C11x141.81	C12+C13
BEARDY'S	311	1880	39,808	28,160.00	11,648.00	29.26%	1,908	71,461.04	323.53	71,137.51	46,080.00	0.00	\$18,651,544.22	0.00	\$18,651,544.22
CANOE LAKE	129	1912	16,512	9,627.00	6,885.00	41.70%	1,096	58,495.81	8,522.48	49,973.33	36,250.00	0.00	\$13,102,508.43	0.00	\$13,102,508.43
ENGLISH RIVER	224	1920	28,672	15,631.30	13,040.70	45.48%	886	51,580.63	13,933.97	37,646.66	30,622.20	0.00	\$9,870,576.71	0.00	\$9,870,576.71
FLYING DUST	128	1881	16,384	9,596.00	6,788.00	41.43%	644	34,152.13	242.05	33,910.08	30,084.00	0.00	\$8,890,882.56	0.00	\$8,890,882.56
JOSEPH	119	1915	15,232	11,616.90	3,615.10	23.73%	541	16,435.03	0.00	16,435.03	28,704.00	12,268.97	\$4,309,101.68	\$1,739,862.00	\$6,048,963.69
KEESECKOOSE	202	1884	25,856	18,304.00	7,552.00	29.21%	1,302	48,676.75	0.00	48,676.75	83,200.00	34,523.25	\$12,762,557.73	\$4,895,741.73	\$17,658,299.46
LITTLE PINE	355	1887	45,440	14,720.00	30,720.00	67.61%	1,088	94,150.31	1,280.00	92,870.31	77,696.00	0.00	\$24,349,666.54	0.00	\$24,349,666.54
MOOSOMIN	315	1881	40,320	15,360.00	24,960.00	61.90%		75,355.43	0.00	75,355.43	15,222.00	0.00	\$19,757,439.82	0.00	\$19,757,439.82
MOSQUITO	334	1879	42,752	23,040.00	19,712.00	46.11%	551	32,518.90	0.00	32,518.90	0.00	0.00	\$8,526,129.92	0.00	0.00
GBH/LM	184	1884	23,552	23,168.00	384.00	1.63%	304	634.43	0.00	634.43	0.00	0.00	\$166,342.46	0.00	0.00
MOSQUITO	518		66,304	46,208.00	20,096.00	0.00	855	33,153.33	0.00	33,153.33	16,544.00	0.00	0.00	0.00	\$8,692,472.38
MUSKEG LAKE	234	1881	29,952	26,880.00	3,072.00	10.26%	1,049	13,771.49	385.87	13,385.62	48,604.67	35,219.05	\$3,509,574.97	\$4,994,413.88	\$8,503,988.85
MUSKOWEKWAN	321	1884	41,088	22,966.74	18,121.26	44.10%	927	52,331.49	775.97	51,555.62	48,632.03	0.00	\$13,517,341.57	0.00	\$13,517,341.57
NUT L/Y'QUILL	204	1881	26,112	14,310.40	11,801.60	45.20%	1,754	101,470.62	0.00	101,470.62	117,274.00	15,803.38	\$26,604,581.75	\$2,241,077.37	\$28,845,659.13
OCHAPOWACE	764	1881	97,792	52,864.00	44,928.00	45.94%	921	54,160.59	0.00	54,160.59	17,664.00	0.00	\$14,200,364.14	0.00	\$14,200,364.14
OKANESE	162	1880	20,736	13,830.40	6,905.60	33.30%	350	14,919.51	581.93	14,337.58	11,572.00	0.00	\$3,759,169.10	0.00	\$3,759,169.10
ONE ARROW	164	1881	20,992	10,240.00	10,752.00	51.22%	899	58,939.32	323.53	58,615.79	55,936.00	0.00	\$15,368,473.21	0.00	\$15,368,473.21
SEEKAS	474	1879	60,672	38,400.00	22,272.00	36.71%	1,980	93,034.94	0.00	93,034.94	0.00	0.00	\$24,392,830.06	0.00	0.00
MAKAO	139	1879	17,792	14,080.00	3,712.00	20.86%	581	15,515.63	0.00	15,515.63	0.00	0.00	\$4,068,041.95	0.00	0.00
ONION LK. TOTAL	613		78,464	52,480.00	25,984.00	0.00	2,561	108,550.57	0.00	108,550.57	16,919.00	0.00	0.00	0.00	\$28,460,872.01
PELICAN LAKE	114	1917	14,592	8,630.40	5,961.60	40.86%	683	35,717.31	2.63	35,714.68	23,992.00	0.00	\$9,364,030.71	0.00	\$9,364,030.71
P. BALLANTYNE	433	1919	55,424	32,958.44	22,465.56	40.53%	4,593	238,300.96	4,052.11	234,248.85	229,213.80	0.00	\$61,417,706.83	0.00	\$61,417,706.83
PIAPOT	599	1885	76,672	37,598.98	39,073.02	50.96%	1,243	81,081.41	0.00	81,081.41	60,495.00	0.00	\$21,258,734.57	0.00	\$21,258,734.57
POUNDMAKER	258	1881	33,024	19,200.00	13,824.00	41.86%	890	47,687.44	0.00	47,687.44	24,988.00	0.00	\$12,503,170.38	0.00	\$12,503,170.38
RED PHEASANT	346	1879	44,288	24,170.00	20,118.00	45.43%	1,244	72,331.77	0.00	72,331.77	63,616.00	0.00	\$18,964,666.46	0.00	\$18,964,666.46
SAULTEAUX	202	1954	25,856	9,010.87	16,845.13	65.15%	681	56,789.77	645.60	56,144.17	43,598.00	0.00	\$14,720,439.92	0.00	\$14,720,439.92
STARBLANKET	144	1880	18,432	13,760.00	4,672.00	25.35%	348	11,290.67	55.09	11,235.58	10,816.00	0.00	\$2,945,855.85	0.00	\$2,945,855.85
SWEETGRASS	396	1884	50,688	42,496.00	8,192.00	16.16%	1,156	23,914.02	0.00	23,914.02	5,864.00	0.00	\$6,270,016.96	0.00	\$6,270,016.96
THUNDERCHILD	468	1881	59,904	21,440.00	38,464.00	64.21%	1,470	120,816.41	0.00	120,816.41	88,384.00	0.00	\$31,676,854.61	0.00	\$31,676,854.61
WITCHEKAN	95	1950	12,160	4,237.00	7,923.00	65.16%	389	32,442.60	0.00	32,442.60	23,027.00	0.00	\$8,506,125.29	0.00	\$8,506,125.29
TOTALS			1,000,704	576,296.43	424,407.57		30,429	1,607,976.39	31,124.76	1,576,851.63	1,254,997.70	97,814.65	\$413,434,728.39	\$13,871,094.99	\$427,305,823.38

15		16	17	18	19	20	21	22	23
MINERALS UP TO SHORTFALL		VALUE WITH MINERALS	FEDERAL 70%	PROVINCIAL 30%	ANN FEDERAL PAYMENT	ANN FEDERAL PAYMENT	ANN PROVINCIAL PAYMENT	TOTAL ANNUAL PAYMENT	TOTAL ANNUAL PAYMENT
C4 x \$45			C16 x 70%	C16 x 30%	YEAR 1 - 2	YEAR 3 - 12	YEAR 1 - 12	YEAR 1 - 2	YEAR 3 - 12
BEARDY'S	\$524,160.00	\$19,175,704.22	\$13,442,992.95	\$5,752,711.27	\$1,047,601.95	\$1,132,778.90	\$479,392.61	\$1,526,994.56	\$1,612,171.51
CANOE LAKE	\$309,825.00	\$13,412,333.43	\$9,388,633.40	\$4,023,700.03	\$567,280.74	\$825,407.19	\$335,308.34	\$902,589.08	\$1,160,715.53
ENGLISH RIVER	\$586,831.50	\$10,457,408.21	\$7,320,185.75	\$3,137,222.46	\$1,448,135.36	\$442,391.50	\$261,435.21	\$1,709,570.57	\$703,826.71
FLYING DUST	\$305,460.00	\$9,196,342.56	\$6,437,439.79	\$2,758,902.77	\$659,964.30	\$511,751.12	\$229,908.56	\$889,872.86	\$741,659.68
JOSEPH BIGHEAD	\$162,679.50	\$6,211,643.19	\$4,348,150.23	\$1,863,492.96	\$318,630.45	\$371,088.93	\$155,291.08	\$473,921.53	\$526,380.01
KEESECKOOSE	\$339,840.00	\$17,998,139.46	\$12,598,697.62	\$5,399,441.84	\$540,075.95	\$1,151,854.57	\$449,953.49	\$990,029.44	\$1,601,808.06
LITTLE PINE	\$1,382,400.00	\$25,732,066.54	\$18,012,446.58	\$7,719,619.96	\$3,383,936.74	\$1,124,457.31	\$643,301.66	\$4,027,238.40	\$1,767,758.97
MOOSOMIN	\$1,123,200.00	\$20,880,639.82	\$14,616,447.87	\$6,264,191.95	\$2,750,115.20	\$911,621.75	\$522,016.00	\$3,272,131.20	\$1,433,637.74
MOSQUITO	\$887,040.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GBH/LM	\$17,280.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MOSQUITO TOTAL	\$0.00	\$9,596,792.38	\$6,717,754.66	\$2,879,037.71	\$2,394,565.31	\$192,862.40	\$239,919.81	\$2,634,485.12	\$432,782.21
MUSKEG LAKE	\$138,240.00	\$8,642,228.85	\$6,049,560.19	\$2,592,668.65	\$186,668.12	\$567,622.40	\$216,055.72	\$402,723.84	\$783,678.12
MUSKOWEKWAN	\$815,456.70	\$14,332,798.27	\$10,032,958.79	\$4,299,839.48	\$2,017,286.62	\$599,838.55	\$358,319.96	\$2,375,606.58	\$958,158.51
NUT L./Y'QUILL	\$531,072.00	\$29,376,731.13	\$20,563,711.79	\$8,813,019.34	\$812,712.47	\$1,893,828.68	\$734,418.28	\$1,547,130.75	\$2,628,246.96
OCHAPOWACE	\$2,021,760.00	\$16,222,124.14	\$11,355,486.90	\$4,866,637.24	\$5,484,283.06	\$38,692.08	\$405,553.10	\$5,889,836.16	\$444,245.18
OKANESE	\$310,752.00	\$4,069,921.10	\$2,848,944.77	\$1,220,976.33	\$803,541.60	\$124,186.16	\$101,748.03	\$905,289.63	\$225,934.18
ONE ARROW	\$483,840.00	\$15,852,313.21	\$11,096,619.25	\$4,755,693.96	\$1,013,225.61	\$907,016.80	\$396,307.83	\$1,409,533.44	\$1,303,324.63
SEEKAS	\$1,002,240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MAKAO	\$167,040.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ONION LK. TOTAL	\$0.00	\$29,630,152.01	\$20,741,106.41	\$8,889,045.60	\$2,665,618.68	\$1,540,986.90	\$740,753.80	\$3,406,372.48	\$2,281,740.71
PELICAN LAKE	\$268,272.00	\$9,632,302.71	\$6,742,611.90	\$2,889,690.81	\$540,728.38	\$566,115.51	\$240,807.57	\$781,535.95	\$806,923.08
P. BALLANTYNE	\$1,010,950.20	\$62,428,657.03	\$43,700,059.92	\$18,728,597.11	\$1,384,406.16	\$4,093,124.76	\$1,560,716.43	\$2,945,122.59	\$5,653,841.19
PIAPOT	\$1,758,285.90	\$23,017,020.47	\$16,111,914.33	\$6,905,106.14	\$4,546,852.05	\$701,821.02	\$575,425.51	\$5,122,277.56	\$1,277,246.54
POUNDMAKER	\$622,080.00	\$13,125,250.38	\$9,187,675.27	\$3,937,575.11	\$1,484,126.02	\$621,942.32	\$328,131.26	\$1,812,257.28	\$950,073.58
RED PHEASANT	\$905,310.00	\$19,869,976.46	\$13,908,983.52	\$5,960,992.94	\$2,140,619.80	\$962,774.39	\$496,749.41	\$2,637,369.21	\$1,459,523.80
SAULTEAUX	\$758,030.85	\$15,478,470.77	\$10,834,929.54	\$4,643,541.23	\$1,821,350.55	\$719,222.84	\$386,961.77	\$2,208,312.32	\$1,106,184.61
STARBLANKET	\$210,240.00	\$3,156,095.85	\$2,209,267.09	\$946,828.75	\$533,573.44	\$114,212.02	\$78,902.40	\$612,475.84	\$193,114.42
SWEETGRASS	\$368,640.00	\$6,638,656.96	\$4,647,059.87	\$1,991,597.09	\$907,963.82	\$283,113.22	\$165,966.42	\$1,073,930.24	\$449,079.65
THUNDERCHILD	\$1,730,880.00	\$33,407,734.61	\$23,385,414.22	\$10,022,320.38	\$4,207,244.71	\$1,497,092.48	\$835,193.37	\$5,042,438.08	\$2,332,285.84
WITCHEKAN LAKE	\$356,535.00	\$8,862,660.29	\$6,203,862.21	\$2,658,798.09	\$817,099.18	\$456,966.39	\$221,566.51	\$1,038,665.69	\$678,532.89
TOTALS	\$19,098,340.65	\$446,404,164.03	\$312,482,914.82	\$133,921,249.21	\$44,477,606.29	\$22,352,770.22	\$11,160,104.10	\$55,637,710.39	\$33,512,874.33

NOTE:
This document is not an official version. It has been provided for convenience of reference, and the original print version should be consulted for all other purposes. In the event of discrepancies between the original print version and this electronic document, the original print version should be considered official.

SCHEDULE 2 TO THE FRAMEWORK AGREEMENT

1. SOURCES OF ROYALTY AND TAXATION REVENUE

A. General

1. Saskatchewan Resource Surcharge

B. Oil and Gas

1. Crown Royalties
2. Crown Enhanced Oil Recovery (EOR) Royalty
3. Oil and Gas Land Sale Bonus Bids
4. Oil and Gas Disposition Rentals
5. Net Royalty
6. Compensatory Royalty
7. Freehold Production Tax on Crown Land
8. Freehold EOR Production Tax on Crown Land

C. Potash

1. Potash Royalties
2. Potash Base Payments
3. Potash Lease Rentals
4. Potash Profit Tax on Crown Land

D. Uranium

1. Uranium Royalties - Basic
2. Uranium Royalties – Graduated

E. Coal

1. Coal Royalties

F. Other Minerals

1. Sodium Sulfate Royalties
2. Metallic Royalties
3. Quarrying Royalties
4. Salt Royalties

SCHEDULE 3 TO THE FRAMEWORK AGREEMENT

RATIFICATION VOTE GUIDELINES AND PROCEDURES APPROVING THE • BAND SPECIFIC AGREEMENT AND ASSOCIATED INSTRUMENTS

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PART I
GUIDELINES

1.0 **MEANING OF CERTAIN DEFINED TERMS**

1.1 Unless otherwise specifically defined herein, capitalized terms utilized in this document shall have the same meaning ascribed thereto in the Framework Agreement.

2.0 **ADDITIONAL DEFINITIONS**

- (a) "Associated Instruments" has the meaning ascribed thereto in paragraph 3 hereof;
- (b) "Assistant" means the person appointed by the Ratification Officer to be his assistant;
- (c) "Band" means the ● Band of Indians of Saskatchewan;
- (d) "Band Specific Agreement" means the ● Band Specific Agreement between Canada and the Band dated the ● day of ●, 199●;
- (e) "Ratification Officer" means the person appointed by the Department to conduct and supervise the Ratification Vote;
- (f) "Ratification Vote" means a vote by the eligible Voters of the Band to formally approve, confirm and sanction the execution and delivery by the Chief and Councillors of the Band of the Band Specific Agreement and Associated Instruments and requiring a response in either the affirmative or the negative;

- (g) "Voter" means, unless otherwise agreed pursuant to section 10.07 of the Framework Agreement, a Member who has attained the full age of eighteen (18) years at the date upon which the Ratification Vote is conducted; and
- (h) "Voting" means a polling of Voters by secret ballot in respect of a Ratification Vote.

3.0 CALLING THE RATIFICATION VOTE

3.1 The Ratification Vote may be called by:

- (a) the Council of the Band; or
- (b) the Minister at request of the Council of the Band;

to approve the Band Specific Agreement and any other instruments or agreements (including, without limitation, the Trust Agreement and Public Utility Easement Agreements) required to be executed, delivered or adopted in connection with the Band Specific Agreement (hereinafter collectively referred to as the "Associated Instruments").

4.0 ADVANCE DOCUMENTATION

4.1 In advance of the proposed Ratification Vote, or at the same time the call for a Ratification Vote is made, all documentation related to the Ratification Vote shall be filed with the Saskatchewan Regional Office of the Department at 2110 Hamilton Street, Regina, Saskatchewan, S4P 3V7, Attention: Director, Treaty Land Entitlement/Specific Claims, such documentation to be complete and to include:

- 4.1.1 a Band Council Resolution approving in principle the terms of the Band Specific Agreement and all Associated Instruments;
- 4.1.2 a Band Council Resolution calling for a Ratification Vote on the Band Specific Agreement and Associated Instruments, with one copy of these Ratification Vote Guidelines and Procedures appended thereto, and requesting the Department to appoint an individual as the Ratification Officer;
- 4.1.3 a copy of the Band Specific Agreement (which has been initialled, but not signed, by the Minister for identification) and the Associated Instruments which give rise to the Ratification Vote;
- 4.1.4 if applicable, one copy of any relevant appraisals, reports or other direct evidence supporting the proposed Band Specific Agreement and Associated Instruments;
- 4.1.5 one (1) copy of the question as it is to appear on the ballot paper to be put to the Voters during the Ratification Vote;
- 4.1.6 one (1) copy of the notice to Voters, as it is to appear, stating:
 - (i) the date (or consecutive dates) on which the Ratification Vote (or Ratification Votes) will take place;
 - (ii) the hours during which the Voters may vote on such date(s);
 - (iii) the locations(s) at which Voting will take place (which, for greater certainty, may be in different locations inside or outside of Saskatchewan, as may be agreed);

- (iv) the questions to be submitted to the Voters;
- (v) instructions for obtaining a copy of the Framework Agreement, the proposed Band Specific Agreement and Associated Instruments, which shall be made readily available to all eligible Voters; and
- (vi) that if a Voter is ordinarily resident on a Reserve but is not able to vote in person on the day scheduled for Voting, due to a planned absence or for medical reasons, such Voter may request a mail-in ballot package from the Ratification Officer, and such notice shall also include instructions for contacting the Ratification Officer for such purpose.

5.0 ELIGIBILITY OF VOTERS

5.1 Any Voter may apply to the Ratification Officer within ten (10) days of the posting of the list of Voters referred to in paragraphs 10.6 and 10.7 to have the list revised if such Voter believes that:

5.1.1 the name of a Voter has been omitted from the list of Voters; or

5.1.2 the name of a Voter is incorrectly set out or should not be included on the list of Voters.

5.2 A Voter may, up to and including the date of the Ratification Vote, apply to the Ratification Officer to have his name added to the list of Voters if that Voter can:

- 5.2.1 produce adequate current identification;
- 5.2.2 provide adequate proof of age; and
- 5.2.3 if required, obtain corroborating testimony from another Voter who is willing to swear out an Affidavit as to the identity of the applicant.

5.3 If the Ratification Officer is satisfied that the list of Voters requires revision, he shall make the revision and such revision shall be final.

5.4 The Council of the Band shall, by Band Council Resolution, either strike a committee or appoint individuals whose function shall be:

- 5.4.1 to provide assistance to the Ratification Officer in identifying, properly recording and including Voters in the list of Voters; and
- 5.4.2 to provide a person to act as the Assistant to the Ratification Officer by carrying out duties and assignments delegated by the Ratification Officer.

6.0 RATIFICATION

6.1 The question put to the Voters at the Ratification Vote shall be deemed to have been ratified and approved if fifty (50%) percent plus one (1) of those Voters eligible to vote cast ballots in the affirmative approving of the execution and delivery of the Band Specific Agreement by the Chief and Councillors of the Band.

6.2 If ratification and approval by the said majority of the Voters is not attained:

6.2.1 the Band Specific Agreement shall not be executed and delivered by the Chief and the Councillors on behalf of the Band and shall have no effect; and

6.2.2 unless otherwise agreed, should the Band Specific Agreement not be subsequently ratified after a second Ratification Vote (which is also to be held in accordance with these Ratification Vote Guidelines and Procedures within three (3) years of the Execution Date) Canada and the Band agree to enter into good faith negotiations to determine any alternate method available for such purpose, and unless otherwise agreed, the Band Specific Agreement may not be re-submitted for a Ratification Vote without the prior consent of Canada, Saskatchewan and the Band.

7.0 ORDERLY VOTING

7.1 The Ratification Officer shall maintain peace and good order during the Voting and for this purpose may enlist the assistance of constables, peace officers and other persons present.

7.2 No person shall interfere or attempt to interfere with a Voter who is casting a vote, nor shall any person obtain or attempt to obtain at the Voting place, information on how a Voter is about to vote or has voted.

7.3 The Ratification Officer or the Assistant shall allow only one Voter at any one time into a Voting compartment for marking a ballot paper.

- 7.4** A Voter who is inside the place of Voting at the hour appointed for closing of the place of Voting and who has not cast a vote shall be entitled to cast a vote after closure is called by the Ratification Officer.

8.0 **VOIDED (BALLOTS) VOTES**

- 8.1** A Voter who receives a soiled or improperly printed ballot paper, or inadvertently spoils his ballot paper in marking it, shall, upon returning the ballot paper to the Ratification Officer or the Assistant, be entitled to another ballot paper.

- 8.2** A Voter who has received a ballot paper and

8.2.1 fails to deliver the ballot as herein provided;

8.2.2 fails to deliver the ballot paper to the Ratification Officer in the manner specified in paragraphs 12.3.4 and 13.3.4; or

8.2.3 refuses to cast a vote;

forfeits the right to vote and shall not be counted as actually voting for the purposes of paragraph 6.1, and the Ratification Officer or the Assistant shall make an entry on the list of Voters opposite the name of the Voter that such Voter did not so deliver the ballot paper, or refused to cast a vote, as the case may be.

9.0 **GENERAL PROVISIONS**

- 9.1** Unless otherwise specified in the text hereof, where references are made to a person by the term "he", it shall be understood to include or mean "she" as well, as the text may appropriately imply.

- 9.2** Where the singular is used in reference to proper nouns, common nouns and pronouns and the context implies the plural, the text shall be interpreted to include the implied meaning in the plural.
- 9.3** Notwithstanding paragraphs 8.2 and 13.7.2, the Ratification Officer may order that a ballot be accepted and recorded in the Ratification Vote where he and the Chief of the Band agree that the intention of the Voter can be ascertained and it appears to them that the ballot was marked in a fair and reasonable manner.
- 9.4** While it is intended that the participants in the Ratification Vote comply with the Ratification Vote Guidelines and Procedures as set out herein, in the event that circumstances suggest discretion should be exercised in their implementation, the Ratification Officer and the Chief of the Band may agree on a departure from the procedural requirements in the Ratification Vote Guidelines and Procedures where it will not result in any substantive change and where it is necessary to give effect to and carry out the objectives, purpose and intent of the Ratification Vote.
- 9.5** In the event that the Ratification Officer and the Band Council deem that the same is warranted, arrangements may also be made for advance polling in lieu of, or in addition to, the mail-in voting procedures contemplated herein.
- 9.6** The Ratification Officer and the Chief of the Band must reduce to writing all of the terms of each agreement entered into in accordance with subparagraphs 9.3 and 9.4 and must deliver a copy of each such written agreement, signed by both of them, to the Department.

