TREATY ENTITLEMENT AGREEMENT

AMONG:

OPASKWAYAK CREE NATION
a "band" as defined in the *Indian Act*

-and-

TREATY LAND ENTITLEMENT COMMITTEE OF MANITOBA INC.
a corporation incorporated under the laws of Manitoba,
as general partner on behalf of
TLEC LIMITED PARTNERSHIP,
a limited partnership formed under the laws of Manitoba

-and-

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

-and-

HER MAJESTY THE QUEEN IN RIGHT OF MANITOBA

TREATY ENTITLEMENT AGREEMENT

THIS TREATY ENTITLEMENT AGREEMENT signed this 22nd day of January, 1999

AMONG:

OPASKWAYAK CREE NATION
a "band" as defined in the *Indian Act*

-and-

TREATY LAND ENTITLEMENT COMMITTEE OF MANITOBA INC.
a corporation incorporated under the laws of Manitoba,
as general partner on behalf of
TLEC LIMITED PARTNERSHIP,
a limited partnership formed under the laws of Manitoba

-and-

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

-and-

HER MAJESTY THE QUEEN IN RIGHT OF MANITOBA

WHEREAS:

A. Certain First Nations (including the Entitlement First Nation) established, authorized and directed the TLE Committee to act as their representative in the negotiation of the Framework Agreement to address the entitlements of those First Nations to land of sufficient area to fulfill the requirements of the "per capita provisions" (as defined in the Framework Agreement);

B. The TLE Committee, Canada and Manitoba entered into the Framework Agreement;

C. In accordance with the Framework Agreement, and upon this Treaty Entitlement Agreement coming into force, the Entitlement First Nation is entitled to exercise certain rights and to receive certain benefits to address the unfulfilled land entitlement of the Entitlement First Nation under the Per Capita Provision; and

D. The Eligible Members of the Entitlement First Nation have approved the terms and conditions of this Treaty Entitlement Agreement in accordance with the Community Approval Process and have, by doing so, authorized the Council, among other matters, to execute and deliver this Treaty Entitlement Agreement.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

PART I: DEFINITIONS AND INTERPRETATION

1. Definitions and Interpretation

1.01 Interpretation

(1) In this Treaty Entitlement Agreement:

(a) words and phrases with specific meanings have been identified in the text by the capitalization of the first letter of the words or the first letter of each word in phrases;

(b) words and phrases with specific meanings have the same meaning as the meanings of the same words and phrases when defined in the Framework Agreement, unless the contrary is provided in Section 1.02;

(c) the definition of words or phrases in one tense shall apply to all tenses as the context so requires; and

(d) the singular includes the plural and vice versa.

(2) Headings used in this Treaty Entitlement Agreement are for ease of reference only, do not form part of this Treaty Entitlement Agreement and shall not be used in the interpretation of this Treaty Entitlement Agreement.

1.02 Certain Words and Phrases Defined

In this Treaty Entitlement Agreement:

(1) **"Community Approval Process Contribution"** means the sum of $47,500.00 paid to the Entitlement First Nation in accordance with Section 17.01;

(2) **"Crown Land Amount"** means 47,658 acres of Crown Land;

(3) **"Entitlement First Nation"** means the Opaskwayak Cree Nation (also known as the "Opaskwayak Cree Indian Band");

(4) **"Federal Payment"** means the sum of $1,364,397.00 to be paid by Canada into the Trust in accordance with Section 18.01;

(5) **"Framework Agreement"** means an agreement in writing dated May 29, 1997 between the TLE Committee, Canada and Manitoba;

(6) **"Indemnity"** means the indemnity given by the Entitlement First Nation in favour of Canada in Section 26.01;

(7) **"Initial Trustee"** means an "initial trustee" as defined in the Trust Agreement;

(8) **"Land Acquisition Payment"** means the sum of $2,153,015.00 to be paid by Canada into the Trust in accordance with Section 19.01;

(9) **"Land Selection Study Contribution"** means the sum of $51,000.00 paid to the Entitlement First Nation in accordance with Section 22.01;

(10) **"Minimum Entitlement Acres"** means 3,095 acres of land;

(11) **"Other Land Amount"** means 8,410 acres of Other Land;

(12) **"Per Capita Provision"** means the following provision of Treaty No. 5:

"And 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 hundred and sixty acres for each family of five, or in that proportion for larger or smaller families ..."

and the following provision of the adhesion to Treaty No. 5 executed by the Entitlement First Nation or its Predecessor Band:

"And His Majesty hereby agrees to set apart Reserves of land of a like proportionate area to those mentioned in the original Treaty No. 5";

(13) **"Release"** means the release given by the Entitlement First Nation in favour of Canada in Section 25.01;

(14) **"TLE Committee"** means Treaty Land Entitlement Committee of Manitoba Inc. as general partner on behalf of TLEC Limited Partnership, except:

(a) in the definition of "Framework Agreement", where it means Treaty Land Entitlement Committee of Manitoba Inc. on its own behalf and as general partner on behalf of TLEC Limited Partnership;

(b) in Paragraph 15.01(a) and Article 16 where it means Treaty Land Entitlement Committee of Manitoba Inc. on its own behalf; and

(c) in Clause 25.01(b)(vii)E where it means Treaty Land Entitlement Committee of Manitoba Inc. on its own behalf or as general partner on behalf of TLEC Limited Partnership, as the context may require;

(15) **"Total Land Amount"** means 56,068 acres of land;

(16) **"Treaty Entitlement Agreement"** means this agreement and includes the Framework Agreement;

(17) **"Trust"** means the trust established in accordance with the Trust Agreement;

(18) **"Trust Agreement"** means the agreement between Canada and the Initial Trustees pursuant to which the terms for the administration and management of the Federal Payment and the Land Acquisition Payment paid by Canada to the Trust in accordance with Section 18.01 and Section 19.01 are set out; and

(19) **"Trustee"** means a "trustee" as defined in the Trust Agreement.

1.03 Acts referred to in this Treaty Entitlement Agreement

An act of the Parliament of Canada or Legislature of Manitoba referred in this Treaty Entitlement Agreement has the same meaning as a reference to that act set out in the Framework Agreement.

PART II: LAND

2. Land

2.01 Amount of Land

Upon this Treaty Entitlement Agreement coming into force, the Entitlement First Nation shall be entitled to Select an amount of Crown Land up to the Crown Land Amount and Acquire Other Land up to the Other Land Amount so that the total amount of land Selected or Acquired does not exceed the Total Land Amount.

2.02 Further amounts of land

(1) Despite Section 2.01, the Entitlement First Nation may also be eligible to Select further amounts of Crown Land in accordance with Subsections 3.03(23), 13.06(1) and 13.07(3) of the Framework Agreement.

(2) Where an Entitlement First Nation has Selected or Acquired land adjacent to a Developed Waterway that is below an Easement Line and subject to a Hydro Easement, the Entitlement First Nation may Select Additional Land in accordance with Subsection 12.07(1) of the Framework Agreement.

3. Principles for Land Selection and Acquisition

3.01 Principles to be applied

During the Period of Selection and Period of Acquisition the Entitlement First Nation shall Select and Acquire land which conforms with the Principles for Land Selection and Acquisition set out in or incorporated into Sections 3.02 to 3.10 inclusive of the Framework Agreement.

4. Periods for Land Selection and Acquisition

4.01 Applicable Periods

Subject to Section 4.02 the Entitlement First Nation may:

(a) Select land up to its Crown Land Amount within three years from the date this Treaty Entitlement Agreement comes into force; and

(b) Acquire land up to its Other Land Amount within 15 years from the date this Treaty Entitlement Agreement comes into force.

4.02 Extension of Periods

The periods of time referred to in Section 4.01 may be extended in accordance with Section 4.02 of the Framework Agreement.

4.03 Principles and Community Interest Zone not applicable after Periods

In the event the Entitlement First Nation does not Select the Crown Land Amount within the Period of Selection and Acquire the Other Land Amount within the Period of Acquisition the Principles for Land Selection and Acquisition shall not be applicable to any further Selection or Acquisition of land by the Entitlement First Nation after the expiration of those periods.

4.04 Entitlement to Land continues

Despite Section 4.03, the right of the Entitlement First Nation to Select the Crown Land Amount and Acquire the Other Land Amount in accordance with this Treaty Entitlement Agreement shall continue except that the policy of the Department of Indian Affairs and Northern Development relating to Reserve creation and additions in effect on the date a Selection or Acquisition is made shall apply.

5. Community Interest Zone

5.01 Identification of Community Interest Zone

Attachment "A" to this Treaty Entitlement Agreement identifies the Community Interest Zone of the Entitlement First Nation.

5.02 Purpose and Effect of Community Interest Zone

The purpose and effect of the Community Interest Zone is as provided for in Section 5.02 of the Framework Agreement.

6. Process for Land Selection and Acquisition

6.01 Entitlement First Nation to follow process

The Entitlement First Nation shall Select or Acquire land in accordance with the process set out in Section 6.02 of the Framework Agreement.

6.02 Crown Use Permit

(1) Upon Canada and Manitoba confirming that Crown Land Selected by the Entitlement First Nation is eligible to be set apart as Reserve in accordance with the Principles for Land Selection and Acquisition, Manitoba shall issue to the Entitlement First Nation a Crown Land use permit in accordance with Subsection 6.03(1) of the Framework Agreement.

(2) Upon the issuance of a Crown Land use permit in accordance with Subsection (1), the Selection shall not be subject to change by the Entitlement First Nation.

(3) Upon the acceptance by Canada of administration and control of the Selection from Manitoba the Crown Land use permit issued in accordance with Subsection (1) will terminate and Canada will issue to the Entitlement First Nation a licence to occupy the land in accordance with Subsection 6.03(3) of the Framework Agreement.

7. Transfer of Crown Lands and Interests from Manitoba to Canada

7.01 Manitoba to transfer interests to Canada

Upon:

(a) any Third Party Interest that affects land that has been Selected by the Entitlement First Nation being resolved to the satisfaction of the Entitlement First Nation, Canada, Manitoba and the holder of the Third Party Interest; and

(b) Manitoba receiving from Canada a legal description of that land in accordance with Paragraph 7.01(1)(d) of the Framework Agreement

Manitoba undertakes to transfer to Canada by order in council administration and control of all interests of Manitoba in that land, including any Crown Reservations and Residual Crown Interests.

7.02 Manitoba to transfer interests subsequently obtained

Where land is set apart as Reserve under this Treaty Entitlement Agreement which is subject to a Third Party Interest at the time it is set apart, Manitoba undertakes to transfer to Canada by order in council administration and control of all interests of Manitoba in the Third Party Interest, including any Crown Reservations and Residual Crown Interests which:

(a) subsequently revert to Manitoba; or

(b) are subsequently purchased or otherwise obtained by the Entitlement First Nation

after the land is set apart as Reserve.

7.03 Canada to accept transfer

Where Manitoba has transferred administration and control of the interests of Manitoba in a Selection in accordance with Section 7.01 or 7.02, Canada undertakes to accept administration and control of those interests by instrument under the *Federal Real Property Act* or otherwise.

7.04 Transfer and Acceptance of Crown Interests in Other Land

Subject to Paragraph 8.01(1)(b) of the Framework Agreement, Sections 7.01 to 7.03 inclusive apply to the undertaking of Manitoba to transfer to Canada and the undertaking of Canada to accept the interests of Manitoba in Other Land with necessary modifications.

8. Setting Apart of Land as Reserve by Canada

8.01 Undertaking by Canada to set apart Reserves

(1) Canada undertakes to proceed with due diligence and to use its best efforts to set apart as Reserve for the Entitlement First Nation land that is eligible to be set apart as Reserve in accordance with the Principles for Land Selection and Acquisition, provided all conditions precedent to that land being set apart as Reserve by Canada have been satisfied in accordance with Section 8.01 of the Framework Agreement.

(2) Canada's undertaking in Subsection (1) to set land apart as Reserve for the Entitlement First Nation shall be limited to setting apart:

(a) an amount of Crown Land up to the Crown Land Amount to the extent the Entitlement First Nation Selects Crown Land;

(b) an amount of Other Land up to the Other Land Amount to the extent that Entitlement First Nation Acquires Other Land; and

(c) the amount of any land referred to in Subsections 3.02(9), 3.03(23), 12.07(1), 13.06(1) and 13.07(3) of the Framework Agreement

provided that the amount of land set apart as Reserve for the Entitlement First Nation, not including the amount of land referred to in Paragraph (c), shall not exceed the Total Land Amount.

