

**GINOOGAMING TIMBER CLAIM
SETTLEMENT AGREEMENT**

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**GINOOGAMING TIMBER CLAIM
SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT dated for reference September 19, 2001.

BETWEEN:

THE GINOOGAMING FIRST NATION as represented by its
duly elected Council

(hereinafter called the "First Nation")

AND:

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

(hereinafter called "Canada")

WHEREAS:

- A. In 1890, the First Nation submitted a Claim to Canada under Canada's Specific Claims Policy relating to the management of the timber assets on the Long Lake Reserve No. 77;
- B. In the Claim, the First Nation alleges that Canada breached its statutory and fiduciary obligations with respect to its management of the First Nation's timber assets by:
- (a) improperly evaluating the First Nation's timber assets prior to the surrender and sale of the timber;
 - (b) misleading the First Nation as to the terms of the surrender and sale of the timber;
 - (c) effecting an invalid surrender;

- (d) mismanaging the various sale transactions and license renewals; and
 - (e) failing to enforce the 6-inch diameter cutting size limit.
- C. Canada has accepted to negotiate pursuant to the Specific Claims Policy the aspects of the Claim relating to:
- (a) the evaluation of the First Nation's timber assets prior to the surrender and sale of the timber;
 - (b) the issuance of licenses for the cutting of the timber without including the cutting diameter restriction; and
 - (c) its failure to enforce the cutting diameter restriction by collecting a penalty for the cutting of under-sized timber.
- D. Canada and the First Nation have negotiated the settlement set out in this Settlement Agreement in order to settle the First Nation's Claim against Canada pursuant to the Specific Claims Policy.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS SETTLEMENT AGREEMENT THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1

DEFINITIONS AND SCHEDULES

1.1 In this Settlement Agreement:

- (a) "**Article**" means an article of this Settlement Agreement;
- (b) "**Ballot Question**" means the question asked of the Eligible Voters in a Ratification Vote substantially as set out in Schedule "1";
- (c) "**Band Council Resolution**" means a duly signed written resolution of the Council adopted at a duly convened meeting;
- (d) "**Band List**" means a list of persons that is maintained under section 8 of the *Indian Act* by the Department;
- (e) "**Canada**" means Her Majesty the Queen in Right of Canada, as represented

by the Minister of Indian Affairs and Northern Development;

(f) "Claim" means all the facts, matters and issues arising or resulting from, or set forth in the First Nation's specific claim submission to Canada in 1990;

(g) "Compensation" means the sum to be paid by Canada to the First Nation as set out in Article 2.1;

(h) "Council" means the Council of the First Nation, which is a "council of the band" within the meaning of the *Indian Act* and "Councillor" means a member of the Council;

(i) "Department" means the Department of Indian Affairs and Northern Development, as established pursuant to the *Department of Indian Affairs and Northern Development Act*, R.S.C. 1985, c.1-6;

(j) "Effective Date" means the later of the dates on which this Settlement Agreement is signed by at least a quorum of Council on behalf of the First Nation, as authorized by ratification of this Settlement Agreement, and by the Minister;

(k) "Eligible Voter" means a Member who is 18 years of age or older on the Voting Day;

(l) "Financial Institution" means any bank or trust company that is a member institution for which the Canada Depository Insurance Corporation has a duty to insure deposits pursuant to the *Canada Deposit Insurance Corporation Act*, R.S.C. 1985, C.1-5;

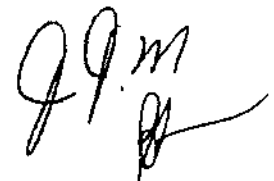
(m) "First Nation" means the Ginoogaming First Nation which is a "band" as defined in section 2(1) of the *Indian Act*, R.S.C., 1985, c.1-5, composed collectively of its members listed from time to time on its "Band List";

(n) "Indian Act" means the *Indian Act*, R.S.C., 1985, c.1-5; and its regulations as amended or replaced from time to time;

(o) "Member" means a person whose name appears on the First Nation's Band List on the Voting Day;

(p) "Minister" means the Minister of Indian Affairs and Northern Development or the Minister's duly authorized representative;

(q) "Parties" means the First Nation and Canada;



(r) "**Ratification Vote**" means a vote on the Ballot Question, conducted in accordance with the Indian Referendum Regulations;

(s) "**Settlement Agreement**" means this settlement agreement, the Ginoogaming Timber Claim Settlement Agreement, including Schedules "1", "2", "4", and "5" only;

(t) "**Specific Claims Policy**" means Canada's policy on specific claims as set out in the Government of Canada 1982 publication entitled "Outstanding Business, A Native Claims Policy" as amended from time to time;

(u) "**Trust Account**" means an account opened at a Financial Institution by the Trustees in trust for the First Nation in accordance with the Trust Agreement;

(v) "**Trust Agreement**" means the Timber Claims Trust Agreement between the First Nation and the Trustees voted upon in a Ratification Vote pursuant to Article 8;

(w) "**Trustee**" means a person identified as a trustee in the Trust Agreement;

(x) "**Voting Day**" means the day set for holding the Ratification Vote.

1.2 Except as otherwise defined in this Settlement Agreement, any words used in this Settlement Agreement which are defined in the *Indian Act* have the same meaning as they have in the *Indian Act*.

1.3 The following Schedules are attached to this Settlement Agreement:

- Schedule "1" Ballot Question
- Schedule "2" Indian Referendum Regulations and Ratification Forms
- Schedule "3" Trust Agreement
- Schedule "4" Solicitor's Certificate
- Schedule "5" Financial Advisor's Certificate

ARTICLE 2

COMPENSATION

2.1 Subject to the terms and conditions set out in this Settlement Agreement, Canada agrees to pay to the First Nation, and the First Nation agrees to accept, the sum of fourteen million, five hundred and thirty-eight thousand, one hundred and eighty one dollars (\$14,538,181.00) in two installments as follows:



- \$7,538,181.00 within forty five (45) days of the effective date of the Settlement Agreement; and
-\$7,000,000.00 within one year of the effective date of the Settlement Agreement, or earlier at Canada's option.

- 2.2 The agreed upon amount is inclusive of all costs incurred by the First Nation in connection with the negotiation and ratification of the Settlement Agreement, including all legal costs. Loan funding received by the First Nation in the amount of \$703,156.00 will be deducted from the first instalment
- 2.3 Payment of the compensation is subject to the condition precedent that the Trust Agreement has been signed by the authorized signatories and the Trust Account has been opened and the information required by Canada to make the payment has been provided to Canada's negotiator.
- 2.4 Canada agrees that if the Compensation is not paid in full within the time frames set out in Article 2.1, Canada agrees to pay to the First Nation interest at the Bank of Canada's prime lending rate plus two per cent (2%) per annum on any unpaid amounts from the date such payment was due and payable until payment is made by Canada.
- 2.5 If the First Nation votes in favour of the Settlement Agreement and the Trust Agreement in accordance with Article 8, then:
- (a) the First Nation authorizes and directs Canada to deposit the Compensation into the Trust Account established pursuant to the Trust Agreement;
- (b) the Parties agree that the Compensation is not "Indian moneys" within the meaning of the *Indian Act* and accordingly the provisions of the *Indian Act* with respect to the management of Indian moneys shall not apply to the Compensation; and
- (c) the Parties agree that the Compensation paid to the First Nation pursuant to this Settlement Agreement is to be a long-term asset to be invested for the future benefit of the First Nation in a Trust created by the First Nation. The Trust shall be administered by the Trustees appointed by the First Nation on terms and conditions set out in the Trust Agreement.
- 2.6 The parties agree that the First Nation is responsible for assuming all costs related to the interpretation services made available to First Nation members during the information meetings and the Ratification Vote.