PART II
PROCEDURES

10.0 **PRELIMINARY PROCEDURES**

- 10.1** Upon Band Council Resolution approving in principle the Band Specific Agreement and Associated Instruments pursuant to subparagraph 4.1.1, and subject to ratification by the majority of Members committing the Chief and Councillors of the Band to execute and deliver the Band Specific Agreement and the Associated Instruments, Council shall forward to the Saskatchewan Regional Office of the Department a copy of the Band Council Resolution, accompanied by any documentation specified in paragraph 4 that the Ratification officer may request.
- 10.2** The date or dates fixed for the Ratification Vote should be at least thirty (30) days after notice is first posted in accordance with paragraph 10.7.
- 10.3** Appointment of the Ratification Officer and the establishment of the committee or the appointment of individuals referred to in paragraph 5.4, shall be made at the time documentation referred to in paragraph 4 has been filed in accordance with the provisions of paragraph 4.
- 10.4** Upon appointment of the Ratification Officer, the Council of the Band shall set dates for and then hold general Band meetings for the purpose of providing information to Members of the Band as to the form and substance of the Band Specific Agreement and Associated Instruments, copies of which shall be available prior to and during such meetings, and shall provide the Ratification Officer with a confirmation letter that the meetings were held on specified dates and that such information was provided. Legal counsel for the Band shall attend at least one (1) such information meeting on reserve to explain the proposed settlement and to answer any relevant questions.

- 10.5** As determined by the Council of the Band, information sessions may be scheduled in centres off-Reserve where, in the sole discretion of the Council, Band Members reside in sufficient numbers, and any such meetings shall be held in accordance with paragraph 10.4 at least ten (10) days after mail-in ballot packages have been sent pursuant to paragraph 13.
- 10.6** The Ratification Officer shall compile a list of Voters:
- 10.6.1** as herein provided; or
- 10.6.2** as provided by the Council of the Band, and agreed to by the Department.
- 10.7** The Ratification officer or the Assistant shall post notices, as prescribed in subparagraph 4.1.6, in such places as he deems necessary and at least thirty (30) days prior to the first date set for Voting to take place, but not necessarily prior to receipt of the documentation referred to in paragraph 4.
- 10.8** At least fourteen (14) days prior to the first date set for Voting, the Ratification Officer or the Assistant shall post, or cause to be posted, the list of Voters in such locations as he, in his sole discretion, deems necessary both on and off the Reserve.
- 10.9** The Ratification Officer or the Assistant, prior to the date or dates set for Voting, shall:
- 10.9.1** procure a sufficient number of ballot boxes;
- 10.9.2** prepare or cause to be prepared ballot papers;

- 10.9.3** ensure that all physical arrangements are completed including voting stations, tables, chairs, paper supplies, forms, pencils, markers, flip charts, etc.;
- 10.9.4** ensure that sample ballot papers are posted or available for examination by Voters; and
- 10.9.5** ensure that a Commissioner for Oaths, Notary Public or practising solicitor in and for the Province of Saskatchewan, shall be available when and as required during such Voting day or days.
- 10.10** Immediately prior to the commencement of Voting, the Ratification Officer or the Assistant shall open the ballot box and call upon any person or persons who may be present to inspect the ballot box and ascertain that the ballot box is empty. The Ratification Officer or the Assistant shall then lock, seal and place the ballot box in a convenient location and position for the reception of ballot papers.
- 10.11** The Ratification Officer or the Assistant shall ensure that a declaration in the form of that annexed as Appendix D.1 is sworn by at least one of the persons described in paragraph 10.10 confirming that there was compliance with the procedure set out in paragraph 10.10.
- 10.12** Every ballot paper shall:
- 10.12.1** be printed on paper of a quality, weight and size determined and supplied by the Ratification Officer;
- 10.12.2** be of the same description, as nearly as possible, as other ballot papers intended for use in the same Ratification Vote;

10.12.3 contain a stub on the top edge which shall be one-half inch in width, and there shall be a line of perforations between the stub and the portion of the ballot paper on which the question is printed; and

10.12.4 be numbered consecutively on the back of the stub.

11.0 **VOTING HOURS**

11.1 Subject to subparagraph 4.1.6(ii) and paragraphs 7.4, 11.2 and 13, Voting shall take place between the hours of 9 o'clock in the forenoon and 6 o'clock in the afternoon for each day set for Voting.

11.2 Where it appears to the Ratification Officer that it would be inconvenient to the Voters to close the Voting stations at the appointed hour, he may order that such changes be made to the Voting hours as can reasonably be made to accommodate the Voters' requirements.

12.0 **VOTING**

12.1 The Ratification Officer or the Assistant, after satisfying himself that a person presenting himself for the purpose of Voting is entitled to cast a vote, shall provide such person with a ballot paper on the back of which the Ratification Officer or the Assistant has affixed his initials so placed that when the ballot paper is folded, the initials can be seen without unfolding the ballot paper.

12.2 The Ratification Officer or the Assistant shall place on the list of Voters a line through the name of every Voter receiving a ballot paper, without obliterating the Voter's name.

12.3 Except as provided in paragraph 8.1 and paragraph 13.0, every Voter receiving a ballot paper shall:

12.3.1 proceed immediately to the Voting compartment provided for marking the ballot paper;

12.3.2 mark his ballot by placing an "X" in the respective box associated with either the word "YES" or the word "NO" appearing on the ballot paper beneath the question appearing therein;

12.3.3 fold the ballot paper so as to conceal the mark placed on the face of the ballot paper and so as to expose the Ratification Officer's or the Assistant's initials on the back of the ballot paper; and

12.3.4 forthwith deliver to the Ratification Officer or the Assistant the marked ballot paper folded in accordance with the provisions of subparagraph 12.3.3.

12.4 Upon receiving a ballot paper from a Voter, the Ratification Officer or the Assistant shall, in the full view of the Voter and all others present, without unfolding the ballot paper or in any way disclosing the mark made by the Voter, ascertain by examination of the initials appearing on the ballot paper that it is the same ballot paper that was delivered to the Voter and if it appears to be the same ballot paper that was delivered to the Voter, the Ratification Officer or the Assistant shall tear the stub from the ballot paper, deposit the ballot paper in the ballot box and destroy the stub after recording opposite the name of the Voter on the list of Voters the number printed on the stub of the ballot paper of that Voter.

13.0 **MAIL-IN VOTING**

13.1 Subject to paragraph 13.8, the Ratification Officer or the Assistant shall send by registered mail, with a request for confirmation of receipt, a mail-in ballot package to each Voter who:

13.1.1 is on the list of Voters; and

13.1.2 does not ordinarily reside on the Reserve, or ordinarily resides on the Reserve but informs the Ratification Officer that due to a planned absence, or for medical reasons, he will not be available to Vote in person on the days set for Voting;

at least thirty (30) days prior to the first date set for Voting and prior to any information sessions held off Reserve pursuant to paragraph 10.5.

13.2 A Voter who returns the mail-in ballot with attached declaration forfeits the right to cast a vote in person at a Voting station.

13.3 A mail-in package shall include:

13.3.1 a ballot paper with the initials of the Ratification Officer or the Assistant affixed;

13.3.2 a ballot envelope in which a ballot paper may be enclosed;

13.3.3 a copy of the draft Affidavit annexed to these Ratification Guidelines and Procedures as Appendix "A";

- 13.3.4** a return envelope in which the documents listed in subparagraphs 13.3.2 and 13.3.3 may be enclosed and which is pre-addressed to the Ratification Officer;
- 13.3.5** a copy of the proposed Band Specific Agreement and Associated Instruments; and
- 13.3.6** a letter of instructions from the Ratification Officer and an information letter from the Chief.
- 13.4** The Ratification Officer or the Assistant shall place on the list of Voters, a mark opposite the name of every Voter to whom a mail-in ballot package has been sent.
- 13.5** Except as provided in paragraph 8.1, every Voter receiving a mail-in ballot package shall:
- 13.5.1** mark his ballot paper by placing an "X" in the respective box associated with either the word "YES" or the word "NO" appearing on the ballot paper beneath the question appearing thereon;
- 13.5.2** fold the ballot paper so as to conceal the mark on the face of the paper but so as to expose the Ratification Officer's initials on the back of it, and place the ballot paper so folded in the ballot envelope and seal the ballot envelope;
- 13.5.3** complete and sign the declaration included therein before a witness who has attained the full age of eighteen (18) years and is not a relative of the Voter, and the witness shall then also sign the declaration;

13.5.4 place the declaration completed in accordance with subparagraph 13.5.3 and the ballot envelope referred to in subparagraph 13.5.2 in the return envelope pre-addressed to the Ratification Officer and seal the return envelope; and

13.5.5 make arrangements for delivery or mailing of the sealed return envelope referred to in subparagraph 13.5.4 to the Ratification Officer at the address specified on the return envelope so that such sealed return envelope shall be received by the Ratification Officer prior to the close of the last on Reserve Voting station.

13.6 Upon receiving a return envelope prior to closing the last scheduled on Reserve Voting station, the Ratification Officer or the Assistant shall, in the full view of at least two (2) other persons present, place on the list of Voters an appropriate mark opposite the name of the Voter to whom a mail-in ballot package was sent as having delivered the return envelope to the Ratification Officer.

13.7 Prior to closing the last scheduled on Reserve Voting station, the Ratification Officer or the Assistant, in the full view of at least two other persons present, at the Voting Station, shall, in respect of each return envelope delivered to the Ratification Officer or the Assistant prior to closing the on Reserve Voting station open the return envelope, and determine that a declaration in substantially the form annexed as Appendix "A" is enclosed therein and ascertain by examination that the declaration enclosed therein has been completed and is properly executed; and:

13.7.1 if the declaration enclosed in the return envelope is in acceptable form and has been completed and executed as required, the Ratification Officer or the Assistant shall open the ballot envelope and without unfolding the ballot paper or in any way disclosing the

mark made by the Voter ascertain by examination of the initials appearing on the ballot paper that it appears to be the same ballot that was mailed to the Voter and upon ascertaining that it appears to be the same ballot paper that was mailed to the Voter, the Ratification Officer or the Assistant shall tear the stub from the ballot paper, deposit the ballot paper in the ballot box and destroy the stub after recording opposite the name of the Voter on the list of Voters the number printed on the stub of the ballot paper of that Voter, and place a line through, without obliterating, the name of the Voter on the list of Voters; or

- 13.7.2** if no declaration was enclosed in the return envelope or if the declaration enclosed therein was not in acceptable form or has not been completed and executed as required, the Ratification Officer or the Assistant shall make an entry on the list of Voters opposite the name of the Voter that no declaration was enclosed in the return envelope or that the declaration enclosed was not in proper form or was not completed and executed as required in subparagraph 13.5, the Ratification Officer or the Assistant shall mark the ballot envelope of the Voter "IMPROPER MAIL-IN BALLOT" and place a line through, without obliterating, the name of the Voter on the list of Voters and shall neither open that ballot envelope nor deposit the ballot paper enclosed therein in the ballot box, and such ballot such not be counted as a vote for the purpose of paragraph 6.1.

- 13.8** For the purpose of 13.1, the Ratification Officer or the Assistant shall make such enquiries as he, in his sole discretion, deems necessary to ascertain the current address of a Voter described in that paragraph, and shall send the mail-in ballot package to that address, or the Voter's last known address, as circumstances may

require, but if no address can be ascertained, or no confirmation of receipt is obtained, the Ratification Officer shall so inform the Band and record this fact on the list of Voters opposite the name of that Voter, and the Ratification Vote shall be held notwithstanding the failure to send or deliver mail-in ballot packages.

14.0 **INTERPRETATION AND CLARIFICATION**

14.1 The Ratification Officer or the Assistant shall explain the mode of Voting to a Voter when requested to do so by that Voter.

14.2 On application of a Voter who is:

14.2.1 not able to read;

14.2.2 incapacitated by blindness or other physical cause; or

14.2.3 does not understand English and is not accompanied by his own interpreter;

the Ratification Officer or the Assistant shall assist the Voter by marking his ballot paper in the manner directed by the Voter and shall place such ballot paper in the ballot box.

14.3 The Ratification Officer or the Assistant shall make an entry in the list of Voters opposite the name of the Voter that the ballot paper was marked by him at the request of the Voter and the reasons therefor.

14.4 Whenever the Ratification Officer or the Assistant does not understand the language spoken by a Voter, he shall appoint an interpreter conversant in the language of that Voter who shall be the means of communication between the

Ratification Officer or the Assistant, as the case may be, and the Voter with reference to all matters required to enable such Voter to cast a vote.

15.0 **CLOSING THE VOTING STATION**

15.1 One hour prior to the appointed closing hour, the Ratification Officer or the Assistant shall announce to those present that the on Reserve Voting station will close in one (1) hour.

15.2 At the closing hour, the Ratification Officer shall declare the on Reserve Voting station closed at which time entry to the Voting station will be denied and the location shall be secured or locked, as the case may be.

16.0 **COUNTING THE VOTES**

16.1 Immediately after closing the on Reserve Voting station, the Ratification Officer and the Assistant, in the presence of any Voters who may be present, shall:

16.1.1 arrange the room so as to have complete control of the area being utilized for tabulating Voting results;

16.1.2 explain to all present how the ballot papers will be counted and on what basis a ballot paper is considered "spoiled";

16.1.3 unseal and unlock the ballot box;

16.1.4 proceed with the counting of the ballot papers by removing one ballot paper at a time, inspecting each ballot paper for proper marking by the Voter and for the Ratification Officer's or the Assistant's initials, display both sides of each opened ballot paper

to those present and indicate in a clearly audible voice whether the ballot paper is marked a "YES" or a "NO" or is considered spoiled;

16.1.5 upon completion of the count, turn over the empty ballot box such that those present can see that the inside of the ballot box is empty; and

16.1.6 tabulate and confirm the results of the count, record the results of the vote and arrange for and attend to the completion and execution of all the statements, declarations and affidavits annexed hereto as Appendices "B", "C", "D", "D.1", "E" and "F".

17.0 **BALLOT DISPOSITION**

17.1 The Ratification Officer or the Assistant shall seal all ballot papers in an envelope and place them in a secure location for a period of sixty (60) days after the Ratification Vote.

17.2 The Ratification Officer or the Assistant shall place in a separate envelope all ballot envelopes marked "Improper Mail-In Ballot" and each declaration included in a return envelope received by the Ratification Officer prior to closing an on Reserve Voting station and place the separate sealed envelope in a secure location for a period of sixty (60) days after the Ratification Vote.

17.3 After the expiry of the sixty (60) day period and no legal proceeding concerning the Voting having been initiated or commenced, the Ratification Officer or the Assistant shall transfer the sealed envelopes referred to in paragraphs 17.1 and 17.2 together with the contents thereof, and the mailing and confirmation receipts (referred to in paragraph 13.1) to the Department for storage.

18.0**REPORT AND WRAP-UP**

Forthwith after completion of the Ratification Vote and counting of the ballots, the Ratification Officer shall transfer the completed and executed documents referred to in subparagraph 16.1.6 to the Director, Treaty Land Entitlement/Specific Claims of the Department at 2110 Hamilton Street, Regina, Saskatchewan, S4P 3V7, and deliver a copy thereof to the Chief of the Band at the Band office.

x _____
 Approved by
 Director
 Treaty Land Entitlement/Specific Claims
 Saskatchewan Region

 Date

x _____
 Approved by the Chief
 of the _____ Band

 Date

**APPENDIX "A" TO THE
RATIFICATION VOTE GUIDELINES AND PROCEDURES**

DECLARATION

Ratification of a Band Specific Agreement and Associated Instruments between The Government of Canada and the _____ Band

I, _____,
(name of Voter) (Occupation)

DECLARE THAT:

1. I am a registered Member of the _____ Band, my Treaty
(name of Band)

Number is _____, and I will be at least 18 years of age on or before _____,
1992, being the date scheduled for Voting herein.

2. I live at _____
(full address)

3. I have read and understood the mail-in package sent to me, and of my own free will and consent, without the compulsion or undue influence of anyone, have marked the ballot. I understand that by using this mail-in ballot procedure I will not be permitted to vote in person at the Ratification Vote.

4. I have folded the ballot paper, hiding my mark and showing the initials marked on the back, and I have placed the ballot paper in the ballot envelope.

SIGNED this _____ day of _____, 199____ at
(day) (month)

(town/city and province)

_____ (Signature of Voter))	In the presence of:
)	
)	Name: _____
)	(Witness)
)	
)	Address: _____
)	_____

(Witness must be 18 years of age or over and must not be a relative of the Voter.)

**APPENDIX "B" TO THE
RATIFICATION VOTE GUIDELINES AND PROCEDURES**

STATEMENT

(Subparagraph 16.1.6 of the Ratification Vote Guidelines and Procedures)

We, the undersigned, severally state that a Ratification Vote on a proposed Band Specific Agreement and Associated Instruments was held on the _____ day of _____, 199____, and the results of this Ratification Vote were as follows:

- (a) the names of _____ Voters appear on the list of Voters prepared by the Ratification Officer pursuant to paragraph 10.6 of the Ratification Vote Guidelines and Procedures, and the number of Voters who were entitled to cast a vote on the Ratification Vote was therefore _____;
- (b) _____ Voters actually voted in the Ratification Vote in accordance with paragraphs 6.1, 8.2, and 13.7 of the Ratification Vote Guidelines and Procedures;
- (c) _____ Voters voted in favour of the ratification question, and _____ Voters voted against the ratification question; and
- (d) _____ ballots were spoiled and were not counted in (b) above in accordance with paragraph 8.2 and subparagraph 13.7.2 of the Ratification Vote Guidelines and Procedures.

DATED at _____, in the Province of Saskatchewan, this _____ day of _____, 199_____.

Signed in the Presence of

Witness
As to both signatures

)
)
)
)
)
)
)
)
)
)

Ratification Officer or
Ratification Officer's Assistant

Chief or a Councillor of the Band

**APPENDIX "C" TO THE
RATIFICATION VOTE GUIDELINES AND PROCEDURES**

STATEMENT

(Subparagraph 16.1.6 of the Ratification Vote Guidelines and Procedures)

POLL LOCATION: BAND OFFICE, _____ RESERVE

POLL NO.:

We, the undersigned, severally state that in the Ratification Vote of the _____ Band held on _____, 199____, _____ votes were given in favour of the ratification question, _____ votes were given against the ratification question, and _____ ballot papers were spoiled, and we declare, therefore, that a majority of the eligible Voters did/did not cast ballots affirming the question appearing on the ballot paper, thereby approving/failing to approve and authorizing/not authorizing the execution and delivery by the Chief and Councillors of the Band of the proposed Band Specific Agreement and Associated Instruments.

Dated at _____, in the Province of Saskatchewan, this _____ day of _____, 199____.

Signed in the Presence of

Witness
As to both signatures

)
)
)
)
)
)
)
)
)
)

Ratification Officer or
Ratification Officer's Assistant

Chief or a Councillor of the Band

**APPENDIX "D" TO THE
RATIFICATION VOTE GUIDELINES AND PROCEDURES**

STATEMENT

(Subparagraph 16.1.6 of the Ratification Vote Guidelines and Procedures)

This is to certify that, immediately before the opening of the poll on the _____ day of _____, 199____, I opened the ballot box used for the Ratification Vote concerning the proposed Band Specific Agreement and Associated Instruments by the _____ Band on the _____ day of _____, 199____, in accordance with paragraph 10.10 of the Ratification Vote Guidelines and Procedures. I found the ballot box empty and called upon the persons who were present to witness that it was empty. I then locked and properly sealed the box and placed it in a convenient position for the reception of ballot papers.

Dated at _____, Saskatchewan, this _____ day of _____, 199____.

Signed in the Presence of

Witness

)
)
)
)
)
)
)

Ratification Officer or
Ratification Officer's Assistant

**APPENDIX "D.1" TO THE
RATIFICATION VOTE GUIDELINES AND PROCEDURES**

DECLARATION BY WITNESS

(Paragraph 10.11 and subparagraph 16.1.6 of the Ratification Vote Guidelines and Procedures)

CANADA)
)
PROVINCE OF SASKATCHEWAN)
)
TO WIT:)

I, _____, being a Member of the
_____ Band, **MAKE OATH AND SAY:**

1. **THAT** I was personally present on the _____ day of _____, 199____
and did witness, before the opening of the poll on such date, the opening of the ballot box
to be used in connection with the Ratification Vote by the Ratification Officer or his
Assistant.

2. **THAT** the said ballot box was seen by me to be empty and the Ratification Officer or
his Assistant called on me to verify that such was the case.

SWORN before me at the _____ of)
_____ in the Province of)
Saskatchewan, this _____ day of)
_____, 199____.)
)
)
)

Signature of Witness

A Commissioner for Oaths in and for the
Province of Saskatchewan.

Being a Solicitor.

Or

My Commission expires _____.

**APPENDIX "E" TO THE
RATIFICATION VOTE GUIDELINES AND PROCEDURES**

CERTIFICATION BY DEPARTMENTAL OFFICER

(Subparagraph 16.1.6 of the Ratification Vote Guidelines and Procedures)

CANADA)
)
PROVINCE OF SASKATCHEWAN)
)
TO WIT:)

I, _____, Ratification Officer/Assistant to the
Ratification Officer, of _____, in the Province of Saskatchewan,
_____ of Treaty Land Entitlement/Specific Claims,
_____ District, _____ with the
Department of Indian Affairs and Northern Development, **MAKE OATH AND SAY:**

1. **THAT** I was present at the _____ Indian Reserve No. _____, on
_____, 199____, when Members of the _____ Band
voted in a Ratification Vote concerning a proposed Band Specific Agreement and
Associated Instruments, as provided in the Ratification Vote Guidelines and Procedures.
2. **THAT** a true copy of the notice to the Members of the _____
Band to approve and ratify the proposed Band Specific Agreement and Associated
Instruments is attached as Exhibit "1" to this my Affidavit.
3. **THAT** I did cause the said notice to be posted in accordance with paragraph 10.7 of the
Ratification Vote Guidelines and Procedures at least thirty (30) days prior to the first date
set for Voting to take place.
4. **THAT** I arranged for mail-in ballot packages, as described in paragraph 13.3 of the
Ratification Vote Guidelines and Procedures, to be mailed in accordance with paragraph
13.1 of the Ratification Vote Guidelines and Procedures.

5. **THAT** the proposed Band Specific Agreement and Associated Instruments were approved/were not approved by Ratification Vote, in accordance with paragraph 6.1 of the Ratification Vote Guidelines and Procedures, the results of which are set out in a true copy of the Statement attached as Exhibit "2" to this my Affidavit.

SWORN before me at the _____)
 Reserve, in the Province of Saskatchewan,)
 this _____ day of _____,)
 199____.)

 Ratification Officer or
 Ratification Officer's Assistant

 A Commissioner for Oaths in and for the
 Province of Saskatchewan.

Being a Solicitor.

Or

My Commission expires _____.

