

THIS AGREEMENT made as of this 5th day of December, 1991.

BETWEEN:

GRAND RAPIDS FIRST NATION as represented by
the Chief, Harold Turner, and Band Councillors,
Ron Ballantyne, Arnold Ballantyne, and Donald Packo

(hereinafter referred to as the "First Nation")

OF THE FIRST PART,

— and —

MANITOBA HYDRO-ELECTRIC BOARD,

(hereinafter referred to as "Hydro")

OF THE SECOND PART.

WHEREAS rights of Grand Rapids First Nation related to the use and enjoyment of land resources were recognized and affirmed by the Royal Proclamation of 1763 and Treaty #5 and by Section 35 (1) and (3) of the Constitution Act 1982;

AND WHEREAS Grand Rapids First Nation membership maintained a sustainable livelihood practising their hunting, fishing, trapping, and gathering rights;

AND WHEREAS Hydro built the Grand Rapids Project, hereinafter referred to as the "Project", the construction of which caused the substantial alteration of the water regime on local waterways, while providing ongoing benefits to the people of Manitoba through the revenues generated therefrom;

AND WHEREAS there is a continuing impact from such substantial alteration;

AND WHEREAS the Government of Manitoba (hereinafter referred to as "Manitoba") and the Government of Canada (hereinafter referred to as "Canada") participated on behalf of Hydro in arranging for the management of the impact of the said Project on the people of First Nations and communities affected by the project;

AND WHEREAS the operation of the Project caused loss and damage to off reserve land and other assets traditionally used by the First Nation Members resulting in fundamental changes to the local way of life, and other adverse effects which have not been compensated for by Hydro, Manitoba, or Canada;

AND WHEREAS it is considered to be right and fair that the First Nation receive benefits which can contribute to the well being and betterment of the First Nation and its people;

AND WHEREAS the Chief and Council of the First Nation have been involved in negotiations with Hydro to resolve outstanding issues between Hydro and the First Nation, which negotiations have included the exchange of settlement offers and the mutual acceptance of settlement principles dated August 26, 1991;

AND WHEREAS the First Nation is currently involved in negotiations with Canada and Manitoba to resolve outstanding issues related to the Project;

AND WHEREAS it is recognized that the First Nation shall seek to further enhance and add value to the Restorative Work or other obligations and activities which arise as a result of this Agreement by accessing programs and services provided by the governments of Canada and Manitoba.

AND WHEREAS the Grand Rapids First Nation by a majority vote of the Electors at a public meeting of the Chief and Council with the Electors has authorized the Chief and Council to enter into this Agreement for and on behalf of the Members in respect of their Collective Rights and Interests.

AND WHEREAS the Manitoba Hydro-Electric Board has authorized the appropriate executive authorities to enter into this Agreement.

NOW THEREFORE, THIS AGREEMENT WITNESSETH that, in consideration of the premises and mutual covenants herein contained, the sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Article I — Interpretation

1.01 Definitions

In this Agreement, the following words and expressions shall have the following meanings:

- (1) **“Adverse Effects”** — means those direct and indirect Adverse Effects on the Collective Rights and Interests of the First Nation, and all effects on commercial, sport, and domestic fishing, which Adverse Effects are attributable in whole or in part to Project, and are caused by the change from the pre-Project Water Regime to the Post-Project Water Regime, and, without limiting the generality of the foregoing, related to:
 - (a) reduced level and/or enjoyment of activities;
 - (b) additional costs incurred related to such activities;
 - (c) stress, anxiety and other social and psychological impacts arising from (a) and (b), above.

Adverse Effects shall not include either Incremental Adverse Effects or Unanticipated Adverse Effects or both, as defined herein, or Adverse Effects attributable in whole or in part to a material breach, if any, by Hydro of any temporary, interim, supplementary or final licence issued under *The Water Power Act* (Manitoba) or any deviation as authorized by the Minister responsible for the said Act.

- (2) **“Collective Rights and Interests”** — means those individual and community rights and interests shared universally and in common by the First Nation and its Members which derive from belonging to the First Nation, including non-commercial access to, use, enjoyment, and benefit of lands, resources, and waterways traditionally used by the Members of the First Nation in the exercise of their aboriginal and treaty rights.
- (3) **“Development Works”** — means those activities which have as their goal the improvement of the social, economic or infrastructural resource base of the First Nation.
- (4) **“Effective Date”** — means the date upon which the parties, upon being duly authorized, enter into, sign, and seal this Agreement.
- (5) **“Elector”** — means an “elector of the First Nation pursuant to the Grand Rapids First Nations Elections Policy.
- (6) **“Incremental Adverse Effects”** — means those direct and indirect Adverse Effects on the Collective Rights and Interests of the First Nation, which are attributable in whole or in part to the Project and are caused by a departure or deviation from the

Post-Project Water Regime attributable to Hydro. Incremental Adverse Effects shall not include any Adverse Effects or Unanticipated Adverse Effects, as defined herein and shall not be considered to exist with respect to the period prior to the Effective Date.