ARTICLE 3

RELEASE

3.1 In consideration of the Compensation paid by Canada to the First Nation and the mutual fulfilment of the promises in this Settlement Agreement, the First Nation agrees to:

(a) forever release and discharge Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, which the First Nation and the past, present and future members of the First Nation and any of their respective heirs, descendants, legal representatives, successors and assigns may ever have had, may now have or may in the future have against Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns with respect to the Claim, including all costs incurred by the First Nation for research, preparation, negotiation and settlement of the Claim, and ratification of the Settlement Agreement, including legal fees;

(b) forever release and discharge Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns from any past, present or future obligation or liability, whether in law, in equity or otherwise, to the First Nation and the past, present and future members of the First Nation and any of their respective heirs, descendants, legal representatives, successors and assigns may ever have had, may now have or may in the future have against Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns, relating to or arising from the fact that Canada has paid the Compensation pursuant to Article 2, or related to or arising from the deposit by Canada of the Compensation pursuant to Article 2, and any subsequent deposit, withdrawal, use, management or any other dealings with respect to the Compensation by the trustees pursuant to the Trust Agreement; and

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

(i) the Claim and all costs incurred by the First Nation for research, preparation, negotiation and settlement of the Claim, and ratification of the Settlement Agreement, including legal fees;

(ii) the procedures followed pursuant to the Indian Referendum Regulations attached to this Settlement Agreement as well as the execution of this Settlement Agreement by the First Nation;

(iii) the deposit of the Compensation into the Trust Account as set out in the Trust Agreement and the management of the Compensation by the Trustees; and

(iv) the representations and warranties of the First Nation under Article 12.

3.2 Nothing in this Article is intended, nor shall it be construed, as affecting any action, cause of action, suit, claim or demand whatsoever whether known or unknown, and whether in law, in equity or otherwise, which the First Nation and the past, present and future members of the First Nation and any of their respective heirs, descendants, legal representatives, successors and assigns may ever have had, may now have, or may in the future have against Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns with respect to any other claim that the First Nation may have that does not relate directly to the Claim.

3.3 The releases set out in this Article do not release Canada from the due performance of its obligations arising from this Settlement Agreement and nothing herein shall prevent or restrict the First Nation from pursuing any legal remedies for non-performance by Canada. Furthermore, Canada shall not be entitled to and it shall not rely on this Article if Canada fails to pay the Compensation in accordance with the provisions of Article 2 of this Agreement.

ARTICLE 4

INDEMNITY

4.1 For the purposes of Article 4, "Claimant" means a past, present and future member of the First Nation.

4.2 Subject to the provisions of Article 4.7, the First Nation agrees to indemnify and forever save harmless Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns from and against any and all obligation, liability, duty, loss or damage resulting directly or indirectly from any action, cause of action, suit, claim or demand whatsoever, whether known or unknown, and whether in law, in equity or otherwise, brought by any Claimant against Canada and any of its Ministers, officials, servants, employees, agents, successors and assigns with respect to:

(a) the Claim, including all costs incurred by the First Nation for research, preparation, negotiation and settlement of the Claim, and ratification of the Settlement Agreement, including legal fees;

(b) the procedures followed pursuant to the Indian Referendum Regulations attached to this Settlement Agreement as well as the execution of this Settlement Agreement by the First Nation;

(c) the deposit of the Compensation into the Trust Account as set out in the Trust Agreement and the management of the Compensation by the Trustees; and

(d) the representations and warranties of the First Nation under Article 12; provided that such obligation, liability, duty, loss or damage has been awarded or determined by a decision or order of a court or other tribunal of competent jurisdiction, or by a settlement (whether or not court proceedings have been instituted) consented to by the First Nation, and notice has been given to the First Nation pursuant to Article 4.3.

4.3 Canada shall provide notice to the First Nation by registered mail of any claim which may reasonably give rise to indemnification under this Article. Such notice shall be sufficient to enable the First Nation to identify the claim and the Claimant and to protect its interests in a court proceeding or settlement, and will include copies of all pleadings, documents and offers of settlement filed with a court or tribunal by the Claimant.

4.4 Canada shall assume and control the defense and any negotiations relating to any action, cause of action, suit, claim or demand referred to in Article 4.2. Canada agrees that it will not refuse to defend itself based solely on the existence of this Article and that it will provide to the First Nation copies of all pleadings, documents and offers of settlement filed by it with a court or tribunal.

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

4.6 The First Nation shall be entitled to defend, at its own expense, against any claim against Canada which may give rise to a right of indemnity under this Article, and may make such investigation, negotiation and settlement of any claim as it deems expedient. This entitlement, however, shall in no way:

(a) mean that the First Nation is entitled to represent Canada, and any of its Ministers, officials, servants, employees, agents, successors and assigns; or

(b) affect the rights or abilities of Canada, and any of its Ministers, officials, servants, employees, agents, successors and assigns to defend any such claim including, without limitation, the appointment of counsel.

- 4.7 Notwithstanding Articles 4.1 to 4.6, inclusive, Canada agrees that it shall not be entitled to, and it shall not, rely on the indemnity provided by this Article if Canada fails to pay the Compensation in accordance with Article 2 of this Settlement Agreement.

ARTICLE 5

DISCONTINUANCE

- 5.1 The First Nation agrees to abandon and discontinue without costs its Federal Court action regarding the Claim and undertakes to instruct its solicitors to file and serve Canada with a Discontinuance of Federal Court Action No. T-1674-91 immediately following payment of the first installment of the Compensation in accordance with Article 2.

ARTICLE 6

NO EFFECT ON FUNDING AND PROGRAMS

- 6.1 Federal programs and services will continue to apply to the First Nation on the same basis as to other bands in Canada as if this Settlement Agreement had not been executed, in accordance with the criteria established from time to time for the application of such programs and funding.
- 6.2 This Settlement Agreement does not restrict the First Nation from being eligible to apply for and to receive funding under government programs and other forms of assistance provided by Canada on the same basis as other First Nations in Canada as if this Settlement Agreement had not been executed, in accordance with the criteria established from time to time for the application of such programs and funding.

ARTICLE 7

EFFECTIVE DATE OF SETTLEMENT AGREEMENT

- 7.1 This Settlement Agreement shall come into effect and bind the Parties only upon the later of the following dates:
- (a) the date on which this Settlement Agreement is signed by at least a quorum of the Council in accordance with Article 9.1; and

(b) the date on which this Settlement Agreement is signed by Canada in accordance with Article 9.2:

ARTICLE 8

RATIFICATION BY THE FIRST NATION

- 8.1 The First Nation agrees to and approves the terms and conditions of the Settlement Agreement and the Trust Agreement, and authorizes at least a quorum of the Council to sign the Settlement Agreement and Trust Agreement if, at the Ratification Vote, a majority (over 50%) of the Eligible Voters vote and a majority (over 50%) of the votes cast by the Eligible Voters are in favour of the Settlement Agreement and the Trust Agreement.
- 8.2 If, at the Ratification Vote held pursuant to Article 8.1, a majority (over 50%) of the Eligible Voters do not vote, but a majority (over 50%) of the votes cast are in favour of the Settlement Agreement and Trust Agreement, then within six months of the Voting Day, a second Ratification Vote at the request of the First Nation shall be called by the Minister.
- 8.3 Where a second Ratification Vote is held pursuant to Article 8.2, the First Nation agrees to and approves the terms and conditions of the Settlement Agreement and Trust Agreement, and authorizes at least a quorum of the Council to sign the Settlement Agreement and Trust Agreement if, at the second Ratification Vote, a majority (over 50%) of the Eligible Voters vote and a majority (over 50%) of the votes cast by the Eligible Voters are in favour of the Settlement Agreement and the Trust Agreement.
- 8.4 If the required approval and assent pursuant to Article 8.1 or, in the case of a second vote, Article 8.3 is not obtained:
- (a) the Settlement Agreement shall not be signed on behalf of the First Nation and shall have no effect; and
 - (b) the Trust Agreement shall not be signed on behalf of the First Nation and shall have no effect.
- 8.5 Canada and the First Nation agree that all Ratification Votes with respect to the Settlement Agreement and Trust Agreement shall be conducted in accordance with the Indian Referendum Regulations.