**APPENDIX "F" TO THE
RATIFICATION VOTE GUIDELINES AND PROCEDURES**

CERTIFICATION BY CHIEF

(Subparagraph 16.1.6 of the Ratification Vote Guidelines and Procedures)

CANADA)
)
PROVINCE OF SASKATCHEWAN)
)
TO WIT:)

I, _____, of the _____
Indian Reserve, in the Province of Saskatchewan, being Chief of the _____
Band, **MAKE OATH AND SAY:**

1. **THAT** I was present at the _____ Indian Reserve No. _____, on _____, 199____, when Members of my Band voted in the Ratification Vote concerning a proposed Band Specific Agreement and Associated Instruments, as provided in the Ratification Vote Guidelines and Procedures.
2. **THAT** a true copy of the notice to the Members of my Band setting forth, among other things, the date and time set to approve and ratify the proposed Band Specific Agreement and Associated Instruments is attached as Exhibit "1" to this my Affidavit.
3. **THAT** the Ratification Officer or his Assistant did cause to be posted a notice in accordance with paragraph 10.7 of the Ratification Vote Guidelines and Procedures at least thirty (30) days prior to the date of the Ratification Vote.

4. **THAT** the proposed Band Specific Agreement and Associated Instruments were approved/were not approved by Ratification Vote, in accordance with paragraph 6.1 of the Ratification Vote Guidelines and Procedures, the results of which are set out in a true copy of the Statement attached as Exhibit "2" to this my Affidavit.

SWORN before me at the _____)
 Reserve, in the Province of Saskatchewan,)
 this _____ day of _____,)
 199____.)

 Chief of the _____
 Band

 A Commissioner for Oaths in and for the
 Province of Saskatchewan.

Being a Solicitor.

Or

My Commission expires _____.

SCHEDULE 4 TO THE FRAMEWORK AGREEMENT.

**AN ACT TO RATIFY AN AGREEMENT BETWEEN THE GOVERNMENT OF
CANADA AND THE GOVERNMENT OF THE PROVINCE OF SASKATCHEWAN
VARYING THE SASKATCHEWAN NATURAL RESOURCES TRANSFER AGREEMENT**

**Her Majesty, by and with the advice and consent of the Senate and the House of
Commons of Canada, enacts as follows:**

- 1. This Act may be cited as .**
- 2. The Agreement set out in the schedule hereto is hereby confirmed and shall take effect according to its terms.**

SCHEDULE

MEMORANDUM OF AGREEMENT made the 22nd day of September, 1992.

BETWEEN:

THE GOVERNMENT OF CANADA, as represented by
the Minister of Indian Affairs and Northern Development,
(hereinafter referred to as "Canada")

OF THE FIRST PART

AND:

**THE GOVERNMENT OF THE PROVINCE OF
SASKATCHEWAN**, as represented by the Minister responsible
for the Indian and Metis Affairs Secretariat,
(hereinafter referred to as "Saskatchewan")

OF THE SECOND PART

WHEREAS a Memorandum of Agreement between Canada and Saskatchewan made the 20th day of March, 1930 (hereinafter referred to as the "*Natural Resources Transfer Agreement*") was duly approved by the Parliament of Canada and the Legislature of Saskatchewan and, upon an address to His Majesty from the Senate and House of Commons of Canada, was confirmed and declared to have the force of law by an Act of the Parliament of the United Kingdom of Great Britain and Northern Ireland entitled the *Constitution Act, 1930*;

AND WHEREAS, pursuant to paragraph 26 of the *Natural Resources Transfer Agreement* it was agreed that the provisions of the *Natural Resources Transfer Agreement* may be varied by an agreement confirmed by concurrent statutes of the Parliament of Canada and the Legislature of Saskatchewan;

AND WHEREAS paragraphs 10 and 11 of the *Natural Resources Transfer Agreement* provide as follows:

10. *All lands included in Indian reserves within the Province, including those selected and surveyed but not yet confirmed, as well as those confirmed, shall continue to be vested in the Crown and administered by the Government of Canada for the purposes of Canada, and the Province will from time to time, upon the request of the Superintendent General of Indian Affairs, set aside, out of the unoccupied Crown lands hereby transferred to its administration, such further areas as the said Superintendent General may, in agreement with the appropriate Minister of the Province, select as necessary to enable Canada to fulfill its obligations under the treaties with the Indians of the Province, and such areas shall thereafter be administered by Canada in the same way in all respects as if they had never passed to the Province under the provisions hereof*
11. *The provisions of paragraphs one to six and of paragraph eight of the agreement made between the Government of the Dominion of Canada and the Government of the Province of Ontario on the 24th day of March, 1924, which said agreement was confirmed by statute of Canada, fourteen and fifteen George the Fifth chapter forty-eight shall (except so far as they relate to the Bed of Navigable Waters Act) apply to the lands included in such Indian reserves as may hereafter be set aside under the last preceding clause as if the said agreement had been made between the parties hereto, and the provisions of the said paragraphs shall likewise apply to the lands included in the reserves heretofore selected and surveyed, except that neither the said lands nor the proceeds of the disposition thereof shall in any circumstances become administrable by or be paid to the Province.*

AND WHEREAS Canada, Saskatchewan and the Entitlement Bands have negotiated and concluded the Framework Agreement, pursuant to which Canada's outstanding treaty land entitlement obligations in respect of the Entitlement Bands are to be fulfilled;

AND WHEREAS Canada, Saskatchewan and the Nekaneet Band have negotiated the Nekaneet Settlement Agreement, pursuant to which Canada's outstanding treaty land entitlement obligations in respect of the Nekaneet Band are also to be fulfilled;

AND WHEREAS Canada and Saskatchewan have agreed that, in consideration of the financial and land related contributions to be made by Saskatchewan pursuant to the Framework Agreement and the Nekaneet Settlement Agreement, Saskatchewan's obligations under paragraph .10 of the *Natural Resources Transfer Agreement* in respect of the Nekaneet Band and each Entitlement Band shall, subject to ratification, execution and delivery of their respective Band Specific Agreements, be fulfilled

on the earlier of the date such Indian Band reaches its respective Shortfall Acres Acquisition Date or the dates hereinafter referred to;

AND WHEREAS paragraph 6 of the agreement made between Canada and the Government of the Province of Ontario on the 24th day of March, 1924, provides as follows:

6. *Except as provided in the next following paragraph, one-half of the consideration payable, whether by way of purchase money, rent, royalty or otherwise, in respect of any sale, lease or other disposition of a mining claim staked as aforesaid, and, if in any other sale, lease or other disposition hereafter made of Indian Reserve lands in the Province of Ontario, any minerals are included, and the consideration for such sale, lease or other disposition was to the knowledge of the Department of Indian Affairs affected by the existence or supposed existence in the said lands of such minerals, one-half of the consideration payable in respect of any such other sale, lease or other disposition, shall forthwith upon its receipt from time to time, be paid to the Province of Ontario; the other half only shall be dealt with by the Dominion of Canada as provided in the paragraph of this agreement numbered 1.*

AND WHEREAS Canada and Saskatchewan have further agreed that Saskatchewan should not be entitled to any consideration in respect of any sale, lease or other disposition of any mining claim or minerals on or in any lands set apart as an Entitlement Reserve.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, including the recitals, the following capitalized terms shall have the following meanings hereafter ascribed to them:
 - (a) "Band Specific Agreement" means, in respect of a particular Entitlement Band, an agreement in the form contemplated pursuant to the Framework Agreement, to be entered into between the Entitlement Band and Canada to give full effect to the provisions of the Framework Agreement among such Entitlement Band, Canada and Saskatchewan and, for the purposes of this Agreement only, shall, in respect of the Nekaneet Band, be deemed to include the Nekaneet Settlement Agreement;
 - (b) "Entitlement Band" means any one of those Indian Bands (excluding the Nekaneet Band) listed in Schedule 1 to this Agreement which executes the Framework Agreement on the Execution Date, or which thereafter adheres to the Framework Agreement in accordance with the provisions thereof;

- (c) "Entitlement Land" means land in Saskatchewan which is hereafter purchased or otherwise acquired by an Entitlement Band or the Nekaneet Band pursuant to the provisions of a Band Specific Agreement to be set apart as an Entitlement Reserve;
- (d) "Entitlement Reserve" means Entitlement Land which is set apart by Canada as a Reserve for the use and benefit of an Entitlement Band or the Nekaneet Band pursuant to a Band Specific Agreement;
- (e) "Execution Date" means the date that Canada and Saskatchewan executed the Framework Agreement;
- (f) "Framework Agreement" means the agreement among Canada, Saskatchewan and the Entitlement Bands executed by Canada and Saskatchewan on the Execution Date, pursuant to which Canada's outstanding treaty land entitlement obligations in respect of the Entitlement Bands, and Saskatchewan's outstanding obligations to Canada under paragraph 10 of the *Natural Resources Transfer Agreement* may be fulfilled;
- (g) "Nekaneet Band" means the Nekaneet Band of Indians of Saskatchewan;
- (h) "Nekaneet Settlement Agreement" means the agreement negotiated and initialled for approval by each of Canada, Saskatchewan and the Nekaneet Band to be hereafter ratified, executed and formally concluded in accordance with the provisions thereof;
- (i) "Reserve" means a "reserve" within the meaning of the *Indian Act* R.S.C. 1985,1-5, as such statute may be amended or replaced from time to time;
- (j) "Shortfall Acres" means, in respect of a particular Entitlement Band or the Nekaneet Band, that area of land (including all existing minerals and improvements in respect thereof), the total acreage of which is set forth in respect of each such Entitlement Band and the Nekaneet Band in Schedule 1;
- (k) "Shortfall Acres Acquisition Date" means, in respect of a particular Entitlement Band or the Nekaneet Band, the date upon which Entitlement Land (including all existing minerals and improvements in respect thereof) in an aggregate area at least equal to such Entitlement Band's Shortfall Acres (or, in the case of the Nekaneet Band, its Shortfall

Acres) has hereinafter been transferred to Canada and is set apart as an Entitlement Reserve or Entitlement Reserves; and

- (1) "Treaty Land Entitlement (Saskatchewan) Fund" means the fund established pursuant to the Framework Agreement and to be administered by Canada for the purpose of, *inter alia*, accepting and depositing payments by Saskatchewan in respect of the Entitlement Bands.
2. Canada hereby agrees that the Superintendent General of Indian Affairs shall not request Saskatchewan to set aside any land pursuant to paragraph 10 of the **Natural Resources Transfer Agreement** to fulfill Canada's obligations under the treaties in respect of any of Entitlement Band or the Nekaneet Band, that ratifies, executes and delivers a Band Specific Agreement (or in respect of the past, present and future members of such Indian Bands), as long as Saskatchewan is paying to Canada and the Treaty Land Entitlement (Saskatchewan) Fund the amounts required to be paid by Saskatchewan in respect of each of the said Entitlement Bands in accordance with the Framework Agreement and Saskatchewan has not failed, in any material way, to comply with its other obligations thereunder or, in the case of the Nekaneet Band, has not failed in any material way to comply with its obligations under the Nekaneet Settlement Agreement.
3. Notwithstanding section 2 hereof, Canada further agrees that it will forever release and discharge Saskatchewan from all of its obligations pursuant to paragraph 10 of the **Natural Resources Transfer Agreement** in respect of each Entitlement Band and the Nekaneet Band that has entered into a Band Specific Agreement:
 - (a) in the case of any Entitlement Band, from and after the earlier of:
 - (i) the date upon which such Entitlement Band reaches its Shortfall Acres Acquisition Date; or
 - (ii) the date upon which Saskatchewan has paid all amounts required to be paid by Saskatchewan to Canada and the Treaty Land Entitlement (Saskatchewan) Fund pursuant to the Framework Agreement in respect of such Entitlement Band; and
 - (b) in the case of the Nekaneet Band, from and after the earlier of:
 - (i) the date upon which the Nekaneet Band reaches its Shortfall Acres Acquisition Date; or

(ii) the fifth (5th) anniversary of the date that Canada, Saskatchewan and the Nekaneet Band formally execute the Nekaneet Settlement Agreement.

4. Saskatchewan agrees to relinquish any claim that it may have pursuant to paragraph 11 of the **Natural Resources Transfer Agreement** to any of the consideration payable in respect of any sale, lease or other disposition of any mining claim or minerals on or in any lands set apart as an Entitlement Reserve.
5. This Agreement shall take effect upon being duly approved by Acts of the Parliament of Canada and the Legislature of the Province of Saskatchewan.

IN WITNESS WHEREOF the parties hereto have set their hands on the day and year first above written.

Signed on behalf of the)
Government of Canada, as)
represented by the Honourable)
Minister of Indian Affairs and)
Northern Development, in the)
presence of:)

Witness)

The Honourable Tom Siddon
Minister of Indian Affairs
and Northern Development

Signed on behalf of the)
Government of Saskatchewan, as)
represented by the Honourable)
Minister responsible for the)
Indian and Metis Affairs)
Secretariat, in the presence of:)

Witness)

The Honourable Robert Mitchell, Q.C.
Minister responsible for the Indian
Metis Affairs Secretariat

SCHEDULE 1

Name of Band

Shortfall Acres

Beardy's & Okemasis	11,648.00
Canoe Lake	6,885.00
English River	13,040.70
Flying Dust	6,788.00
Joseph Bighead	3,615.10
Keeseekoose	7,552.00
Little Pine	30,720.00
Moosomin	24,960.00
Mosquito Grizzly Bear's Head	20,096.00
Muskeg Lake	3,072.00
Muskowekwan	18,121.26
Nut Lake/Yellow Quill	11,801.60
Ochapowace	44,928.00
Okanese	6,905.60
One Arrow	10,752.00
Onion Lake	25,984.00
Pelican Lake	5,961.60
Peter Ballantyne	22,465.56
Piapot	39,073.02
Poundmaker	13,824.00
Red Pheasant	20,118.00
Saulteaux	16,845.13
Star Blanket	4,672.00
Sweetgrass	8,192.00
Thunderchild	38,464.00
Witchekan Lake	7,923.00
Nekaneet	16,160.00

SCHEDULE 5 TO THE FRAMEWORK AGREEMENT

MODEL TREATY LAND ENTITLEMENT TRUST AGREEMENT

AMONG:

BAND OF INDIANS OF SASKATCHEWAN, as represented
by its Chief and Councillors,
(hereinafter referred to as the "Band")

OF THE FIRST PART

AND:

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

OF THE SECOND PART

AND:

NAME OF RECOGNIZED FINANCIAL INSTITUTION,
(hereinafter referred to as the "Institution")

OF THE THIRD PART

WHEREAS:

- A. The Band entered into the Framework Agreement with Canada and Saskatchewan and pursuant thereto executed, ratified and delivered a Band Specific Agreement between the Band and

Canada containing, among other things, terms and conditions pursuant to which Canada fulfils its outstanding Treaty land obligations to the Band;

- B. The Band, based upon its own independent legal and financial advice and after reviewing alternative methods of managing its Entitlement Monies, has requested that Canada now deposit, and hereafter continue to deposit, the Band's Entitlement Monies to the Trust Account established (or to be forthwith hereafter established) at the Institution which Institution shall, prior to the Shortfall Acres Acquisition Date, be one of the Authorized Financial Institutions set forth in Schedule "A" hereto;
- C. Pursuant to the provisions of the Framework Agreement and the Band Specific Agreement, and at the request and direction of the Band as aforesaid, Canada has agreed to deposit the Entitlement Monies to the said Trust Account;
- D. The Band and the Trustees are desirous of hereby creating the Treaty Land Entitlement Trust for the use and benefit of the Band;
- E. The Band and the Trustees acknowledge and agree that the Entitlement Monies to be so deposited to the Trust Account are a long-term asset for the use and benefit of the Band, as Beneficiary, to be administered by the Trustees upon the trusts herein contained and subject to the terms and conditions hereinafter set out;
- F. The Band and the Trustees, jointly and severally, recognize Canada's desire to ensure that Land (including all Minerals in, respect thereof) with a surface area equal to the Band's Shortfall Acres be purchased utilizing the Trust Property pursuant to the Band Specific Agreement and the terms hereof and, thereafter, set apart as an Entitlement Reserve or Entitlement Reserves for the use and benefit of the Band;
- G. By ratification vote held on the day of , 199 , the majority of the Members of the Band have assented to and approved the execution and delivery of the Band Specific Agreement and this Agreement, and have authorized and directed the Chief and Councillors to sign and deliver the Band Specific Agreement, this Agreement and all related documentation; and
- H. The Institution has agreed to act as the depository of the Trust Property in accordance with the terms and provisions set forth in Part II and III hereof.

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

1. DEFINITIONS:

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

- (1) "Acquisition Costs" means the costs incurred in relation to the Purchase of Land, Minerals or Improvements by or on behalf of the Band (other than the Price paid to the vendor in respect thereof), and includes, without limitation, legal fees, applicable taxes and tax adjustments, land titles registration and search costs, appraisal costs, surveyor certificate costs and real estate commissions and all reasonable costs associated directly with and incurred by the Band or the Trustees in relation to site identification and approval and, in relation to Entitlement Land, also includes the cost of satisfying the obligations set forth in section 8.02 of the Framework Agreement and the cost of discharging other Third Party Interests;
- (2) "Agreement", "this Agreement", "hereto", "hereof", "herein", "hereunder", "hereby" and similar expressions refer, unless otherwise expressly stated, to this agreement, including the recitals and the Schedules attached hereto, and not any particular article, section, subsection, paragraph or other subdivision hereof or thereof;
- (3) "Agreement to Purchase" means a written agreement containing covenants granting the Trustees the right and obligation to purchase Land, Minerals or Improvements and, for greater certainty, may include a written agreement granting an option to purchase the same;
- (4) "Authorized Expenses" means, collectively, those expenses described in subsections 9.01(0 and (g), which are authorized to be paid by the Trustees from the Revenue Trust Account from time to time;
- (5) "Authorized Investments" means any of those instruments, notes, bonds or other securities which the Trustees are authorized to purchase, in accordance with the terms hereof, with funds from the Trust Account or Revenue Trust Account, and which authorized forms of investment are, prior to the Band's Shortfall Acres Acquisition Date, more particularly set forth in Schedule "B" hereto;
- (6) "Band" means the Band of Indians of Saskatchewan, being the party of the first part;

- (7) "Band Account" means a general operating account of the Band to be established by the Chief and Council on behalf of the Band at the Institution to be operated in accordance with the banking procedures established between the Band Council and the Institution;
- (8) "Band Banking Certificate" means the certificate to be provided from time to time by the of the Band to the Institution certifying the names of the then current Chief and Councillors of the Band and evidencing their signatures;
- (9) "Band Development" means the investment and utilization of Trust Property by the Trustees on behalf of the Band for the purpose of Business, acquisition of Land, Minerals or Improvements (including Entitlement Land) or any project for the use, development, advantage or benefit of the Band or members of the Band;
- (10) "Band Specific Agreement" means in respect of the Band, an agreement in the form contemplated pursuant to Appendix 1 of the Framework Agreement, to be entered into between the Band and Canada to give effect to the provisions of the Framework Agreement among the Band, Canada and Saskatchewan;
- (11) "Beneficiary" means the Band in its capacity as the beneficiary of the Treaty Land Entitlement Trust;
- (12) "Business" means an activity or undertaking the primary objective of which is to provide goods, services, programs or capital assistance to members of the Band or any activity or undertaking for profit;
- (13) "Canada" means Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development;
- (14) "Chief" has the meaning ascribed thereto in the Act;
- (15) "Council" means, in respect of the Band, the "council of the band" within the meaning of the Act;
- (16) "Councillor" means a member of the Council in accordance with the Act;

- (17) "Entitlement Land" means Lands, Minerals or Improvements in Saskatchewan hereafter Purchased and which are intended to be set apart as an Entitlement Reserve pursuant to the provisions of the Band Specific Agreement and this Agreement;
- (18) "Entitlement Monies" means those monies (together with interest thereon) to be paid to the Band in accordance with Article 3 of the Framework Agreement, (being the aggregate of its Equity Payment, Minerals Payment, and if applicable, Honour Payment) the total of which is set forth in Column 16 of Schedule 1 of the Framework Agreement;
- (19) "Entitlement Reserve" means Entitlement Land which is set apart by Canada as a Reserve for the use and benefit of the Band pursuant to the Framework Agreement, the Band Specific Agreement and this Agreement;
- (20) "Fiscal Year" means such period of not more than twelve months as may be established by the Trustees from time to time as the fiscal year of the Treaty Land Entitlement Trust and, unless otherwise established by the Trustees, the fiscal year shall terminate on the day of of each year, being the Band's fiscal year end;
- (21) "Framework Agreement" means the agreement so titled entered into on the 22nd day of September, 1992 among certain Indian bands in the Province of Saskatchewan (including the Band), Saskatchewan and Canada;
- (22) "Improvements" means all buildings or structures erected or placed on, over or under Land and, unless otherwise expressly provided herein, includes, without limitation, anything affixed to or incorporated, therein, the plant and equipment of any oil or gas well or mine, any pipeline on or under Land, fencing, and any dugouts or other alterations to Land designed to facilitate the collection and retention of water;
- (23) "Independent Trustee" means a Trustee who is not a member of the Band or an individual Related to a member of the Band;
- (24) "Indian" has the meaning ascribed thereto. in the Act;
- (25) "**Indian Act**" or "Act" means the **Indian Act**, R.S.C. 1985, c. 1-5 and the regulations made thereunder, as the same may be amended or replaced from time to time, and any reference herein to a section of or regulation under the **Indian Act** shall include that section or regulation as amended or replaced from time to time;

- (26) "Institution" means , being the party of the third part hereto;
- (27) "Investment Instruments" means, collectively, those certificates, instruments, documents or other written material which evidence Authorized Investments;
- (28) "Land" means real property, chattels real, or any interests therein or in the nature thereof and, unless the context otherwise requires, excludes Minerals and Improvements;
- (29) "Member of the Band", when used in respect of the Band, has the meaning ascribed to "member of a band" as defined in the Act;
- (30) "Mineral Disposition" means any rights granted by the Fee Simple Mineral Owner under a lease or any other instrument pursuant to which any Person has obtained the right to explore for, drill for, produce or otherwise extract any Mineral, and includes any right to a share or interest in the proceeds of the production of any Minerals, whether those rights have been granted by the Fee Simple Mineral Owner or not, and any right to compensation pursuant to sections 23 and 23.1 of *The Crown Minerals Act*, S.S. 1984-85-86, c.C-50.2, provided that any of such rights were in force immediately prior to the Purchase of Land or, thereafter, at any time prior to the transfer of Entitlement Land to Canada, but shall be deemed to exclude Third Party Interests and any security interest, mortgage or similar financing arrangements;
- (31) "Minerals" means any non-viable substance formed by the processes of nature, irrespective of chemical or physical state, and includes such substances both before and after extraction, or any interest in the same and further includes any interest or improvement in the nature of a mine, but does not include any surface or ground water, agricultural soil or sand and gravel;
- (32) " Treaty Land Entitlement Trust" means the trust created pursuant to the terms of this Agreement to be administered by the Trustees for the benefit of the Band as Beneficiary;
- (33) "Person" means any individual, proprietor, corporation, partnership, trust, joint venture, unincorporated organization, Indian Band, union or a governmental body and their respective heirs, legal representatives, successors and assigns;