8.02 No representation or warranty respecting particular parcels

(1) Nothing in this Treaty Entitlement Agreement constitutes any representation or warranty of any kind or nature whatsoever by Canada that any particular parcel of land Selected or Acquired by the Entitlement First Nation will, with certainty, be set apart as Reserve for the Entitlement First Nation.

(2) Nothing in Subsection (1) shall in any manner diminish, absolve or otherwise affect:

(a) Canada's undertaking in Section 8.01 to proceed with due diligence and to use its best efforts to set apart as Reserve land Selected or Acquired by the Entitlement First Nation; and

(b) any other obligation or undertaking of Canada under this Treaty Entitlement Agreement.

8.03 Where Canada fails to set land apart as Reserve

In the event:

(a) the Entitlement First Nation has Selected or Acquired land;

(b) the administration and control of the land has been accepted by Canada or title to the land has been transferred to and accepted by Canada; and

(c) the land is not set apart as Reserve despite a recommendation by the Minister of Indian Affairs and Northern Development to do so

Canada and the Entitlement First Nation shall proceed in accordance with Section 8.06 of the Framework Agreement, unless otherwise agreed between Canada and the Entitlement First Nation.

9. Land in Severalty, Land Outside Manitoba, and Land of Cultural or Historical Significance in Provincial and National Parks

9.01 Method of dealing with

Matters relating to:

(a) Land in Severalty;

(b) land purchased or otherwise secured by the Entitlement First Nation outside the Province of Manitoba, where the Treaty Area or Traditional Territory of the Entitlement First Nation extends into the province of Saskatchewan or Ontario or into the Northwest Territories (as that area was known as of the Date of Execution); and

(c) Land of Cultural or Historical Significance in provincial parks, certain other areas described in Subsection 9.09(1) of the Framework Agreement and national parks

shall be dealt with in accordance with Article 9 of the Framework Agreement.

PART III: THIRD PARTY INTERESTS

10. Third Party Interests

10.01 Method of dealing with

Third Party Interests which affect any land which is otherwise eligible to be set apart as Reserve under this Treaty Entitlement Agreement must be resolved to the satisfaction of the Entitlement First Nation, Canada, Manitoba and the holder of the Third Party Interest prior to:

(a) the transfer to Canada of administration and control of the Crown Land or any interest in the Crown Land; or

(b) the Entitlement First Nation or a Person on behalf of the Entitlement First Nation providing to Canada a registerable transfer of title to the Other Land

and, without limitation, Third Party Interests may be resolved in accordance with Section 10.02 of the Framework Agreement.

11. Mines and Minerals

11.01 Method of dealing with

Issues relating to Mines and Minerals in land Selected or Acquired by the Entitlement First Nation shall be dealt with in accordance with Article 11 of the Framework Agreement.

12. Water Interests

12.01 Method of dealing with

Matters relating to:

(a) land Selected or Acquired by the Entitlement First Nation which includes the bed of a Non Navigable Waterway;

(b) land Selected or Acquired by the Entitlement First Nation which is adjacent to a Navigable Waterway;

(c) the Acquisition by the Entitlement First Nation of private water lots;

(d) land Selected or Acquired by an Entitlement First Nation which is adjacent to a Developed Waterway including, without limitation, matters relating to:

(i) the establishment of a Hydro Easement; and

(ii) the right of the Entitlement First Nation to Select Additional Land;

(e) land physically required by Manitoba Hydro for the operation of its works and operations; and

(f) land Selected or Acquired by an Entitlement First Nation which is adjacent to Lake Winnipeg, Lake of the Woods, Lake of the Prairies, Dauphin Lake or Lake Manitoba

shall be dealt with in accordance with Article 12 of the Framework Agreement.

13. Roads, Ferry Landings and Airports

13.01 Method of dealing with

Matters relating to:

(a) roads under the jurisdiction of Manitoba, roads under the jurisdiction of a municipality, road allowances (whether Developed Road Allowances or Undeveloped Road Allowances), Road Rights of Way, and winter roads;

(b) ferry landings;

(c) airports operated by Manitoba;

(d) lands required for maintenance of the roads under the jurisdiction of Manitoba and ferry landings; and

(e) land required for future road construction

shall be dealt with in accordance with Article 13 of the Framework Agreement.

14. Municipal and School Tax

14.01 Method of dealing with

Matters relating to Municipal and School Tax shall be dealt with in accordance with Article 14 of the Framework Agreement.

PART IV: FINANCIAL PROVISIONS

15. Payments and Contributions by Canada

15.01 Amount of Payments and Contributions

In accordance with Section 15.01 of the Framework Agreement, Canada has made or has agreed to make the following payments and contributions:

(a) a contribution toward the costs incurred or anticipated to be incurred by the Entitlement First Nation, the TLE Committee and the other First Nations represented by the TLE Committee in the negotiation of the Framework Agreement, including legal fees, in the total amount of $6,301,930.00, which has been advanced in accordance with Article 16 of the Framework Agreement;

(b) a contribution toward the costs incurred by the Entitlement First Nation in completing the Community Approval Process which have been advanced and administered in accordance with Article 17 of the Framework Agreement;

(c) the Federal Payment to be advanced and administered in accordance with Article 18;

(d) the Land Acquisition Payment to be advanced and administered in accordance with Article 19;

(e) a contribution toward the costs anticipated to be incurred by the Entitlement First Nation and the other First Nations represented by the TLE Committee in discharging, replacing or accommodating Third Party Interests that affect land Selected or Acquired by them up to the total amount of $8,862,170.00, to be advanced and administered in accordance with Article 20 of the Framework Agreement;

(f) a contribution toward the costs anticipated to be incurred by the Entitlement First Nation, the TLE Committee and the other First Nations represented by the TLE Committee in implementing this Treaty Entitlement Agreement, the Framework Agreement and other similar agreements to this Treaty Entitlement Agreement executed by other First Nations represented by the TLE Committee up to the total amount of $8,590,825.00, to be advanced and administered in accordance with Article 21 of the Framework Agreement; and

(g) a contribution to the Entitlement First Nation for the purposes of permitting the Entitlement First Nation to undertake and complete a Land Selection Study in accordance with Article 22 of the Framework Agreement.

15.02 Undertaking to complete Surveys and Environmental Assessments

Canada will be responsible for the costs of the Environmental Audit and surveying the boundaries of land Selected or Acquired by the Entitlement First Nation in accordance with Article 23.

15.03 Undertaking to establish Trust

(1) Upon the coming into force of this Treaty Entitlement Agreement, Canada shall constitute the Trust by executing the Trust Agreement and settling upon the Trustees the Federal Payment and the Land Acquisition Payment in accordance with Section 18.01 and Section 19.01.

(2) The Entitlement First Nation acknowledges and agrees that the creation of the interest in the Trust by Canada for the benefit of the Entitlement First Nation in accordance with Subsection (1) is received in partial consideration of the Release.

(3) Default by the Trustees in any of their obligations under the Trust Agreement or any other failure of the Trust of any kind or nature whatsoever shall not constitute a failure or insufficiency of consideration at law.

15.04 Canada may defer payments

Canada may defer a payment, contribution or advance of any contribution payable under this Treaty Entitlement Agreement or the Framework Agreement in accordance with Section 15.05 of the Framework Agreement.

16. Contribution to Negotiating Costs

16.01 No further responsibility of Canada

The Entitlement First Nation agrees that Canada is not liable for any further or other costs incurred by the TLE Committee or the Entitlement First Nation in:

(a) the negotiation of the Framework Agreement; or

(b) the approval by the Entitlement First Nation of this Treaty Entitlement Agreement.

16.02 Release to Entitlement First Nation

Canada agrees that the Entitlement First Nation is released and discharged for and in respect of all liability for any loans or contributions by Canada to the TLE Committee pertaining to the negotiation of the Framework Agreement and this Treaty Entitlement Agreement.

17. Contribution to Costs of Community Approval Process

17.01 Community Approval Process Contribution

The Entitlement First Nation confirms that it has received the Community Approval Process Contribution from the TLE Committee for the purposes of permitting the Entitlement First Nation to undertake and complete the Community Approval Process, and to enable the Entitlement First Nation to obtain independent legal advice and such other expert advice as may have been required.

17.02 Access to Additional Funds

The Entitlement First Nation further confirms that it was aware prior to and during the Community Approval Process of its right to make application to the TLE Committee for an additional amount to the Community Approval Process Contribution for the purposes of assisting it with:

(a) any unforeseen or unusual but otherwise reasonable costs actually incurred by the Entitlement First Nation in conducting the Community Approval Process; or

(b) the reasonable and foreseeable costs anticipated to be incurred or incurred by the Entitlement First Nation in carrying out a second vote if a second vote was required by the Community Approval Process.

17.03 No further right of Entitlement First Nation

The Entitlement First Nation has no further legal interest in or right to a distribution of any portion of the contribution made by Canada to the TLE Committee in accordance with Paragraph 15.01(b) of the Framework Agreement or to any portion of the income earned by those funds and the Entitlement First Nation hereby releases the TLE Committee from any claim, liability or demand for or in respect of the costs the Entitlement First Nation incurred in carrying out the Community Approval Process.

17.04 Use of Funds by the Entitlement First Nation

The Entitlement First Nation represents and warrants that all of the funds it received from the TLE Committee for the purpose of conducting the Community Approval Process were used solely for that purpose (including, without limitation, obtaining independent legal advice and such other expert advice as it required in connection with conducting the Community Approval Process).

17.05 No responsibility of Canada

Canada is not liable for any costs incurred by the Entitlement First Nation in conducting the Community Approval Process and, without limitation, the Entitlement First Nation acknowledges that Canada has no liability to it in accordance with Subsection 17.09(2) of the Framework Agreement.

18. Federal Payment

18.01 Payment to be made to Trust

Upon the coming into force of this Treaty Entitlement Agreement, Canada shall pay the Federal Payment into the Trust for deposit into the Capital Account.

18.02 Federal Payment to be managed in accordance with Trust Agreement

The use, management, withdrawal, payment, administration and any other dealing with respect to the Federal Payment shall be in accordance with the Trust Agreement.

18.03 No distribution of Federal Payment to individuals

Without limiting the generality of Section 18.02, in the event the Entitlement First Nation receives a distribution from the Capital Account, neither that distribution, nor any portion of that distribution, shall be used either directly or indirectly for an individual distribution to any Member of the Entitlement First Nation or to any other Person for that purpose.

18.04 Federal Payment not "Indian Moneys"

The Federal Payment and any income generated or produced by that payment are not "Indian moneys" as defined in the *Indian Act*.

19. Land Acquisition Payment

19.01 Payment to Trust

(1) Upon the coming into force of this Treaty Entitlement Agreement, Canada shall pay the Land Acquisition Payment into the Trust for deposit into the Land Acquisition Account.

(2) Despite Subsection (1), the Entitlement First Nation acknowledges that Canada may defer payment of the Land Acquisition Payment in accordance with Section 15.05 of the Framework Agreement.

19.02 Land Acquisition Payment to be managed in accordance with Trust Agreement

The use, management, withdrawal, payment, administration and any other dealing with respect to the Land Acquisition Payment shall be in accordance with the Trust Agreement.

19.03 No distribution to individuals

Without limiting the generality of Section 19.02, in the event the Entitlement First Nation receives a distribution from the Land Acquisition Account, neither that distribution, nor any portion of that distribution, shall be used either directly or indirectly for an individual distribution to any Member of the Entitlement First Nation or to any other Person for that purpose.

19.04 No Representation or Warranty that Land Acquisition Payment Sufficient

Nothing in this Treaty Entitlement Agreement constitutes any representation or warranty of any kind or nature whatsoever by Canada that the Land Acquisition Payment will provide the Entitlement First Nation with sufficient funds to Acquire the Other Land Amount or for purposes incidental to Acquiring that land.

19.05 Land Acquisition Payment not "Indian Moneys"

The Land Acquisition Payment and any income generated or produced by that payment are not "Indian moneys" as defined in the Indian Act.