ARTICLE 9

SIGNING

- 9.1 This Settlement Agreement shall be signed by at least a quorum of the Council on behalf of the First Nation following ratification of this Settlement Agreement in accordance with Article 8.
- 9.2 This Settlement Agreement shall be signed by the Minister on behalf of Canada after the conditions precedent set out in Article 10 have been met.

ARTICLE 10

CONDITIONS PRECEDENT

- 10.1 Canada and the First Nation agree that the following are conditions precedent to any obligation by Canada to sign this Settlement Agreement:
- (a) approval and assent to the Settlement Agreement by the First Nation in accordance with Article 8;
 - (b) signing of the Settlement Agreement by the First Nation in accordance with Article 9.1;
 - (c) the Trust Agreement is satisfactory to Canada, such satisfaction not to be unreasonably withheld;
 - (d) approval of the Trust Agreement by the First Nation in accordance with Article 8;
 - (e) the Trust Agreement has been signed by the authorized signatories and the Trust Account has been opened and the information required by Canada to make the payment has been provided to Canada's negotiator;
 - (f) signing of this Settlement Agreement by the Minister on behalf of Canada has been authorized by the Governor in Council;
 - (g) funds for the payment of the Compensation have been approved and appropriated for that purpose by Canada;
 - (h) receipt by Canada of the Solicitor's Certificate from the First Nation's legal counsel, dated as of the date of signing of this Settlement Agreement by the First Nation, substantially in the form attached as Schedule "4"; and

(i) receipt by Canada of the Financial Advisor's Certificate from the First Nation's financial advisor, dated as of the date of signing of this Settlement Agreement by the First Nation, substantially in the form attached as Schedule "5".

ARTICLE 11

DISPUTE RESOLUTION

- 11.1 In the event of a dispute between the Parties arising out of this Settlement Agreement, the Parties agree to explore resolution through negotiation or other appropriate dispute resolution procedures, including mediation, before resorting to litigation.

ARTICLE 12

REPRESENTATIONS AND WARRANTIES OF THE FIRST NATION

- 12.1 The First Nation represents and warrants that:

(a) the First Nation, via its Council, has retained independent legal counsel qualified to practice law in the Province of Ontario to advise the First Nation with regard the signing and delivery of the Settlement Agreement and the Trust Agreement;

(b) the First Nation's legal counsel has provided to the First Nation, via its Council, independent legal advice with respect to the preparation, signing and delivery of the Settlement Agreement, and the preparation and signing of the Trust Agreement, including, without limitation, the deposit by Canada of the Compensation into the Trust Account rather than into an account for the First Nation managed by the Department;

(c) the First Nation, via its Council, has retained a qualified independent financial advisor to provide financial advice to the First Nation with regard to the Trust Agreement;

(d) the First Nation's financial advisor has provided the First Nation, via the Council, independent financial advice of the kind included in the practice of public accounting with respect to the Trust Agreement, the management and administration of the Compensation, and the deposit of the Compensation into the Trust Account established pursuant to the Trust Agreement rather than into an account for the First Nation managed by the Department including, without limitation, financial advice which contrasts the potential rates of return, potential investment risks, and tax implications associated with placing the Compensation into the Trust Account rather than into an account managed by the Department

(e) an interpreter fluent in the native language of the First Nation members was present and available to those Members in need of an interpreter (if there were any such Members) at all times during the information meeting and the Ratification Vote.

ARTICLE 13

FURTHER ASSURANCES

- 13.1 The Parties shall in good faith agree to do such things, execute such further documents and take such further measures as may be necessary to carry out and implement the terms, conditions, intent and meaning of this Settlement Agreement. For greater certainty, this includes doing such things, executing such further documents and taking such further measures as may be necessary to allow for the possible application of any future applicable legislation respecting the implementation of claim settlements in Ontario to this Settlement Agreement.
- 13.2 The First Nation confirms that by the Ratification Vote held on December 15, 2001, it has authorized at least a quorum of the present Council, and succeeding Councils, to act for and on behalf of the First Nation and its descendants, legal representatives, successors and assigns to do such things, sign such further documents and take such further measures as may be necessary to carry out and implement the terms, conditions, intent and meaning of this Settlement Agreement.
- 13.3 This Settlement Agreement shall not be construed so as to abrogate or derogate from the protection provided for existing aboriginal and treaty rights of the First Nation or the Members of the First Nation by the recognition and affirmation of those rights in Section 35 of the *Constitution Act, 1982*.

ARTICLE 14

NOTICE

- 14.1 Any notice or other written communication required or permitted to be given under this Settlement Agreement will be given as follows:

(a) to Canada:

Assistant Deputy Minister
Claims and Indian Government
Department of Indian Affairs and Northern Development
Les Terrasses de la Chaudière
10 Wellington Street
OTTAWA ON K1A 0H4

FAX: (819) 953-3246

(b) to the First Nation:

Chief and Council
Ginoogaming First Nation
P.O. Box 89
Longlac, Ontario P0T 2A0

FAX: (807) 876-2495

14.2 Any notice may be delivered personally or sent by facsimile or registered mail to either Party at the addresses set out in Article 14.1. The notice will be presumed to have been received by the Party:

(a) if delivered personally, on the day that it was delivered;

(b) if sent by facsimile, on the next business day after it was transmitted;
and

(c) if sent by registered mail, on the earlier of the day it was received and the fifth day after it was mailed.

During an actual or anticipated postal disruption or stoppage, the mail will not be used by either Party, and if used such notice will be of no effect.

ARTICLE 15

GENERAL PROVISIONS

Binding on the Parties

15.1 This Settlement Agreement is for the benefit of and is binding upon Canada and any of its Ministers, officials, servants, employees, agents, successors and

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assigns and upon the First Nation and any of their respective heirs, descendants, legal representatives, successors and assigns.

Members of House of Commons

15.2 No member of the House of Commons shall be admitted to any share or part of this Settlement Agreement or to any benefit arising from this Settlement Agreement.

No Admission of Fact or Liability

15.3 This Settlement Agreement is entered into by Canada and the First Nation without any admission of fact or liability whatsoever with respect to the Claim.

Headings and Table of Contents

15.4 The insertion of headings and recitals, and the provision of a table of contents, are solely for convenience and in no way modify or explain the scope or meaning of any part of this Settlement Agreement.

Expanded Meanings

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

15.6 Words importing male persons include female persons and corporations.

No Presumption of Ambiguity

15.7 There shall be no presumption that any ambiguity in any of the terms of this Settlement Agreement should be interpreted in favour of any Party.

Assignment

15.8 The Parties agree that the rights and obligations of the Parties to this Settlement Agreement may not be assigned or otherwise transferred without the prior written consent of the other Party.

Amendment

15.9 This Settlement Agreement may only be varied, changed, amended, added to or replaced by written agreement between the Parties, approved through the same procedures as this Settlement Agreement was approved, save and except that the Council and Canada may agree in writing from time to time to amend this Settlement Agreement, without further approval, for any of the following purposes:

(a) to remove any conflicts or inconsistencies which may exist between any of the terms of this Settlement Agreement and any provision of any applicable law or regulation, so long as the Council and Canada agree that such amendments will not be prejudicial to the interests of the First Nation or Canada; or

(b) to correct any typographical error in this Settlement Agreement, or to make corrections or changes required for the purpose of curing or correcting clerical omission, mistake, manifest error or the ambiguity arising from defective or inconsistent provisions contained in this Settlement Agreement.