- (34) "Price" means an accurate projection of the cost of acquiring Entitlement Land and shall include, without limitation, the purchase price thereof after all applicable adjustments (including, without limitation, tax adjustments, insurance, rents and other income and outgoings);
- (35) "Projected Cost" means a written statement containing full particulars of the expected price to acquire, or the expected cost to establish or undertake, Band Development, which shall include:
- (a) in respect of a Business related acquisition, particulars of all costs incidental and ancillary to the acquisition or the establishment of the Business and the financing of its operations, together with an aggregate total of all such costs; and
 - (b) in respect of the purchase of Land, Minerals or Improvements, the Price, including the Acquisition Costs in respect thereof;
 - (c) "Purchase" or "Purchased" means a purchase of Land, Minerals or Improvements by the Trustees or an agent of an Entitlement Band in accordance with the requirements of this Agreement, and may include the acquisition of ownership rights by means other than a transaction of purchase and sale;
- (36) "Related" means related by blood, marriage or adoption;
- (37) "Release Direction" has the meaning ascribed thereto in subsection 10.01(e) hereof;
- (38) "Reserve" has the meaning ascribed thereto in the Act;
- (39) "Revenue Trust Account" means the account so titled, to be established by the Trustees at the Institution pursuant to this Agreement;
- (40) "Revenue Trust Account Direction" means any one of the Revenue Trust Account Authorized Expense Direction, the Revenue Trust Account Investment Direction or the Revenue Trust Account Transfer, Direction, which may from time to time be executed by the Trustees and delivered to the Institution to effect the transfer, release or payment of monies from the Revenue Trust Account;

- (41) "Revenue Trust Account Authorized Expense Direction" means the direction, in the form attached hereto as Schedule "C", to be delivered to the Institution in respect of the release of monies from the Revenue Trust Account for the purpose of paying Authorized Expenses as contemplated in subsections 9.01(f) and 9.01(g) hereof;
- (42) "Revenue Trust Account Investment Direction" means the direction, in the form attached hereto as Schedule "D", to be delivered to the Institution in respect of the release of monies from the Revenue Trust Account for investment purposes as contemplated in subsection 7.01(h) and Article 10 hereof;
- (43) "Revenue Trust Account Transfer Direction" means the direction, in the form attached hereto as Schedule "E", to be delivered to the Institution in respect of the release of monies from the Revenue Trust Account for the purpose of transferring the same to the Band Account as contemplated in subsections 6.01(b) and 7.01(f) hereof;
- (44) "Revenues Realized" means the revenues that are actually realized during a Fiscal Year from that portion of the Trust Property in the Trust Account (which portion of the Trust Property, for greater certainty, includes any and all Investment Instruments in which monies from the Trust Account may from time to time be invested hereunder by the Trustees) as such revenues are determined in accordance with Canadian generally accepted accounting principles, consistently applied;
- (45) "Saskatchewan" means Her Majesty the Queen in Right of Saskatchewan, as represented by the Minister of Indian and Metis Affairs;
- (46) "Schedule" means a schedule to this Agreement;
- (47) "Shortfall Acres" in respect of the Band, means that area of Land (including all existing Minerals in respect thereof), the total acreage of which is set forth in column 4 of Schedule 1 of the Framework Agreement;
- (48) "Shortfall Acres Acquisition Date" means in respect of the Band, the date upon which Entitlement Land (including all existing Minerals in respect thereof), in an aggregate area at least equal to the Band's Shortfall Acres, has been transferred to Canada to be set apart as an Entitlement Reserve or Entitlement Reserves;
- (49) "Substituted Institution" has the meaning ascribed thereto in Article 11 hereof;

- (50) "Third Party Interest" means the legal interest of any Person, other than a party hereto, in Land, Minerals or Improvements and, without in any way limiting the generality of the foregoing, includes the interest held by an Occupant of Crown Land, leases, mortgages, charges, encumbrances, registered builders' liens, writs of execution, easements (including Public Utility Easements), rights of way, restrictive covenants, party wall agreements, building restriction caveats and other caveats, provided the same are in force immediately prior to the Purchase of the Land, Minerals or Improvements or, thereafter, at any time prior to the transfer of the same to Canada, but shall, for greater certainty, exclude an Interest in a Mineral Disposition;
- (51) "Trust Account" means the account so titled, to be established by the Trustees at the Institution, to which Canada, shall deposit the Entitlement Monies;
- (52) "Trust Account Band Development Direction" means the direction, in the form attached hereto as Schedule "F", to be delivered to the Institution in respect of the release of, or payment of, monies from the Trust Account for Band Development purposes as contemplated in subsections 5.01(c) and 7.01(c) hereof;
- (53) "Trust Account Direction" means, any one of the Trust Account Band Development Direction, the Trust Account Investment Direction, the Trust Account Land Acquisition Direction or the Trust Account Revenue Distribution Direction to be executed from time to time by the Trustees and delivered to the Institution to effect, as the case may be, the transfer, investment or payment of monies from the Trust Account;
- (54) "Trust Account Investment Direction" means the direction, in the form attached hereto as Schedule "G", to be delivered to the Institution in respect of the release of, or payment of, monies from the Trust Account for investment purposes as contemplated in subsection 7.01(e) and Article 10 hereof;
- (55) "Trust Account Land Acquisition Direction" means the direction, in the form attached hereto as Schedule "H", to be delivered to the Institution in respect of the release of, or payment of, monies from the Trust Account for acquisition of Entitlement Land as contemplated in Article 4 and subsection 7.01(b) hereof;
- (56) "Trust Account Revenue Certificate" means the certificate prepared and executed by the auditor of the Trust Account certifying the Revenues Realized in respect of the Trust Account for the immediately preceding Fiscal Year;

- (57) "Trust Account Revenue Distribution Direction" means the direction, in the form attached hereto as Schedule "I", to be delivered to the Institution in respect of the transfer of Revenues Realized in a given Fiscal Year from the Trust Account to the Revenue Trust Account as contemplated in subsections 6.01(a) and 7.01(d) hereof;
- (58) "Trust Property" means the Entitlement Monies deposited by Canada to the Trust Account and includes all monies now or hereafter on deposit in the Trust Account or the Revenue Trust Account (which for greater certainty includes any and all Investment Instruments in which the monies in the Trust Account or Revenue Trust Account may from time to time be invested hereunder by the Trustees as specified herein) as well as any additions or accruals thereto and also includes, without limitation, all interest revenue and other income realized thereon, the net proceeds of sale of all Entitlement Land sold pursuant to subsection 4.01(f) of this Agreement, and all sums repaid to the Trustees pursuant to subsection 5.01(d) of this Agreement;
- (59) "Trustees" means in respect of the Band, collectively those individuals appointed to act as a Trustee on behalf of the Band pursuant to this Agreement, and any individuals from time to time thereafter appointed or substituted therefor, and "Trustee" means anyone of such Trustees; and
- (60) "Trustees Certificate" means the certificate to be provided by from time to time to the Institution, certifying the names of the then current Trustees and evidencing their signatures.

PART I

TRUST ARRANGEMENTS BETWEEN THE BAND AND THE TRUSTEES

2. CREATION OF TREATY LAND ENTITLEMENT TRUST:

2.01 The parties agree that the Treaty Land Entitlement Trust is established pursuant to the terms of this Agreement. Each of the parties further acknowledge and agree that the terms and provisions contained in Part I of this Agreement are only binding upon the Band and the Trustees.

2.02 The Band and the Trustees hereby acknowledge and agree that Canada's sole obligation, duty or responsibility with respect to the Entitlement Monies whether under this Agreement or the Band Specific Agreement, is to deposit the Entitlement Monies to the Trust Account.

2.03 The Trust Property comprising the Treaty Land Entitlement Trust shall, initially, be the Entitlement Monies in the amount of (\$) Dollars to be deposited by Canada, from the Treaty Land Entitlement (Saskatchewan) Fund into the Trust Account and, thereafter, such other Entitlement Monies as are on deposit in the Trust Account and Revenue Trust Account from time to time including, *inter alia*, monies invested by the Trustees pursuant to the terms hereof.

2.04 Canada agrees to transfer and the Trustees agree to accept and hold the Entitlement Monies, (which, for greater certainty, includes all future payments thereof) in trust for the Beneficiary, upon and subject to the trusts set forth in this Agreement.

2.05 Subject only to section 24.02 hereof, all beneficial right, title, interest and benefit in and to the Trust Property shall vest in the Beneficiary.

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

3. APPLICATION AND USE OF THE TRUST PROPERTY:

3.01 The Trustees shall receive, hold and use the Trust Property upon trust for the benefit of the Beneficiary, and the Trustees shall deal with the Trust Property upon the following specific trusts, namely:

- (a) **Trust Account:** The portion of the Trust Property from time to time on deposit in the Trust Account, (which includes, for greater certainty, those funds invested in Investment

Instruments purchased utilizing funds from the Trust Account and all accrued interest thereon), shall be utilized by the Trustees only for the following purposes:

- (i) subject only to subparagraphs 3.01(a)(iii), (iv) and (v) hereof, prior to the Shortfall Acres Acquisition Date only for the Purchase of Entitlement Land, including all Minerals and Improvements, in accordance with sections 4.01 to 4.04 inclusive, 5.01, Article 8 and Article 11 of the Framework Agreement, to be set apart by Canada as an Entitlement Reserve (or Entitlement Reserves) for the use and benefit of the Band in accordance with the terms and conditions of the Band Specific Agreement and the Framework Agreement;
 - (ii) subject only to subparagraphs 3.01(a)(iii), (iv) and (v) hereof, from and after the Shortfall Acres Acquisition Date, only for Band Development;
 - (iii) for distribution in each Fiscal Year of the Revenues Realized during the previous Fiscal Year from the Trust Account to the Revenue Trust Account, subject to and in accordance with the provisions of subsection 6.01(a) hereof;
 - (iv) for the purchase of Authorized Investments, subject to and in accordance with the provisions of Article 10 hereof; and
 - (v) for payment to the Band in accordance with subsections 4.01(b) and 4.01(c) of the Framework Agreement.
- (b) **Revenue Trust Account:** The portion of the Trust Property from time to time on deposit in the Revenue Trust Account, (which includes, for greater certainty, those funds invested in Investment Instruments purchased utilizing funds from the Revenue Trust Account and all accrued interest thereon), shall be utilized by the Trustees only for:
- (i) distribution of all or any portion thereof to the Band Account, subject to and in accordance with the provisions of subsection 6.01(b) hereof;
 - (ii) payment of Authorized Expenses; and
 - (iii) the purchase of Authorized Investments, subject to and in accordance with the provisions of Article 10 hereof.

3.02 For greater certainty, and without in any way limiting the generality of the foregoing:

- (a) the portion of Trust Property in the Trust Account shall not be used, directly or indirectly, for per capita distribution by the Trustees to the Band, the Chief or Council, or to Members of the Band provided, however, that the portion of the Trust Property in the Revenue Trust Account may at any time be utilized for such per capita distribution; and

- (b) the Trustees shall not mortgage, pledge, hypothecate or in any way encumber the Trust Property or any interest therein, for any purpose whatsoever, and the trustees shall not lend, invest, release, distribute or advance the Trust Property except as may be specifically authorized in the Framework Agreement and this Agreement.

4. **USE OF TRUST PROPERTY FOR ACQUIRING ENTITLEMENT LAND:**

4.01 The Trustees are hereby authorized and empowered to carry out the trust in respect of the Purchase of Entitlement Land as set forth in subparagraph 3.01(a)(i) hereof in accordance with the following procedures:

- (a) Council shall deliver to the Trustees a true copy of a Band Council Resolution containing a written recommendation to Purchase Entitlement Land. The said Band Council Resolution shall also contain the legal and, where applicable, civic description of selected Entitlement Land and the Price to be paid in respect thereof, which selected Entitlement Land must be eligible for acquisition pursuant to the terms and conditions hereof and of the Band Specific Agreement;
- (b) the Trustees shall review the recommendation of Council and, upon confirming that the selected Entitlement Land is eligible for acquisition by the Trustees pursuant to the terms and conditions hereof, shall indicate their unanimous approval to Council, in writing, in respect of the selected Entitlement Land and Price recommended by Council;
- (c) thereafter, the Trustees may enter into an Agreement to Purchase the approved Entitlement Land at a Price not in excess of the approved Price, which agreement shall include an unqualified right in the Trustees to assign to Canada the Trustees' rights (but not obligations) under the Agreement to Purchase;
- (d) the Trustees, upon entering into an Agreement to Purchase Entitlement Land in accordance with this Article 4, shall:
 - (i) arrange for the withdrawal of money from the Trust Account by means of a Trust Account Land Acquisition Direction executed in the manner set out in subsection 7.01(b) of this Agreement, that is not in excess of the approved Price and Acquisition Costs to purchase the selected Entitlement Land;
 - (ii) arrange for placement of such money by the Institution into the trust account of a practising solicitor in and for the Province of Saskatchewan, to complete the purchase of Entitlement Land at the approved Price and in accordance with the terms of the Agreement to Purchase and the terms hereof;

- (iii) prior to the Shortfall Acres Acquisition Date, arrange for the discharge of the Third Party Interests referred to in section 8.02 of the Framework Agreement at the time of completion of the Purchase of Entitlement Land; and
 - (iv) deliver a fully executed copy of the Agreement to Purchase to the Band;
- (e) the Trustees shall be under obligation, at Council's direction, but subject always to Canada's prior written consent, to assign the Trustees' interest in the Agreement to Purchase the approved Entitlement Land to Canada, such assignment to be made in favour of Canada or her successors;
- (f) in the event that, prior to the Shortfall Acres Acquisition Date, Entitlement Land or an interest therein has inadvertently been acquired under this Article by the Trustees that does not comply with or meet the criteria for acquisition of Entitlement Land set forth in the Band Specific Agreement or Framework Agreement, such Entitlement Land shall be sold by the Trustees or, if such Entitlement Land is in the name of Canada shall be sold by Canada, as the case may be, and the net proceeds of such sale shall be returned to, and form part of, the Trust Property and be forthwith redeposited to the Trust Account.
- (g) Notwithstanding any other provision in this Agreement, until the Shortfall Acres Acquisition Date, the Trustees shall not grant their approval pursuant to subsection 4.01(b) above, nor enter into any Agreement to Purchase Entitlement Land if the average Price per acre (including the amounts paid for Improvements, Minerals and Acquisition Costs) would exceed the average price per acre calculated in accordance with section 4.03 of the Framework Agreement.
- (h) Trust Property on deposit in the Trust Account which is expended on Acquisition Costs, the Purchase of Land, Minerals or Improvements, the satisfaction or accommodation of Occupants of Crown Land, Mineral Disposition Holders and Third Party Interest Holders, together with the costs of conducting feasibility studies, appraisals and environmental assessments (other than those costs to be incurred by Canada in accordance with subsection 11.07(a) of the Framework Agreement) shall be deemed for the purposes of this Agreement to have been spent for the Purchase of Land, Minerals and Improvements. Notwithstanding the foregoing, to the extent any of the foregoing costs or expenditures have been paid by a Band from its Revenue Trust Account or with other monies not drawn on, or to be reimbursed from, its Trust Account, then such costs and expenditures shall be deemed, for the purposes of section 4.03 and the Trust Agreement, not to have been spent for the Purchase of Land, Minerals and Improvements.

5. USE OF TRUST PROPERTY FOR BAND DEVELOPMENT:

5.01 The Trustees are hereby authorized and empowered to carry out the trust in respect of Band Development as set forth in subparagraph 3.01(a)(ii) hereof and the procedures to be followed by the Trustees for distribution of funds from the Trust Account for Band Development purposes (which distribution for Band Development purposes shall, in any event, only occur from and after the Shortfall Acres Acquisition Date) shall be as follows:

- (a) Council shall deliver to the Trustees a true copy of a Band Council Resolution containing a written recommendation to invest in Band Development together with a description thereof and the Projected Cost thereof;
- (b) if the selected form of Band Development recommended by Council is eligible to be undertaken pursuant to the Band Specific Agreement and this Agreement, acceptance and ratification thereof shall then be confirmed by the Trustees in writing to the Council;
- (c) the Trustees shall arrange for the withdrawal of money from the Trust Account by means of a Trust Account Band Development Direction executed in the manner set forth in subsection 7.01(c) in an aggregate sum that is not in excess of the Projected Cost, Acquisition Costs and the cost of discharging Third Party Interests of the approved Band Development to be undertaken or established; and
- (d) in the event the Trustees distribute the Trust-Property pursuant to subsection (c) above, and the Band Development to be undertaken or established pursuant to subsections (a) and (b) above is not completed, within six (6) months following the date of the Band Council Resolution as aforesaid, the Band shall forthwith thereafter repay to the Trustees all Trust Property distributed by the Trustees on account of the proposed Band Development which funds, when received, shall be forthwith redeposited by the Trustees to the Trust Account.

6. **USE OF TRUST PROPERTY FOR DISTRIBUTION OF INCOME FROM THE TRUST ACCOUNT AND REVENUE TRUST ACCOUNT:**

- 6.01 (a) **Trust Account:** The Trustees are hereby authorized and empowered to carry out the trust in respect of distribution of Revenues Realized from the Trust Account to the Revenue Trust Account as set forth in subparagraph 3.01(a)(iii) and the procedures to be followed by the Trustees for distribution of Revenues Realized shall be as follows:
- (i) in any given Fiscal Year, monies in an amount up to, but not in excess of one hundred (100%) percent of the Revenues Realized during the preceding Fiscal Year shall, upon receipt by the Trustees of a Band Council Resolution to such effect, be disbursed from the Trust Account to the Revenue Trust Account;
 - (ii) the Trustees shall disburse the Revenues Realized from the Trust Account to the Revenue Trust Account by means of a Trust Account Revenue Distribution Direction executed in the manner set forth in subsection 7.01(d) hereof; and
 - (iii) for greater certainty, any Revenues Realized earned in respect of Trust Property on deposit in the Trust Account which is eligible for distribution to the Revenue Trust Account in any Fiscal Year and which is not so distributed in accordance with subparagraph 6.01(a)(i) hereof, shall be eligible for distribution in subsequent Fiscal Years to the Revenue Trust Account.
- (b) **Revenue Trust Account:** The Trustees are hereby authorized and empowered to carry out the trust in respect of the transfer of Trust Property from the Revenue Trust Account to the Band Account as set forth in subparagraph 3.01(b)(i) and the procedures to be followed by the Trustees for distribution of money shall be as follows:
- (i) at any time, monies on deposit in the Revenue Trust Account may be disbursed to the Band Account, upon receipt by the Trustees of a Band Council Resolution to such effect. The Trustees shall disburse monies on deposit in the Revenue Trust Account to the Band Account by means of a Revenue Trust Account Transfer Direction executed in the manner set forth in subsection 7.01(f). The Band agrees that all monies so disbursed to the Band Account shall be utilized by the Band for the benefit of the Members of the Band; and
 - (ii) in this subsection 6.01(b) only, "benefit of the Members of the Band" means socio-economic benefits which are intended to accrue to Members of the Band and which are associated with any (or all) of the following:
 - (A) Band Development;
 - (B) agriculture;

- (C) recreation and culture;
- (D) education.

7. OPERATION OF THE TRUST ACCOUNT AND THE REVENUE TRUST ACCOUNT:

- 7.01 (a) For greater certainty, no monies shall be withdrawn from the Trust Account or the Revenue Trust Account by the Trustees or by any other party except by means of the appropriate Trust Account Direction or Revenue Trust Account Direction.
- (b) Monies to be withdrawn from the Trust Account for the purchase of Entitlement Land up to and including the Shortfall Acres Acquisition Date may only be withdrawn by means of a Trust Account Land Acquisition Direction which has been executed by all of the Trustees named in the most recent Trustees Certificate in the possession of the Institution.
- (c) Monies to be withdrawn from the Trust Account for Band Development may only be withdrawn:
- (i) after the Shortfall Acres Acquisition Date; and
 - (ii) by means of a Trust Account Band Development Direction which has been executed by a majority of the Trustees named in the most recent Trustees Certificate in the possession of the Institution.
- (d) Monies to be withdrawn from the Trust Account for distributing Revenues Realized from the Trust Account to the Revenue Trust Account may only be withdrawn by means of a Trust Account Revenue Distribution Direction which has been executed by a majority of the Trustees named in the most recent Trustees Certificate in the possession of the Institution.
- (e) Monies to be withdrawn from the Trust Account for the purchase of Authorized Investments may only be withdrawn by means of a Trust Account Investment Direction which has been executed by a majority of the Trustees named in the most recent Trustees Certificate in the possession of the Institution.
- (f) Monies to be withdrawn from the Revenue Trust Account for transfer to the Band Account may only be withdrawn by means of a Revenue Trust Account Transfer Direction which has been executed by a majority of the Trustees named in the most recent Trustees Certificate in the possession of the Institution.

- (g) Monies to be withdrawn from the Revenue Trust Account for the payment of Authorized Expenses may only be withdrawn by means of a Revenue Trust Account Authorized Expense Direction to be delivered to the Institution and which is executed:
 - (i) in the case of payment of any Authorized Expense in an amount exceeding Five Hundred (\$500.00) Dollars, by two (2) of the Trustees named in the most recent Trustees Certificate in the possession of the Institution; and
 - (ii) in any other case, by one (1) of the Trustees named in the most recent Trustees Certificate in the possession of the Institution;
- (h) Monies to be withdrawn from the Revenue Trust Account for the purchase of Authorized Investments may only be withdrawn by means of a Revenue Trust Account Investment Direction which has been executed by a majority of the Trustees named in the most recent Trustees Certificate delivered to the Institution.
- (i) Notwithstanding the foregoing and, in particular, section 6 hereof, the Trustees may, within thirty (30) days of the date the Revenue Trust Account is first established, transfer an amount not in excess of three (3%) percent of the funds on deposit in the Trust Account to the Revenue Trust Account by delivering to the Institution a Trust Account Revenue Distribution Direction executed by all of the Trustees named in the most recent Trustees Certificate, provided that an amount equal to the sum so transferred shall be deducted from the amount of Revenues Realized eligible for distribution to the Revenue Trust Account in the next succeeding Fiscal Year and to the extent there are insufficient Revenues Realized eligible for such distribution in the next succeeding Fiscal Year, deductions shall continue to be made from Revenues Realized eligible for such distribution in subsequent Fiscal Years until the entire transferred sum has been accounted for;

8. **APPOINTMENT OF TRUSTEES:**

- 8.01 (a) The Band hereby agrees to have the Council appoint each of the Trustees, one of whom shall, prior to the Shortfall Acres Acquisition Date, be an Independent Trustee, to act as the Trustees of the Treaty Land Entitlement Trust, for and on behalf of the Beneficiary, subject to the terms and conditions of this Agreement and all obligations of a trustee, whether at common law or statutory.
- (b) The Trustees each accept their appointment as Trustee, accept the duties and obligations as Trustee contained herein, and agree to observe and carry out the same according to the terms and conditions hereof.
- (c) All Trustees, as a condition precedent to their appointment as a Trustee, shall bond from a obtain and at all times maintain in favour of the Band, a fidelity bond from a surety

company acceptable to a Band in the penal sum that is not less than for the true and faithful performance of Trustees' obligations under this Agreement provided that the Chief and Council of the Band, in their discretion, may by Band Council Resolution waive this requirement in respect of any particular Trustee.

- (d) Any Trustee appointed after the execution hereof, whether in substitution or replacement of a Trustee shall, prior to such appointment being effective, agree to become a party to, and be bound by, the terms and conditions hereof.