20. Costs of Resolving Third Party Interests

20.01 The TPI Account

The Entitlement First Nation acknowledges that:

(a) Canada has made or will make a contribution toward the costs of discharging, replacing or accommodating Third Party Interests affecting land Selected or Acquired by the Entitlement First Nation and Selected or Acquired by the other First Nations represented by the TLE Committee; and

(b) the contribution made by Canada referred to in Paragraph (a) has been or will be made to the TLE Committee and will be administered by the TLE Committee

in accordance with in Article 20 of the Framework Agreement.

20.02 Applications to the TPI Account

The Entitlement First Nation may make application for an advance from the Third Party Interest Account established by the TLE Committee in accordance with Section 20.07 of the Framework Agreement.

20.03 Right to and Use of Funds in the TPI Account

(1) Where the Entitlement First Nation applies to the TLE Committee in accordance with Subsection 20.07(1) of the Framework Agreement and receives an advance from the Third Party Interest Account, the Entitlement First Nation shall receive and use those funds solely for the purposes of discharging, replacing or accommodating Third Party Interests affecting land Selected or Acquired by the Entitlement First Nation and on the conditions set out in Subsection 20.07(6) of the Framework Agreement.

(2) Except as provided in Subsection 20.06(2) of the Framework Agreement, the Entitlement First Nation has no legal interest in or right to a distribution of any portion of the funds held by the TLE Committee in the TPI Account or to any portion of the income earned by those funds and, without limitation, an application by the Entitlement First Nation for an advance from the TPI Account in accordance with Section 20.07 of the Framework Agreement shall in no way create any right or entitlement of the Entitlement First Nation to a distribution of any portion of the funds held by the TLE Committee in the TPI Account or to any portion of the income earned by those funds unless and to the extent that application has been approved, in whole or in part, by the TLE Committee in accordance with Paragraph 20.07(4)(b) of the Framework Agreement.

20.04 No further responsibility of Canada

Upon Canada making the contribution referred to in Section 20.01 in accordance with in Article 20 of the Framework Agreement, Canada shall not be liable for any costs incurred by the Entitlement First Nation or the TLE Committee with respect to discharging, replacing or accommodating any Third Party Interest that may affect land Selected or Acquired by the Entitlement First Nation.

21. Contribution to Costs of Implementation

21.01 The Implementation Account

The Entitlement First Nation acknowledges that:

(a) Canada has made or will make a contribution toward the costs anticipated to be incurred or incurred by the Entitlement First Nation, TLE Committee, and the other First Nations represented by the TLE Committee in the implementation of this Treaty Entitlement Agreement, the Framework Agreement and other similar agreements to this Treaty Entitlement Agreement executed by the other First Nations represented by the TLE Committee; and

(b) the contribution made by Canada referred to in Paragraph (a) has been or will be made to the TLE Committee and will be administered by the TLE Committee

in accordance with in Article 21 of the Framework Agreement.

21.02 Right to Funds in the Implementation Account

(1) Subject to Subsections 21.06(4) and 21.07(4) of the Framework Agreement, the Entitlement First Nation may be entitled to apply for and receive funds held by the TLE Committee for the purpose of satisfying the reasonable costs incurred by the Entitlement First Nation in carrying out its obligations under this Treaty Entitlement Agreement in accordance with the annual budget and any administrative policies and procedures as the TLE Committee may, from time to time, have in place.

(2) Except as provided in Subsection 21.06(2) of the Framework Agreement, the Entitlement First Nation has no legal interest in or right to a distribution of any portion of the funds held by the TLE Committee in the Implementation Account or to any portion of the income earned by those funds.

21.03 Use of Funds received by the Entitlement First Nation

Where the Entitlement First Nation has received funds held by the TLE Committee in the Implementation Account in accordance with Subsection 21.02(1), the Entitlement First Nation shall receive and utilize those funds solely for the purpose of satisfying the reasonable costs incurred by the Entitlement First Nation in carrying out its obligations under this Treaty Entitlement Agreement, provided that no portion of the funds shall be used by the Entitlement First Nation for the purpose of satisfying any costs incurred by the Entitlement First Nation in:

(a) conducting the Community Approval Process;

(b) undertaking the Land Selection Study;

(c) satisfying any obligation of the Entitlement First Nation under any Municipal Development and Services Agreement; or

(d) discharging, removing or accommodating any Third Party Interest.

21.04 No further responsibility of Canada

Upon Canada making the contribution referred to in Section 21.01 in accordance with in Article 21 of the Framework Agreement, Canada shall not be liable for any costs incurred by the Entitlement First Nation or the TLE Committee with respect to the implementation of this Treaty Entitlement Agreement or the Framework Agreement.

22. Land Selection Study Contribution

22.01 Land Selection Study Contribution

The Entitlement First Nation:

(a) confirms that it has received the Land Selection Study Contribution from Canada; and

(b) represents and warrants to Canada that it has used or is using the funds referred to in Paragraph (a) solely for the purpose of undertaking a Land Selection Study in accordance with Subsection 22.02(2) of the Framework Agreement.

23. Environmental Audit and Survey Costs

23.01 Undertaking by Canada

Subject to Article 23 of the Framework Agreement, Canada shall undertake or cause to be undertaken at its cost:

(a) an Environmental Audit of land Selected or Acquired by the Entitlement First Nation in accordance with this Treaty Entitlement Agreement that Canada and Manitoba have confirmed is eligible to be set apart as Reserve in accordance with the Principles for Land Selection and Acquisition; and

(b) all surveys of the boundaries of land Selected or Acquired by the Entitlement First Nation in accordance with this Treaty Entitlement Agreement:

(i) that Canada and Manitoba have confirmed is eligible to be set apart as Reserve in accordance with the Principles for Land Selection and Acquisition;

(ii) with respect to which Canada and the Entitlement First Nation are both satisfied with the results of the Environmental Audit referred to in Paragraph (a); and

(iii) that Canada has determined satisfies the requirements of the Additions to Reserves Policy.

23.02 Canada not responsible for remediation

Where an Environmental Audit of land Selected or Acquired by the Entitlement First Nation determines that remediation or other improvement or work is required prior to the environmental condition of the land being satisfactory to Canada or the Entitlement First Nation, Canada shall not be responsible for the costs of that remediation or other improvement or work.

24. Costs of the Implementation Monitoring Committee

24.01 Entitlement First Nation not responsible for costs

(1) The reasonable costs of the Implementation Monitoring Committee shall be addressed in accordance with Article 24 of the Framework Agreement.

(2) The Entitlement First Nation shall not be responsible for any costs of the Implementation Monitoring Committee.

PART V: RELEASE AND INDEMNITY

25. Release in favour of Canada by Entitlement First Nation

25.01 Release to Canada

In consideration of this Treaty Entitlement Agreement, the Entitlement First Nation, on its own behalf, and on behalf of all past, present and future Members of the Entitlement First Nation, any Predecessor Band, all past, present and future Members of any Predecessor Band and on behalf of their respective heirs, successors, administrators and assigns does hereby:

(a) release to Canada all claims, rights, title and interest the Entitlement First Nation or any Predecessor Band ever had, now has or may hereafter have by reason of or in any way arising out of the Per Capita Provision; and

(b) release and forever discharge Canada, Her servants, agents and successors from:

(i) all obligations imposed on, and promises and undertakings made by, Canada relating to land entitlement under the Per Capita Provision;

(ii) without limiting the generality of Paragraph (a), all other claims of any kind or nature whatsoever against Canada under or pursuant to the Per Capita Provision based on membership of or in any Predecessor Band, the Entitlement First Nation or any other successor to the Predecessor Band including past, present or future Members of any Predecessor Band or the Entitlement First Nation;

(iii) without limiting the generality of Paragraph (a), all other claims of any kind or nature whatsoever against Canada under or pursuant to the Per Capita Provision based on the amount of land set apart by Canada as Reserve for any Predecessor Band or the Entitlement First Nation;

(iv) all claims of any kind or nature whatsoever related to or arising from Canada not being able, due to land becoming occupied, to request Manitoba to set aside out of the unoccupied crown lands transferred to the administration and control of Manitoba under the *Manitoba Natural Resources Transfer Act* such areas of land as necessary to enable Canada to fulfill its obligations under the Per Capita Provision;

(v) all claims of any kind or nature whatsoever related to or arising from the existence of any Third Party Interest in land Selected or Acquired and set apart as Reserve pursuant to this Treaty Entitlement Agreement;

(vi) all claims of any kind or nature whatsoever the Entitlement First Nation or any Predecessor Band (or any Member of the Entitlement First Nation or any Predecessor Band) has had, has now or may hereafter have relating to or arising from the fact that the Entitlement First Nation or any Predecessor Band or any Member thereof did not receive or have use and benefit of the land to which the Entitlement First Nation, the Predecessor Band or any Members thereof were entitled under the Per Capita Provision including, without limitation, all claims for damage of any kind or nature whatsoever alleged to have been suffered by the Entitlement First Nation, any Predecessor Band or any Members thereof as a result;

(vii) all obligations or liability, whether fiduciary or otherwise, and all claims of any kind or nature whatsoever relating to or arising from:

A. Canada executing the Trust Agreement, settling the Trust for the benefit of the Entitlement First Nation and paying the Federal Payment and the Land Acquisition Payment to the Trust;

B. the deposit, use, management or administration of, and any other dealing with respect to the "trust property", as defined in the Trust Agreement, including without limitation the Federal Payment and Land Acquisition Payment ;

C. the use, management, administration or operation of or any other dealing with respect to all accounts established by the Trustees;

D. any actions, inactions, malfeasance or negligence of the Trustees;

E. the deposit, use, management or administration of, or any other dealing with respect to the contributions paid or loans made by Canada to the TLE Committee for the purpose of negotiating the Framework Agreement and this Treaty Entitlement Agreement, assisting in the completion of the

Community Approval Process, removing, discharging or accommodating Third Party Interests and implementing the Framework Agreement and this Treaty Entitlement Agreement; and

F. any actions, inactions, malfeasance or negligence of the TLE Committee, its officers, employees or agents with respect to the use of the funds referred to in Clause E;

(viii) all claims for or in respect of expenses incurred by the Entitlement First Nation or the Trustees:

A. associated with the Land Selection Study undertaken by the Entitlement First Nation and the approval of a Selection or Acquisition by the Entitlement First Nation, the Members of the Entitlement First Nation, its Council or the Trustees;

B. in relation to or arising out of the Selection or Acquisition of land by the Entitlement First Nation including, without limitation, the purchase price paid or payable to the vendor of land, real estate agent or broker commissions, legal fees and disbursements, applicable taxes and land search and transfer costs;

C. associated with discharging, replacing or accommodating Third Party Interests;

D. associated with the implementation of this Treaty Entitlement Agreement including all costs incurred by the Entitlement First Nation in completing the Community Approval Process, in executing and delivering this Treaty Entitlement Agreement and carrying out its obligations under this Treaty Entitlement Agreement; and

E. except as otherwise expressly provided for in Section 35.07 and Subsection 35.08(2) of the Framework Agreement, associated with the resolution of any issue or matter in dispute under this Treaty Entitlement Agreement;

(ix) all claims of any kind or nature whatsoever in the event:

A. the Land Acquisition Payment does not provide the Entitlement First Nation with sufficient funds to Acquire its

Other Land Amount and for the costs associated with the Acquisition of that amount of land;

B. the amount contributed by Canada towards the satisfaction of Third Party Interests does not prove sufficient to discharge, replace or accommodate any or all Third Party Interests that may affect land the Entitlement First Nation Selects or Acquires; or

C. the amount contributed by Canada towards the satisfaction of costs associated with the implementation of this Treaty Entitlement Agreement or the Framework Agreement does not prove sufficient for that purpose;

(x) all claims of any kind or nature whatsoever in respect of any losses, damages or expenses of any kind or nature (direct or indirect) howsoever incurred by the Entitlement First Nation or the Trustees as a result of or in any way arising from any delay or failure by Canada to set a particular parcel of land apart as Reserve for the Entitlement First Nation either within any certain period of time or at all, provided that nothing in this Subparagraph shall in any manner diminish, absolve or otherwise affect:

A. Canada's undertaking in Section 8.01 of the Framework Agreement to proceed with due diligence and use its best efforts to set apart as Reserve land Selected or Acquired by the Entitlement First Nation; or

B. any other obligation or undertaking of Canada under this Treaty Entitlement Agreement;

(xi) all claims of any kind or nature whatsoever in the event the Entitlement First Nation desires to Acquire land under the administration and control of Canada and:

A. Canada declines to make that land available to the Entitlement First Nation, provided, in the case of Surplus Federal Land, Canada meets its obligations under Section 3.10 of the Framework Agreement;

B. Canada agrees to make that land available but the Entitlement First Nation and Canada cannot or do not agree on the fair market value of that land; or

C. in the case of Surplus Federal Land, the Entitlement First Nation, any Person on behalf of the Entitlement First Nation (including the Trustees) or the TLE Committee fail to meet their respective obligations with respect to pursuing the Acquisition of such land provided Canada has met its obligations under Section 3.10 of the Framework Agreement;

(xii) all claims for or in respect of all costs, legal fees and disbursements, travel and expenses expended or incurred by the Entitlement First Nation, the Trustees or their representatives (including the TLE Committee) in relation to the negotiation, approval, execution and implementation of the Framework Agreement, this Treaty Entitlement Agreement and the Trust Agreement;

(xiii) all obligations or liability, whether fiduciary or otherwise, and all claims of any kind or nature whatsoever relating to or arising from the Community Approval Process; and

(xiv) all claims of any kind or nature whatsoever arising out of or relating to any letter or letters or written or oral statements made by Canada to the Entitlement First Nation or its agents validating, accepting or acknowledging any claim of the Entitlement First Nation to land entitlement under the Per Capita Provision to the extent such claims are expressly released in this Article.