15.10 Amendments made pursuant to Article 15.9(a) or (b) will be made by written agreement between a quorum of the Council on behalf of the First Nation, and by the Deputy Minister of the Department on behalf of Canada.

Waiver

15.11 No waiver of any provision of this Settlement Agreement shall have any legal effect unless such waiver is expressed in writing and has been duly signed by the Party making the waiver in the same manner as this Settlement Agreement was signed by that Party.

Applicable Law

15.12 This Settlement Agreement shall be governed by the applicable laws of Canada, the First Nation and Ontario.

References to Statutes and Regulations

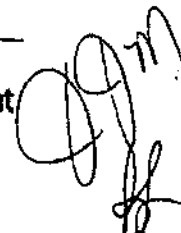
15.13 All references in this Settlement Agreement to statutes and regulations of Canada shall include, unless a contrary intention is expressed, any such statute or regulation as the same may be amended, re-enacted or replaced from time to time.

IN WITNESS WHEREOF at least a quorum of the Council of the Ginoogaming First Nation, on behalf of the Ginoogaming First Nation, has executed this settlement agreement on _____, 2001, and the Minister of Indian Affairs and Northern Development, on behalf of Her Majesty The Queen in Right of Canada has executed this Settlement Agreement on _____, 2002.

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

Signature: _____)

Minister of Indian Affairs
and Northern Development



Name of Witness: _____)

Address: _____)

_____)

_____)

Handwritten signature or initials

SIGNED on behalf of the GINOOGAMING)
FIRST NATION by a quorum of the Chief and)
Council of the Ginogaming First Nation in the)
the presence of:)

Signature: _____)

Name of Witness: _____)

Address: _____)

_____)

_____)

(As to all signatures)

Chief

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

SCHEDULE "1"

to

SETTLEMENT AGREEMENT

dated for reference September 19, 2001.

BALLOT QUESTION

Do you approve of the terms and conditions set out in the Ginoogaming Timber Claim Settlement Agreement and the Ginoogaming Timber Claim Trust Agreement, and do you authorize at least a quorum of Council to sign all documents necessary to give effect to these Agreements, on behalf of the Ginoogaming First Nation?

YES

NO

Mark this Ballot by placing an "X" in the box under the word "YES" or "NO".

SCHEDULE "2"

to

SETTLEMENT AGREEMENT
dated for reference January 19, 2001

Indian Referendum Regulations C.R.C., c. 957

**REGULATIONS GOVERNING THE HOLDING OF
REFERENDUMS ON INDIAN RESERVES**

SHORT TITLE

1. These Regulations may be cited as the Indian Referendum Regulations.

APPLICATION

- 1.1 These Regulations apply to a referendum held under subparagraph 39(1)(b)(iii) or subsection 39(2) of the Act. SOR/2000-392, s. 1.

INTERPRETATION

2. In these Regulations, ..

"Act" means the Indian Act; (Loi)

"Assistant Deputy Minister" means the Assistant Deputy Minister, Lands and Trust Services, Department of Indian Affairs and Northern Development; (sous-ministre adjoint)

"deputy electoral officer" means a person appointed by an electoral officer for the purposes of a referendum; (président du scrutin)

"elector", in respect of a referendum, means an elector of the band in respect of which the referendum is being held; (électeur)

"electoral officer" means the person in charge of the local office of the Department of Indian Affairs and Northern Development or any officer of the Department of Indian Affairs and Northern Development acting under the direction of the Minister or Assistant Deputy Minister for the purposes of a referendum; (président

d'élection)

"mail-in ballot" means a ballot delivered or mailed in accordance with subsection 5.1(1); (bulletin de vote postal)

"Minister" means the Minister of Indian Affairs and Northern Development; (Ministre)

"prescribed" [Repealed, SOR/2000-392, s. 2]

"proclamation" [Revoked, SOR/94-369, s. 4]

"registry number" means the number assigned to a person registered under section 5 of the Act; (numéro de registre)

"reserve", in respect of a referendum, means a reserve of the band that is holding the referendum; (réserve)

"surrender" [Revoked, SOR/94-369, s. 4]

"voter declaration form" means a document that sets out, or provides for,

(a) the name of an elector,

(b) the band membership or registry number of the elector or, if the elector does not have a band membership or registry number, the date of birth of the elector,

(c) a statement that the elector has read and understood the information package regarding the proposed designation or surrender and has vote freely and without compulsion, and

(d) the name, address and telephone number of a witness to the signature of the elector. (formule de déclaration de l'électeur) SOR/94-369, s. 4; SOR/2000-392, s. 2.

HOLDING OF REFERENDUM

3. (1) The Minister may, at the request of the council of a band or whenever the Minister considers it advisable, order that a referendum be held to determine if the majority of the electors of a band are in favour of a proposed absolute surrender or designation. SOR/94-369, s. 4; SOR/2000-392, s. 3.

(2) and (3) [Repealed, SOR/2000-392, s. 3]

VOTERS LIST

- 4.(1) At least 49 days before the day on which a referendum is to be held
- (a) where the band holding the referendum has assumed control of its own membership under section 10 of the Act, the band shall provide the electoral officer with a list of the names of all electors; and
 - (b) where the Band List of the band holding the referendum is maintained in the Department under section 11 of the Act, the Registrar shall provide the electoral officer with a list of the names of all electors.
- (2) A voters list shall set out
- (a) the names of all electors, in alphabetical order; and
 - (b) the band membership or registry number of each elector or, if the elector does not have a band membership or registry number, the date of birth of the elector.
- (3) On request, the electoral officer or deputy electoral officer shall confirm whether the name of a person is on the voters list.
- (4) The electoral officer shall revise the voters list where it is demonstrated that
- (a) the name of an elector has been omitted from the list;
 - (b) the name of an elector is incorrectly set out in the list; or
 - (c) the name of a person not qualified to vote is included in the list.
- (5) or the purposes of subsection (4), a person may demonstrate
- (a) that the name of an elector has been omitted from, or incorrectly set out in, the voters list by presenting to the electoral officer evidence from the Registrar or from the band that the elector is on the Band List, is at least 18 years of age and is qualified to vote at band elections; and
 - (b) that the name of a person not qualified to vote has been included in the voters list by presenting to the electoral officer evidence that that person is not on the Band List, is not at least 18 years of age or is not qualified to vote at band elections. SOR/2000-392, s. 4.



ADDRESSES OF ELECTORS

- 4.1 At least 49 days before the day on which a referendum is to be held, the band shall provide the electoral officer with the last known addresses, if any, of all electors who do not reside on the reserve. SOR/2000-392, s. 4.

NOTIFICATION OF REFERENDUM

- 4.2 (1) At least 14 days before the day on which an information meeting for a referendum is to be held and at least 42 days before the day of the referendum, the electoral officer or deputy electoral officer shall

(a) post a notice of the referendum and a list of the names of electors in at least one conspicuous place on the reserve; and

(b) mail or deliver to every elector of the band who does not reside on the reserve and for whom an address has been provided

(i) a notice of the referendum,

(ii) a mail-in ballot, initialed on the back by the electoral officer,

(iii) an outer, postage-paid return envelope, pre-addressed to the electoral officer,

(iv) a second, inner envelope marked "Ballot" for insertion of the completed ballot,

(v) a voter declaration form,

(vi) a letter of instruction regarding voting by mail-in ballot, and

(vii) an information package regarding the designation or surrender that is the subject of the referendum.