9. POWERS OF TRUSTEES:

9.01 Subject to the terms hereof, the Trustees are authorized and empowered to act in the manner specified in sections 4, 5, 6 and 10 hereof and further are authorized and empowered to:

- (a) retain, dismiss and replace independent advisors (including, without limiting the generality of the foregoing, legal counsel, accountants and auditors, bookkeepers, investment advisors, realtors, appraisers, property managers, auctioneers, architects and engineers) to assist the Trustees in carrying out their responsibilities and obligations under this Agreement. The Trustees may but shall not be bound to act upon the advice of such advisors and shall not be responsible for any loss caused by so acting (or not so acting) provided the decision to so act (or not so act) was reasonable in the circumstances;
- (b) establish the Trust Account and the Revenue Trust Account with the Institution, provided that subsequent to the Shortfall Acres Acquisition Date, the Trustees may establish a Trust Account and Revenue Trust Account at more than one Institution for the administration of the Trust Property, and, subject always to the provisions of this Agreement, make such reasonable arrangements governing banking procedures as they from time to time deem advisable including, if they so desire, the delegation of authority to sign cheques and withdraw monies from the Revenue Trust Account (but not in any event from the Trust Account) to no less than () of the Trustees, provided that such delegation shall be in writing signed by all of the Trustees;
- (c) make, and amend from time to time, such rules that they deem appropriate and reasonable to govern their procedures, provided that such rules shall not be inconsistent with this Agreement, or any provision hereof, or any laws which govern Trustees generally and, provided further, that the Trustees shall not have the right to make any rules with respect to the investment, disbursement or transfer of Trust Property, or any portion thereof, or to make or amend any rules which are inconsistent, herewith;
- (d) institute, prosecute and defend any suits or actions or other proceedings affecting them or the Trust Property or any part thereof, and make application to any court of competent jurisdiction in respect of this Agreement;

- (e) pay from the Revenue Trust Account, by means of a Revenue Trust Account Authorized Expense Direction, executed in the manner set forth in subsection 7.01(f) hereof, the costs associated with maintenance of the accounts hereunder at the Institution, audit costs, the reasonable salaries, wages, fees and costs in respect of the Trust Property payable to those Persons referred to in subsection 9.01(b), and the property taxes and other reasonable expenses incidental to the ownership by the Trustees of Entitlement Land;
- (f) pay from the Revenue Trust Account, by means of a Revenue Trust Account Authorized Expense Direction, executed by all of the Trustees, reasonable remuneration to the Trustees for their services provided hereunder (but subject always to a review by a court of competent jurisdiction), and to reimburse Trustees in respect of expenses reasonably incurred by Trustees in carrying out the terms of this Agreement, including the reimbursement (or direct payment) of the cost of any premium paid to obtain or maintain any fidelity bond required in accordance with subsection 8.01(c) of this Agreement;
- (g) as required pursuant to subsection 15.01(a) of this Agreement, engage and pay for the services of a qualified independent auditor to issue an audit report; and
- (h) execute all documentation required by the Institution reasonably necessary or incidental to the proper and effective administration of the Trust Account, Revenue Trust Account or the Trust Property generally.

10. PURCHASE OF AUTHORIZED INVESTMENTS:

- 10.01 (a) The Trustees are authorized and empowered to invest monies on deposit in the Trust Account or the Revenue Trust Account to purchase Authorized Investments.
- (b) The Trustees may direct the Institution to transfer funds from the Trust Account for the purchase of Authorized Investments by means of a Trust Account Investment Direction (executed in the manner contemplated by subsection 7.01(d) or from the Revenue Trust Account for the purchase of Authorized Investments by means of a Revenue Trust Account Investment Direction (executed in the manner contemplated by subsection 7.01(g)).
- (c) On receipt by the Institution of a duly executed Trust Account Investment Direction or a Revenue Trust Account Investment Direction, as the case may be, the Institution shall, subject to the terms of any governing banking arrangements, permit the withdrawal of funds necessary to purchase the Authorized Investments, by means of a cheque or bank draft made payable to the issuer. of, or agent handling the sale of, the Authorized Investment.

- (d) The Trustees shall ensure that all Investment Instruments are delivered for safekeeping to the Institution, to be held by the Institution for the Trustees as a common depository for the same.
- (e) Authorized Investments may be disposed of by the Trustees providing to the Institution a direction from the Trustees in the form set forth in Schedule "J" (hereinafter referred to as the "Release Direction"). Upon receipt thereof, the Institution shall release and transfer the Investment Instruments in accordance with said Release Direction and as set forth in Part II hereof. The Trustees shall ensure all funds received from the disposition of the Authorized Investments shall be deposited by the Institution on behalf of the Trustees to the Trust Account or the Revenue Trust Account, as the case may be.

11. TRANSFER OF TRUST PROPERTY TO SUBSTITUTE INSTITUTION:

- 11.01 (a) The Trust Property may, upon thirty (30) days' written notice by the Trustees to the Institution, be transferred by the Institution to any financial institution named in Schedule I of the **Bank Act** R.S.C. 1985, c.B-1, Peace Hills Trust Company, or, prior to Shortfall Acres Acquisition Date, any other financial institution which may be acceptable to Canada, acting reasonably, and following such date, any other financial institution agreeable to the Band and the Trustees, provided that:
- (i) prior to transfer of the Trust Property the Band, the Trustees and the financial institution (hereinafter referred to as the "Substituted Institution") enter into a written agreement containing the same terms and conditions as this Agreement; and
 - (ii) the Substituted Institution is a member institution in respect of which the Canada Deposit Insurance Corporation (or some other financially secure organization) has a duty to insure deposits, including, without limitation, pursuant to the **Canada Deposit Insurance Corporation Act** R.S.C. 1985, c. C-3, s. 1.
- (b) The Trustees shall disclose to the Institution and each Substituted Institution the interest of the Beneficiary of this Agreement on the records of the Institution and each Substituted Institution so that the interest of each Beneficiary in a deposit with the Institution shall be deemed for purposes of deposit insurance with the Canada Deposit Insurance Corporation to be a separate deposit pursuant to section 3(3) of the Schedule to the **Canada Deposit Insurance Corporation Act**, R.S.C. 1985, c. C-3, s.1.

12. NUMBER OF TRUSTEES AND TERM OF APPOINTMENT:

- 12.01 The Trustees shall serve a term of three (3) years, subject to the following:

- (a) except for the period pending the filling of a vacancy, there shall be at all times three (3) Trustees in office;
- (b) the initial Trustees shall serve their term commencing on the effective date of this Agreement;
- (c) the Council shall appoint or reappoint a Trustee upon the resignation, removal or death of a Trustee, or upon expiration of a Trustee's term of office; and
- (d) the Council shall appoint Trustees so that:
 - (i) one (1) Trustee shall be either the Chief or a Councillor of the Band;
 - (ii) one (1) Trustee shall, to and including the Shortfall Acres Acquisition Date, be an Independent Trustee and, thereafter, may be selected from at large; and
 - (iii) the remaining Trustee shall be a Member of the Band.

13. REPLACEMENT AND RETIREMENT OF TRUSTEES:

13.01 The following rules shall govern the retirement and replacement of Trustees:

- (a) a Trustee shall serve until:
 - (i) he or she dies;
 - (ii) he or she resigns;
 - (iii) he or she is bankrupt or charged with an indictable offence, fraud, or any offence involving the Trust Property or the exercise of his or her responsibilities as a Trustee;
 - (iv) he or she is declared to be mentally incompetent;
 - (v) his or her term expires;
 - (vi) he or she fails, after receipt of appropriate prior notice thereof, to attend three (3) consecutive meetings of the Trustees;
 - (vii) he or she fails to disclose his or her interest in a material contract in accordance with Article 16 of this Agreement, or votes on any resolution contrary to Article 16 of this Agreement.

- (b) if a vacancy amongst the Trustees occurs, it shall be filled by the Council as soon as reasonably possible thereafter, but in any event within thirty (30) days of the date that such vacancy occurs.

14. CONDUCT OF MEETINGS:

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

- (a) the quorum for meetings of Trustees shall be three (3) Trustees, with each Trustee to be present in person, or attending by telephone or other communication facility which permits each Trustee to communicate with all other Trustees at the meeting;
- (b) the Trustees shall select a chairman for each meeting (in this section hereinafter referred to as the "Chairman") by consensus of the Trustees or, failing consensus, by a majority vote of the Trustees present at such meeting;
- (c) except as specifically otherwise provided or required herein, all decisions and actions of Trustees shall be in accordance with the majority vote of the Trustees at the meeting;
- (d) in case of a tie, the Chairman shall cast the deciding vote;
- (e) meetings of the Trustees shall be held at such place or places within Saskatchewan as the Trustees may determine, and may be held more or less frequently (but in any event at least once per year) as the Council or a majority of Trustees may from time to time determine; and
- (f) minutes of decisions taken at all Trustees meetings shall be recorded and such record shall be circulated to and signed by the Trustees taking part in the meeting.

15. DUTIES OF TRUSTEES:

- 15.01 (a) The Trustees shall maintain adequate records of all transactions affecting the Trust Property and shall cause to be prepared, for each Fiscal Year, audited financial statements prepared in accordance with Canadian generally accepted accounting principles, consistently applied. The Trustees shall have each of the financial statements audited by a qualified independent auditor, who shall provide a written report on the financial statements for each Fiscal Year to the Trustees and Council, within ninety (90) days of the end of each such Fiscal Year.
- (b) The Trustees shall provide Council with:
 - (i) a certified copy of the minutes of each meeting of Trustees; and

- (ii) a copy of all ledgers, registers and documents or recordings of transactions affecting the Trust Property as and when requested by Council;
- (c) The Trustees shall attend Band membership meetings and Council meetings, when requested by Council, and shall report on the administration of the Trust Property in relation to the purposes of the trust as set forth herein.

16. CONFLICT OF INTEREST:

16.01 (a) A Trustee who:

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

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

- (b) The disclosure required of a Trustee by subsection 16.01(a) of this Agreement shall be made:
 - (i) at the meeting at which a proposed material contract is first considered by the Trustees;
 - (ii) if the Trustee was not then interested in a proposed material contract, at the first meeting after he or she becomes so interested;
 - (iii) if the Trustee becomes interested after a material contract is made, at the first meeting after he or she becomes so interested; or
 - (iv) if a person who is interested in a material contract becomes a Trustee subsequent to execution thereof, at the first meeting after he or she becomes as Trustee.

- (c) A Trustee described in subsection 16.01(a) of this Agreement shall not take part in discussions or deliberations concerning any such material contract and shall not vote on any resolution to approve the same.
- (d) For purposes of this section a general notice to the Trustees by a Trustee declaring that he or she is a director or officer of, or has a material interest, in a Person and is to be regarded as interested in any material contract made with that Person, is a sufficient declaration of interest in relation to any material contract so made.
- (e) A material contract is neither void nor voidable by reason of a relationship contemplated in subsection 16.01(a) or by reason only that a Trustee with an interest in the material contract is present at, or is counted to determine the existence of a quorum at, a meeting of Trustees that authorized or approved the material contract if the Trustee disclosed his or her interest in accordance with subsections 16.01(b) or 16.01(d), as the case may be, the material contract was approved by the Trustees and was reasonable and fair at the time the same was approved.

PART II

BANKING AGREEMENT AMONG THE INSTITUTION, THE BAND AND THE TRUSTEES

17. OPENING OF ACCOUNTS

17.01 Upon the deposit of the Entitlement Monies with the Institution, at the branch, the Institution, the Trustees and the Band shall cause to be opened at the Institution the following three (3) accounts:

- (a) the Trust Account;
- (b) the Revenue Trust Account; and
- (c) the Band Account.

17.02 All Entitlement Monies deposited by Canada with the Institution shall be deposited into the Trust Account.

17.03 At the time of, or prior to, the opening of the Trust Account, the Revenue Trust Account and the Band Account, the Chief and Councillors of the Band and the Trustees shall execute and deliver to the Institution the following in respect of the operation of the said accounts:

- (a) the Institution's standard agreement respecting operation of accounts;
- (b) Band Banking Certificate;
- (c) Trustees Certificate; and
- (d) such other certificates, instruments and other documents as the Institution may reasonably request relating to the operation of the said accounts.

18. TRUST ACCOUNT

18.01 All Trust Property from time to time in the Trust Account shall remain in the Trust Account and may not be withdrawn therefrom except in accordance with the terms of this Agreement.

18.02 Monies may be withdrawn from the Trust Account only for the following purposes:

- (a) subject only to subsections (c), (d) and (e) below, prior to the Shortfall Acres Acquisition Date, for acquisition of Entitlement Land in accordance with the terms of Part I of this Trust Agreement;
- (b) subject only to subsections (c), (d) and (e) below, on or after the Shortfall Acres Acquisition Date, for Band Development purposes;
- (c) for Distribution of Revenues Realized;
- (d) for the purchase of Authorized Investments; and

- (e) for payment to the Bank in accordance with subsections 4.01(b) and 4.01(c) of the Framework Agreement.

18.03 The Institution shall only permit the release of monies for the purpose of acquiring Entitlement Land as set out in subsection 18.02(a) as follows:

- (a) the Institution shall be in receipt of a Trust Account Land Acquisition Direction signed by all of the Trustees named in the most recent Trustees Certificate then in the Institution's possession;
- (b) the Institution shall be in receipt of a copy of the Band Council Resolution referred to in subsection 4.01(a) hereof containing a written recommendation to purchase Entitlement Land; and
- (c) the Institution shall disburse the amount of funds set forth in the Trust Account Land Acquisition Direction from the Trust Account to the practising solicitor (or firm of practising solicitors) in and for the Province of Saskatchewan named in the said Trust Account Land Acquisition Direction.

18.04 The Institution shall only permit the release of monies for Band Development purposes as set out in subsection 18.02(b) as follows:

- (a) the Institution shall be in receipt of a certificate (the "Shortfall Acres Acquisition Date Certificate" in the form set forth in Schedule "K") duly executed by Canada and the Trustees confirming that Land at least equal to the Band's Shortfall Acres has been purchased and transferred to Reserve status, which certificate, when received, may thereafter be relied upon by the Institution and Trustees for any future transactions hereunder;
- (b) the Institution shall be in receipt of a Trust Account Band Development Direction signed by at least a majority of the Trustees named in the most recent Trustees Certificate then in the Institution's possession; and
- (c) the Institution shall disburse the amount of funds set forth in the Trust Account Band Development Direction to the Person(s) named in the said Trust Account Band Development Direction.

18.05 The Institution shall only permit the distribution of Revenues Realized as set forth in subsection 18.02(c) as follows:

- (a) the distribution of Revenues Realized must be from the Trust Account to the Revenue Trust Account;

- (b) under this section 18.05, in any given Fiscal Year, the Institution shall only permit the distribution of Revenues Realized in respect of the immediately preceding Fiscal Year and only in an amount not to exceed one hundred (100%) percent of the Revenues Realized for the preceding Fiscal Year as disclosed in the Trust Account Revenue Certificate issued by the auditor of the Trust Account in respect of such Fiscal Year;
- (c) subject to the foregoing, the Institution shall permit a distribution of Revenues Realized upon receipt of a Trust Account Revenue Distribution Direction (signed by at least a majority of the Trustees name in the most recent Trustees Certificate in the Institution's possession) in accordance with the terms set out therein;
- (d) notwithstanding the foregoing, the Institution shall, within 30 days of the date the Revenue Trust Account is first established, be permitted to transfer an amount not in excess of three (3%) percent of the funds then on deposit in the Trust Account to the Revenue Trust Account. Such a transfer may occur upon receipt of a Trust Account Revenue Distribution Direction to such effect signed by at least a majority of the Trustees named in the most recent Trustees Certificate in the Institution's possession, provided that an amount equal to the sum so transferred shall be deducted from the Revenues Realized available for distribution to the Revenue Trust Account in the next succeeding Fiscal Year, and to the extent there are insufficient Revenues Realized available for distribution in the next succeeding Fiscal Year, deductions shall continue to be made from Revenues Realized available from such distribution in subsequent Fiscal Years until the entire transferred sum has been accounted for.

18.06 The Institution shall only permit the release of monies for the purchase of Authorized Investments as set forth in subsection 18.02(d) as follows:

- (a) monies released from the Trust Account may only be invested in Authorized Investments;
- (b) the Institution, before releasing funds from the Trust Account for investment purposes, must be in receipt of a Trust Account Investment Direction signed by at least a majority of Trustees named in the most recent Trustees Certificate then in the Institution's possession;
- (c) subject to subsection (d) below, the Institution shall only disburse the amount of funds set forth in the Trust Account Investment Direction to the Person(s) named in the said Trust Account Investment Direction;
- (d) the Institution shall only release monies for investment purposes upon actual receipt of (or satisfactory arrangements for receipt of), and in an amount equivalent to the acquisition cost of, the certificates, instruments, documents or other evidences of

Authorized Investments specified in the said Trust Account Investment Direction, plus applicable commissions, if any;

- (e) the Institution shall have no obligation whatsoever to enquire or verify that such directed transfers are for the purpose of Authorized Investments or to enquire, examine or verify that the Investment Instruments are authentic or that they effectively or actually evidence Authorized Investments. The sole obligation of the Institution shall be to transfer funds against receipt of documents meeting the required description of the Investment Instruments specified in the Trust Account Investment Direction;
- (f) all Investment Instruments delivered to the Institution as aforesaid shall be held by the Institution for the Trustees as a common depository for the same;
- (g) when holding Investment Instruments, the Institution shall be bound to exercise only the same degree of care it does when holding security for its own account;
and
- (h) upon receipt by the Institution of the Release Direction from the Trustees signed by a majority of the Trustees named in the most recent Trustee's Certificate in the Institution's possession, the Institution shall release and transfer the Investment Instruments in accordance with the Release Direction against receipt of a bank draft or certified cheque, or upon confirmed receipt by direct deposit, wire transfer or otherwise to the Trust Account, as the case may be, of the amount specified in the relevant Release Direction. The funds received as aforesaid shall be forthwith deposited by the Institution on behalf of the Trustees to the Trust Account.

19. REVENUE TRUST ACCOUNT

19.01 The Institution shall only permit the release of monies on deposit in the Revenue Trust Account for the following purposes:

- (a) for the purchase of Authorized Investments;
- (b) transfers to the Band Account; and
- (c) payment of Authorized Expenses.

19.02 The Institution shall only permit the release of monies for the purchase of Authorized Investments as set forth in subsection 19.01(a) as follows:

- (a) monies released from the Revenue Trust Account for such purpose may only be invested in Authorized Investments;

- (b) before releasing funds from the Revenue Trust Account for investment purposes, the Institution must be in receipt of a Revenue Trust Account Investment Direction signed by at least a majority of the Trustees named in the most recent Trustees Certificate then in the Institution's possession;
- (c) the Institution shall only disburse the funds set forth in the Revenue Trust Account Investment Direction to the Person(s) named in the said Revenue Trust Account Investment Direction;
- (d) the Institution shall only release monies for investment purposes in an amount equivalent to the acquisition cost of the certificates, instruments, documents or other evidences of Authorized Investments specified in the said Revenue Trust Account Investment Direction plus applicable commissions, if any;
- (e) the Institution shall have no obligation whatsoever to enquire or verify that such directed transfers are for the purchase of Authorized Investments or to enquire, examine or verify that the Investment Instruments are authentic or that they effectively or actually evidence investments. The sole obligation of the Institution shall be to transfer funds against receipt of documents meeting the required description of the Investment Instruments specified in the Revenue Trust Account Transfer Direction;
- (f) all Investment Instruments delivered to the Institution as aforesaid shall be held by the Institution for the Trustees as a common depository for the same;
- (g) when holding Investment Instruments, the Institution shall be bound to exercise only the same degree of care it does when holding security for its own account;
and
- (h) upon receipt by the Institution of a Release Direction, the Institution shall release and transfer the Investment Instruments in accordance with the Release Direction against receipt of a bank draft or certified cheque or upon confirmed receipt by wire transfer to the Revenue Trust Account, as the case may be, of the amount specified in the relevant Release Direction. The funds received as aforesaid shall be deposited by the Institution on behalf of the Trustees to the Revenue Trust Account.

19.03 The Institution shall only permit the release of monies for the purpose set forth in subsection 19.01(b) upon receipt of a Revenue Trust Transfer Direction signed by at least a majority of the Trustees named in the most recent Trustees Certificate then in the Institution's possession, at which time the Institution shall transfer the amount of funds set forth in the said Revenue Trust Account Transfer Direction to the Band Account.

19.04 The Institution shall only permit the release of monies for the payment of Authorized Expenses as set forth in subsection 19.01(c) as follows:

- (a) upon receipt of a Revenue Trust Account Authorized Expense Direction:

- (i) in the case of payment of any Authorized Expense in an amount not exceeding Five Hundred (\$500.00) Dollars, signed by at least one (1) of the Trustees named in the most recent Trustees Certificate then in the Institution's possession; and
- (ii) in any other case, signed by a majority of the Trustees named in the most recent Trustees Certificate then in the Institution's possession; and

the Institution shall disburse to the Trustees or the Person(s) named in the Revenue Trust Account Authorized Expense Direction the amount of funds set forth in the Revenue Trust Account Authorized Expense Direction.

20. MISCELLANEOUS

20.01 With respect to all references herein to the Trustees or Council, the Institution, for all purposes hereunder, shall be entitled to rely upon and shall deal exclusively with the Trustees set out in the most recent Trustees Certificate and the Chief and Councillors set out in the most recent Band Banking Certificate then in possession of the Institution at the Branch. Wherever this Agreement refers to any authorizations, consent, direction, instruction, approval or other determination by the Trustees or the Council, the Institution may rely (subject to section 20.02), unless this Agreement otherwise provides, exclusively on any certificates, directions or other documents in the case of the Trustees, signed by at least a majority of the Trustees or, in the case of the Band, signed by the Chief and at least a majority of Councillors.

20.02 The Institution shall not be required in any way to determine the validity of any certificate, direction, notice or other document required to be delivered to it under this Agreement. It shall be sufficient that such certificate, direction, notice or other document shall be in apparently correct form and signed or otherwise executed by the Person or party required to sign or execute the same, and the Institution shall be relieved of any liability or responsibility for the sufficiency thereof as long as it purports on its face to be in such form and executed by such Person as is required by this Agreement, and so long as the Institution has no actual notice to the contrary.

20.03 No monies deposited to either the Trust Account or the Revenue Trust Account or any interest or other income earned thereon shall be withdrawn for expenditure or investment except in accordance with the procedures set out in this Agreement.

20.04 Notwithstanding anything to the contrary hereinbefore contained, the monies in the Trust Account and the Revenue Trust Account, together with any interest or other income earned thereon, or any portion thereof, may be transferred to or deposited with a Substitute Institution.

20.05 Provided that the Institution shall act in accordance with the terms of this Agreement, the Institution shall not be responsible for, and the Band undertakes to save harmless and agrees to indemnify the Institution from and against, any and all claims and demands of any nature arising out of, or as a consequence of, the Institution acting in accordance with the terms of this Agreement.

20.06 The Institution may upon sixty (60) days written notice to the Trustees, resign as banker and terminate its obligations hereunder, provided that such termination shall not affect the rights, obligations, liabilities and responsibilities of the parties hereto accruing prior to the effective date of such termination; provided that, prior to such time the Institution shall transfer the remaining monies and all other amounts related thereto to a Substitute Institution referred to in section 11.01 hereof.

20.07 Notwithstanding any other provision hereof or relating hereto, and for greater certainty, the Institution may levy reasonable charges for the performance of its obligations hereunder including, without limitation, for acting as a common depository and shall be entitled to deduct all its fees, costs or and other amounts to which it is entitled, whether in respect of the administration of the Revenue Trust Account and/or the Trust Account, from the Revenue Trust Account.

20.08 It is agreed and acknowledged that the Institution does not act as a trustee for or on behalf of the Band or the Trustees in respect of any monies held on deposit or invested in Investment Instruments.