25.02 Other Matters Unaffected

(1) For greater certainty, Section 25.01 shall not release or waive, nor be construed as releasing or in any way waiving or otherwise affecting, any rights, actions, causes of action, claims, demands, damages, costs, expenses, liability, or entitlement, promises, undertakings or grievances of any nature or kind whatsoever the Entitlement First Nation, any Predecessor Band or any past, present or future Member of the Entitlement First Nation or any Predecessor Band may have against Canada arising from any oral promises, assurances, undertakings, explanations, representations or inducements of any kind or nature whatsoever made or offered by Canada, its agents, servants or representatives to the Entitlement First Nation or any Predecessor Band to enter into Treaty, and without limiting the generality of the foregoing, includes:

(a) variations in the amount of land entitlement provided under Treaties No. 1, 3, 4, 5, 6 and 10; and

(b) additional land entitlement based upon a growth of population of the Entitlement First Nation, as evidenced by, but not limited to, the record of a verbal exchange between the Lieutenant Governor of Manitoba, Adams Archibald, and an individual named Wa-sus-koo-koon during the negotiations leading up to the signing of Treaty No. 1, reported in The Manitoban on August 5, 1871, as follows:

"Wa-sus-koo-koon -

'I understand thoroughly that every 20 people get a mile square; but if an Indian with a family of five, settles down, he may have more children. Where is their land?'

His Excellency -

'Whenever his children get more numerous than they are now, they will be provided for further West. Whenever the reserves are found too small the Government will sell the land, and give the Indians land elsewhere.'"

(2) Canada expressly denies the existence of or validity of any of the rights, claims, grievances or other legal rights of the Entitlement First Nation described in Subsection (1).

25.03 Right of Setoff by Canada Regarding Other Matters Unaffected

In the event the Entitlement First Nation advances any claim based on any matter described in Subsection 25.02(1), Canada shall be entitled to set off from any amount which may be agreed, determined or adjudged to be owing or payable to the Entitlement First Nation in respect of that matter (whether expressed as entitlement to land or money in lieu of or in addition to entitlement to land):

(a) the amount of land set apart as Reserve by Canada for the Entitlement First Nation prior to the date this Treaty Entitlement Agreement comes into force;

(b) the amount of the Federal Payment and the Land Acquisition Payment, to the extent the Entitlement First Nation has not used the Land Acquisition Payment to Acquire Other Land; and

(c) the Crown Land Amount and the Other Land Amount to the extent the Entitlement First Nation has Selected Crown Land and Acquired Other Land and that land has been set apart as Reserve by Canada

to the extent only that it is agreed, determined or adjudged that the claim would otherwise result in the Entitlement First Nation being compensated for the claim (or any portion thereof) more than once having regard to this Treaty Entitlement Agreement.

25.04 Effective Date of Release

The Release becomes fully effective and may be relied upon by Canada immediately upon the date of payment in full by Canada of the Federal Payment to the Trust.

25.05 Suspension of Release

(1) Subject to Subsections (2) and (3), the right of Canada to rely on the Release and Indemnity shall be suspended in the event Canada has committed an Event of Default.

(2) Upon Canada remedying an Event of Default referred to in Subsection (1), Canada shall again be entitled to rely upon the Release and Indemnity, subject to Subsection (4).

(3) For the purposes of Subsection (2), where the Event of Default is as described in Paragraph 36.02(b) of the Framework Agreement, Canada shall be deemed not to have remedied that Event of Default unless and until the Implementation Monitoring Committee or an Adjudicator in binding arbitration has determined that Canada has taken reasonable steps to remedy the default.

(4) In the event Canada has committed an Event of Default and that Event of Default continues for a period of 180 days, the Entitlement First Nation shall be entitled to request a declaration before a court of competent jurisdiction that the Release and Indemnity is void or ineffective in whole or in part and that Canada is barred from relying on the Release and Indemnity.

(5) In the event Canada breaches any of its obligations under this Treaty Entitlement Agreement, other than its obligation to make any payment or contribution under Part IV of the Framework Agreement when due (except as provided in that Part), the Entitlement First Nation:

(a) may refer the issue or matter in dispute to the Implementation Monitoring Committee; and

(b) subject to Subsection (4), shall have no right to and shall not assert in any manner or in any forum (including, without limitation, seeking a declaration before any court of competent jurisdiction) that the Release and Indemnity are void or ineffective, whether in whole or in part, or that Canada is in any way barred from relying upon the Release and Indemnity.

25.06 No Claims and Rights of Action by Entitlement First Nation

The Entitlement First Nation, on its own behalf, on behalf of any Predecessor Band and on behalf of all past, present and future Members of any Predecessor Band and of the Entitlement First Nation and their heirs, successors, administrators and assigns hereby:

(a) subject to Section 25.05(4), agrees not to assert any cause of action, action or a declaration, claim or demand of any kind or nature whatsoever in respect of any of the matters released in Section 25.01; and

(b) agrees not to assert any cause of action, action for a declaration, claim or demand whatsoever against any servant, employee or agent of Canada who has participated or assisted in the negotiation of this Treaty Entitlement Agreement or the Framework Agreement.

26. Indemnity in Favour of Canada from Entitlement First Nation

26.01 Indemnity in Favour of Canada

The Entitlement First Nation hereby agrees to indemnify and forever save harmless Canada from all claims, liabilities and demands, initiated, brought or incurred by or on behalf of the Entitlement First Nation or any Predecessor Band, the Council of the Entitlement First Nation, the Trustees or any Member of the Entitlement First Nation, including any successors or assigns of the Entitlement First Nation, any Predecessor Band, the Trustees or any Members of the Entitlement First Nation or any Predecessor Band after the date this Treaty Entitlement Agreement comes into force against Canada in respect of any or all of the matters in respect of which the Entitlement First Nation has released Canada under the Release, provided that in the case of any legal proceedings commenced by a Member of the Entitlement First Nation or any Predecessor Band (other than a Trustee acting in that capacity) in respect of any claims, liabilities or demands alleged to have been made or incurred by or on behalf of

the Entitlement First Nation or any Predecessor Band, the Council of the Entitlement First Nation, the Trustees or any Member of the Entitlement First Nation, including any successors or assigns of the Entitlement First Nation, any Predecessor Band, the Trustees or any Members of the Entitlement First Nation or any Predecessor Band, the decision to commence those legal proceedings has been endorsed by the Eligible Members in a community vote or by a Council Resolution.

26.02 Recovery of Judgment by Canada

If Canada, its successors or assigns should be held liable as a result of a judgment obtained in any proceedings of the type described in Section 26.01, Canada may have recourse to subsection 4(2) of the *Indian Act* for the purpose of declaring section 89 of that act inapplicable to the Entitlement First Nation that and to the extent Canada may recover from the Entitlement First Nation any judgment against Canada to satisfy the Indemnity.

27. Release and Indemnity to Manitoba by Canada

27.01 Release and Indemnity

Canada has released and forever discharged, and agreed to indemnify, Manitoba, Her servants and successors from and against any and all claims, liabilities and demands relating to the obligations of Manitoba arising out of paragraph 11 of the "Manitoba Natural Resources Transfer Agreement" for Manitoba to provide to Canada unoccupied Crown land to enable Canada to fulfill Canada's obligations under the Per Capita Provision in the manner and to the extent provided in and subject to Article 27 of the Framework Agreement.

PART VI: IMPLEMENTATION

28. Matters relating to Implementation

28.01 Conditions Precedent to Execution Satisfied

The parties confirm that all conditions precedent set out in Section 30.02 of the Framework Agreement to the execution of this Treaty Entitlement Agreement by the parties have been satisfied, as evidenced in part in Attachments "B" to "I" inclusive.

28.02 Warranties by Entitlement First Nation

The Entitlement First Nation warrants that:

(a) during the Community Approval Process, it ensured that its Eligible Members were provided with a full explanation of the land entitlement of the Entitlement First Nation under the Per Capita Provision and the provisions and purpose of the Framework Agreement, this Treaty Entitlement Agreement and the Trust Agreement prior to voting on the ballot question;

(b) this Treaty Entitlement Agreement and the Trust Agreement have been approved by the Eligible Members in accordance with the Community Approval Process;

(c) the Council has been authorized to execute this Treaty Entitlement Agreement by a Council Resolution;

(d) there are no actions or proceedings outstanding against the Entitlement First Nation seeking orders or judgments of any kind from any court to prohibit the Entitlement First Nation from executing this Treaty Entitlement Agreement nor are there any existing orders or judgments to that effect;

(e) the execution and delivery of this Treaty Entitlement Agreement and the compliance with its provisions will not conflict with or breach any provision of any other agreement to which the Entitlement First Nation is now a party;

(f) the Initial Trustees have been appointed in accordance with Section 8.02 of the Trust Agreement; and

(g) the Entitlement First Nation has subscribed for limited partnership units in TLEC Limited Partnership equal in number to the number of acres that is the Total Land Amount.

28.03 Implementation of this Treaty Entitlement Agreement

(1) This Treaty Entitlement Agreement will be implemented in accordance with Part VI of the Framework Agreement.

(2) Without limiting the generality of Subsection (1), the Entitlement First Nation will:

(a) have the responsibility for the Selection and Acquisition of up to the Total Land Amount and for the performance of its obligations under this Treaty Entitlement Agreement;

(b) use its best efforts in discharging its obligations under this Treaty Entitlement Agreement; and

(c) be responsible, in the event the TLE Committee is unable to perform its duties or meet its responsibilities under the Framework Agreement, for the discharge of those duties and responsibilities as they relate to the Entitlement First Nation.

(3) Further without limiting the generality of Subsection (1):

(a) issues or matters in dispute arising during the implementation of this Treaty Entitlement Agreement shall be resolved;

(b) allegations of a material failure by a party to comply with a fundamental term of this Treaty Entitlement Agreement shall be made; and

(c) Events of Default shall be dealt with

in accordance with in Articles 34 to 36 inclusive of the Framework Agreement.

PART VII: GENERAL PROVISIONS

29. Miscellaneous Matters dealt with

29.01 Effective date of Treaty Entitlement Agreement

This Treaty Entitlement Agreement comes into force on the date it is executed by the parties.

29.02 Relationship to Framework Agreement

(1) The Framework Agreement forms part of and is attached as Attachment "J" to this Treaty Entitlement Agreement.

(2) The Entitlement First Nation is entitled to the benefits and assumes the obligations of an "entitlement first nation" as defined in the Framework Agreement.

29.03 Entire Agreement

This Treaty Entitlement Agreement constitutes the entire agreement among the parties and shall, upon execution, replace and supersede all other agreements among the parties, whether oral or in writing relating to:

(a) the fulfilment of Canada's obligation to lay aside and reserve tracts of land under the Per Capita Provision for the Entitlement First Nation or its Predecessor Band in the manner and to the extent herein provided; and

(b) Manitoba's obligations arising out of paragraph 11 of the MNRTA to provide Canada with unoccupied Crown land to permit Canada to satisfy its obligation under the Per Capita Provision to the Entitlement First Nation in the manner and to the extent herein provided

and there are no undertakings, representations or promises express or implied, other than those expressly set out in this Treaty Entitlement Agreement among the parties relating to the matters described in Paragraphs (a) and (b).