- (7) **“Member”** — means “member” from time to time of the Grand Rapids First Nation pursuant to the Grand Rapids First Nation Citizenship Code.
- (8) **“Post-Project Water Regime”** — means the water regime experienced since the Grand Rapids forebay was filled and the generating station of the Project became operational.
- (9) **“Project”** — means the undertaking commonly known as the Grand Rapids Hydro Electric Generating Station and related works, including, without limiting the generality of the foregoing, the works and operations as described in the Final License from the Provincial Minister of Natural Resources, dated May 30, 1975, herinafter referred to as Schedule “A”.
- (10) **“Restorative Work”** — means those activities and initiatives which are intended to respond to the Adverse Effects either through remedial or mitigative efforts and shall include, without limiting the generality of the foregoing, any activities related to land clearing, community, and agricultural development.
- (11) **“Unanticipated Adverse Effects”** — means those direct and indirect Adverse Effects on the Collective Rights and Interests of the First Nation which are attributable in whole or in part to the Project and are caused by the change from the pre-Project Water Regime to the Post-Project Water Regime, but are either unknown or unanticipated or both and are not discernible with reasonable care and concern based on existing studies and reports and the experience of the First Nation and its Members. Unanticipated Adverse Effects shall not include any Adverse Effects or Incremental Adverse Effects, as defined herein.
- (12) **“Waterway”** — means any river, stream, lake, or wetland on which the water regime is controlled or is modified in any way by the Project.
- (13) **“Water Regime”** — means the levels and flows, including the range thereof, fluctuations thereof, rate of fluctuations thereof, and timing thereof, as experienced throughout the Waterways.

1.02 Interpretation

- (1) Any reference to a statute, regulation, by-law, or other enactment, including by-laws and enactments of the First Nation, shall include and shall be deemed to include a reference to such statute or enactment and to the regulations made pursuant thereto, together with all amendments made thereto and in force from time to time, and any statute, regulation, by-law, or other enactment, including by-laws and enactments of

the First Nation as amended from time to time, which may be passed and which has the effect of supplementing, replacing or superseding a statute, or other enactment so referred to, or the regulations made pursuant thereto, as the same may be amended from time to time;

- (2) Any reference to a person shall include and shall be deemed to be a reference to any person that is the successor to such person;
- (3) The terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer, for greater certainty, to this Agreement and not to any particular article, section, subsection or other portion hereof;
- (4) Words importing the singular shall include the plural and vice versa;
- (5) Words importing one gender only shall include both genders.

Article II — Settlement

2.01 Settlement Amount

Hydro hereby agrees to pay, in full and final satisfaction of any outstanding responsibilities in relation to Adverse Effects, the sum of FIVE MILLION FIFTY THOUSAND (\$5,050,000.00) DOLLARS (hereinafter referred to as the "Settlement Amount") less the credits for advances set out in Section 2.02, to Savino and Company, solicitors for the First Nation, to be held in trust, and released to the First Nation, together with all income accruing, in accordance with and subject to the provisions of this Agreement, and in particular, Sections 2.03 and 2.05 herein.

2.02 Credits for Advances

Hydro shall receive credit for any advances paid to or on behalf of the First Nation in respect of this Agreement and designated as such in writing by Hydro, which credit or credits shall be deducted from the Continuing Trust Monies referred to in Section 2.05 hereof and listed herein as Schedule "B".

2.03 Immediate Use Monies

- (1) From the Settlement Amount the sum of NINE HUNDRED THOUSAND (\$900,000.00) DOLLARS, (hereinafter referred to as the "Immediate Use Monies") shall be released to the First Nation within ten (10) days following the Effective Date at such time as the Agreement is fully executed and effective on behalf of and as against the First Nation and Hydro.
- (2) A portion of the Immediate Use Monies shall be distributed in the form of per capita payments in the amount of, one thousand (\$1000.00) dollars to Members of and over fifty-five (55) years of age and five hundred (\$500.00) dollars to Members of and under fifty-four (54) years of age as of the Effective Date, in such manner and at such date as is in accordance with the Schedule of Distribution attached hereto as Schedule "C", which distribution was agreed to by the Members by majority vote of the Electors at a general meeting with the Chief and Council held on the 10th day of October, 1991.
- (3) The portion of the Immediate Use Monies remaining after distribution of the per capita payments pursuant to Subsection 2.03 (2) shall be used by the Chief and Council of the First Nation as follows:
 - (a) Immediate Community and Economic Development works;
 - (b) For Restorative and Development Works identified by the First Nation;
 - (c) Resource, economic, or infrastructure development initiatives;
 - (d) Reasonable consulting, legal, and administrative costs of the First Nation in respect of the negotiation, settlement and implementation of settlement measures.