(2) A notice of a referendum shall state

(a) the question to be submitted to the electors;

(b) the date on which the referendum will be held;

(c) the location of each polling station and the hours that it will be open for voting;

(d) that electors may vote either in person at a polling station in



accordance with subsection 9(3) or by mail-in ballot;

(e) the name and telephone number of the electoral officer, and

(f) the date, time and location of the information meeting.

(3) At the request of an elector who resides on the reserve, the electoral officer shall provide the elector with the material referred to in subsection (1)(b).

(4) The electoral officer shall indicate on the voters list that a ballot has been provided to each elector to whom a mail-in ballot was mailed, delivered or otherwise provided, and keep a record of the date on which, and the addresses to which, each mail-in ballot was mailed or delivered.

(5) An elector to whom a mail-in ballot was mailed, delivered or provided under subsection (1) or (3) is not entitled to vote in person at a polling station other than in accordance with subsection 9(3). SOR/2000-392, s. 4.

INFORMATION MEETINGS

4.3 Before the day on which a referendum is to be held, the electoral officer shall ensure that at least one information meeting is held to provide electors with information regarding the designation or surrender that is the subject of the referendum. SOR/2000-392, s. 4.

PREPARATION FOR REFERENDUM [SOR/2000-392, s. 4]

5. (1) The electoral officer shall

(a) prepare sufficient ballots, initialed on the back by the electoral officer, stating the question to be submitted to the electors;

(b) and (c) [Repealed, SOR/2000-392, s. 5]

(d) procure a sufficient number of ballot boxes; and

(e) before the poll is open cause to be delivered to the deputy electoral officer the ballot papers and a sufficient number of lead pencils for marking the ballot papers. SOR/2000-392, s. 5.

(2) and (3) [Repealed, SOR/2000-392, s. 5]

VOTING BY MAIL-IN BALLOT

5.1 (1) An elector may vote by mail-in ballot by

(a) marking the ballot by placing a cross, check mark or other mark, clearly indicating the elector's response to the question stated on the ballot;

(b) folding the ballot in a manner that conceals the question and any marks, but exposes the initials on the back;

(c) placing the ballot in the inner envelope and sealing that envelope;

(d) completing and signing the voter declaration form in the presence of a witness who is at least 18 years of age;

(e) placing the inner envelope and the completed, signed and witnessed voter declaration form in the outer envelope; and

(f) delivering or, subject to subsection (6), mailing the outer envelope to the electoral officer before the time at which the polls close on the day of the referendum.

(2) Where an elector is unable to vote in the manner set out in subsection (1), the elector may enlist the assistance of another person to mark the ballot and complete and sign the voter declaration form in accordance with subsection (1).

(3) A witness referred to in paragraph (1)(d) shall attest to

(a) the fact that the person completing and signing the voter declaration form is the person whose name is set out in the form; or

(b) where the elector enlisted the assistance of another person under subsection (2), the fact that the elector is the person whose name is set out in the form and that the ballot was marked according to the directions of the elector.

(4) An elector who inadvertently spoils a mail-in ballot may obtain another ballot by returning the spoiled ballot to the electoral officer.

(5) An elector who loses a mail-in ballot may obtain another ballot by delivering to the electoral officer a written affirmation that the elector has lost the mail-in ballot, signed by the elector in the presence of the electoral officer, a justice of the peace, a notary public or a commissioner for oaths.

(6) Mail-in ballots that are not received by the electoral officer before the time at which the polls close on the day of the referendum are void and shall not be counted as a vote cast. SOR/2000-392, s. 6.

VOTING AT POLLING STATIONS

5.2 The electoral officer shall establish at least one polling station on the reserve. SOR/2000-392, s. 6.

6. The electoral officer or the deputy electoral officer shall provide a compartment at each polling place where the elector can mark his ballot paper free from observation.

7. The electoral officer or the deputy electoral officer shall, immediately before the opening of the poll, open the ballot box and call upon such persons who may be present to witness that it is empty and shall then lock and properly seal the box and place it in view for the reception of the ballots.

8. (1) Polling stations shall be kept open from 9:00 a.m., local time, until 8:00 p.m., local time, on the day of the referendum.

(2) An elector who is inside a polling station at the time that the polling station is to close is entitled to vote. SOR/2000-392, s. 7.

9. (1) Subject to subsection 4.2(5), where a person attends at a polling station for the purpose of voting, the electoral officer or deputy electoral officer shall, if the person's name is set out in the voters list, provide the person with a ballot.

(2) The electoral officer or the deputy electoral officer shall place on the list of electors a mark opposite the name of every elector receiving a ballot paper.

(3) An elector to whom a mail-in ballot was mailed, delivered or provided under subsection 4.2(1) or (3) may obtain a ballot and vote in person at a polling station if

(a) the elector returns the mail-in ballot to the electoral officer or deputy electoral officer, or

(b) where the elector has lost the mail-in ballot, the elector provides the electoral officer or deputy electoral officer with a written affirmation that the elector has lost the mail-in ballot, signed by the elector in the presence of the electoral officer, deputy electoral officer, a justice of the peace, a notary public or a commissioner for oaths. SOR/2000-392, s. 8.

10. (1) The electoral officer or the deputy electoral officer shall explain the mode of voting to an elector when requested to do so by such elector.

(2) On the application of an elector who is

(a) not able to read, or

(b) incapacitated by blindness or other physical cause, the electoral officer or the deputy electoral officer shall assist that elector by marking his ballot paper in the manner directed by the elector and shall place such ballot paper in the ballot box.

(3) The electoral officer or the deputy electoral officer shall make an entry in the list of electors opposite the name of the elector that the ballot paper was marked by him at the request of the elector and the reasons therefor.

11. Except as provided in subsection 10(2), every elector receiving a ballot paper shall

(a) proceed immediately to the compartment provided for marking the ballot paper;

(b) mark the ballot by placing a cross, check mark or other mark, clearly indicating the elector's response to the question stated on the ballot;

(c) fold the ballot in a manner that conceals the question and any marks, but exposes the initials on the back;

(d) forthwith deliver it to the electoral officer or the deputy electoral officer for deposit in the ballot box. SOR/2000-392, s. 9.

12. (1) An elector who receives a soiled or improperly printed ballot paper, or inadvertently spoils his ballot paper in marking it shall, upon returning the ballot paper to the electoral officer or the deputy electoral officer, be entitled to another ballot paper.

(2) An elector who has received a ballot paper and

(a) leaves the compartment for marking ballot papers without delivering the same to the electoral officer or the deputy electoral officer in the manner provided, or

(b) refuses to vote, shall forfeit his right to vote on the referendum and the electoral officer or the deputy electoral officer shall make an entry on the list of electors opposite the name of the elector that the elector did not

return the ballot paper or refused to vote as the case may be.

13. The electoral officer or the deputy electoral officer shall allow only one elector in the compartment for marking ballot papers at any one time.
14. [Repealed, SOR/2000-392, s. 10]
15. No person shall interfere or attempt to interfere with an elector when marking his ballot paper or obtain or attempt to obtain at the polling place information as to how an elector is about to vote or has voted.
16. The electoral officer and deputy electoral officer shall maintain peace and good order during the voting. SOR/2000-392, s. 11.
17. Whenever the electoral officer or the deputy electoral officer does not understand the language spoken by an elector, he or she shall enlist the aid of an interpreter to communicate with respect to all matters required to enable that elector to vote. SOR/2000-392, s. 11.