29.04 Enurement

This Treaty Entitlement Agreement enures to the benefit of and is binding upon the TLE Committee, Canada, Manitoba and the Entitlement First Nation, any Predecessor Band, their heirs, successors and on all past, present, and future Members of the Entitlement First Nation and any Predecessor Band.

29.05 No Presumption

There shall not be any presumption that doubtful expressions in this Treaty Entitlement Agreement be resolved in favour of any party.

29.06 No New Treaty Rights Created

This Treaty Entitlement Agreement is not a treaty and does not create any new treaty rights for the Entitlement First Nation within the meaning of subsection 35(1) of the *Constitution Act, 1982.*

29.07 No effect on existing rights

(1) Except as to matters dealt with in Section 25.01, this Treaty Entitlement Agreement shall not be construed so as to abrogate or derogate from any existing aboriginal or treaty right of the Entitlement First Nation or any Member of the Entitlement First Nation.

(2) Except as to matters dealt with in Section 25.01, this Treaty Entitlement Agreement shall not be construed so as to abrogate or derogate from the application of subsection 35(1) of the *Constitution Act, 1982* to any aboriginal or treaty right of the Entitlement First Nation or any Member of the Entitlement First Nation that may accrue after the date this Treaty Entitlement Agreement comes into force.

(3) Any provision of this Treaty Entitlement Agreement which is found by a court of competent jurisdiction to be invalid or void as being inconsistent with the recognition and affirmation of any existing aboriginal or treaty right within the meaning of subsection 35(1) of the *Constitution Act, 1982* or any such right that may accrue after the date this Treaty Entitlement Agreement comes into force to the Entitlement First Nation or its Members shall, to the extent of that inconsistency, be dealt with in accordance with Section 40.02 of the Framework Agreement.

29.08 No effect on existing or future programs

(1) Nothing in this Treaty Entitlement Agreement shall affect the ability of the Entitlement First Nation to have access to programs and services offered by Canada and Manitoba on the same basis as other First Nations in Canada in accordance with the laws and policies established from time to time for those programs and services.

(2) For greater certainty, neither the amount of the Federal Payment, nor the income from the Federal Payment, shall be factored into or considered in any negative manner in the determination of any amount of funding for any programs or services of Canada or Manitoba for which the Entitlement First Nation qualifies under the criteria for those programs or services.

(3) The Entitlement First Nation may make application for programs and services offered by Canada and Manitoba in accordance with the normal practices of Canada or Manitoba and shall not be entitled to any preferential treatment solely as a result of the Entitlement First Nation having executed this Treaty Entitlement Agreement.

(4) Nothing in this Treaty Entitlement Agreement creates any financial obligations of Canada towards the Entitlement First Nation, except:

(a) as provided in Part IV; or

(b) as may be otherwise required by law

as a result of the Entitlement First Nation executing this Treaty Entitlement Agreement or Canada setting land apart as Reserve for the Entitlement First Nation in accordance with this Treaty Entitlement Agreement.

29.09 No Benefit

No member of:

(a) the House of Commons or Senate of Canada; or

(b) the Legislative Assembly of Manitoba

shall be admitted to any share or part of this Treaty Entitlement Agreement or to any benefit which may arise out of this Agreement not enjoyed by any other Member of the Entitlement First Nation in the event he or she is a Member.

29.10 Payments Subject to Appropriations

Despite any other provision of this Treaty Entitlement Agreement, any obligation on the part of Canada to make any payment of money is subject to the appropriation of sufficient funds from Parliament.

29.11 No Agency

This Treaty Entitlement Agreement does not create the relationship of employee and employer or principal and agent between Canada or Manitoba and the TLE Committee or any Entitlement First Nation or between Canada and Manitoba and any of the employees or agents of the TLE Committee or any Entitlement First Nation.

29.12 Notices

(1) The address for delivery of any notice or other written communication required or permitted to be given in accordance with this Treaty Entitlement Agreement to the Entitlement First Nation, including any notice advising the Entitlement First Nation of any change of address, will be as follows:

OPASKWAYAK CREE NATION
P.O. Box 1000, Otineka Mall
The Pas, Manitoba
R9A 1L1
Fax: (204) 623-5263

(2) The address for delivery of any notice or other written communication required or permitted to be given in accordance with this Treaty Entitlement Agreement to any of the other parties shall be as set out in Subsection 40.05(1) of the Framework Agreement.

29.13 Effect of Amalgamation and Creation of New First Nation

Where:

(a) the Entitlement First Nation is amalgamated with another First Nation in accordance with paragraph 17(1)(a) of the *Indian Act*; or

(b) a new First Nation is established from the Entitlement First Nation or any part thereof in accordance with paragraph 17(1)(b) of the *Indian Act*

the parties shall proceed in accordance with Section 40.20 of the Framework Agreement.

29.14 Inconsistencies with Framework Agreement

In the event of an inconsistency between a provision of this Treaty Entitlement Agreement and a provision of the Framework Agreement, the provision of the Framework Agreement shall prevail to the extent of the inconsistency.

PART VII: ATTACHMENTS

30. Attachments to this Treaty Entitlement Agreement

30.01 Attachments form part of Treaty Entitlement Agreement

The following Attachments are attached to and form part of this Treaty Entitlement Agreement:

"A" Map identifying Community Interest Zone

"B" Certificate of Vote (Process Officer)

"C" Certificate of Vote (Member of Council)

"D" Letter from Eligible Financial Institution regarding establishment of Capital Account and Land Acquisition Account

"E" Certificate of Independent Legal Advice (for Entitlement First Nation)

"F" Certificate of Independent Legal Advice (for the Trustees)

"G" Certificate of Independent Financial Advice (for the Trustees)

"H" Council Resolution authorising the execution of this Treaty Entitlement Agreement and the Trust Agreement

"I" Resolution of the Trustees authorising the execution of the Trust Agreement

"J" Framework Agreement.

IN WITNESS WHEREOF the parties have executed this Treaty Entitlement Agreement this 22nd day of January, 1999 by their respective officers.

OPASKWAYAK CREE NATION
as represented by its Council

Chief

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Witness (as to all)

Councillor

Councillor

Councillor

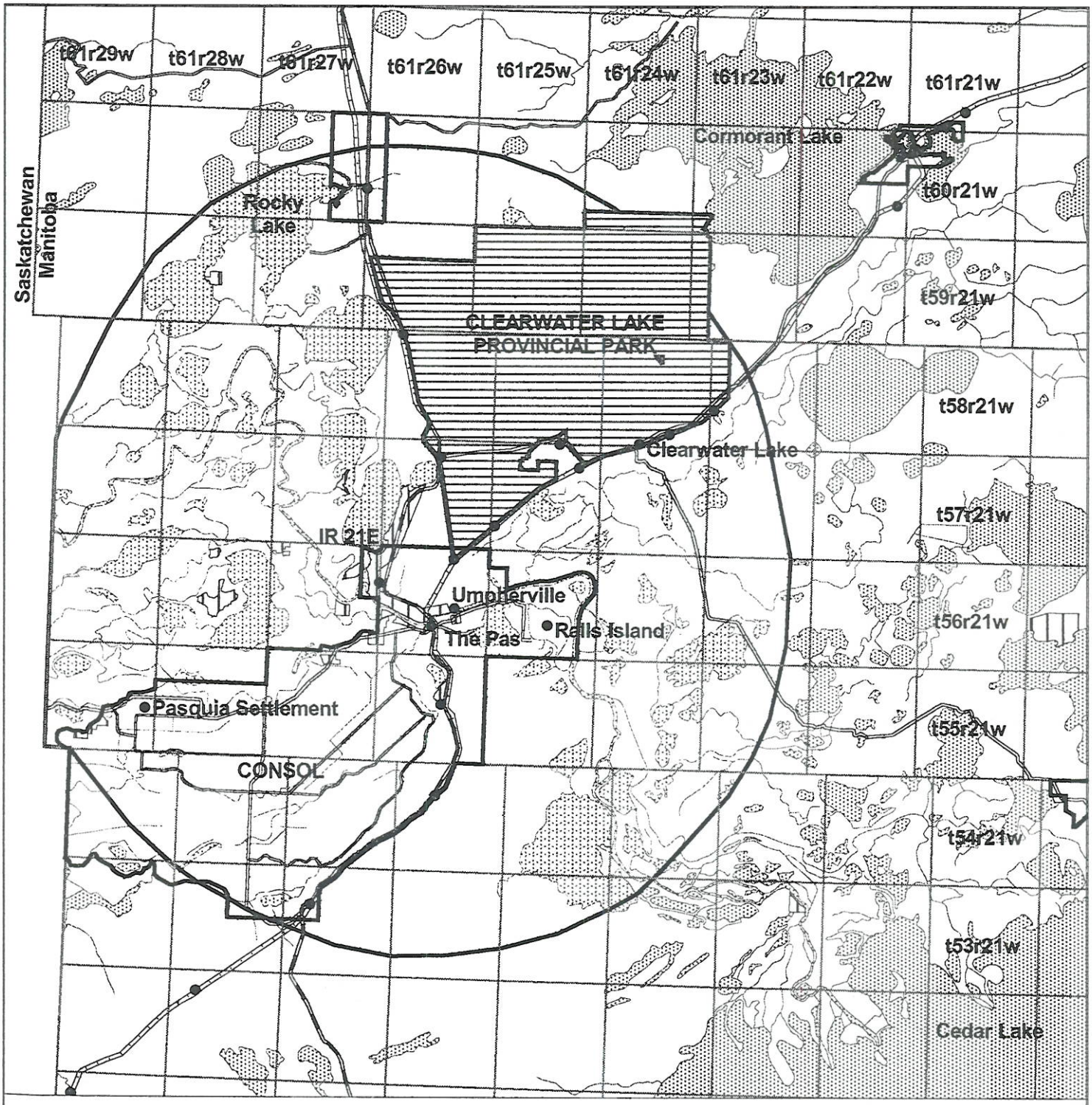
Councillor

Councillor

TREATY LAND ENTITLEMENT COMMITTEE OF MANITOBA INC.
as general partner on behalf of **TLEC LIMITED PARTNERSHIP**

HER MAJESTY THE QUEEN
IN RIGHT OF CANADA

HER MAJESTY THE QUEEN
IN RIGHT OF MANITOBA



Legend

- *Community Interest Zone**
- *Parks*
- *Municipal Boundaries*
- *Other Highways*
- *Provincial Roads*
- *Provincial Trunk Highways*
- *Railways*
- *Indian Reserves*
- *Township Index*

Opaskwayak Cree Nation

*Community Interest Zone**

Scale: 1:500000

** Note:*
Refer to the attached schedule for the list of lands reserved for Community Interest Zone purposes. Map is for illustrative purposes only.