2.04 Right to Information in favor of Hydro

Hydro shall have the right as of the Effective Date, and from time to time thereafter, to request from the First Nation any and all information related to the settlement which has been provided to the Members of the First Nation pursuant to a general meeting of the Members.

2.05 Continuing Trust Monies

- (1) Hydro agrees to consent to the release by Savino & Company, solicitors for the First Nation, to the First Nation of the balance of the settlement amount, FOUR MILLION ONE HUNDRED AND FIFTY THOUSAND (\$4,150,000.00) DOLLARS, less the credits for advances as set out in Section 2.02, together with all income which has accrued to the whole of the Settlement Amount (hereinafter referred to as the "Continuing

Trust Monies") within ten (10) days of the date the "Grand Rapids First Nation Development Trust" (hereinafter referred to as the "Trust Indenture") contemplated by the Settlement Agreement has been initialled by Hydro and executed by the First Nation as settlor and the trustees as contemplated by the Settlement Agreement and Trust Indenture.

- (2) The parties hereto shall use their best efforts to agree to a form or forms of Trust Indenture in respect of the Continuing Trust Monies, which Trust Indenture or Indentures shall set out terms and conditions as described in Section 11 of the Settlement Principles agreed to by Hydro and the First Nation as of August 26, 1991, said Section 11 of the Settlement Principles are appended hereto as Schedule "D".
- (3) In the Trust Indenture prepared in accordance herewith, the permitted uses of the income of the Continuing Trust Monies shall be:
 - (a) resource rehabilitation and development measures to support increased viability for traditional and commercial resource pursuits and other resource harvesting;
 - (b) cultural, social support, and/or community development initiatives;
 - (c) business and employment development initiatives;
 - (d) local community infrastructure and housing developments;
 - (e) establishment of a Treaty and Aboriginal rights defence fund;
 - (f) a per capita distribution of all or a part of the yearly income of the Trust on the third year of the trust and thereafter at three year intervals;
 - (g) reasonable consulting, legal, and administrative costs of the First Nation in respect of the negotiation, settlement, and implementation of the Trust Indenture.
- (4) The Trust Indenture shall be deemed to be approved in accordance with this Agreement, once a copy of the same is appended hereto as Schedule "E" and is initialled on the signature page by Hydro and the First Nation.
- (5) The First Nation agrees to provide Hydro with an executed copy of a Trust Indenture certified by the Chief of the first Nation to be a true copy of a Trust Indenture made by the Chief and Council, and approved by the parties, in favour of the trustees named therein in respect of the Continuing Trust Monies.
- (6) Immediately upon receipt of the Continuing Trust Monies, and upon completion of the matters set out in Sections 2.05 (1), 2.05 (2), 2.05 (3) and 2.05 (4) the Chief and Council, for and on behalf of the First Nation shall forthwith settle the full amount of the continuing trust monies on the trustees named in the Trust Indenture which monies are to be held by them in trust with, and subject to, the powers and provisions declared and confirmed in the said Trust Indenture.

- (7) Notwithstanding any other part of Section 2.05, the First Nation shall be deemed not to have approved the said Trust Indenture unless and until it authorizes the Chief and Council to enter into the same and that decision is ratified by a majority of the Electors at a meeting of the Chief and Council with the Members within sixty (60) days of the Effective Date, unless all the parties hereto agree to extend the deadline in writing.
- (8) Notwithstanding anything contained herein, Article IV shall only have force and effect when the form of the Trust indenture is agreed to and approved by the parties hereto in accordance with the terms of this Agreement.
- (9) In the event that the form of the Trust Indenture is not agreed to and approved by the parties hereto in accordance with terms of this Agreement by December 30, 1991, then the Continuing Trust Monies shall be returned to Hydro, and the First Nation shall execute an agreement and Band Council Resolution recognizing the Immediate use Monies as a credit in favour of Hydro in any future settlement, and this Agreement shall be at an end, unless the parties hereto otherwise agree in writing.