COUNTING OF VOTES

17.1 As soon as is practicable after the close of the polls, the electoral officer shall, in the presence of the deputy electoral officer and any members of the council of the band who are present, open each envelope containing a mail-in ballot that was received before the close of the polls and, without unfolding the ballot,

(a) set aside the ballot if

(i) it was not accompanied by a voter declaration form, or the voter declaration form is not signed or witnessed,

(ii) the name of the elector set out in the voter declaration form is not on the voters list, or

(iii) the voters list shows that the elector has already voted; or

(b) place a mark on the voters list opposite the name of the elector set out in the voter declaration form and deposit the ballot in a ballot box. SOR/2000-392, s. 11.

18. (1) As soon as is practicable after the mail-in ballots have been deposited under section 17.1, the electoral officer shall, in the presence of the deputy electoral officer and any members of the council of the band who are present, open all ballot boxes and

(a) examine the ballot papers;

(a.1) set aside any ballot that does not have the initials of the electoral officer or deputy electoral officer on the back;

(b) reject all ballot papers

(i) [Repealed, SOR/2000-392, s. 12]

(ii) that have been marked incorrectly, or

(iii) upon which anything appears by which an elector can be identified;

(c) count the votes given in favour of and against the question submitted in the referendum; and

(d) prepare a statement in writing of the number of votes so given and of the number of ballot papers rejected.

(2) The statement referred to in paragraph (1)(d) shall be

(a) signed by the electoral officer and by the chief or a member of the council of the band; and

(b) filed in the local office of the Department of Indian Affairs and Northern Development. SOR/94-369, s. 4; SOR/2000-392, s. 12.

18.1 A ballot set aside under paragraph 17.1(a) or 18(1)(a.1) is void and shall not be counted as a vote cast. SOR/2000-392, s. 13.

19. As soon as is practicable after the results of the voting are known, the electoral officer shall

(a) prepare a statement in triplicate, signed by the electoral officer and by the chief or a councillor of the band, that indicates

(i) the number of electors who were entitled to vote,

(ii) the number of electors who voted,

(iii) the number of votes cast in favour of and against the question submitted in the referendum, and

(iv) the number of rejected ballots; and

(b) deliver a copy of the statement to

(i) the Assistant Deputy Minister,

(ii) the person in charge of the regional office of the Department of Indian Affairs and Northern Development, and

(iii) the chief of the band. SOR/94-369, s. 4; SOR/2000-392, s. 14.

20. (1) The electoral officer shall deposit the ballots used in the voting in a sealed envelope and retain them.

(2) If no review has been requested within 60 days after the referendum, the electoral officer shall destroy the ballots used in the voting. SOR/2000-392, s. 15.

SECOND REFERENDA

21. Notwithstanding sections 4.2 and 4.3, in respect of a referendum held under subsection 39(2) of the Act,

(a) the notice of the referendum shall be posted, and the material referred to in paragraph 4.2(1)(b) shall be mailed or delivered, in the manner set out in subsection 4.2(1), at least 35 days before the day on which the referendum is to be held;

(b) the notice of the referendum is not required to set out the date, time or location of an information meeting;

(c) in lieu of an information package referred to in subparagraph 4.2(1)(b)(vii), any elector to whom an information package was sent in respect of the previous referendum shall be sent

(i) a statement referring him or her to that information package, and

(ii) instructions on how to obtain an additional information package, if he or she requires one; and

(d) an information meeting is not required to be held. SOR/2000-392, s. 15.

REVIEW PROCEDURE

22. (1) An elector may, in the manner set out in subsection (2), request a review of the referendum by the Minister where the elector believes that

(a) there was a contravention of these Regulations that may affect the results of the referendum; or

(b) there was corrupt practice in connection with the referendum.

(2) A request for a review of a referendum shall be made by forwarding the request to the Minister, by registered mail addressed to the Assistant Deputy Minister, within seven days after the day of the referendum, accompanied by a declaration, containing the grounds for requesting the review and any other relevant information, signed in the presence of a witness who is at least 18 years of age.

(3) Within 21 days after the receipt of a request for a review of a referendum, the Minister shall mail a copy of the request to the electoral officer who conducted the referendum.

(4) Within 10 days after the receipt of a request under subsection (3), the electoral officer shall forward to the Minister, by registered mail addressed to the Assistant Deputy Minister, a declaration responding to the grounds stated in the request, signed in the presence of a witness who is at least 18 years of age. SOR/2000-392, s. 15.

22. Where the material referred to in section 22 or any other information in the possession of the Minister is sufficient to call into question the validity of the referendum, the Minister shall advise the Governor in Council accordingly. SOR/2000-392, s. 15.

24. to 33. [Repealed, SOR/2000-392, s. 15]

TRANSITIONAL PROVISIONS (NOT PART OF THE REGULATIONS)
SOR/2000-392:

16. Notwithstanding the provisions of the Indian Referendum Regulations, as enacted or amended by these Regulations, the Indian Referendum Regulations, as they read immediately before the coming into force of these Regulations, apply to all referenda held during the period beginning on October 20, 2000 and ending on November 19, 2000.

17. For every referendum that is held during the period beginning on November 20, 2000 and ending on December 8, 2000,

(a) notwithstanding subsection 4(1) of the Indian Referendum Regulations, as enacted by section 4, the list of the names of all electors shall be provided to the electoral officer at least 30 days before the day on which the referendum is to be held;

(b) notwithstanding section 4.1 of those Regulations, as enacted by section 4, the last known addresses of all electors who do not reside on the reserve shall be provided to the electoral officer at least 30 days before the day on which the referendum is to be held; and

(c) notwithstanding subsection 4.2(1) of those Regulations, as enacted by section 4, at least 14 days before the day on which an information meeting is to be held and at least 28 days before the day on which the referendum is to be held, the electoral officer or deputy electoral officer shall

(i) post a notice of the referendum and a list of the names of electors in at least one conspicuous place on the reserve, and

(ii) mail, by priority post, or deliver to every elector of the band who does not reside on the reserve and for whom an address has been provided,

(A) the material referred to in subparagraphs 4.2(1)(b)(i), (ii), (iv), (v) and (vi) of those Regulations, as enacted by section 4,

(B) an outer envelope, pre-addressed to the electoral officer, pre-paid for delivery by priority post, and

(C) a letter of instruction regarding voting by mail-in ballot, reflecting the shorter time periods applicable.]

A handwritten signature in black ink, appearing to be 'D. M.', is located in the bottom right corner of the page.

APPOINTMENT OF A DEPUTY ELECTORAL OFFICER

Date

I, _____, Electoral Officer, appoint _____
to act as my Deputy Electoral Officer in carrying out my duties for the purpose of the Ratification
Vote. I will not delegate any duties to my Deputy Electoral Officer which are assigned
exclusively to me under the *Indian Referendum Regulations*.

Electoral Officer

I, _____, agree to act as a Deputy Electoral Officer to the Electoral
Officer for the purpose of the Ratification Vote and promise to carry out all assigned duties to
the best of my abilities.

Deputy Electoral Officer

A handwritten signature in black ink, appearing to be 'D. M.', is located in the bottom right corner of the page.

NOTICE OF RATIFICATION VOTE

, 2001

TO: THE MEMBERS OF GINOOGAMING FIRST NATION

TAKE NOTICE that a Ratification Vote of the Electors of the Ginoogaming First Nation pursuant to the *Indian Referendum Regulations* will be held on December 15, 2001, to determine if the Electors of the Ginoogaming First Nation, 18 years of age or over as determined on the date of the Ratification Vote, approve and assent to the settlement of the Claim between Her Majesty the Queen in right of Canada and the Ginoogaming First Nation, annexed to this Notice as Appendix "A" (Timber Claim Settlement Agreement), approve and assent to the Compensation in the amount of \$14,538,181.00 and to the deposit of the Compensation in a Trust Account pursuant to the Timber Claim Trust Agreement annexed to this Notice as Appendix "B".