N
W E
S

Manitoba
Natural Resources
Lands Branch

The Community Interest Zone of Opaskwayak Cree Nation is described as follows:

Twp: 53 Rge: 24 WPM
Sections: 30, 31 & 32

Twp: 53 Rge: 25 WPM
Sections: 7, 8, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 & 36

Twp: 53 Rge: 26 WPM
Sections: 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 & 36

Twp: 53 Rge: 27 WPM
Sections: 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 & 36

Twp: 53 Rge: 28 WPM
Sections: 13, 14, 21, 22, 23, 24, 25, 26, 27, 28, 29, 31, 32, 33, 34, 35 & 36

Twp: 53 Rge: 29 WPM
Sections: 36

Twp: 54 Rge: 23 WPM
Sections: 19, 30, 31 & 32

Twp: 54 Rge: 24 WPM
Sections: 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 & 36

Twp: 54 Rge: 25 WPM
Sections: ALL

Twp: 54 Rge: 26 WPM
Sections: ALL

Twp: 54 Rge: 27 WPM
Sections: ALL

Twp: 54 Rge: 28 WPM
Sections: ALL

Twp: 54 Rge: 29 WPM
Sections: 1, 2, 10, 11, 12, 13, 14, 15, 16, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 & 36

Twp: 55 Rge: 23 WPM
Sections: 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30, 31, 32, 33, 34 & 35

Twp: 55 Rge: 24 WPM
Sections: ALL

Twp: 55 Rge: 25 WPM
Sections: ALL

Twp: 55 Rge: 26 WPM
Sections: ALL

Twp: 55 Rge: 27 WPM
Sections: ALL

Twp: 55 Rge: 28 WPM
Sections: ALL

Twp: 55 Rge: 29 WPM
Sections: ALL

Twp: 56 Rge: 23 WPM
Sections: 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30, 31, 32, 33, 34 & 35

Twp: 56 Rge: 24 WPM
Sections: ALL

Twp: 56 Rge: 25 WPM
Sections: ALL

Twp: 56 Rge: 26 WPM
Sections: ALL

Twp: 56 Rge: 27 WPM
Sections: ALL

Twp: 56 Rge: 28 WPM
Sections: ALL

Twp: 56 Rge: 29 WPM
Sections: ALL

Twp: 57 Rge: 23 WPM
Sections: 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 27, 28, 29, 30, 31, 32, 33 & 34

Twp: 57 Rge: 24 WPM
Sections: ALL

Twp: 57 Rge: 25 WPM
Sections: ALL

Twp: 57 Rge: 26 WPM
Sections: ALL

Twp: 57 Rge: 27 WPM
Sections: ALL

Twp: 57 Rge: 28 WPM
Sections: ALL

Twp: 57 Rge: 29 WPM
Sections: ALL

Twp: 58 Rge: 23 WPM
Sections: 3, 4, 5, 6, 7, 8, 9, 16, 17, 18, 19, 20, 21, 28, 29, 30, 31 & 32

Twp: 58 Rge: 24 WPM
Sections: ALL

Twp: 58 Rge: 25 WPM
Sections: ALL

Twp: 58 Rge: 26 WPM
Sections: ALL

Twp: 58 Rge: 27 WPM
Sections: ALL

Twp: 58 Rge: 28 WPM
Sections: ALL

Twp: 58 Rge: 29 WPM
Sections: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 33, 34, 35 & 36

Twp: 59 Rge: 23 WPM
Sections: 4, 5, 6, 7, 8, 17 & 18

Twp: 59 Rge: 24 WPM
Sections: ALL

Twp: 59 Rge: 25 WPM
Sections: ALL

Twp: 59 Rge: 26 WPM
Sections: ALL

Twp: 59 Rge: 27 WPM
Sections: ALL

Twp: 59 Rge: 28 WPM
Sections: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 33, 34, 35 & 36

Twp: 59 Rge: 29 WPM
Sections: 1, 2, 12 & 13

Twp: 60 Rge: 24 WPM
Sections: 3, 4, 5, 6, 7, 8, 9 & 18

Twp: 60 Rge: 25 WPM
Sections: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 & 22

Twp: 60 Rge: 26 WPM
Sections: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 & 29

Twp: 60 Rge: 27 WPM
Sections: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23 & 24

Twp: 60 Rge: 28 WPM
Sections: 1, 2, 3, 11 & 12

Community Interest Zone's are determined by plotting a 30 km radius from the nearest boundary of the Reserve of an Entitlement First Nation where the administrative office is located. The above theoretical descriptions were based on the 1:500 000 Province of Manitoba Base Map. When the plotted radius divides a section the entire section is included.

CERTIFICATION OF VOTE BY PROCESS OFFICER

CANADA)

PROVINCE OF MANITOBA))

TO WIT:)

I, Julie Wallace, Process Officer, of Winnipeg,
in the Province of Manitoba, DO SOLEMNLY DECLARE:

1. THAT I was present at Indian Reserve No. 21E on July 8, 1998, when Eligible Members of the Opaskwayak Cree Nation voted in a Vote concerning a proposed Treaty Entitlement Agreement and a proposed Trust Agreement in accordance with the Community Approval Process.

2. THAT a true copy of the Notice of Vote to the Eligible Members of the Opaskwayak Cree Nation to ratify and approve the proposed Treaty Entitlement Agreement and a proposed Trust Agreement is attached as Exhibit "1" to this my Declaration.

3. THAT I did cause the said Notice of Vote to be posted in accordance with Paragraph 4.01(a) of the Community Approval Process at least 28 days prior to the voting day.

4. THAT (I did attend) (I or an assistant appointed by me attended) every Information Meeting set out in the Notice of Vote and made reasonable efforts to ensure that minutes of each information meeting were prepared in accordance with Sections 5.03 and 5.05 of the Community Approval Process.

5. THAT the voting procedure was conducted in accordance with the Community Approval Process.

6. THAT the proposed Treaty Entitlement Agreement and proposed Trust Agreement WAS approved by the Vote, the results of which are set out in a true copy of the Statement of Vote Results attached as Exhibit "2" to this my Declaration.

AND I make this solemn declaration conscientiously and believing it to be true and knowing it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act.*

DECLARED before me at the
TOWN of THE PAS,
in the Province of Manitoba this
8th day of
JULY, 1998.

Process Officer

~~My Commission expires:~~

CANADA LANDS SURVEYOR

NOTICE OF VOTE

TO: THE MEMBERS OF THE OPASKWAYAK CREE NATION

NOTICE OF VOTE

TAKE NOTICE that as a majority of the Eligible Members did not vote in the Vote held May 19, 1998, a second vote of the Eligible members (as hereinafter described) of the Opaskwayak Cree Nation will be held on July 8, 1998, at Indian Reserve No. 21E between the hours of 9:00 a.m. and 8:00 p.m. for the purpose of determining if the Eligible Members approve and assent to:

1. **A proposed agreement among the Opaskwayak Cree Nation ("the Entitlement First Nation"), Treaty Land Entitlement Committee of Manitoba Inc., as general partner on behalf of TLEC Limited Partnership, Her Majesty the Queen in right of Canada ("Canada") and Her Majesty the Queen in right of Manitoba pursuant to which the unfulfilled land entitlement of the Entitlement First Nation under the Per Capita Provision (as therein defined) is to be addressed and a release and indemnity on the terms therein set out provided to Canada (the "Treaty Entitlement Agreement");**

2. **A further proposed agreement (the "Trust Agreement") between Canada and the persons to be appointed as Initial Trustees pursuant to which terms for the administration and management of certain monies to be paid by Canada to the Trust established under the Trust Agreement for the benefit of the Entitlement First Nation, in accordance with the Treaty Entitlement Agreement are set out;**

3. **The Council of the Entitlement First Nation and the Initial Trustees and their successors to execute all other necessary documents to give effect to the Treaty Entitlement Agreement and the Trust Agreement.**

YOU ARE ENTITLED TO RECEIVE A COPY OF THE TREATY ENTITLEMENT AGREEMENT AND TRUST AGREEMENT IF YOU WISH. REQUESTS SHOULD BE DIRECTED TO THE COUNCIL OF THE ENTITLEMENT FIRST NATION.

This is Exhibit 1 referred to in the certificate of:
JULIE WALLACE
Sworn before me this 16th day of July A.D. 1998

A Commissioner for Oaths in and for the Province of Manitoba
CANADA LANDS SURVEYOR
My Commission expires

VOTING PROCEDURE

The Eligible Members will be asked to vote on the following question:

As a Voter of the Opaskwayak Cree Nation do you authorize and direct:

1. **The Council of the Opaskwayak Cree Nation to execute the proposed Treaty Entitlement Agreement among the Opaskwayak Cree Nation ("the Entitlement First Nation"), Treaty Land Entitlement Committee of Manitoba Inc., as general partner on behalf of TLEC Limited Partnership, Her Majesty the Queen in right of Canada ("Canada") and Her majesty the Queen in right of Manitoba pursuant to which the unfulfilled land entitlement of the Entitlement First Nation under the Per Capita Provision (as therein defined) is to be addressed and a release and indemnity on the terms therein set out provided to Canada;**

AND

2. **The persons to be appointed as Initial Trustees to execute the proposed Trust Agreement with Canada pursuant to which the terms for the administration and management of certain monies to be paid by Canada to the Trust established under the Trust Agreement for the benefit of the Entitlement First Nation (as provided for in the Treaty Entitlement Agreement) are set out;**

AND

3. **The Council of the Entitlement First Nation and the Initial Trustees and their successors to execute all other necessary documents to give effect to the Treaty Entitlement Agreement and the Trust Agreement?**

The Vote will be conducted in accordance with the Community Approval Process. The Community Approval Process forms Schedule "H"titled "Framework Agreement" which is attached to the Treaty Entitlement Agreement and marked "Attachment 'J'".

ELIGIBLE MEMBERS

All members of the Entitlement First Nation who:

(a) **appear on the Membership List maintained by the Entitlement First Nation;**

(b) **are over the age of 18 years; and**

(c) **have not been found mentally incompetent or otherwise unable to manage their own affairs by a court of competent jurisdiction;**

as of July 8, 1998 are eligible to vote.

An Eligible Member may, up to and including the Voting Day, apply to the Process Officer to have his or her name added to the List of Voters if it does not appear, provided that person can:

(a) produce adequate and current identification;

(b) provide adequate proof of age;

(c) provide evidence that he or she is registered as an "Indian" within the meaning of the *Indian Act* or has submitted an application to be so registered and such application has been approved;

(d) provide evidence that he or she is on the Membership List maintained by the Entitlement First Nation or has submitted an application to have his or her name entered on the Membership List and such application has been approved; and

(e) if required, obtain corroborating testimony from another Eligible Member who is willing to make oath in the form of a statutory declaration as to the identity of that person.

Any Eligible Member may apply to the Process Officer by no later than June 24, 1998, to have the List of Voters revised if such he or she believes that:

(a) the name of an Eligible Member has been omitted from the List of Voters; or

(b) the name of an Eligible Member is incorrectly set out or should not be included on the List of Voters.

MAIL IN BALLOTS AND ADVANCE POLLS

Eligible Members whose Ordinary Residence is off the Reserve need not be in attendance at Indian Reserve No. 21E on July 8, 1998 in order to cast their vote. These Eligible Members will be sent a Mail in Ballot package by registered mail to their last address known to the Council (or to a specified substitutional address, if their mailing address is not known) which will permit them to mail in their vote. These persons cannot be sent such a package if their whereabouts are not known and, if no substitutional address is known, will have to vote in person.

In addition, Eligible Members whose Ordinary Residence is on the Reserve but who, due to a planned absence or for medical reasons, will not be available to Vote in person on July 8, 1998, may cast their vote by mail provided they make such a request to the Process Officer (Assistant) in writing no later than July 1, 1998.

Alternatively, any Eligible Member may vote at an Advance Poll if he or she so chooses. Advance Polls will be open at the following locations and on the dates and at the times indicated:

DATE	TIME	LOCATION
	N/A	

INFORMATION MEETINGS

Information Meetings for purposes of providing an opportunity for the Entitlement First Nation Council, the Entitlement First Nation's legal counsel and financial advisor and any other persons as requested by the Council to explain the land and entitlement of the Entitlement First Nation under the Per Capita Provision (as defined in the Treaty Entitlement Agreement) and the provisions of the Treaty Entitlement Agreement and the Trust Agreement to all Eligible Members in attendance, with a view to ensuring that they are fully informed prior to casting their votes on the Ballot Question in the Vote will be held at the following dates, times, and places:

DATE	TIME	LOCATION
July 6, 1998	2 pm - 4 pm	Kikiwak Inn The Pas, Manitoba

QUESTIONS

Any questions concerning the Treaty Entitlement Agreement or the Trust Agreement should be directed to the Council of the Entitlement First Nation.

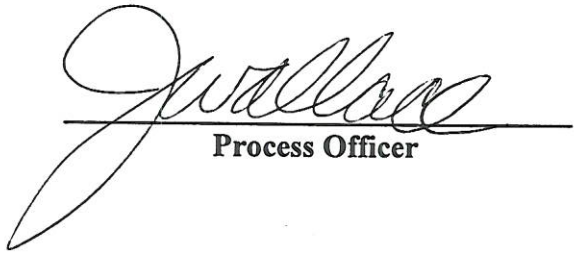
Any questions concerning the manner in which the vote is to be conducted, including requests for the revisions to the List of Voters and requests for Mail in Ballots, should be directed to the Process Officer.