Article III — Conditions

3.01 Representations and Warranties of the First Nation

The First Nation represents and warrants to Hydro as follows, and acknowledges and confirms that Hydro is relying on such representation in connection with the completion of this Agreement, that the First Nation shall have on the Effective Date the power and authority to enter into this Agreement and to perform its obligations hereunder.

3.02 Legal Action

The First Nation shall terminate existing legal action initiated by the First Nation against Hydro and Manitoba by way of Statement of Claim in the Court of Queen's Bench of Manitoba, in Winnipeg, on April 29, 1980.

Article IV — Covenants, Acknowledgements and Releases

4.01 Certification

The First Nation, as represented by the Chief and Council, certifies that it has been independently advised by legal counsel and professional advisors of their choice in relation to the drafting and completion of this Agreement.

4.02 Release in Favour of Hydro

In consideration of the payment of the Settlement Amount and other good and valuable consideration provided for in this Agreement, the receipt and sufficiency of which is acknowledged, the First Nation and its Members release and forever discharge Hydro of and from any and all actions, causes of action, or claims whatsoever, which the First Nation or its Members now have or which the First Nation, its successors or assigns, or its Members, their heirs, executors, administrators or assigns, hereafter can, shall or may have for or by reason of any cause, matter or thing whatsoever attributable to the past, present or future Adverse Effects of the Project and including and without limiting the generality of the foregoing any claims for breaches of alleged fiduciary duties against Hydro, save and except those matters expressly said forth in Article 4.05 of this Agreement.

4.03 Acknowledgement in Favour of Hydro

The First Nation and its Members hereby acknowledge that upon payment of the Immediate Use Monies and Continuing Trust Monies, The First Nation and its Members assume absolute responsibility for the disbursement and management of the Settlement Amount in accordance with the provisions of this Agreement and the Grand Rapids First Nation Development Trust, and that Hydro shall not be responsible for the disbursement of monies nor the effectiveness of any measure undertaken by the Chief and Council or the First Nation Trustees. The First Nation and its Members acknowledge that there is no sanction nor warranty, either expressed or implied by Hydro, that the arrangements herein will result in obtaining successfully any of the development purposes of the First Nation or its Members.

4.04 Indemnities in Favour of Hydro

- (1) In consideration of the payment of the Settlement Amount and other good and valuable consideration provided for in this Agreement, the receipt and sufficiency of which is acknowledged, the First Nation and its Members undertake and agree to indemnify

Hydro and to save Hydro harmless in respect of any and all actions, causes of action, claims, demands, losses, damages or expenses of any nature or kind whatsoever arising directly or indirectly with respect to any action which may be taken by Canada against Hydro with respect to the direct payment by Hydro of the Settlement Amount to the First Nation.

- (2) In consideration of the payment of the Settlement Amount and other good and valuable consideration provided for in this Agreement, the receipt and sufficiency of which is acknowledged, the First Nation and its Members undertake and agree to indemnify Hydro and save Hydro harmless in respect of any and all actions, causes of action, claims, demands, losses, damages or expenses of any nature or kind whatsoever in respect of the receipt, investment, management, disbursement or application of the Settlement Amount by the First Nation or the First Nation Trustees or both.
- (3) In consideration of the payment of the Settlement Amount and other good and valuable consideration provided for in this Agreement, the receipt and sufficiency of which is acknowledged, the First Nation and its Members undertake and agree to indemnify Hydro and save Hydro harmless in respect of any and all actions, causes of action, claims, demands, losses, damages or expenses of any nature or kind whatsoever caused by or attributable to the past, present or future Adverse Effects of the Project, save and except as expressly set forth in Article 4.05 of the Agreement.

4.05 Exceptions to Covenants and Releases

- (1) It is understood and agreed that, by the terms of this Agreement, neither the First Nation nor its Members nor both, waive or release Hydro, notwithstanding any other provision of the Agreement herein, and in particular Sections 4.01, 4.02, 4.03 and 4.04, of or from liability for the following:
 - (a) Personal injury and death, past and future, attributable to the Project;
 - (b) Incremental Adverse Effects of the Project;
 - (c) Unanticipated Adverse Effects of the Project.

4.06 No Precedent and No Admission of Liability

- (1) It is expressly understood and agreed by the parties hereto that the terms and conditions contained in this Agreement shall not constitute a precedent among the parties and that the parties have entered into this Agreement without admission as to liability and on a without prejudice basis to this or any other dispute.
- (2) Neither the payment of the Settlement Amount nor the entering into of this Agreement, shall be construed in any way as an admission of liability by Hydro.