The following question will be asked of the Electors of the Ginoogaming First Nation by secret ballot, as set out in Schedule 1 to the Settlement Agreement:

SETTLEMENT AGREEMENT AND TRUST AGREEMENT

Do you approve of the terms and conditions set out in the Ginoogaming Timber Claim Settlement Agreement and the Ginoogaming Timber Claim Trust Agreement, and do you authorize at least a quorum of Council to sign all documents necessary to give effect to these Agreements, on behalf of the Ginoogaming First Nation?

As an Elector of the Ginoogaming First Nation, you are advised that Her Majesty the Queen in Right of Canada will not have any obligation or liability for the management of the Compensation by the Trustees appointed by the Ginoogaming First Nation.

The following Information Meetings will be held for purposes of the Ratification Vote:

Date	Time	Location
_____	_____	_____
_____	_____	_____
_____	_____	_____

Mr. Kim Fullerton, legal counsel for the Ginoogaming First Nation, will be available to meet with you in private and will accept collect telephone calls from you, without charge to you, to answer questions on legal issues regarding the Settlement Agreement. For further information, please contact Mr. Fullerton at (905) 274-6708.



(Name) financial advisor for the Ginoogaming First Nation will be available to meet with you in private and will accept collect telephone calls from you, without charge to you, to answer questions on financial issues regarding the Ginoogaming Trust Agreement. For further information, please contact (Name) at (telephone number).

The Ratification Vote will take place on _____, 2001, from 9:00 a.m. until 8:00 p.m. at _____.

Mr. Sean Thompson, Electoral Officer or (Name) Deputy Electoral Officer, will be present at the polling station in order to answer questions you may have concerning the voting process.

Copies of the Settlement Agreement and the Trust Agreement may be obtained, at no cost to you, from the Ginoogaming First Nation Band Office, P.O. Box 89, Longlac, Ontario P0T 2A0, telephone number (807) 876-2242.

If you do not ordinarily reside on Long Lake Indian Reserve #77, and wish to participate in this Ratification Vote, you may vote by mail. If you do not receive a mail-in ballot package, or need more information on voting by mail, please contact Mr. Sean Thompson, Electoral Officer, or (Name), Deputy Electoral Officer (addresses and telephone numbers provided below). They will accept collect long distance telephone calls from you, without charge to you, at the addresses and telephone numbers provided below, in order to answer questions regarding voting procedures by mail.

If you do vote by mail, note that your mail-in-ballot must be received by the Electoral Officer by _____, 2001, in order for your vote to be counted.

AND FURTHER TAKE NOTICE that a Voters List is posted with this Notice of Ratification Vote. Subsections 4(3), 4 (4) and 4 (5) of the *Indian Referendum Regulations* provide:

- (3) On request, the electoral officer or deputy electoral officer shall confirm whether the name of a person is on the Voters List.
- (4) The electoral officer shall revise the voters list where it is demonstrated that
 - (a) the name of an elector has been omitted from the list;
 - (b) the name of an elector is incorrectly set out in the list; or
 - (c) the name of the person not qualified to vote is included in the list.
- (5) For the purpose of subsection (4), a person may demonstrate
 - (a) that the name of an elector has been omitted from, or incorrectly set out in, the voters list by presenting to the electoral officer evidence from the Registrar or from the band that the elector is on the Band List, is at least 18 years of age and is qualified to vote at band elections; and

(b) the name of a person not qualified to vote has been included in the voters list by presenting to the electoral officer evidence that that person is not on the Band List, is not at least 18 years of age or is not qualified to vote at band elections.

Requests for changes to the Voters List should be made to Sean Thompson, Electoral Officer, (address and telephone numbers provided below).

Department of Indian Affairs and Northern Development
Ontario Region
5th Floor, 25 St. Clair Avenue East
TORONTO ON M4T 1M2
Telephone Number: (416) 954-8235 (collect calls will be accepted)

(Name), Deputy Electoral Officer
enter address and phone number

DATED at _____, in the Province of Ontario, _____, 2001.

Electoral Officer
(416) 954-8235



Ginoogaming Timber Claim Settlement Agreement
Dated for Reference September 19, 2001.

DECLARATION OF MAIL-IN ELECTOR
(to be printed on the Ballot Envelope)

I. _____
(please print)

DO SOLEMNLY DECLARE THAT:

1. I am a member of the Ginoogaming First Nation, with a band membership number _____, and will be 18 years of age or older on the Vote Day. My date of birth is _____.
2. I live at _____

(full address).
3. I have read and understood the mail-in ballot package sent to me, and of my own free will and consent, without the compulsion or undue influence of anyone, have answered the Ballot Question by marking the ballot.
4. I have folded the ballot, hiding my mark and showing the initials marked on the back, and I have placed the ballot in the ballot envelope.

SIGNED this ____ day of _____ 2001 at _____
(City/town and Province/state).

In the presence of:)
)
 _____)
 (Witness's signature))
 _____)
 _____)
 _____)
 _____)
 (Address and Telephone Number))

(Declarant's signature)

Witness must be 18 years of age or older and is attesting to the fact that the Declarant's signature is that of the person whose name is printed in the space provided at the top of the page.

DECLARATION OF ELECTORAL OFFICER

I, _____, Electoral Officer, of _____, in the Province of Ontario, DO SOLEMNLY DECLARE THAT:

1. I was personally present at Long Lake Indian Reserve #77 on _____, 2001 when Electors of the Ginoogaming First Nation voted in a Ratification Vote concerning the Settlement Agreement and the Trust Agreement.
2. Immediately before the Ratification Vote began, I opened ballot box number _____.
3. I saw that the ballot box was empty and I asked persons who were present to witness that the ballot box was empty.
4. I then properly sealed the ballot box, in front of those persons who were present, and placed it in view.

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

DECLARED BEFORE me at the _____ of _____ in the Province of Ontario, this ___ day of _____, 2001.

) Electoral Officer

) A Commissioner for Oaths in and for the Province of Ontario.

STATEMENT OF WITNESS

Date

I, _____, was personally present at the Long Lake Indian Reserve #77 on _____, 2001, when Electors of the Ginoogaming First Nation voted in a Ratification Vote concerning the Settlement Agreement and the Trust Agreement and:

1. I witnessed that ballot box number _____ was empty before any votes were cast in the Ratification Vote.
2. I witnessed the Electoral Officer seal the ballot box and sign the seal.
3. I signed the seal, as requested by the Electoral Officer.

Witness

STATEMENT OF RESULTS OF RATIFICATION VOTE

We, the undersigned, severally state that Electors of Ginoogaming First Nation voted in the Ratification Vote concerning the Settlement Agreement and Trust Agreement on _____, 2001, and the results of this Ratification Vote were as follows:

- (a) the names of _____ Electors appeared on the Voters List prepared pursuant to the *Indian Referendum Regulations*, and the number of Electors who were entitled to cast a vote was _____.
- (b) _____ votes were cast in the Ratification Vote by Electors.

SETTLEMENT AGREEMENT AND TRUST AGREEMENT RESULTS

- (c) _____ votes were cast in favour of the Settlement Agreement and Trust Agreement by Electors;
- (d) _____ votes were cast against the Settlement Agreement and Trust Agreement by Electors;
- (e) _____ ballots were rejected but were counted in (b) above.

BALLOTS SET ASIDE.

- (f) _____ ballots were set aside and were not counted in (b) above.

We certify that a majority (over 50%) of all the Electors *did/did not* vote in the Ratification Vote and that a majority (over 50%) of the Electors who voted *did/did not* cast ballots in favour of the Ballot Question regarding the Settlement Agreement and the Trust Agreement thereby *approving/failing to approve* and *authorizing/not authorizing* the execution of the Settlement Agreement and the Trust Agreement.