20.09 The Institution specifically acknowledges that in the event any term or provision hereof conflicts with any term or provision of any other agreement or instrument executed from time to time by the Trustees or the Band that, the terms and provisions of this Agreement shall in any event be deemed to prevail.

PART III

FURTHER ASSURANCES AMONGST ALL PARTIES

21. **FURTHER ASSURANCES:**

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

22. **AMENDMENT:**

22.01 At any time after the Shortfall Acres Acquisition Date, (but not in any event before such date) this Agreement may be amended by written agreement among each of the parties hereto, provided that execution and delivery of any such amending agreement by the Band shall require acceptance and ratification by a fifty-one (51 %) percent majority of the eligible voting Members of the Band voting in favour of such amending agreement at a vote held in accordance with procedures set out in the Ratification Vote Guidelines and Procedures attached hereto as Schedule " ".

23. **NOTICE:**

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

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

Chief and Council
Band
P.O. Box _____
_____, Saskatchewan

- (b) The Trustees at the following addresses:

_____, Saskatchewan

_____, Saskatchewan

_____, Saskatchewan

(c) The Institution at the following address:

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

24. **OTHER PROVISIONS:**

24.01 This Agreement shall in all respects be interpreted and construed under, and governed by, the laws of the Province of Saskatchewan and the laws of Canada applicable therein, and the parties agree that at all times the principal place of administration of the trust created by this Agreement shall be the Province of Saskatchewan.

24.02 The term of the trust constituted under Part I of this Agreement unless sooner terminated, shall commence on the date of execution of this Agreement and shall terminate twenty years after the death of the last surviving descendant of Her Majesty, Queen Elizabeth II, now living, on which date (the "Trust Termination Date") the Trust Property and all documents and records of the administration of the Trust Property shall:

- (a) provided the Trust Termination Date is on or after the Shortfall Acres Acquisition Date, be transferred to the Band; and
- (b) otherwise be transferred to Canada to be held by Canada for the benefit of the capital account of the Band maintained by Canada under the **Indian Act**.

24.03 The headings are inserted solely for convenience and shall not control or affect the meaning or construction of any part of this Agreement.

24.04 Words herein in the singular include the plural and words herein in the plural include the singular.

24.05 Words importing male persons include female persons and corporations.

24.06 The Band agrees to defend, indemnify and save Canada harmless from and against any and all claims, demands, actions, causes of action, losses, damages, costs, charges, liabilities and expenses of whatever kind or character, on account of any actual or alleged loss, injury or damage to any person, firm or corporation or to any property, arising out of or in connection with this Agreement and, for this purpose, hereby waives execution by Canada of this Agreement and acknowledges that such indemnity is fully enforceable by Canada without any further act.

24.07 Any resolution of the Council required for the purposes of this Agreement shall be passed at a meeting of the Council held in accordance with the procedures prescribed by the **Indian Act** and the regulations made thereunder.

24.08 No member of the House of Commons or the Senate may be admitted to any share of this Agreement or any benefit to arise therefrom.

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

DATED at _____ this _____ day of _____, 199 .

Band of Indians
as represented by Chief and Councillors
of the Band

Witness

Chief

Witness

Councillor of Band

Witness

Councillor of Band

Witness

Councillor of Band

Witness

Councillor of Band

Witness

Councillor of Band

DATED at _____ this _____ day of _____, 199 .

Trustees of the Treaty Land
Entitlement Trust Agreement:

Witness

Trustee

Witness

Trustee

Witness

Trustee

DATED at _____ this _____ day of _____, 199 .

[Recognized Financial Institution]

Per: _____

(seal)

Per: _____

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

AFFIDAVIT OF EXECUTION

I, _____ of the _____ of _____ in
the Province of Saskatchewan, _____, MAKE OATH AND SAY AS
FOLLOWS:

1. THAT I was personally present and did see _____, named in
the within instrument, who is personally known to me to be the person named therein, duly sign and
execute the same for the purposes named therein.

2. THAT the same was executed at the _____ of _____, in the
Province of Saskatchewan, on the _____ day of _____, A.D. 199 , and that I
am the subscribing witness thereto.

3. THAT I know the said _____, and he/she is in my belief
of the full age of eighteen years or more.

SWORN BEFORE ME at the _____ of)
_____, in the Province of)
Saskatchewan, this _____ day of)
_____, A.D. 199 .

A Commissioner for Oaths in and
for the Province of Saskatchewan.
My Commission expires:
AND/OR BEING A SOLICITOR.

**SCHEDULE "A" TO THE TREATY LAND ENTITLEMENT
TRUST AGREEMENT**

AUTHORIZED FINANCIAL INSTITUTIONS

Bank of Montreal

Royal Bank of Canada

Canadian Imperial Bank of Commerce

Toronto Dominion Bank

National Bank of Canada

Bank of Nova Scotia

Peace Hill Trust

Any other financial institution

which Canada, acting reasonably, may approve
at the time of execution of this Agreement

**SCHEDULE "B" TO THE TREATY LAND ENTITLEMENT
TRUST AGREEMENT**

AUTHORIZED INVESTMENTS

1. Debt instruments issued or guaranteed by the Government of Canada, a Province of Canada, or Municipality of Canada.
2. Debt instruments issued or guaranteed by any of the following chartered banks including bankers' acceptances:

Bank of Montreal
Royal Bank of Canada
Canadian Imperial Bank of Commerce
Toronto Dominion Bank
National Bank of Canada
Bank of Nova Scotia
Such other Authorized Investments as Canada,
acting reasonably, may approve at the time of
execution of this Agreement

Unless otherwise agreed by the Band at the time of execution, these restrictions apply only until the Band's Shortfall Acres Acquisition Date.

SCHEDULE "C"

REVENUE TRUST ACCOUNT AUTHORIZED EXPENSE DIRECTION

TO: The Institution

RE: Band Treaty Land Entitlement Trust Agreement made , 199 between the Band, as the "Band", OF THE FIRST PART, and , and , as "Trustees", OF THE SECOND PART, and The Bank of , as the "Institution", OF THE THIRD PART, (the "Agreement")

REFERENCE is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

REFERENCE is further made to subsection 7.01(g) and section 19.04 of the Agreement and to the Revenue Trust Account of the Trustees.

PURSUANT TO SUBSECTION 7.01 (g) AND SECTION 19.04, YOU ARE HEREBY AUTHORIZED AND DIRECTED to make the payment as described below from the Revenue Trust Account of the Trustees subject to the requirements of subsection 7.01(g) and section 19.04 of the Agreement, namely:

Amount: Cdn. \$ _____

To or for the Credit of: _____

Method of Payment: _____

Description of Authorized Expense: _____

AND FOR SO DOING, this shall be your good, sufficient and irrevocable authority.

DATED as of _____, 199 .

The Trustees

Per: _____
Trustee

Per: _____
Trustee

Per: _____
Trustee

SCHEDULE "D"

REVENUE TRUST ACCOUNT INVESTMENT DIRECTION

TO: The Institution

RE: Band Treaty Land Entitlement Trust Agreement made , 199 between the Band,
as the "Band", OF THE FIRST PART, and , and , as "Trustees", OF THE SECOND
PART, and The Bank of as the "Institution", OF THE THIRD PART, (the
"Agreement")

REFERENCE is made to the Agreement. Capitalized terms used herein and not
otherwise defined shall have the meanings set out in the Agreement.

REFERENCE is further made to subsections 7.01(h) and 19.02(b) of the Agreement and to the Revenue Trust Account of the Trustees.

PURSUANT TO SUBSECTIONS 7.01(h) AND 19.02(b), YOU ARE HEREBY AUTHORIZED AND DIRECTED to make the
payment as described below from the Revenue Trust Account of the Trustees subject to the requirements of subsections 7.01(h) and 19.02(b) of
the Agreement, namely:

Amount: Cdn.\$ _____

To or for the Credit of: _____

Method of Payment: _____

Description of Authorized Investment: _____

AND FOR SO DOING, this shall be your good, sufficient and irrevocable authority.

DATED as of _____, 199 .

The Trustees

Per: _____
Trustee

Per: _____
Trustee

Per: _____
Trustee

SCHEDULE "E"

REVENUE TRUST ACCOUNT TRANSFER DIRECTION

TO: The Institution

RE: Band Treaty Land Entitlement Trust Agreement made , 199 between the Band, as the "Band", OF THE FIRST PART, and , and , as "Trustees", OF THE SECOND PART, and The Bank of , as the "Institution", OF THE THIRD PART, (the "Agreement")

REFERENCE is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

REFERENCE is further made to subsection 7.01(f) and section 19.03 of the Agreement and to the Revenue Trust Account of the Trustees.

PURSUANT TO SUBSECTION 7.01(f) AND SECTION 19.03, YOU ARE HEREBY AUTHORIZED AND DIRECTED to make the transfer as described below from the Revenue Trust Account of the Trustees subject to the requirements of subsection 7.01(f) and section 19.03 of the Agreement, namely:

Amount: Cdn. \$ _____

To the Band Account: _____

Method of Transfer: _____

AND FOR SO DOING, this shall be your good, sufficient and irrevocable authority.

DATED as of _____, 199 .

The Trustees

Per: _____
Trustee

Per: _____
Trustee

Per: _____
Trustee

SCHEDULE "F"

TRUST ACCOUNT BAND DEVELOPMENT DIRECTION

TO: The Institution

RE: Band Treaty Land Entitlement Trust Agreement made , 199 between the Band, as the "Band", OF THE FIRST PART, and , and , as "Trustees", OF THE SECOND PART, and The Bank of , as the "Institution", OF THE THIRD PART, (the "Agreement")

REFERENCE is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

REFERENCE is further made to subsections 7.01(c) and 18.04(b) of the Agreement and to the Trust Account of the Trustees.

PURSUANT TO SUBSECTIONS 7.01(c) AND 18.04(b), YOU ARE HEREBY AUTHORIZED AND DIRECTED to make the payment as described below from the Trust Account of the Trustees subject to the requirements of subsections 7.01(c) and 18.04(b) of the Agreement, namely:

Amount: Cdn. \$ _____

To or for the Credit of: _____

Method of Payment: _____

Description of Band Development _____

AND FOR SO DOING, this shall be your good, sufficient and irrevocable authority.

DATED as of _____, 199 .

The Trustees

Per: _____
Trustee

Per: _____
Trustee

Per: _____
Trustee

SCHEDULE "G"

TRUST ACCOUNT INVESTMENT DIRECTION

TO: The Institution

RE: Band Treaty Land Entitlement Trust Agreement made , 1999 between the Band, as the "Band", OF THE FIRST PART, and , and as "Trustees", OF THE SECOND PART, and The Bank of , as the "Institution", OF THE THIRD PART, (the "Agreement")

REFERENCE is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

REFERENCE is further made to subsections 7.01(e) and 18.06(b) of the Agreement and to the Trust Account of the Trustees.

PURSUANT TO SUBSECTIONS 7.01(e) AND 18.06(b), YOU ARE HEREBY AUTHORIZED AND DIRECTED to make the payment as described below from the Trust Account of the Trustees subject to the requirements of subsections 7.01(e) and 18.06(b) of the Agreement, namely:

Amount: Cdn. \$ _____

To or for the Credit of: _____

Method of Payment: _____

Description of Authorized Investment: _____

AND FOR SO DOING, this shall be your good, sufficient and irrevocable authority.

DATED as of _____, 199 .

The Trustees

Per: _____
Trustee

Per: _____
Trustee

Per: _____
Trustee

SCHEDULE "H"

TRUST ACCOUNT LAND ACQUISITION DIRECTION

TO: The Institution

RE: Band Treaty Land Entitlement Trust Agreement made , 199 between the Band, as the "Band", OF THE FIRST PART, and , and , as "Trustees", OF THE SECOND PART, and The Bank of , as the "Institution", OF THE THIRD PART, (the "Agreement")

REFERENCE is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

REFERENCE is further made to subsections 7.01(b) and 18.03(a) of the Agreement and to the Trust Account of the Trustees.

PURSUANT TO SUBSECTIONS 7.01(b) AND 18.03(a), YOU ARE HEREBY AUTHORIZED AND DIRECTED to make the payment as described below from the Trust Account of the Trustees subject to the requirements of subsections 7.01(b) and 18.03(a) of the Agreement, namely:

Amount: Cdn \$ _____

To or for the Credit of: _____

Method of Payment: _____

Description of Land: _____

AND FOR SO DOING, this shall be your good, sufficient and irrevocable authority.

DATED as of _____, 199 .

The Trustees

Per: _____
Trustee

Per: _____
Trustee

Per: _____
Trustee

SCHEDULE "I"

TRUST ACCOUNT REVENUE DISTRIBUTION DIRECTION

TO: The Institution

RE: Band Treaty Land Entitlement Trust Agreement made , 199 between the Band,
as the "Band", OF THE FIRST PART, and , and as "Trustees", OF THE SECOND
PART, and The Bank of , as the "Institution", OF THE THIRD PART, (the
"Agreement")

REFERENCE is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

REFERENCE is further made to subsections 7.01(d) and 18.05(c) of the Agreement and to the Trust Account of the Trustees.

PURSUANT TO SUBSECTIONS 7.01(d) AND 18.05(c), YOU ARE HEREBY AUTHORIZED AND DIRECTED to make the transfer as described below from the Trust Account of the Trustees subject to the requirements of subsections 7.01(d) and 18.05(c) of the Agreement, namely:

Amount: Cdn. \$ _____

To the Revenue Trust Account: _____

Method of Transfer: _____

AND FOR SO DOING, this shall be your good, sufficient and irrevocable authority.

DATED as of _____, 199 .

The Trustees

Per: _____
Trustee

Per: _____
Trustee

Per: _____
Trustee

SCHEDULE "J"

RELEASE DIRECTION

TO: The Institution

RE: Band Treaty Land Entitlement Trust Agreement made , 199 between the Band,
as the "Band", OF THE FIRST PART, and c, and , as "Trustees", OF THE SECOND
PART, and The Bank of , as the "Institution", OF THE THIRD PART, (the
"Agreement")

REFERENCE is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

REFERENCE is further made to certain Investment Instruments held by the Institution pursuant to the Agreement in respect of purchases made from the Trust Account or the Revenue Trust Account of the Band and subsections 10.01(e), 18.06(h) and 14.02(h), as the case may be.

PURSUANT TO SUBSECTIONS 18.06(h) OR 19.02(h), YOU ARE HEREBY AUTHORIZED AND DIRECTED to release, transfer and deliver the following Investment Instruments as indicated below against receipt from the indicated person of a bank draft or a certified cheque, or upon confirmed receipt by a direct deposit, wire transfer or otherwise to the relevant account, in the amount set forth below:

Description of Investment Instrument: _____

Method of Transfer or Delivery: _____

Effective Date (if not immediately
effective): _____

Amount of Bank Draft, Certified
Cheque or Wire Transfer:

Other Directions:

AND FOR SO DOING, this shall be your good, sufficient and irrevocable authority.

DATED as of _____, 199 .

The Trustees

Per: _____

Trustee

Per: _____

Trustee

Per: _____

Trustee

SCHEDULE "K"

SHORTFALL ACRES ACQUISITION DATE CERTIFICATE

TO: The Institution

RE: Band Treaty Land Entitlement Trust Agreement made 199 between the Band, as the "Band", OF THE FIRST PART, and , and , as "Trustees", OF THE SECOND PART, and The Bank of , as the "Institution", OF THE THIRD PART, (the "Agreement")

REFERENCE is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

REFERENCE is further made to subsection 18.04(a) of the Agreement and to the Trust Account of the Trustees.

IT IS HEREBY CERTIFIED that as of the day of , 19 , land at least equal to the Band's Shortfall Acres has been purchased and transferred to Reserve status.

DATED as of _____, 199 .

**HER MAJESTY THE QUEEN IN RIGHT OF
CANADA AS REPRESENTED BY THE DEPARTMENT
OF INDIAN AFFAIRS AND NORTHERN
DEVELOPMENT**

Per: _____

Per: _____

(Signatures continued on next page)

The Trustees

Per: _____
Trustee

Per: _____
Trustee

Per: _____
Trustee

SCHEDULE 6 TO THE FRAMEWORK AGREEMENT

TERMS AND CONDITIONS OF ENTITLEMENT RESERVE CREATION

A. PURPOSE

In conjunction with the requirements set forth in the Agreement and a Band Specific Agreement, the purpose of this document is to identify the terms and conditions upon which Entitlement Reserves will be created by Canada in Saskatchewan. In the event of any direct conflict between these provisions and those of Article 11 of the Agreement, the provisions of Article 11 prevail.

B. APPLICATION AND TERM

Unless otherwise provided in the Agreement, these terms and conditions of Entitlement Reserve creation apply only with respect to Land, Minerals or Improvements acquired up to an Entitlement Band's Equity Quantum or Saskatchewan Formula Quantum, whichever is greater, which is not located within an Urban Municipality or a Northern Municipality and to such an extent replace the Additions To Reserves Policy.

These terms and provisions shall, except as otherwise provided in the Agreement, be in effect for a period of 15 years from the Execution Date and thereafter according to section 11.12 of the Framework Agreement.

C. DEFINITIONS FROM THE FRAMEWORK AGREEMENT APPLICABLE

Unless otherwise specifically defined herein, all capitalized terms utilized herein shall have the same meaning ascribed thereto in the Agreement, and all references to a section or an Article shall be to a section or an Article of the Agreement.

D. ADDITIONAL DEFINITIONS

When utilized herein, the following capitalized terms shall have the following meanings:

"Environmental Screening" means Steps 1 - 3, inclusive, of Stage 2 hereof;

"Environmental Review" means Steps 1 - 5, inclusive, of Stage 2 hereof;

"Regional Director General" or "RDG" means the Saskatchewan Regional Director General of the Department (or whoever may be acting in his capacity) and his successors in title from time to time;

"Submission" means the formal request and supporting documentation necessary to have Entitlement Land created as an Entitlement Reserve according to the process described herein and in Article 11 of the Agreement.

E. RDG APPROVAL IN PRINCIPLE

The approval by the RDG of a Submission (an "Approval in Principle") constitutes a recommendation for Entitlement Reserve creation to the Minister. It is only the Governor in Council (by Order in Council) which can grant Entitlement Reserve status to Land, Minerals or Improvements.

F. FEDERAL PROGRAM FUNDING

The Creation of an Entitlement Reserve is intended to be a "revenue neutral" event on the part of the Entitlement Band and Canada. Any application for program funding for the development of infrastructure or capital expenditures for any improvement to any Reserve or Entitlement Reserve shall occur (and shall be considered by the Department) separate and apart from a Submission by the Entitlement Band for the creation of an Entitlement Reserve.

G. MUTUAL UNDERSTANDINGS

It is acknowledged by both Canada and the Entitlement Band that the Entitlement Band and the Department will be operating under the following understandings and will take all necessary and reasonable steps to:

1. Ensure that the Entitlement Band representatives and Departmental officials exercise due diligence and reasonable care by undertaking the Environmental Screening (and, where necessary, an Environmental Review), the scope of which will depend on the circumstances in each case.
2. Ensure that the Council receives a copy of the environmental review checklists, other relevant correspondence or documentation and any consultant's report(s) which may have been prepared. The Council must also be advised of any concerns arising out of the Environmental Screening/Environmental Review process. This will assist the Entitlement Band in making an informed decision as to whether to accept or reject the proposed acquisition of Land, Minerals or Improvements and is particularly important where the Entitlement Band may, be interested in accepting Land, Minerals or Improvements on an "as is" basis.
3. Where required under Step 5, ensure that the Council passes a Band Council Resolution or conducts a membership vote accepting the environmental status of any Land, Minerals

or Improvements referred to in Steps 4 and 5 prior to Canada taking title to, or assuming the administration and control of, such Land, Minerals or Improvements.

4. Ensure that the Entitlement Band is encouraged to seek independent professional advice, (e.g., legal, environmental), particularly where the Entitlement Band may be interested in accepting any Land, Minerals or Improvements on an "as is" basis.

H. GENERAL CONSIDERATIONS

A Submission by the Entitlement Band for creation of an Entitlement Reserve must be dealt with as herein set forth including the following:

- (1) Completion of an Environmental Screening and, where necessary, an Environmental Review under Steps 1-5 hereof.
- (2) Compliance with Article 11 of the Agreement.

I. PROCEDURES

The following procedures apply to all acquisitions where Land is intended to be transferred to Canada for the purpose of being granted Entitlement Reserve status.

For greater certainty, where the Entitlement Band has acquired Entitlement Land (or wishes to acquire any Land, Minerals or Improvements) located within the boundaries of an Urban Municipality or a Northern Municipality with the intention that the same be granted Entitlement Reserve status, the creation of any such Entitlement Reserve shall be subject to the provisions of the Agreement including, without limitation, Article 9 of the Agreement.

STAGE 1: Band Council Resolution Request

A Band Council Resolution is required to formally initiate the process when an Entitlement Band wishes to obtain Entitlement Reserve status in respect of any Entitlement Land in accordance, with section 11.03 of the Agreement. After the appropriate searches under subsection 11.03(1)(a) of the Agreement have been completed the Band Council Resolution should indicate that:

- (a) the Land (including, where required all Minerals and Improvements) is available for purchase; and
- (b) the Entitlement Band consents to the execution and registration by Canada of all applicable Replacement Public Utility Easements which may affect such property pursuant to section 8.03; and

(c) the Entitlement Band intends to purchase and transfer title to any Entitlement Land (which has already been acquired by the Trustees) to the administration and control of Canada; or

(d) the Entitlement Band intends to have Canada assist the Entitlement Band by agreeing to accept the direct transfer of Land, Minerals or Improvements from the current owner thereof to Canada, subject to section 11.03 of the Agreement.

Such Band Council Resolution should be forwarded to the Department's Saskatchewan regional office, to the attention of the Director, Treaty Land Entitlement Unit, together with a complete legal description, an uncertified certificate of title, complete copies of all encumbrances, a photocopy of the original Crown grant of title and a preliminary completion of the Additions Proposal Checklist (Appendix A hereto).

STAGE 2: Preparation of the Submission for the Regional Additions To Reserves Committee

A. Upon receipt of the BCR and all other relevant supporting documentation by the Department, and registration of such BCR on the central registry system, the Department shall forthwith:

1. Assign a Regional Project Manager to assist the Entitlement Band in the preparation and finalization of the formal Submission required for the Regional Additions to Reserves Committee.
2. Forward the BCR and relevant supporting documentation to SIMAS in accordance with subsection 11.03(2), requesting information, in accordance with section 8.03, respecting the existence and location of any unregistered Public Utility Easements, and shall further request the best available information in the possession of Saskatchewan respecting the existence and location of any Waterbody affecting the identified Land (other than a wholly enclosed Waterbody referred to in section 6.01), together with written information which clearly defines any issues with respect to the potential implications to Saskatchewan of the Submission.

Saskatchewan shall then review the Submission and as soon as reasonably possible, but in any event:

- (i) within 45 days of the receipt of such documents in the event that the identified Land, Minerals and Improvements are provincial Crown assets which Saskatchewan has agreed to sell pursuant to section 4.05 or section 5.03; or

- (ii) within 90 days of the receipt of such documents in respect of any other property;

deliver the following information to the Department's Saskatchewan regional office:

- (a) If Saskatchewan identifies the existence and location of any Waterbody affecting the land which is not wholly enclosed therein (and which Saskatchewan has not agreed to transfer the related beds and shores), Saskatchewan agrees as soon as reasonably possible at its expense to supply to the Entitlement Band and to Canada a correct registerable legal description for such Waterbody and any available information with respect to the acreage of each such identified Waterbody.
- (b) Provide information respecting the existence of any registered or unregistered Public Utility Easement in accordance with section 8.03.
- (c) Provide written information which clearly defines any issues Saskatchewan has with respect to the potential implications of the Submission on provincial programs and services.