Article V — Manitoba and Canada

5.01 Release and Indemnification of Manitoba

- (1) The First Nation and its Members hereby release and forever discharge Manitoba of and from any and all actions, causes of action, or claims whatsoever, which the First Nation or its Members now have or which the First Nation, its successors or assigns, or its Members, their heirs, executors, administrators or assigns, hereafter can, shall or may have for or by reason of any cause, matter or thing whatsoever attributable to the past, present, or future Adverse Effects, excepting those effects and those issues set out in Section 5.02, for which Manitoba may be liable notwithstanding that the Settlement Amount and other good and valuable considerations under this Agreement do not constitute an accord and satisfaction with respect to loss and damage suffered by the First Nation and its Members in relation to Adverse Effects.
- (2) The First Nation and its Members undertake and agree to indemnify Manitoba and to save Manitoba harmless in respect of any and all actions, causes of action, claims, demands, losses, damages or expenses of any nature or kind, whatsoever arising directly or indirectly with respect to any action which may be taken by Canada against Manitoba with respect to the direct payment by Hydro of the Settlement Amount to the First Nation.
- (3) The First Nation and its Members undertake and agree to indemnify Manitoba and save Manitoba harmless in respect of any and all actions, causes of action, claims, demands, losses, damages, or expenses of any nature or kind whatsoever caused by or attributable to the past, present or future Adverse Effects of the Project, except with regard to those effects and issues set out in Section 5.02.

5.02 Continuing Responsibilities of Manitoba

For greater certainty, notwithstanding anything contained herein and, in particular, Sections 5.01(1), 5.01(2), and 5.01(3) hereof, the parties agree that nothing herein shall extend to, or effect or constitute a remission, release, acquittance, or in any way prejudice or affect any actions, proceedings, remedy, claim or demand which the First Nation, and its Members, or any of them, may now or at any time hereafter bring, take, enforce, make or have against Manitoba, in respect of:

- (1) The breach of any fiduciary duties of Manitoba in relation to the planning and development of the Project;
- (2) Past and Future management of resources relating to The Grand Rapids First Nation, including, but not limited to the management of wildlife and fish and other natural resources;

- (3) Manitoba's past, present, and future obligations and role in the implementation of the provisions of Treaty #5.

5.03 Responsibilities of Canada

- (1) The parties agree that nothing herein shall extend to or effect or constitute a remission, release, acquittance or discharge of Canada, or in any way prejudice or affect any action, proceeding, remedy, claim or demand which the First Nation, and its Members, or any of them, may now or at any time hereafter bring, take, enforce, make or have against Canada in respect of any fiduciary or treaty obligations or any other outstanding responsibilities for which Canada is liable.
- (2) The parties agree that nothing herein contained shall extend to or affect or act to prevent or hinder Hydro from seeking or enforcing indemnification or contribution, or both from Canada for or by reason of the consideration paid and delivered by Hydro to the First Nation as provided herein.

Article VI — Post Project Review

6.01 Water Regime Review and Consultation Committee

- (1) Hydro and the First Nation agree to establish, within three months of the effective date, a Water Regime Review and Consultation Committee, hereinafter called the "Committee" through which the parties agree to undertake a process of genuine and detailed consultation in respect of proposed significant modifications to the Project, alterations of the Water Regime, applications to significantly amend the License, and potential employment and training opportunities, and in particular, the Committee shall:
 - (a) Review the Water Regime data collected in the preceding twelve months;
 - (b) Review information pertaining to significant modifications to the Project, alterations to the Water Regime, Incremental Adverse Effects and Unanticipated Adverse Effects;
 - (c) Make recommendations to Hydro and the First Nation regarding the resolution of disputes and the need for review of issues and concerns arising from material changes in the Water Regime resulting from the operation of the Project by Hydro.

- (2) The Committee shall be comprised of two representatives of the First Nation and two representatives of Hydro, with a chair to be chosen from the Committee, said chair to alternate annually between Hydro and the First Nation. The Committee shall meet at least once per year, or as requested in writing on thirty (30) days notice by either party, and shall develop recommendations by consensus of the representatives appointed to the Committee.
- (3) Hydro agrees to provide, at least thirty (30) days in advance of the annual meetings of the Committee, any reports and Water Regime data accumulated by Hydro in the normal course of its operations as same relates to the operation of the Project, and further, Hydro agrees to provide in a timely manner, such other relevant data as may reasonably be required by the Committee and available to Hydro in the normal course of operations.
- (4) Hydro shall pay the reasonable costs of the Committee including the reasonable costs of the representatives of the First Nation to attend meetings of the Committee.
- (5) In the event the First Nation requires funding in order to obtain technical advice to fulfill its role as a member of the Committee, the First Nation agrees to submit a funding request to the Committee in writing, outlining the nature and scope of advice required and anticipated costs of obtaining such advice. The Committee shall, on receipt of such request review same, either by way of meeting or through telephone conference call, and if agreeable, shall within twenty (20) working days of receipt of such request, make a binding recommendation to Hydro.