Dated at _____, in the Province of Ontario this ____ day of _____ 2001.

Electoral Officer

Chief or Councillor of Ginoogaming First Nation

**CERTIFICATION BY ELECTORAL OFFICER
OF RATIFICATION VOTE**

I, _____, Electoral Officer, of _____ in the Province of Ontario, DO SOLEMNLY DECLARE THAT:

1. I was present at the Long Lake Indian Reserve #77 on _____, 2001, when Electors of the Ginoogaming First Nation voted concerning the Settlement Agreement and the Trust Agreement in accordance with the *Indian Referendum Regulations*.
2. A true copy of the "Notice of Ratification Vote" is attached as Exhibit "A" to this Declaration.
3. The "Notice of Ratification Vote" was posted at least forty-two (42) days prior to the Voting Day.
4. The Voters List was prepared in accordance with the *Indian Referendum Regulations*.
5. I sent a mail-in ballot package to each Elector on the Voters List who was identified by the Council as presently residing outside of the Long Lake Indian Reserve #77 at the address provided to me by the Council, and to each Elector on the Voters List who requested a mail-in ballot package.
6. I called the Information Meetings set out in the "Notice of Ratification Vote" at the following times and places:

Date	Time	Location
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

7. The voting procedure was conducted in accordance with the *Indian Referendum Regulations*.

8. The results of the Ratification Vote are set out in the "Statement of Results of Ratification Vote", attached as Exhibit "B" to this Declaration.

9. The Settlement Agreement and the Trust Agreement were *approved/not approved* by the Electors.

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

DECLARED BEFORE me at the _____ of)
_____, in the)
Province of Ontario, this _____ day of)
_____, 2001.)

) Electoral Officer

)
Commissioner for Taking Oaths in and for)
the Province of Ontario.)



**CERTIFICATION BY CHIEF OR MEMBER OF COUNCIL
OF RATIFICATION VOTE**

I, _____, Member of the Council of the Ginoogaming First Nation, in the Province of Ontario, DO SOLEMNLY DECLARE THAT:

1. I was present at the Long Lake Indian Reserve #77, on _____, 2001, when Electors of the Ginoogaming First Nation voted concerning the Settlement Agreement and the Trust Agreement in accordance with the *Indian Referendum Regulations*.
2. A true copy of the "Notice of Ratification Vote" is attached as Exhibit "A" to this Declaration.
- (iii) The "Notice of Ratification Vote" was posted at least forty-two (42) days prior to the Voting Day.
4. The Council, by Resolution, provided to the Electoral Officer, a copy of the Voters List and addresses, prepared in accordance with Section 11 of the *Indian Act*.
5. The Ginoogaming First Nation consulted with the Electoral Officer regarding the date, time and place of each Information Meeting(s).
6. At least a quorum of the Council of the Ginoogaming First Nation along with the legal counsel and financial advisor to the Ginoogaming First Nation attended the Information Meeting(s) set out in the "Notice of Ratification Vote".
7. The results of the Ratification Vote are set out in the "Statement of Results of Ratification Vote" attached as Exhibit "B" to this Declaration.
8. The Settlement Agreement and the Trust Agreement were *approved/not approved* by the Electors.

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

DECLARED BEFORE me at the)
_____ of _____, in)
the Province of Ontario, this)
_____ day of _____, 2001.)

A Commissioner for Taking Oaths in and for)
the Province of Ontario.)

Chief or Councillor of the Ginoogaming)
First Nation)

A handwritten signature in black ink, appearing to be 'S. J. M.', located in the bottom right corner of the page.

SCHEDULE " 4 "
to
SETTLEMENT AGREEMENT
dated for reference September 19, 2001

CERTIFICATE OF SOLICITOR

I, Kim Fullerton, Barrister and Solicitor, of the Province of Ontario, state as follows:

1. **THAT** I am a member in good standing of the Law Society of Ontario.
2. **THAT** I have been retained by the Council of the Ginoogaming First Nation (the "First Nation") to act as independent legal counsel to the First Nation to advise the First Nation with regard to the negotiation, execution and delivery of the Ginoogaming First Nation Timber Claim Settlement Agreement (the "Settlement Agreement"), and the preparation of the Ginoogaming Timber Claim Trust Agreement (the "Trust Agreement").
3. **THAT** I have provided the First Nation, via the Council, independent legal advice with respect to the negotiation, preparation, execution and delivery of the Settlement Agreement and the preparation and execution of the Trust Agreement, including the deposit of the compensation payable pursuant to the Settlement Agreement into the trust account established pursuant to the Trust Agreement rather than into an account for the First Nation managed by the Department of Indian Affairs and Northern Development.
4. **THAT** I was present at the following information meeting(s) which were called by the First Nation for the purpose of explaining to the members of the First Nation the Settlement Agreement and Trust Agreement:

Location of Meeting(s):

Date(s) and Time(s):

5. **THAT I was present at the information meeting(s) and made a presentation at the information meeting(s) to the members of the First Nation then present, consisting of an overview of the terms and conditions of the Settlement Agreement and the Trust Agreement, including the deposit of the compensation payable pursuant to the Settlement Agreement into the trust account established pursuant to the Trust Agreement rather than into an account for the First Nation managed by the Department of Indian Affairs and Northern Development, which provided an explanation of the contents of the Settlement Agreement and the Trust Agreement to the members of the First Nation then present, and answered any relevant legal questions raised at the information meeting(s) to the best of our professional ability.**

DATED at _____ Ontario, this _____ day of _____, 2001.

Witness to the signature of

Kim Fullerton
Barrister & Solicitor

(Address)



SCHEDULE "5"
to
SETTLEMENT AGREEMENT
dated for reference September 19, 2001

FINANCIAL ADVISOR'S CERTIFICATE

I,....., of the City of, in the Province of Ontario, Chartered Accountant, DO HEREBY CERTIFY THAT:

1. I am qualified to practice as a Chartered Accountant in Ontario and I am a member in good standing of the
2. I was retained in my professional capacity by Chief and Council of the Ginoogaming First Nation (the "First Nation") to act as independent financial advisor to the First Nation to provide financial advice to the First Nation with regard to the Ginoogaming First Nation Timber Claim Settlement Agreement (the "Settlement Agreement") and the Ginoogaming Timber Claim Trust Agreement (the "Trust Agreement").
3. I have provided the First Nation, via the Council, independent financial advice of the kind included in the practice of public accounting (which does not include investment counselling) with respect to the Trust Agreement, the management and administration of the Compensation, and the deposit of the Compensation into the Trust Account established pursuant to the Trust Agreement rather than into an account for the First Nation managed by the Department of Indian Affairs and Northern Development including, without limitation, financial advice which contrasts the potential rates of return, potential investment risks, and income tax implications associated with placing the Compensation into the Trust Account rather than into an account managed by the Department.
4. I was present at the following information meeting(s) which were called by the First Nation for the purpose of explaining to the members of the First Nation the Settlement Agreement and Trust Agreement:

Location of Meeting: -

Date and Time: -

5. I was present at the information meeting(s) and made a presentation at the information meeting(s), to the members of the First Nation then present, consisting of an overview of the terms and conditions of the Trust Agreement, including the deposit of the Compensation payable pursuant to the Settlement Agreement into the Trust Account established pursuant to the Trust Agreement rather than into an account for the First Nation managed by the Department of Indian Affairs and Northern Development, which provided an explanation of the contents of the Trust Agreement to the members of the First Nation then present and answered any relevant financial questions raised at the information meeting(s) to the best of my professional ability.

DATED at _____, Ontario, this _____ day of _____ 2001.

Witness to the signature of

Chartered Accountant

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