B. The Entitlement Band and the Project Manager shall prepare a Submission for the Regional Additions to Reserves Committee addressing the following matters:

- (i) completion of an Environmental Screening and, if necessary, an Environmental Review (the procedures of which are outlined hereafter);
- (ii) determination of all survey requirements;
- (iii) wherever applicable, satisfaction or extinguishment of all interests in Land (including Third Party Interests and Interests in a Mineral Disposition) in accordance with the requirements of this Schedule, and of Articles 4 - 9 inclusive, and Article 11 of the Agreement;
- (iv) correct legal descriptions for the Entitlement Land and, without limitation, identification of all Third Party Interests, Mineral Dispositions, and other encumbrances and Waterbodies affecting the same as contemplated in Article 11 of the Agreement;

(v) the written record of consultations undertaken between the Entitlement Band and the province and the relevant Rural Municipality to address concerns raised by the province and the relevant Rural Municipality, if any;

(vi) if such Land, Minerals or Improvements have not already been acquired by or on behalf of the Entitlement Band and competition for the same selection amongst Bands exists, an agreement between such Bands as to who will acquire the selection.

Upon finalization of the Submission (as determined between the Regional Project Manager and the Entitlement Band), a further Band Council Resolution may, at the discretion of either party, be required to have the Entitlement Band formally approve the final form and contents of the Submission prior to its delivery to the Regional Additions to Reserves Committee and, concurrently therewith, by the Department (together with such other title related documentation as the Department deems necessary or advisable) to the Department of Justice.

NOTE: The RDG may wish to proceed with a Submission notwithstanding the fact that the concerns of Saskatchewan or the Rural Municipality have not been resolved. In such an event, the Submission should be forwarded to the Department's Assistant Deputy Minister of Lands, Revenues and Trusts for review, along with the RDG's recommendations.

C. ENVIRONMENTAL CONSIDERATIONS

Where an Entitlement Band, via its Trustees, is planning to acquire or is in the process of acquiring Entitlement Land to be transferred to reserve status to an Environmental Screening in accordance with these terms and conditions should be conducted *prior to the Land purchase* and not when the Entitlement Band wishes the Entitlement Land to be transferred to Canada. **Should the Entitlement Band, via its Trustees, elect to Purchase Entitlement Land prior to the Environmental Screening/Environmental Review procedures contemplated herein, the Entitlement Band shall bear the sole risk of any loss associated with the failure of the Land, Minerals or Improvements so Purchased not being transferred to Reserve Status due to the failure to meet any required environmental standards.**

ACQUISITIONS OF PRIVATE VERSUS PUBLIC LAND

Where the Entitlement Band or, where agreed between the parties, the Entitlement Band and the Department, is/are attempting to acquire privately owned Land, Minerals or Improvements, the allocation of environmental costs will normally be determined during negotiations over the purchase Price. The vendor may lower the Price if the Entitlement Band agrees to assume responsibility for any required detailed site investigation and/or clean-up. Alternatively, the vendor may undertake to hire consultants and present the Entitlement Band with an environmental report and a "clean bill of health", in which case there would be no abatement of the Price.

The same reasoning will be applicable to the Purchase of Entitlement Land by or on behalf of the Entitlement Band where Saskatchewan is the vendor. **It should be stressed that the Department will not agree to assume detailed site investigation and clean-up costs (beyond those Environmental Screening costs agreed to in the Band Specific Agreement) in the event that Saskatchewan refuses to remedy environmental problems associated with provincial Crown Land.**

OUTLINE OF THE ENVIRONMENTAL PROCEDURES

For each Submission a clear determination of any attendant environmental issues and liabilities must be made utilizing the following Environmental Screening or, where applicable, the Environmental Review procedures before the Department will accept the transfer to Canada's administration and control of any Land.

NOTE: **Environmental Screening (Steps 1 - 3):** An Environmental Screening must be undertaken at the outset of a Submission and information gathered from these procedures should be submitted as part of the Submission to the Regional Additions to Reserves Committee. The Department will assume the reasonable costs associated with the Environmental Screening as contemplated in section 11.07 of the Agreement.

Environmental Review (Steps 1 - 5): Note that Steps 4 and 5 will only be undertaken where required and should only be implemented once RDG Approval in Principle has been obtained.

Due to the fact that the Entitlement Band may choose not to enter into an Agreement to Purchase, or an agreement in principle, as the case maybe, with the owner of privately held land until unconditional RDG Approval in Principle has been obtained, the Department's Regional Office should, in such an event, together with the Entitlement Band seek the vendor's co-operation before proceeding. Appendix F contains precedent clauses which may assist In making such requests for vendor co-operation.

Responsibility For Conducting Environmental Screening: This includes Steps 1 - 3. Unless otherwise agreed between the Department and the Entitlement Band, Steps I and 3 are to be undertaken by the Entitlement Band representative and Step 2 is to be undertaken jointly by the Entitlement Band and an officer from the Department's Lands, Revenues and Trusts Sector.

Step 1: Land Use History

Information must be obtained on the existing and previous Land, Minerals or Improvements use. The vendor will generally be the primary source of information, however the Council, local residents, provincial, regional, municipal or township authorities, and the relevant land titles authority can also provide valuable data on the following:

- a) name and description of any business that is, or has been, since 1940 conducted on or adjacent to such Land, Minerals or Improvements;
- b) legal description of property and lot size;
- c) a detailed description of all structures which are on the Land. Any structures which are on the Land that may have contained environmentally hazardous/sensitive substances must be identified in detail, (e.g., buildings, equipment, storage facilities, fuel tanks, etc.);
- d) description of all present and former Land, Minerals or Improvements uses, including use by third parties (e.g., lessees); and
- e) existing maps, surveys and/or aerial photos indicating buildings, facilities, equipment, man-made features, storage facilities and any natural features.

Notwithstanding the foregoing, it is understood that in certain cases it may be reasonable to limit the scope of the information required. Any such derogation should only be done in consultation with the Department.

The Environmental Screening Checklist is found in Appendix B.

Step 2: Preliminary Site Visit

The site visit shall be conducted by an officer of the Department's Lands, Revenues and Trusts Environmental Unit and Entitlement Band, jointly, to identify visible (though undocumented) signs of contamination. A tour of the property and facilities should include noting Land, Minerals and Improvements uses on adjacent properties. Additionally, photographs may be taken to further

document current site conditions if it is deemed necessary. The information obtained from the land use history should be used to assist those persons conducting the site visit.

Appendix C contains the Site Visit Checklist to be completed by an officer of the Department's Environmental Unit or designate with commentary, if any, from the Entitlement Band representative.

Step 3: Searches of Public Authorities and Government Records

Searches should be conducted by the Entitlement Band representatives with the following federal, provincial or local authorities:

- a) routine real estate/title and execution searches including complete copies of all registered encumbrances affecting the Land, Minerals and Improvements and the registered owner;
- b) business name/corporate records searches to confirm the legal name of any individual or corporate entity (including, in the case of a corporation its shareholders and directors) under which other government records may then be accurately searched; and
- c) searches of government authorities, such as the federal and provincial environment ministries, the federal Department of Transport and the municipal works and fire departments of the relevant municipality to reveal, among other things, ownership by an entity known to have a "bad" environmental reputation. (For example, the federal and provincial environment ministries maintain records of reported spills as well as all orders, approvals and prosecutions issued under their legislation; the federal Department of Transport has records of who transports/stores dangerous goods; municipal works departments keep records of all sewer discharge violations and local fire departments maintain reports of spills and leaks of hazardous materials).

Notwithstanding the foregoing, it is understood that in certain cases it may be reasonable to limit the scope of the information required. Any such derogation should only be done in consultation with the Department.

Upon completion of Steps 1 - 3 above, an officer from the Department's Environmental Unit shall prepare a recommendation on the environmental status of the land as outlined in Appendix E. A copy shall be forwarded to the Entitlement Band before the Submission is delivered to the Regional Additions To Reserves Committee for review.

Step 4: Detailed Site Investigation

In the event that it has been determined that, in addition to completion of an Environmental Screening, a complete Environmental Review shall be undertaken, steps 4 and 5 shall also be required.

This step will only be undertaken where:

- (a) Steps 1-3 identify;
 - (i) specific and potentially significant environmental problems associated with the site; or
 - (ii) likely or suspected contamination;
- (b) the vendor or the Entitlement Band has agreed to pay for the cost of the detailed site investigation; or
- (c) the Department is otherwise willing to proceed with acquisition and is willing to contribute to or assume the cost of the detailed investigation.

In such a case, scientific testing and analysis of the property must be done by a technical consultant in order to determine:

- a) whether the site is actually contaminated and, if so, the type and extent of the contamination (including the type and extent of contamination impacting on neighbouring property);
- b) the need to clean-up such contamination and the extent of any remedial action required; and
- c) where clean-up is required, the estimated cost of cleaning up the site.

The technical consultant's report should be prepared detailing the results of the detailed site investigation and addressing the issues of clean-up and costs thereof. As the consultant's reporting obligation is to his/her client, where the vendor hires the consultant a clause should be inserted in the relevant Land transaction documentation stating that both the Department and the Entitlement Band will receive a full and unedited copy of the report. Similarly, where the Entitlement Band hires the technical consultant, the contract must clearly provide that the Department is, in addition to the Entitlement Band, relying upon the accuracy of the technical consultant's report and, further, that the Department shall receive a full and unedited copy of the report. Where a party other than the Entitlement Band or the Department has hired the consultant, the Departmental lands officer from the Environmental Unit should, in writing, request a copy of the report from the consultant, as this may give the Department legal recourse against

the consultant in the event environmental hazards are later discovered which were not disclosed in the report.

The technical consultant's completed environmental report should contain at least the following information:

- a) a detailed summary, with maps and charts, of all findings, including descriptions of the property, facilities procedures and methodologies used;
- b) identification of type, source and extent of any contamination on site;
- c) identification of any actual or projected health and/or environmental risks associated with contamination on site; and
- d) where appropriate, a plan of remedial action, including options, estimated costs of clean-up and recommendations.

Step 5: Final Assessment/Monitoring Clean-Up

The technical consultant's report issued in accordance with Step 4, will identify the type and extent of any contamination on the property to be acquired, as well as the need for and projected cost of clean-up. Based on a review of the technical consultant's report, the Departmental lands officer from the Environmental Unit must choose one of the following:

1. Where there is no contamination the Department may continue to proceed with the transaction together with the Entitlement Band.
2. Where insignificant contamination has been identified (actual or projected health and/or environmental risks are considered to be minimal) the Entitlement Land may be purchased (subject always to the fulfilment of all other terms and conditions set forth in the Band Specific Agreement, Trust Agreement and herein) on an "as is" basis, *as long as the Entitlement Band:*
 - (i) *is fully apprised of the condition of the property;*
 - (ii) *has, by Band Council Resolution, approved the acquisition of such Land on an "as is" basis; and*
 - (iii) *has, to the satisfaction of the Department of Justice, released the Department from liability for any existing and future environmental claims which may arise in connection with, or as a result of, the current environmental status of the subject property, as such status has been determined as of the date the Entitlement Land is set apart by Canada for the use and benefit of the Entitlement Band as an Entitlement Reserve.*

3. **Where significant contamination exists and clean-up is required, the Department must exercise its option to terminate the Agreement to Purchase (or, in the event that the Entitlement Band has entered into any such agreement without making Canada a party thereto, shall advise the Entitlement Band that Canada will not accept the transfer of title and administration and control of the Land in question) *unless*:**

- i) the Department has otherwise indicated in writing that it is willing to either contribute to or to assume the cost of clean-up;
- ii) the vendor has agreed to assume the cost of clean-up and has provided evidence satisfactory to the Department, acting reasonably, that it is financially capable of honouring such a commitment; or
- iii) *the Entitlement Band is fully apprised of the condition of the property and has either:*

(a) by way of a membership vote conducted in a manner satisfactory to the Department, acting reasonably, approved of the acquisition of the

(b) has posted sufficient cash or other liquid security with the Department to cover the anticipated cost of any required clean-up;

and, in either case, has agreed to pay for all costs associated with such clean-up and has executed a release satisfactory to the Department of Justice releasing Canada from liability for existing and future environmental status of the subject property, as such status has been determined as of the date the Entitlement Land is set apart by Canada for the use and benefit of the Entitlement Band as an Entitlement Reserve.

4. **Once it has been determined that a clean-up of Entitlement Land is required, the Entitlement Band must ensure that the property is given a "clean bill of health" before the Land may be transferred to the administration and control of the Department. Accordingly, where either the vendor or the Entitlement Band undertakes the clean-up, the Department must, acting reasonably, obtain satisfactory evidence from the Entitlement Band that a clean-up has been completed.** The responsible party should confirm the clean-up by letter to the Department, accompanied by a consultant's report detailing the procedures used and the final results of the clean-up operation. Where, in rare cases, the Department is responsible for clean-up, the Departmental lands officer from the Environmental Unit must ensure that a satisfactory clean-up has been completed. In all cases, the clean-up should be well documented and the documentation retained on file by the Entitlement Band and the Department.

See Appendix B for Environmental Review Checklist which will summarize the information gathered from Steps 1 - 3 and 4 - 5. Also, see Appendix F for a sample clause addressing the question of clean-up.

STAGE 3: Regional Additions to Reserves Committee

The Regional Additions to Reserves Committee (in consultation where necessary with the Department of Justice) will review and report on the Submission within 30 days of receipt of such Submission. Such review and report will result in one of the following:

- (1) A recommendation by Additions to Reserves Committee for the RDG to grant an unconditional Approval in Principle; or
- (2) A recommendation by Additions to Reserves Committee for a conditional Approval in Principle by the RDG, which shall clearly list the conditions which the Regional Additions to Reserves Committee has, acting reasonably, determined must be met before the RDG, should grant an unconditional Approval in Principle; or
- (3) A rejection of the Submission with a written report from the Regional Additions to Reserves Committee to the Entitlement Band clearly identifying the areas of deficiency in the Submission.

The Regional Additions To Reserves Committee will forthwith forward its report and recommendations to the RDG, for consideration in those cases where subsections (1) or (2) above are applicable.

STAGE 4: Approval in Principle

Upon receipt of a report and recommendations from the Regional Additions To Reserves Committee, the RDG, shall review and report on the Submission within 15 days. Such review shall result in:

- (1) The RDG, granting Approval in Principle for Entitlement Reserve status; or
- (2) A conditional Approval in Principle, which clearly lists the conditions which the RDG, acting reasonably, has determined must be met before an unconditional Approval in Principle will be granted; or
- (3) A rejection of the Submission by the RDG, with a written report to the Entitlement Band clearly identifying the areas of deficiency in the Submission.

In accordance with subsection 11.03(3)(b)(iv), in the event of a rejection of a Submission by the Regional Additions To Reserves Committee or the RDG, the affected

Entitlement Band, acting reasonably, may request in writing that the RDG and any appropriate officials of the Department (including, where necessary, the members of the Regional Additions To Reserves Committee) agree to meet with appropriate officials of the Entitlement Band to further clarify or explain the basis for the rejection and compliance with such request shall not be unreasonably withheld.

STAGE 5: Acquisition of Land

In the case of an unconditional Approval in Principle by the RDG, the Entitlement Band may, if they have not already done so, promptly proceed to acquire the Entitlement Land within 15 months of the Approval in Principle and, thereafter, make all necessary arrangements for the transfer of title to Canada in accordance with the terms hereof, the Agreement, the Band Specific Agreement.

STAGE 6: Conclude Acquisition and Transfer to Canada

Once the Entitlement Land has been acquired and following the transfer of title to Canada (which transfer of title shall be conditional upon no additional and unresolved Third Party Interests or Mineral Dispositions having arisen subsequent to the Approval in Principle), Canada shall, at its cost, as soon as reasonable possible subject to prevailing weather conditions, carry out any required outer boundary surveys or obtain any other alternative legal description satisfactory to Canada.

STAGE 7: Order In Council

Once the acquisition and survey (or other legal description satisfactory to Canada) is complete, the Entitlement Land shall, in accordance with the Agreement, be set apart as an Entitlement Reserve for the use and benefit of the Entitlement Band and the Department will cause to be prepared the necessary Submission to the Governor in Council to give effect to such recommendation.

In the event that Canada accepts title to Land, Minerals, or Improvements and, notwithstanding the Minister's recommendation to the Governor-In-Council that the same be set apart as an Entitlement Reserve, Entitlement Reserve status is denied, then the provisions of section 11.05 shall be applicable.

APPENDIX A - ADDITIONS PROPOSAL CHECKLIST

YES NO N/A COMMENTS

PROCEDURE

Has the band involved submitted a B.C.R. outlining its request and the basis for the proposal? _____

SITE-SPECIFIC CONSIDERATIONS

Site Description:

Acreage:

Location:

Topography:

Name of Current Owner(s) of

(i) Surface:

(ii) Subsurface:

CROWN LAND:

Is any portion of the surface or subsurface owned by the Entitlement Band? _____

Are there any "Occupants of Crown Land"? _____

If so, their consent will be/has been obtained and their interests dealt with in the following manner: _____

ACCESS:

Has legal access been provided to the property? _____

Is there public access to the land? _____

If there is currently no public access to the land, access will be accomplished in the following manner:

Has provisions been made for access to public utilities, if required (i.e., water, sewer, etc.)? _____

YES NO N/A

COMMENTS

PROJECTED COSTS OF LAND ACQUISITION

In the event that title to Land is yet to be acquired by the Entitlement Band:

- (i) What is the projected Price of the Land? (i.e., the sale price thereof plus all adjustments and Acquisition Costs):

Cost of land purchase

- land costs

(including acquisition)

- appraisals

- survey costs

- land registration costs

- tax adjustment costs

- resolution of third party interests

- (ii) Are adequate funds readily available from the Entitlement Band Trust Account or otherwise? (Specify) _____

- (iii) Will Section 4.03 of the Framework Agreement be complied with? _____

- (iv) Is there a need for an independent appraiser to be appointed? _____

- (v) If so, what steps have been taken in respect thereof? _____

PROVINCIAL AND RURAL MUNICIPALITY CONSIDERATIONS

Has the province and the relevant Rural Municipality been consulted in writing with respect to the implications of the proposal? _____

Has the province and the relevant Rural Municipality expressed any concerns? _____

Has written correspondence been received from the province and the relevant Rural Municipality setting out the issues discussed and how all reasonable concerns have been resolved? _____

If there are any reasonable concerns which have not been resolved, provide rationale for proceeding with the Submission:

CERTAIN PRE-ACQUISITION REQUIREMENTS**YES NO N/A****COMMENTS**

Have the pre-transfer provisions of Section 11.03 of the Framework Agreement been complied with? _____

In particular:

- (i) delivery to the Department of a Band Council Resolution requesting the transfer of land to Canada for reserve purposes _____
- (ii) delivery to the Department of all legal searches including uncertified copies of title, full copies of all encumbrances, copy of original Crown grant, etc. _____
- (iii) certification or receipt from Saskatchewan of
 - (a) registrable legal description of any Waterbodies which are not wholly enclosed and any available information with respect to the acreage of such Waterbodies; _____
 - (b) any registered or unregistered Public Utility Easements; _____
 - (c) Replacement Public Utility Easements; _____
 - (d) the required transfer of all residual provincial Crown interests in the land. _____

MINERALS (Article 5)

Are there any interests in Minerals underlying the Land in question which are not owned by the federal Crown, the provincial Crown, the Entitlement Band or its Trustees? _____

If so, have arrangements been made for the transfer to the Entitlement Band of all such interests in Minerals? _____

If any of the interests in Minerals are held by the provincial Crown, are any the subject of a Public Purposes Plan? _____

If the Entitlement Band has attained its "Shortfall Acres Acquisition Date", have appropriate arrangements been made for surface and subsurface access in respect of such Minerals? _____

WATER (Article 6)

Wholly Enclosed Waterbodies

Are there any wholly enclosed waterbodies within the subject property? _____

YES NO N/A

COMMENTS

If so, have arrangements been made for the transfer by Saskatchewan to Canada of the water, beds and shore thereof?

Other Waterbodies

Are there any Waterbodies which are adjacent to the subject property or not wholly enclosed?

If so, has Saskatchewan supplied a registerable legal description for such Waterbodies and any available information with respect to the acreage of each such identified Waterbody?

Are any water related amendments to legal description/title required?

If so, specify arrangements made.

Is a co-management agreement to be entered into with Saskatchewan?

If so, specify arrangements made.

ROADS AND ALLOWANCES (Article 7)

Are there any Roads, Road Allowances or Undeveloped Road Allowances adjacent to or affecting the subject property?

If so, is the transfer thereof required or requested?

In such event, has an agreement been concluded with the affected municipal government, Saskatchewan and the Department?

THIRD PARTY INTERESTS (Article 8)

Have all Third Party Interests referred to in Section 8.02 been discharged?

If not, "plain mason and proposed method of discharge.

Have all Public Utility Easement holders been notified in accordance with subsection 11.03(2)(b)?

If so, has the Department of Justice (Saskatoon) received appropriate discharges thereof and replacement agreements?

	<u>YES NO N/A</u>	<u>COMMENTS</u>
Have appropriate agreements been concluded with Third Party Interest Holders for surrender of their interests and, where appropriate, with Canada for recreation of the same?	_____	
Have the requirements of Article 8 of the Framework Agreement otherwise been fulfilled?	_____	

ENVIRONMENTAL CONSIDERATIONS

Has the Environmental Screening (Steps 1-3 of the Environmental Review) as outlined in Stage 2 of the Terms and Conditions of Entitlement Reserve Creation been completed? _____

Indicate results (i.e., is a detailed site investigation under Step 4 of the Environmental Review or remedial action under Step 5 required)? _____

If so, provide, explanation (and cost estimate):

Are sufficient funds available from Entitlement Band and/or Vendor or Land to complete any detailed site investigation or remedial work? _____

Other Comments

Insert any other related comments that cannot be addressed under the above headings.