Article VII — Arbitration

7.01 Optional Arbitration

If at any time a dispute, difference, or question arises among the parties hereto concerning any question relating to this Agreement, the rights or liabilities of any of the parties hereto, or any other dispute involving either the interpretation of this Agreement or anything contained herein, then if agreed to by the parties to the dispute, difference or question, the matter shall be referred to arbitration, failing which the parties shall be entitled to pursue any other remedies they may have at law. In the event that the matter is submitted to arbitration, it shall be referred to a single arbitrator if acceptable to the the parties to the dispute, difference or question within seven (7) days of the notice of desire for arbitration being served. In the event that the parties to the dispute, difference or question cannot

agree upon a single arbitrator then, after the expiry of such seven (7) day period, any one of the parties to the arbitration may apply to a Chief Justice of Manitoba to appoint an arbitrator to determine the matter in dispute. The decision arrived at by the arbitrator shall be binding upon all the parties to the arbitration and no appeal shall lie therefrom except on questions of law or jurisdiction. The provisions of this section shall be deemed to be a submission to arbitration within the provision of *The Arbitration Act* (Manitoba) and any statutory modification or re-enactment thereof, unless the parties agree to opt out of such legislation in whole or in part. Costs of any such arbitration shall be borne by Hydro.

Article VIII — Provisions of General Application

8.01 Aboriginal and Treaty Rights

Nothing in this agreement, including the preamble or schedules to this Agreement, shall be considered to infringe, abrogate, or extinguish any treaty or aboriginal rights recognized and affirmed in the *Constitution Act 1982*, nor shall any part of this agreement be deemed to waive, abandon, or surrender any such right. For greater certainty, nothing in this agreement shall be construed so as to in any way diminish or derogate the aboriginal, treaty, constitutional, or other related rights of the Grand Rapids First Nation and its Members, including, inter alia, the rights of the First Nation and its Members under Treaty #5.

8.02 Governing Law

This Agreement and the rights, duties, and obligations of the parties as herein set forth, shall be construed and governed by, and settled and determined in accordance with the laws of the Province of Manitoba.

8.03 Entire Agreement

This Agreement contains and constitutes the entire Agreement between the parties hereto in respect of the subject matter hereof and supersedes any and all earlier agreements, whether written or oral. This Agreement may be altered and amended only by further written agreement of the parties.

8.04 Severability

The parties to this Agreement covenant and agree that in case any one or more of the provisions contained in this Agreement, shall, for any reason, be held to be, in whole or in part, invalid, illegal, or unenforceable in any respect, such invalidity, illegality or

unenforceability shall not affect any other provision of this Agreement or other remaining part of any provision hereof, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

8.05 Further Assurances

Each of the parties hereto agrees to make, do, and/or execute or cause to be made, done and/or executed, all such further and other things, acts, deeds, documents, conveyances, agreements, instruments, and assurances as may be necessary or reasonably required to carry out the express language, spirit and intent of this Agreement fully and effectually.

8.06 Waiver

No waiver by any party hereto of any breach of any covenants, provisions, conditions or stipulations hereunder contained, whether express or implied, or negative or positive in form, by any party hereto, shall have any effect or be binding upon such party unless the same shall be in writing under the authority of such party. Any waiver shall extend only to the particular breach so waived and shall not limit or affect any of the parties hereto with respect to any other future breach.

8.07 Enurement and Assignment

This Agreement shall enure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns. For greater certainty, the First Nation shall not be entitled to assign this Agreement without the permission of Hydro first being sought and obtained.

8.08 Time of Essence

Time shall be of the essence hereof.

8.09 Preamble and Schedule

The preamble and any schedules attached to or to be attached hereto shall be integral parts hereof.

8.10 Instrument under Seal

This agreement is intended to take effect as a document under seal.

IN WITNESS WHEREOF the parties hereto have caused the Agreement to be executed the day and year first above written.