PROCESS OFFICER

The Process Officer is Julie Wallace and may be reached by calling (204) 984-1048 (Collect calls will be accepted).

IN THE EVENT OF ANY DISCREPANCIES BETWEEN THE INFORMATION CONTAINED IN THIS NOTICE OF VOTE AND THE COMMUNITY APPROVAL PROCESS, THE COMMUNITY APPROVAL PROCESS SHALL GOVERN.

DATED at Winnipeg, Manitoba this 2nd Day of June, 1998.



Process Officer

STATEMENT OF VOTE RESULTS

We, the undersigned, severally state that the Eligible Members of the Opaskwayak CreeNation voted in a Vote concerning a proposed Treaty Entitlement Agreement and a proposed Trust Agreement on July 8, 1998 in accordance with the Community Approval Process and the results of this Vote were as follows:

(a) the names of 2304 Voters appeared on the List of Voters prepared by the (Assistant) Process Officer in accordance with Paragraph 3.02(a) and Article 6 of the Community Approval Process, and the number of Voters who were entitled to cast a vote on the Vote was therefore _____;

(b) 332 Ballots were cast in the Vote in accordance with the Community Approval Process, including Spoiled Ballots other than, in the case of a Ballot which was mailed or sent by facsimile transmission by a Voter who received a Mail In Ballot, Ballots that were deemed Spoiled Ballots by virtue of the Voter having voted in person at any Advance Poll or on Voting Day;

(c) 310 Voters voted "YES" in accordance with Section 11.06 of the Community Approval Process;

(d) 16 Voters voted "NO" in accordance with Section 11.06 of the Community Approval Process; and

(e) 6 Ballots were rejected as Spoiled Ballots as defined in Paragraph 1.01(u) of the Community Approval Process, in accordance with Paragraph 16.01(b) of the Community Approval Process.

We declare therefore that a majority (over 50%) of those Voters who did vote "YES" or "NO" in accordance with Section 11.06 of the Community Approval Process did vote "YES" thereby approving and authorizing the execution of the proposed Treaty Entitlement Agreement and the proposed Trust Agreement.

Dated at Opaskwayak Cree Nation, in the Province of Manitoba this 8th day of July, 1998.

Process Officer

(Chief)~~(Councillor)~~ of the Opaskwayak Cree Nation

This is Exhibit 2 referred to in the certificate of:
JULIE WALLACE
Sworn before me this 8th day of JULY, AD, 1998

~~A Commissioner for Oaths in and for the Province of Manitoba~~
CANADA LANDS SURVEYOR

My Commission expires _____

CERTIFICATION OF VOTE BY MEMBER OF COUNCIL

CANADA)

PROVINCE OF MANITOBA))

TO WIT:)

I, WILLIAM LATHLIN, ~~member~~ CHIEF of the Council of the Opaskwayak Cree Nation, in the Province of Manitoba, DO SOLEMNLY DECLARE:

1. THAT I was present at Indian Reserve No. 21E on July 8, 1998 when Eligible Members of the Opaskwayak Cree Nation voted in the Vote concerning a proposed Treaty Entitlement Agreement and a proposed Trust Agreement in accordance with the Community Approval Process.

2. THAT a true copy of the Notice of Vote to the Eligible Members to approve and ratify the proposed Treaty Entitlement Agreement and a proposed Trust Agreement is attached as Exhibit "1" to this my Declaration.

3. THAT the Process Officer did cause to be posted a Notice of Vote in accordance with Paragraph 4.01(a) of the Community Approval Process at least 28 days prior to the voting day.

4. THAT a quorum of the Council did attend every Information Meeting set out in the Notice of Vote in accordance with Sections 5.03 of the Community Approval Process.

5. THAT the proposed Treaty Entitlement Agreement and proposed Trust Agreement was approved by the Vote, the results of which are set out in a true copy of the Statement of Vote Results attached as Exhibit "2" to this my Declaration.

AND I make this solemn declaration conscientiously and believing it to be true and knowing it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act.*

DECLARED before me at the
Reserve of Opaskwayak Cree Nation,
in the Province of Manitoba this
28 day of
July, 1998.

Chief ~~Member~~ of the Council of
the Opaskwayak Cree Nation

Bernice Young
My Commission expires: 99/08/12

NOTICE OF VOTE

TO: THE MEMBERS OF THE OPASKWAYAK CREE NATION

NOTICE OF VOTE

TAKE NOTICE that as a majority of the Eligible Members did not vote in the Vote held May 19, 1998, a second vote of the Eligible members (as hereinafter described) of the Opaskwayak Cree Nation will be held on July 8, 1998, at Indian Reserve No. 21E between the hours of 9:00 a.m. and 8:00 p.m. for the purpose of determining if the Eligible Members approve and assent to:

1. **A proposed agreement among the Opaskwayak Cree Nation ("the Entitlement First Nation"), Treaty Land Entitlement Committee of Manitoba Inc., as general partner on behalf of TLEC Limited Partnership, Her Majesty the Queen in right of Canada ("Canada") and Her Majesty the Queen in right of Manitoba pursuant to which the unfulfilled land entitlement of the Entitlement First Nation under the Per Capita Provision (as therein defined) is to be addressed and a release and indemnity on the terms therein set out provided to Canada (the "Treaty Entitlement Agreement");**

2. **A further proposed agreement (the "Trust Agreement") between Canada and the persons to be appointed as Initial Trustees pursuant to which terms for the administration and management of certain monies to be paid by Canada to the Trust established under the Trust Agreement for the benefit of the Entitlement First Nation, in accordance with the Treaty Entitlement Agreement are set out;**

3. **The Council of the Entitlement First Nation and the Initial Trustees and their successors to execute all other necessary documents to give effect to the Treaty Entitlement Agreement and the Trust Agreement.**

YOU ARE ENTITLED TO RECEIVE A COPY OF THE TREATY ENTITLEMENT AGREEMENT AND TRUST AGREEMENT IF YOU WISH. REQUESTS SHOULD BE DIRECTED TO THE COUNCIL OF THE ENTITLEMENT FIRST NATION.

This is Exhibit 1 referred to in the certificate of:
WILLIAM LATHLIN
Sworn before me this 28 day of July, AD, 1998
Bernice Young
A Commissioner for Oaths in and for the Province of Manitoba
My Commission expires 99/08/12

VOTING PROCEDURE

The Eligible Members will be asked to vote on the following question:

As a Voter of the Opaskwayak Cree Nation do you authorize and direct:

1. **The Council of the Opaskwayak Cree Nation to execute the proposed Treaty Entitlement Agreement among the Opaskwayak Cree Nation ("the Entitlement First Nation"), Treaty Land Entitlement Committee of Manitoba Inc., as general partner on behalf of TLEC Limited Partnership, Her Majesty the Queen in right of Canada ("Canada") and Her majesty the Queen in right of Manitoba pursuant to which the unfulfilled land entitlement of the Entitlement First Nation under the Per Capita Provision (as therein defined) is to be addressed and a release and indemnity on the terms therein set out provided to Canada;**

AND

2. **The persons to be appointed as Initial Trustees to execute the proposed Trust Agreement with Canada pursuant to which the terms for the administration and management of certain monies to be paid by Canada to the Trust established under the Trust Agreement for the benefit of the Entitlement First Nation (as provided for in the Treaty Entitlement Agreement) are set out;**

AND

3. **The Council of the Entitlement First Nation and the Initial Trustees and their successors to execute all other necessary documents to give effect to the Treaty Entitlement Agreement and the Trust Agreement?**

The Vote will be conducted in accordance with the Community Approval Process. The Community Approval Process forms Schedule "H"titled "Framework Agreement" which is attached to the Treaty Entitlement Agreement and marked "Attachment 'J'".

ELIGIBLE MEMBERS

All members of the Entitlement First Nation who:

(a) **appear on the Membership List maintained by the Entitlement First Nation;**

(b) **are over the age of 18 years; and**

(c) **have not been found mentally incompetent or otherwise unable to manage their own affairs by a court of competent jurisdiction;**

as of July 8, 1998 are eligible to vote.

An Eligible Member may, up to and including the Voting Day, apply to the Process Officer to have his or her name added to the List of Voters if it does not appear, provided that person can:

(a) produce adequate and current identification;

(b) provide adequate proof of age;

(c) provide evidence that he or she is registered as an "Indian" within the meaning of the *Indian Act* or has submitted an application to be so registered and such application has been approved;

(d) provide evidence that he or she is on the Membership List maintained by the Entitlement First Nation or has submitted an application to have his or her name entered on the Membership List and such application has been approved; and

(e) if required, obtain corroborating testimony from another Eligible Member who is willing to make oath in the form of a statutory declaration as to the identity of that person.

Any Eligible Member may apply to the Process Officer by no later than June 24, 1998, to have the List of Voters revised if such he or she believes that:

(a) the name of an Eligible Member has been omitted from the List of Voters; or

(b) the name of an Eligible Member is incorrectly set out or should not be included on the List of Voters.

MAIL IN BALLOTS AND ADVANCE POLLS

Eligible Members whose Ordinary Residence is off the Reserve need not be in attendance at Indian Reserve No. 21E on July 8, 1998 in order to cast their vote. These Eligible Members will be sent a Mail in Ballot package by registered mail to their last address known to the Council (or to a specified substitutional address, if their mailing address is not known) which will permit them to mail in their vote. These persons cannot be sent such a package if their whereabouts are not known and, if no substitutional address is known, will have to vote in person.

In addition, Eligible Members whose Ordinary Residence is on the Reserve but who, due to a planned absence or for medical reasons, will not be available to Vote in person on July 8, 1998, may cast their vote by mail provided they make such a request to the Process Officer (Assistant) in writing no later than July 1, 1998.

Alternatively, any Eligible Member may vote at an Advance Poll if he or she so chooses. Advance Polls will be open at the following locations and on the dates and at the times indicated:

DATE	TIME	LOCATION
	N/A	

INFORMATION MEETINGS

Information Meetings for purposes of providing an opportunity for the Entitlement First Nation Council, the Entitlement First Nation's legal counsel and financial advisor and any other persons as requested by the Council to explain the land and entitlement of the Entitlement First Nation under the Per Capita Provision (as defined in the Treaty Entitlement Agreement) and the provisions of the Treaty Entitlement Agreement and the Trust Agreement to all Eligible Members in attendance, with a view to ensuring that they are fully informed prior to casting their votes on the Ballot Question in the Vote will be held at the following dates, times, and places:

DATE	TIME	LOCATION
July 6, 1998	2 pm - 4 pm	Kikiwak Inn The Pas, Manitoba

QUESTIONS

Any questions concerning the Treaty Entitlement Agreement or the Trust Agreement should be directed to the Council of the Entitlement First Nation.

Any questions concerning the manner in which the vote is to be conducted, including requests for the revisions to the List of Voters and requests for Mail in Ballots, should be directed to the Process Officer.

PROCESS OFFICER

The Process Officer is Julie Wallace and may be reached by calling (204) 984-1048 (Collect calls will be accepted).

IN THE EVENT OF ANY DISCREPANCIES BETWEEN THE INFORMATION CONTAINED IN THIS NOTICE OF VOTE AND THE COMMUNITY APPROVAL PROCESS, THE COMMUNITY APPROVAL PROCESS SHALL GOVERN.

DATED at Winnipeg, Manitoba this 2nd Day of June, 1998.



Process Officer

STATEMENT OF VOTE RESULTS

We, the undersigned, severally state that the Eligible Members of the Opaskwayak CreeNation voted in a Vote concerning a proposed Treaty Entitlement Agreement and a proposed Trust Agreement on July 8, 1998 in accordance with the Community Approval Process and the results of this Vote were as follows:

(a) the names of 2301 Voters appeared on the List of Voters prepared by the (Assistant) Process Officer in accordance with Paragraph 3.02(a) and Article 6 of the Community Approval Process, and the number of Voters who were entitled to cast a vote on the Vote was therefore _____;

(b) 332 Ballots were cast in the Vote in accordance with the Community Approval Process, including Spoiled Ballots other than, in the case of a Ballot which was mailed or sent by facsimile transmission by a Voter who received a Mail In Ballot, Ballots that were deemed Spoiled Ballots by virtue of the Voter having voted in person at any Advance Poll or on Voting Day;

(c) 310 Voters voted "YES" in accordance with Section 11.06 of the Community Approval Process;

(d) 16 Voters voted "NO" in accordance with Section 11.06 of the Community Approval Process; and

(e) 6 Ballots were rejected as Spoiled Ballots as defined in Paragraph 1.01(u) of the Community Approval Process, in accordance with Paragraph 16.01(b) of the Community Approval Process.