APPENDIX B - ENVIRONMENTAL SCREENING/ ENVIRONMENTAL REVIEW CHECKLIST

PART 1 - LAND USE HISTORY

- | | | | | |
|----|---------------|------------------------------|---|------------------|
| 1. | Property Name | Address/Legal
Description | "Proposed
Transaction"/
"File Name" | Reserve/
Band |
| | _____ | _____ | _____ | _____ |
| | _____ | _____ | _____ | _____ |
| | _____ | _____ | _____ | _____ |
2. General physical description and present use of subject property, adjacent properties and any structures located on these properties (append photographs, aerial photographs, surveys and site maps, if available):
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
3. List all easements and rights of way affecting property:
- _____
- _____
- _____
- _____
- _____
- _____

4. List owner and/or occupant and land uses from 1940 to present (use separate. page if additional space is required):

	Owner/Occupant or Third Parties	Occupant's interest in property (e.g., leasehold, licence)	Use of Site by Owner/Occupant
_____ to 19____	_____	_____	_____
_____ to _____	_____	_____	_____
_____ to _____	_____	_____	_____
_____ to _____	_____	_____	_____
_____ to _____	_____	_____	_____
1940 to _____	_____	_____	_____

5. Indicate the proposed or intended use of this site (if known):

	YES	NO	UNKNOWN
6. Is the zoning inconsistent with the intended land use? _____			
Has the property ever been used for industrial manufacturing, (e.g., gasification works or high technology equipment)? _____			
8. Is there any reason to suspect that any of the following substances have been or are being improperly used, stored or disposed of on site? _____			
(a) pesticides/herbicides* _____			
(*except in accordance with the manufacturers instructions for storage and use)			

	YES	NO	UNKNOWN
(b) chemicals (other than farm herbicides pesticides used and stored in accordance with manufacturers stored and directions)	_____	_____	_____
(c) petroleum products	_____	_____	_____
(d) radioactive materials _____	_____	_____	_____
(e) chlorofluorocarbons (CFC's) _____	_____	_____	_____
(f) polychlorinated biphenyls (PCB's) _____	_____	_____	_____
(g) wastes of any type _____	_____	_____	_____

If yes, describe nature and extent:

9. Are there, or have there ever been, underground or aboveground tanks, drums or, storage containers located on site _____

If yes, state their former/present contents and if they have not been removed, indicate their age, the date of the last test and test results:

10. Is there evidence or knowledge of spills or leaks occurring on site (e.g., dark, stained soil or concrete)? _____

If yes, describe:

YES NO UNKNOWN

11. Is there evidence or knowledge of spills or leaks occurring on adjacent properties? _____

If yes, is there evidence that these spills or leaks have affected or are likely to affect the subject property?

12. Are there any waste streams other than to sanitary sewer or municipal solid waste systems? _____

If yes, describe:

13. Has large-scale equipment or vehicle maintenance ever been conducted on site? _____

If yes, describe:

PART II - GOVERNMENT AND OTHER SEARCHES

14. Name(s) and position(s) of government contact(s) and date(s) contacted:

15. Have any permits, licences, orders or approvals relating to the environment been granted by the federal, provincial or municipal authorities? If yes, are they in good standing?

16. Have any legal proceedings relating to the environment (e.g., warnings, actions, applications, investigations, orders, rulings, or fines) been commenced/issued against a present/former owner/occupant of the subject property? If yes, provide details:

17. List results of title, execution and any company searches which may have been done:

PART III - CONTACTS/SITE VISIT

18. Persons contacted/interviewed and their connection to the subject property:

19. Site visit completed by (append site visit checklist):

Name: _____

Title: _____

Date: _____

APPENDIX C - SITE VISIT CHECKLIST

Legal description of property and municipal address, if any:

Owner notified of site visit?: _____

Date of Notification?: _____

Indicate whether the following have been observed on the subject property and provide details where appropriate:

REMARKS

_____ Buildings _____

_____ Storage, repair, _____
maintenance facilities

_____ Outhouses _____

_____ Miscellaneous _____
structures

_____ Sewers, drains, _____
septic systems

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

_____ Storm and sanitary _____
sewer discharge

_____	Surface or under-ground tanks, drums or storage containers	_____
_____	Tank vent pipes	_____
_____	Tank fill lines	_____
_____	Electrical transformers or capacitor equipment (including fluorescent lighting)	_____
_____	Landfill	_____
_____	Incinerators	_____
_____	Hazardous waste generators	_____
_____	Garbage dumps	_____
_____	Scrap yard (e.g., scrap metals, car bodies)	_____
_____	Polluted ditches, streams, creeks, rivers, ponds, lagoons, lakes	_____
_____	Groundwater wells	_____
_____	Spills (e.g., oil, chemical)	_____
_____	Soil/asphalt stains	_____
_____	Soil depressions or mounds	_____
_____	Vegetation stress	_____
_____	Wildlife stress	_____

_____ Urea formaldehyde _____
foam insulation or
asbestos containing
materials (e.g.,
pipe insulation)

_____ Other _____

_____ Use of surrounding/ _____
adjacent properties:

_____ North _____

_____ South _____

_____ East _____

_____ West _____

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

Site visit performed by: _____
(Name and title)

Date of site visit: _____

APPENDIX D - SEARCHES

(1) TITLE SEARCH

The title search is an important vehicle for obtaining information and should be utilized as follows:

Does the search reveal ownership, in the chain of title, by any person or corporation which is either known to, or which may (directly or indirectly) deal with toxic substances?

Does the search reveal any orders registered by any government authority relating to the use, handling, storage or disposal of toxic substances?

Does the search reveal any court orders affecting the land use or requiring action?

Does the search reveal the land is situated on a known:

- toxic waste site
- sewage treatment plant
- generating station
- PCB storage site
- garbage-burning, incinerator, hospital, shredding or disinfecting plant
- landfill site
- chemical or toxic waste-producing company
- old municipal hydro-electric commission site
- other site likely to have environmental contamination

Does the search indicate that any activity which might result in toxic waste is being, or has been, carried on at the site, e.g., research, chemical activity, manufacture or storage of toxic substances?

In some circumstances, the search of adjoining lands may assist in the identification of environmental problems associated with acquiring a parcel of land. This type of search may identify adjoining land owners whose businesses indicate further inquiries should be made.

(II) EXECUTION SEARCH

The execution search is useful for identifying any outstanding judgments registered against the subject property. For instance, it may reveal that a plaintiff who has been injured by a chemical spill on the property has been awarded damages. In the event the defendant (e.g., the current property owner) fails to pay the damages owing, the land may be seized and sold to satisfy the judgement. An unsuspecting purchaser may therefore find that the property it has just purchased is subject to seizure and sale.

Accordingly, in all cases where the land to be acquired is owned by a private vendor, an execution search should be completed prior to closing.

NOTE: Both the title search and the execution search should be completed by solicitors on behalf of the Entitlement Band.

(III) COMPANY SEARCH

This type of search is useful where lands are held or occupied by a corporate entity, e.g., a numbered company. It will confirm the legal name under which government records may be searched and will also disclose the nature of the business concerned and the identity and addresses of the directors (helpful should follow-up inquiries appear to be warranted).

NOTE: The Department of Consumer and Corporate Affairs and its provincial counterpart should be contacted in this regard.

(IV) SEARCHES OF GOVERNMENT RECORDS

The government bodies which will usually be contacted are the local municipality (e.g., public works, fire department, etc.), the Ministry of Health, Environment Canada, and the provincial Department of the Environment. The Department of Transport and the Ministry of Labour should also be contacted in appropriate cases.

Government searches can be critical. For instance, the investigation and enforcement branch of the Saskatchewan Department of the Environment (DOE) investigates public complaints and prosecutes offenders. A DOE search can reveal the following possible actions taken with respect to a particular property:

- Certificate of approval/permits issued
- Preventive clean-up and repair orders
- Detention and removal orders
- Stop orders
- Restraining and prohibition orders
- Notices of intent (to issue control orders)
- Control orders
- Director-issued orders

(V) SAMPLE LETTER

Enclosed is a copy of the vendor's authority to release information known to the DOE (or a copy of the. agreement containing a clause to this effect).

Would you kindly answer the following questions about the subject property in the spaces provided below and return a copy of this letter in the enclosed stamped, self-addressed envelope.

	YES	NO
1. Does the DOE have any records or information with information with respect to this property?	_____	_____
2. Does the DOE have any records with respect to this property under the name of the current owner or any previous owner listed above?	_____	_____
3. Is the DOE aware of any activity on this property for which any necessary approvals have not been given?	_____	_____
4. Does the DOE have any records of contamination or possible contamination of the site by:		
- Radioactive substances	_____	_____
- PCBs	_____	_____
- CFCs	_____	_____
- Pesticides	_____	_____
- Herbicides	_____	_____
- Other chemical or hazardous substances	_____	_____
- waste of any type	_____	_____
5. Please indicate whether the DOE has:		
- investigated the property	_____	_____
- granted any approval(s) for use of property as (insert current or proposed use, e.g. a waste disposal site)	_____	_____
- issued an action request	_____	_____
- instituted enforcement proceedings or prosecuted individuals or companies with respect to any reporting or regulatory violations	_____	_____
- obtained any court order(s) in respect of the property	_____	_____

IN AREA WHERE THERE IS NO MUNICIPAL WATER SERVICE

YES

NO

6. Is the DOE aware of any water quality or water quantity problems associated with this property or any adjacent properties

7. Is the DOE aware of any sewage problems associated with this property or any adjacent properties?

NOTE: 1) If the answer to any of the above questions is "Yes", please provide details and append same to the copy returned to our office at the following address:

2) If the local Health Unit administers water quality issues on your behalf, please forward a copy of this letter to the Unit for completion.

Signed on behalf of the Saskatchewan
Department of the Environment
- please indicate name and title

Thank you for your assistance in this matter.

Yours very truly,

Enclosure: Copy of vendor's authority to release information or copy of agreement containing a clause to this effect.

MUNICIPAL/REGIONAL AUTHORITIES

In addition to provincial authorities, a letter of inquiry with appropriate variations should be sent to the municipality or region in which the property is located.

The letter to the municipality or region should make the following inquiries:

	YES	NO
8. Are there any sewage or water surcharge agreements affecting this property?	_____	_____
9. Is there any record of non-compliance with any sewage control by-law?	_____	_____
NOTE: 1) A copy of a letter of inquiry should be directed to the local office of the Ministry of Health, particularly if the water system for the property is not a municipal water system.		
2) In appropriate cases, a letter of inquiry should be directed to the Saskatchewan Department of Labour, particularly with respect to <u>The Occupational Health and Safety Act</u> .		

APPENDIX E - RECOMMENDATIONS

1. Following completion of the Environmental Screening (Steps 1-3 as set out in Part II of the Terms and Conditions of Entitlement Reserve Creation), I have determined that:

	YES	NO	UNKNOWN
i) No contamination is indicated; transaction may proceed	_____	_____	_____
ii) Insignificant (low level) contamination of an acceptable nature is indicated; transaction may proceed without a further detailed site investigation by a technical consultant (follow criteria and guidelines in Terms and Conditions of Entitlement Reserve Creation)	_____	_____	_____
iii) Insignificant (low level) contamination of an acceptable nature is indicated; transaction may not proceed without a detailed site investigation by a technical consultant to determine full nature and extent of contamination (follow criteria and guidelines in Terms and Conditions of Entitlement Reserve Creation)	_____	_____	_____
iv) Significant contamination is indicated; transaction may not proceed without a detailed site investigation by a technical consultant to determine full nature and extent of contamination, following which clean-up will likely be required (follow criteria and guidelines in Terms and Conditions of Entitlement Reserve Creation)	_____	_____	_____

2. Provide rationale for either proceeding/not proceeding with a detailed site investigation:

3. If a detailed site investigation and clean-up are required, is the Entitlement Band or the vendor assuming the costs?

4. Following a detailed site investigation and after receipt and review of an environmental report by a technical consultant, I have determined that:

i) No contamination is indicated;
transaction may proceed. _____

ii) Insignificant (low level) contamination
of an acceptable nature is indicated;
transaction may proceed without a
clean-up (follow criteria and guidelines
in Terms and Conditions of Entitlement
Reserve Creation) _____

iii) Significant contamination is indicated;
transaction may not proceed without a
clean-up (follow criteria and guidelines
in Terms and Conditions of Entitlement
Reserve Creation) _____

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

5. Where a clean-up is required, indicate name of consultant(s), date clean-up was commenced/completed and append copy of consultant(s) report(s):

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Note: List all supporting documents below.

SUPPORTING DOCUMENTS

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Name and title

Date _____

APPENDIX F - SAMPLE LEGAL CLAUSES

TERMS AND CONDITIONS

Note: "Purchaser" must be defined in the Agreement to Purchase as the Band and/or its Trustees, and any authorized agent or representative thereof. In addition, Her Majesty the Queen (and her successors) as represented by the Department of Indian and Northern Affairs shall be evidenced as permitted assignee of the Purchaser and be entitled to receive the benefits of all rights accruing to the Purchaser.

1. Examination of Records and Full Disclosure

- (i) The Vendor agrees to provide the Purchaser all records, laboratory test results and any other data and material relating to the history and use of the Property in the possession or under the control of the Vendor for inspection by the Purchaser with the right to make copies thereof, within _____ days of the signing of the Agreement of Purchase and Sale.
- (ii) The Vendor further agrees to reply to specific inquiries made by the Purchaser relating to any aspect of the Property within _____ days from the date on which the Vendor receives the request for information.
- (iii) The Purchaser agrees to preserve and maintain the confidentiality of any of the data, material and information referred to in, sub-paragraphs (i) and (ii), unless otherwise obligated or directed under any federal or provincial statute or regulation, and agrees to return all documents related thereto if the transaction is terminated prior to closing and upon the Vendor's written request thereafter.
- (iv) The Purchaser shall have access to and shall have the right to inspect all files, records documents, order and approvals of the Department of the Environment and of any other body having jurisdiction relating to the Property. The Vendor further agrees to sign any specific authorization required by any such body upon written request by the Purchaser.

2. Access for Testing and Inspections

The Purchaser shall have access to the Property for the purposes of conducting any inspections, tests and investigations as are deemed necessary by the Purchaser to ascertain and document the environmental condition of the Property.

3. Environmental Investigation

- (i) The Vendor agrees to hire, at its sole cost, an independent environmental consultant, whose hiring shall be approved by the Purchaser, to conduct an environmental investigation of the Property as described below.
- (ii) The environmental consultant shall:
 - (a) conduct such necessary tests and investigations as are agreed to by both the Vendor and the Purchaser;
 - (b) provide the Vendor, the Purchaser and the Department of Indian and Northern Affairs with a final environmental report summarizing all findings (including maps, charts and diagrams), describing procedures and methodologies used and identifying type, source and extent of any contamination found on or adjacent to the Property;
 - (c) provide remediation plans which will restore the natural environment of the Property in compliance with the most recent guidelines of the Saskatchewan Department of the Environment and any existing federal guidelines and estimated clean-up costs for any contaminated sites identified on the property.

4. The Vendor shall, within ____ days of receipt of the consultant's final environmental report, unless a later date is mutually agreed upon by the Parties, provide the Purchaser and the Department of Indian and Northern Affairs with a remediation plan as described in sub-paragraph 3(c) for any contaminated sites identified on the Property.

5. Within _____ days of receipt of the consultant's final environmental report pursuant to sub-paragraph 3(b), or a remediation plan pursuant to sub-paragraph 3(c), the Purchaser shall elect to:

- (i) proceed with the Agreement of Purchase and Sale;
- (ii) approved the remediation plan, upon consultation with the Department of Indian and Northern Affairs, and proceed with the Agreement of Purchase and Sale, subject to implementation of the remediation plan or any portion thereof; or
- (iii) terminate the Agreement of Purchase and Sale; and

shall notify the Vendor in writing of its election.

6. (i) The Vendor covenants that he will, prior to closing and at his sole expense, prevent, ameliorate or eliminate all environmental effects arising from his use of the Property and the use of the Property by his predecessors in title and that he will restore the natural environment of the Property in compliance with the most recent guidelines of the Saskatchewan Department of the Environment and any existing federal guidelines.
- (ii) The Vendor further covenants that he will, _____ days prior to closing, provide the Purchaser with written confirmation that he has complied with sub-paragraph (i), such confirmation to include any environmental consultants' reports which may be prepared in satisfaction of the Vendor's obligation pursuant to subparagraph (i).

7. Right to Terminate

- (i) By written notice to the Vendor at any time prior to closing, the Purchaser may terminate this Agreement of Purchase and Sale if the Vendor fails to comply with any obligation imposed upon the Vendor by the terms of this Agreement or if the Purchaser, in his sole discretion, determines that an environmental or health hazard exists on the Property.
- (ii) Upon the giving of written notice to the Vendor pursuant to sub-paragraph 7(i), the Agreement of Purchase and Sale shall be terminated, the deposit shall forthwith be returned to the Purchaser with(out) interest and the Purchaser and the Vendor shall thereafter be under no obligation or liability the one to the other in respect of anything contained herein or arising herefrom.

NOTE: In all cases where the Entitlement Band does not hold title to the Entitlement Land and is requesting that Land be transferred directly from its current owner to Canada, the above termination clauses' must be inserted in the relevant land transaction documentation and must also be exercisable at the sole discretion of the Department.

8. Remediation

The Purchaser may, at his sole discretion, proceed with the transaction, subject to the agreement of the Vendor and the Purchaser as to the nature and extent of any required site investigation or clean-up and as to the liability therefor.

9. Indemnity

The Vendor covenants and agrees to indemnify and hold harmless the Government of Canada from and against all costs, claims, demands, suits, actions, professional, consultant or legal fees (on a solicitor and

client basis) and damages to which the Government of Canada may be put or may suffer arising or resulting, directly or indirectly, from:

- (i) any misrepresentation by or on behalf of the Vendor;
- (ii) any warranty or representation of the Vendor proving to be false or untrue in whole or in part; and
- (iii) any failure of the Vendor to perform any of the Vendor's covenants contained herein.

This covenant and agreement shall not merge in but shall survive closing.

NOTE: Security for the indemnity should be obtained where a private Vendor is involved.

REPRESENTATIONS AND WARRANTIES

The following are several suggested representations and warranties which should be obtained from the vendor:

10. Disclosure

- (i) The Vendor warrants and represents unto the Purchaser that the Vendor will make complete disclosure of all material facts and circumstances relating to the environmental conditions which, to the Vendor's knowledge, have existed or will exist on the Property and which in any manner might affect the future use of the Property or which may result in the Purchaser and/or the Government of Canada being legally required to prevent, ameliorate or eliminate adverse environmental conditions or to restore the natural environment.
- (ii) The Vendor further warrants and represents unto the Purchaser that there are not now, and will not on closing be, any outstanding, pending or threatened orders, directives or other requirements of the Saskatchewan Department of the Environment and Environment Canada or any other body having jurisdiction relating to the Property and that the Vendor is not now, and will not on closing, be negotiating or in any manner dealing with the Saskatchewan Department of the Environment and Environment Canada or with any other body having jurisdiction with respect to any possible order, directive or other requirement relating to the Property.
- (iii) On closing, the Vendor shall provide to the Purchaser a statutory declaration that the above warranties and representations are still correct and true as of the closing date.

11. Compliance with Laws

- (i) The Vendor warrants and represents unto the Purchaser that the present use of the Property is, and on closing will be, in full compliance with all applicable laws, rules, regulations, notices, approvals, orders and other requirements of the Saskatchewan Department of the Environment and Environment Canada and of any other body having jurisdiction over the Property. Without limiting the generality of the foregoing, "approvals" include any approvals relating to environmental, health or safety requirements and the Vendor further warrants and represents unto the Purchaser that no condition currently exists, or will on closing exist, which might impugn the validity of any such approvals.
- (ii) The Vendor warrants and represents unto the Purchaser that the Property contains no toxic substances or contaminants as defined under the *Canadian Environmental Protection Act* (CEPA), or the equivalent provincial legislation, which have been handled, emitted or discharged by the Vendor, its officers, directors, agents, employees or any third parties and that there are no underground storage tanks on the Property.
- (iii) The Vendor also warrants and represents that it has at all times received, handled, used or stored all hazardous goods or contaminants in strict compliance with all applicable laws, rules, regulations, orders or approvals and that all such contaminants or hazardous goods will be removed from the Property ____ days prior to closing.

12. No Adverse Environmental Impacts

The Vendor warrants and represents unto the Purchaser that there are not adverse environmental impacts on the Property as a result of the use of the land by the Vendor, its officers, directors, agents, employees or any third parties.

13. No Law Suits, Actions

The Vendor warrants and represents unto the Purchaser that it has no notice or knowledge of any law suits, actions, fines, orders, penalties, rulings, liabilities, pending or threatened against the Vendor, its officers, directors, agents, employees or any third parties relating to the environmental condition of the Property or to the violation, actual or alleged, of any federal or provincial environmental health or safety statutes, regulations or other lawful requirements.

14. Survival of Vendor's Representations and Warranties

The representations and warranties of the Vendor as set forth above shall survive closing and shall continue in full force and effect for the benefit of the Purchaser, and its successors and assigns.

- NOTE:
- 1) It is important that all key contractual terms be clearly defined by the parties to avoid problems in the future interpretation of the respective parties' obligations.
 - 2) Where appropriate, reference to lessees should be made in the above clauses, e.g., clause 2 (access to property may require the approval of both the vendor and any lessee(s)).
 - 3) Where the Band, as opposed to the Vendor, assumes responsibility for any required site investigation or clean-up, the above clauses should be modified accordingly.

NOTE:

This document is not an official version. It has been provided for convenience of reference, and the original print version should be consulted for all other purposes. In the event of discrepancies between the original print version and this electronic document, the original print version should be considered official.

SASKATCHEWAN TREATY LAND ENTITLEMENT

ANTICIPATED APPROPRIATIONS/PAYMENTS

SCHEDULE 7 of the Framework Agreement

SCHEDULE 7 of the Framework Agreement

SASKATCHEWAN TREATY LAND ENTITLEMENT ANTICIPATED APPROPRIATIONS/PAYMENTS

1	2	3	4	5	6	7	8	9
SHORTFALL ACRES MAR 31/92	NEKANEET SHORTFALL MAR 31/92	SHORTFALL W/O NEKANEET C1-C2	VALUE WITH MINERALS MAR 31/92	NEKANEET VALUE WITH MINERALS MAR 31/92	VALUE MINERALS W/O NEKANEET C4-C5	FED (70%) C6 x 70%	PROV (30%) C6 X 30%	PAY 12 YEARS FEDERAL C7/12
442,167.57	16,160.00	424,407.57	446,440,164.03	\$7,963,933.00	\$446,404,164.03	\$312,482,914.82	\$133,921,249.21	\$26,040,242.90

10	11	12	13	14	15	16	17
PAY 12 YEARS PROVINCIAL C8/12	DOFS AT 262.19 C3 x \$262.19	DOFS YEAR 1 C11/2	DOFS YEAR 2 C11/2	PAY 12 YEARS PROV 1/12 C8/12	DOFS W/O PROV YR 1 C12-C14	DOFS W/O PROV YR 2 C12-C14	PAY 10 YRS W/O YR 1&2 C7-(C15+C16)/10
\$11,160,104.10	\$111,275,420.78	\$55,637,710.39	\$55,637,710.39	\$11,160,104.10	\$44,477,606.29	\$44,477,606.29	\$22,352,770.22

SUMMARY

PAYMENT YEAR	1	2	3	4	5	6	7	8
FEDERAL	\$44,477,606.29	\$44,477,606.29	\$22,352,770.22	\$22,352,770.22	\$22,352,770.22	\$22,352,770.22	\$22,352,770.22	\$22,352,770.22
PROVINCIAL	\$11,160,104.10	\$11,160,104.10	\$11,160,104.10	\$11,160,104.10	\$11,160,104.10	\$11,160,104.10	\$11,160,104.10	\$11,160,104.10
TOTAL	\$55,637,710.39	\$55,637,710.39	\$33,512,874.33	\$33,512,874.33	\$33,512,874.33	\$33,512,874.33	\$33,512,874.33	\$33,512,874.33

PAYMENT YEAR	9	10	11	12	13	14	15	TOTAL
FEDERAL	\$22,352,770.22	\$22,352,770.22	\$22,352,770.22	\$22,352,770.22				\$312,482,914.82
PROVINCIAL	\$11,160,104.10	\$11,160,104.10	\$11,160,104.10	\$11,160,104.10				\$133,921,249.21
TOTAL	\$33,512,874.33	\$33,512,874.33	\$33,512,874.33	\$33,512,874.33				\$446,404,164.03