In the presence of:

GRAND RAPIDS FIRST NATION

Archie Scott

[Signature]
HAROLD TURNER, CHIEF

Bladys Dent

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Councillor

Bladys Dent

[Signature]
Councillor

Bladys Dent

[Signature]
Councillor

Walter Salter
Bill Beard
Sam Chartier
James Turner

THE MANITOBA HYDRO ELECTRIC BOARD

Per: [Signature]

Per: [Signature]

Province of Manitoba
Department of Mines, Resources and Environmental Management
Final Licence for the Development of Water Power

Grand Rapids Site, Saskatchewan River

Issued in accordance with the provisions of the Water Power Act, Chapter W70, Revised Statutes of Manitoba, 1970, and amendments, and of the Regulations in force thereunder to govern the mode of granting and administering Provincial water-power rights.

WHEREAS Manitoba Hydro, a corporation duly incorporated by Act of the Legislature of the Province of Manitoba and whose head office address is Box 815, Winnipeg, Manitoba, (hereinafter called "the Licensee") by Interim Licence dated June 3, 1964, issued in accordance with the provisions of the Water Power Act, R.S.M. 1954, Cap. 288 and the Water Power Regulations, being Manitoba Regulation 95/45 and all amendments thereto (hereinafter called the Regulations) was granted the right to impound, divert and use waters of the Saskatchewan River at and near the Grand Rapids site; to develop electric power and energy from the said waters; to generate, transmit, distribute, sell and deliver the said electric power and energy and for that purpose to use and occupy certain lands of the Province; and to construct, operate and maintain the undertaking, the location and description of which is shown upon record plans filed with the Director General, Water Resources Branch (Director, Water Resources Branch, hereinafter called "the Director"), at Winnipeg; and,

WHEREAS under the authority of the said Interim Licence the Licensee completed its initial power development at the Grand Rapids site as of January 2, 1965, including the construction of three main turbines and all necessary machinery and equipment for the development, generation, transformation and transmission of electric power amounting to four hundred and fifty thousand (450,000) horsepower, measured on the turbine shaft; and,

WHEREAS the Licensee, by Supplementary Interim Licence dated January 4, 1968 issued in accordance with the provisions of the Water Power Act, R.S.M. 1954, Cap. 288 and Section 39 of the Regulations was granted the right to construct, operate and maintain a fourth main turbine at the Grand Rapids site to supplement the then existing three main turbines, along with other machinery and equipment for the development, generation, transformation and transmission of additional electric power amounting to one hundred and fifty thousand (150,000) horsepower, measured on the turbine shaft, the location and description of which are shown upon record plans numbered and filed in the office of the Director at Winnipeg; and,

WHEREAS the Licensee, by letter of August 6, 1969, signed by J.F. Funnell, General Counsel and Secretary, notified the Director that it completed its supplementary initial power development at the Grand Rapids site as of November 13, 1968, including the construction of a fourth main turbine and all necessary machinery and equipment for the development, generation, transformation and transmission of additional electric power amounting to one hundred and fifty thousand (150,000) horsepower, measured on the turbine shaft; and,

WHEREAS the Licensee has done all things which in the opinion of the Director are required to be done prior to the issuance of a Final Licence for the Grand Rapids Development; and,

WHEREAS the Licensee has fully complied with the requirements of the Regulations and the terms and conditions of said Interim and Supplementary Interim Licences insofar as it is required for the issue to the said Licensee of this Final Licence; and,

WHEREAS the Licensee has duly executed an acceptance of the terms and conditions of this Final Licence and has undertaken to observe and fulfill all the terms and conditions which under this Final Licence and under the Regulations and all amendments thereto as may be made from time to time, the said Licensee is required to observe or fulfill;

NOW THEREFORE, under authority of and subject to the provisions of the Water Power Act, R.S.M. 1970, Cap. W70 (herein after called "the Act") and the Regulations, this Final Licence is issued, granting to the Licensee:

- (a) The right to impound, divert and use waters of the Saskatchewan River at and near the Grand Rapids site,
- (b) The right to develop electric power and energy from the said waters,
- (c) The right to generate, transmit, distribute, sell and deliver the said electric power and energy and for that purpose to use and occupy the lands of the Province hereinafter described, and
- (d) The right to construct, operate and maintain the undertaking, the location and description of which is shown upon the record plans numbered and filed in the office of the Director at Winnipeg.

Subject, nevertheless, to the provisions of the Regulations and of any other regulations now or hereinafter in force governing the granting or administering of Provincial water-powers and the lands required in connection with the development and use thereof, and to the following special terms and conditions, namely:

1. The Licensee may divert and use continuously for the development of power at the said Grand Rapids site all the water of the Saskatchewan River which may be flowing at the said site from time to time during the term of this Final Licence, subject, however, to the provisions of Section 72 of the Regulations.