This is Exhibit 2 referred to in the certificate of:
William Lathlin
Sworn before me this 13th day of January, AD, 1999
Bernice Young
A Commissioner for Oaths in and for the Province of Manitoba
My Commission expires 99/08/12

We declare therefore that a majority (over 50%) of those Voters who did vote "YES" or "NO" in accordance with Section 11.06 of the Community Approval Process did vote "YES" thereby approving and authorizing the execution of the proposed Treaty Entitlement Agreement and the proposed Trust Agreement.

Dated at Opaskwayak Cree Nation, in the Province of Manitoba this 8th day of July, 1998.

Process Officer

(Chief)(~~Councillor~~) of the Opaskwayak Cree Nation

This is Exhibit 2 referred to in the certificate of:
WILLIAM LATHLIN
Sworn before me this 8th day of JULY, AD 1998

~~A Commissioner for Oaths in and for the Province of Manitoba~~ CANADA LANDS SURVEYOR

My Commission expires

ATTACHMENT "D"
LETTER FROM FINANCIAL INSTITUTION

The Minister of Indian Affairs
and Northern Development
c/o Director of Lands and Trusts Services
Department of Indian Affairs
and Northern Development
1100 - 275 Portage Ave.
Winnipeg, Manitoba
R3B 3A3

Dear Minister:

Re: Opaskwayak Cree Nation TLE Trust

Please be advised that Bank of Nova Scotia has been named by the Trustees as the Eligible Financial Institution at which the Capital Account and Land Acquisition Account as defined in an agreement between Canada and the persons named therein as Initial Trustees ("the Trust Agreement") are to be maintained.

We wish to confirm to you the following:

1. Bank of Nova Scotia is in possession of an executed copy of the Trust Agreement.

2. Bank of Nova Scotia is an "Eligible Financial Institution", as defined in the Trust Agreement.

3. Bank of Nova Scotia and the Trustees have executed a "Banking Arrangement" as defined in the Trust Agreement.

4. The Capital Account and the Land Acquisition Account as defined in the Trust Agreement have been established.

5. The Federal Payment and the Land Acquisition Payment as defined in the Trust Agreement should be advanced as follows:

Land Acquisition Account # 10587 00262 12
Capital Account #10587 00268 16

6. The writer has the authority to provide you with this letter and to bind Bank of Nova Scotia .

Yours truly,

Bank of Nova Scotia

Per: 

(Name) L.A. FRASER

(Position) BRANCH MANAGER

ATTACHMENT "E"
CERTIFICATE OF INDEPENDENT LEGAL ADVICE
(ENTITLEMENT FIRST NATION)

IN THE MATTER OF:

An agreement between the Opaskwayak Cree Nation (also known as the "Opaskwayak Cree Indian Band" and herein referred to as the "Entitlement First Nation"), Treaty Land Entitlement Committee of Manitoba Inc., as general partner on behalf of TLEC Limited Partnership, Her Majesty the Queen in right of Canada (herein referred to as "Canada") and Her Majesty the Queen in right of Manitoba pursuant to which the unfulfilled land entitlement of the Entitlement First Nation under the Per Capita Provision (as therein defined) is to be addressed and a release and indemnity on the terms therein set out provided to Canada (herein referred to as the "Treaty Entitlement Agreement");

AND IN THE MATTER OF:

A further agreement relating thereto, being an agreement between Canada and certain persons named as trustees pursuant to which terms for the administration and management of certain payments by Canada to the Entitlement First Nation as provided for in the Treaty Entitlement Agreement are set out (herein referred to as the "Trust Agreement").

I, Paul Forsyth, being entitled to practice law in the Province of Manitoba and being legal counsel to the Entitlement First Nation, duly appointed, DO HEREBY CERTIFY THAT:

1. I am entitled to practice law in the Province of Manitoba and have been retained to advise the Entitlement First Nation with regard to all matters relating to and arising out of the matter of the unfulfilled land entitlement of the Entitlement First Nation under the Per Capita Provision (as that term is defined in the Treaty Entitlement Agreement).

2. I have fully explained the legal nature and effect of the Treaty Entitlement and Trust Agreement and the implementation of both agreements including, without limitation,:

    (a) the entitlement of the Entitlement First Nation to land pursuant to the Per Capita Provision (as that term is defined in the Treaty Entitlement Agreement);

(b) the manner in which the entitlement referred to in Paragraph (a) and other potential or related claims of the Entitlement First Nation against Canada are dealt with under the provisions of the Treaty Entitlement Agreement;

(c) the treatment and placement of the Federal Payment (as defined in the Treaty Entitlement Agreement) into the Capital Account, established pursuant to the Trust Agreement, rather than into the Consolidated Revenue Fund;

(d) the treatment and placement of the Land Acquisition Payment (as defined in the Treaty Entitlement Agreement) into the Land Acquisition Account, established pursuant to the Trust Agreement, rather than into the Consolidated Revenue Fund; and

(e) the release and indemnification required by Canada from the Entitlement First Nation in consideration of the terms of the Treaty Entitlement Agreement as same appear therein

to the Council of the Entitlement First Nation and to the Members of the Entitlement First Nation present at the Information Meetings listed below (held in accordance with the Community Approval Process which forms Schedule "H" of an agreement commonly known as the "Framework Agreement"):

DATE	LOCATION	NO. PRESENT
May 6, 1998	Place Louis Riel, Winnipeg, MB	11
May 11, 1998	Cumberland House Hall, Cumberland House, SK	24-30
May 13, 1998	Kikiwak Inn, The Pas, MB	20
July 6, 1998	Recreation Hall, The Pas, MB	10

This, my Certificate, is effective as of the date of execution of the Treaty Entitlement Agreement.

DATED at the City of Winnipeg, in Manitoba, this 13 day of January, 1999

Paul B. Forsyth

ATTACHMENT "F"
CERTIFICATE OF INDEPENDENT LEGAL ADVICE
(TRUSTEES)

IN THE MATTER OF:

An agreement (herein referred to as the "Trust Agreement") between Her Majesty the Queen in right of Canada (herein referred to as "Canada") and certain persons named as trustees (herein referred to as "the Initial Trustees") pursuant to which terms for the administration and management of certain payments by Canada to the Opaskwayak Cree Nation (also known as the "Opaskwayak Cree Indian Band" and herein referred to as the "Entitlement First Nation"), as provided for in an agreement between the Entitlement First Nation, Treaty Land Entitlement Committee of Manitoba Inc., as general partner on behalf of TLEC Limited Partnership, Canada and Her Majesty the Queen in right of Manitoba are set out.

I, Paul Forsyth, being entitled to practice law in the Province of Manitoba and being legal counsel to the Trustees, duly appointed, DO HEREBY CERTIFY THAT:

1. I am entitled to practice law in the Province of Manitoba and have been retained to advise the Initial Trustees with regard to all matters relating to and arising out of the matter of the Trust Agreement.

2. I have explained the legal nature and effect of the Trust Agreement to the Initial Trustees named in the Trust Agreement and their rights, duties, responsibilities and liabilities as trustees appointed pursuant thereto, including, without limitation, their responsibilities for the investment, management and distribution of certain payments by Canada to the Entitlement First Nation, as provided for in an agreement between the Entitlement First Nation, Treaty Land Entitlement Committee of Manitoba Inc., as general partner on behalf of TLEC Limited Partnership, Canada and Her Majesty the Queen in right of Manitoba.

This, my Certificate, is effective as of the date of execution of the Trust Agreement.

DATED at the City of Winnipeg, in Manitoba, this 13 day of January, 1999

Paul B. Forsyth

ATTACHMENT "G"
CERTIFICATE OF INDEPENDENT FINANCIAL ADVICE

IN THE MATTER OF:

An agreement (herein referred to as the "Trust Agreement") between Her Majesty the Queen in right of Canada (herein referred to as "Canada") and certain persons named as trustees (herein referred to as "the Initial Trustees") pursuant to which terms for the administration and management of certain payments by Canada to the Opaskwayak Cree Nation (also known as the "Opaskwayak Cree Indian Band" and herein referred to as the "Entitlement First Nation"), as provided for in an agreement between the Entitlement First Nation, Treaty Land Entitlement Committee of Manitoba Inc., as general partner on behalf of TLEC Limited Partnership, Canada and Her Majesty the Queen in right of Manitoba are set out.

I, Dennis Kowal, being a chartered accountant licensed to practice in the Province of Manitoba and being financial advisor to the Trustees, duly appointed, DO HEREBY CERTIFY THAT:

1. I am entitled to practice as a chartered accountant in the Province of Manitoba and have been retained to advise the Initial Trustees with regard all matters relating to the investment of certain payments by Canada to the Entitlement First Nation, as provided for in an agreement between the Entitlement First Nation, Treaty Land Entitlement Committee of Manitoba Inc., as general partner on behalf of TLEC Limited Partnership, Canada and Her Majesty the Queen in right of Manitoba.

2. I have fully discharged my retainer to the best of my ability.

This, my Certificate, is effective as of the date of execution of the Trust Agreement.

DATED at the town of Swan River, in Manitoba, this 11th day of January, 1999

D. Kowal CA

ATTACHMENT "H"
COUNCIL RESOLUTION

WHEREAS:

A. The Eligible Members of the Opaskwayak Cree Nation ("the Entitlement First Nation") have approved the terms and conditions of an agreement between the Entitlement First Nation, Treaty Land Entitlement Committee of Manitoba Inc., as general partner on behalf of TLEC Limited Partnership, Her Majesty the Queen in right of Canada ("Canada") and Her Majesty the Queen in right of Manitoba pursuant to which the unfulfilled of the land entitlement of the Entitlement First Nation under the Per Capita Provision (as therein defined) is to be addressed and a release and indemnity on the terms therein set out provided to Canada ("the Treaty Entitlement Agreement"); and

B. The Eligible Members of the Entitlement First Nation have further approved the terms and conditions of an agreement between the Canada and certain persons named therein as Initial Trustees, pursuant to which terms for the administration and management of certain monies to be paid by Canada to the Entitlement First Nation, in accordance with the Treaty Entitlement Agreement are set out.

NOW THEREFORE, pursuant to the consent of a majority of the Council of the Opaskwayak Cree Nation ("the Council") present at a duly convened meeting held on the 11th day of January, 1998, **THE COUNCIL RESOLVES AS FOLLOWS:**

1. **THAT** the Council does hereby approve and authorize the execution of the Treaty Entitlement Agreement.

Chief

Councillor

Councillor

Councillor

Councillor

Councillor	Councillor
Councillor	Councillor
Councillor	Councillor
Councillor	Councillor

(A quorum of the Council is six members)

ATTACHMENT "I"
TRUSTEES RESOLUTION

WHEREAS:

A. The Eligible Members of the Opaskwayak Cree Nation ("the Entitlement First Nation") have approved the terms and conditions of an agreement between the Entitlement First Nation, Treaty Land Entitlement Committee of Manitoba Inc., as general partner on behalf of TLEC Limited Partnership, Her Majesty the Queen in right of Canada ("Canada") and Her Majesty the Queen in right of Manitoba pursuant to which the unfulfilled of the land entitlement of the Entitlement First Nation under the Per Capita Provision (as therein defined) is to be addressed and a release and indemnity on the terms therein set out provided to Canada ("the Treaty Entitlement Agreement");

B. The Eligible Members of the Entitlement First Nation have further approved the terms and conditions of an agreement between the Canada and certain persons named therein as Initial Trustees, pursuant to which terms for the administration and management of certain monies to be paid by Canada to the Entitlement First Nation, in accordance with in the Treaty Entitlement Agreement are set out ("the Trust Agreement").

NOW THEREFORE, pursuant to the consent of a majority of the Trustees present at a duly convened meeting held on the 12th day of January, 1999, **THE TRUSTEES RESOLVE AS FOLLOWS:**

1. **THAT** the Trustees do hereby approve and authorize the execution of the Trust Agreement.

Independent Trustee

Trustee

Trustee

Trustee

Trustee

(A quorum of the Trustees is three Trustees, one of whom must be the Independent Trustee)