2. The undertaking authorized to be maintained and operated by the Licensee under this Final Licence shall comprise the following:

The necessary earth dykes and control structures closing in the natural ground contours to retain the water in the area which the Licensee has the right to flood; a regulatory spillway forming part of the reservoir perimeter, located across the natural channel of the Saskatchewan River above the former rapids and constructed of reinforced concrete with electrically operated steel spillway gates capable of discharging 140,000 c.f.s.; a concrete intake structure for the regulation of water entering the penstocks located immediately above and approximately 138 feet ahead of the powerhouse, with trash racks, steel head gates and stop-logs, four steel tubular penstocks encased in reinforced concrete, each 29 feet in diameter and one steel tubular penstock encased in reinforced concrete, 5 feet 8 inches in diameter, to channel water from the forebay to the powerhouse turbine runners; a concrete and steel clad powerhouse with four main turbines, each of 150,000 horsepower capacity, and one house unit turbine of approximately 2,240 horsepower capacity; a switch yard; transmission lines to a terminal station in the vicinity of Rosser Road, north of Winnipeg; and all plant machinery and equipment requisite for the complete development, generation, transformation and transmission of the power economically available at such site, together with such other approved works as have been constructed for purposes of the undertaking, all as shown by plans and descriptions thereof filed in the office of the said Director at Winnipeg.

3. The plans filed by the Licensee in the office of the Director at Winnipeg and make a part of this Final Licence are as follows:

Manitoba Water Resources Branch File Number	Licensee's File Number	Description
71-2-3014	Plate II	Intake and Powerhouse Section through Main Unit
71-2-1069	826-D-1021	General Arrangement of Structures Contract A
71-2-3015	826-D-2044 (Rev. 0)	Spillway Plan, Elevation and Sections General Arrangement
71-2-3005	826-C-4015 (Rev. 2)	Powerhouse South Elevation and Section through Future Unit General Arrangement
71-2-3006	826-C-4021 (Rev. 1)	Powerhouse Cross Section at C.L. of Main Units General Arrangement
71-2-3007	826-C-4026 (Sht.1) (Rev.2)	Powerhouse Longitudinal Section Unit No. 1 and 2 — Service Area General Arrangement
71-2-3008	826-C-4026 (Sht.2) (Rev.2)	Powerhouse Longitudinal Section Unit 3 General Arrangement
71-2-3009	826-C-4236 (Rev. 2)	Powerhouse General Arrangement at Generator and Turbine Floors
71-2-3010	826-C-4237 (Rev. 1)	Powerhouse General Arrangement at Scroll Case and Draft Tubes

Manitoba Water Resources Branch File Number	Licensee's File Number	Description
71-2-3011	826-C-4238 (Rev. 2)	Powerhouse General Arrangement Sections at Units
71-2-3012	826-C-4239 (Rev. 2)	Powerhouse General Arrangement Sections
71-2-3013	826-C-4240 (Rev. 1)	Powerhouse General Arrangement Exterior Elevations
71-2-3016	826-D-3003 (Sht.1) (Rev.0)	Intake Plan at Elevation 852.0 General Arrangement
71-2-3017	826-D-3003 (Sht.2) (Rev.0)	Intake Plan of Gallery and Access Tunnel General Arrangement
71-2-3018	826-D-3003 (Sht.3) (Rev.0)	Intake etc., General Arrangement.
71-2-3019	826-D-3003 (Rev. 0)	Intake Cross Sections General Arrangements
71-2-1070	826-D-5000 (Rev. 4)	Dyke No. 1 North
71-2-1071	826-D-5002 (Rev. 1)	Dyke No. 2 North
71-2-1072	826-D-5004 (Rev. 6)	Dyke No. 1 South
71-2-1074	826-D-5014 (Rev. 1)	Dyke No. 2 South
71-2-1075	826-D-5016 (Sht.1) (Rev.2)	Dyke No. 2 South at Spillway
71-2-1076	826-D-5016 (Sht.2) (Rev.3)	Dyke No. 2 South at Spillway
71-2-1077	826-D-5017 (Rev. 3)	Dykes No. 3 and 3A South
71-2-1078	826-D-5019 (Rev. 0)	Dyke No. 4 South
71-2-1079	826-D-5021 (Rev. 3)	Dyke No. C.L. 6
71-2-1073	826-D-5006 (Rev. 0)	Geology Surface Depressions Summary
71-2-1056	112-D-114	Plan Showing location of works and reservoir area

Manitoba Water Resources Branch File Number	Licensee's File Number	Description
71-2-1066	0112-D-4002 (Rev. 3)	Moose Lake Narrows Control Structure General arrangement of control structures and details of dyke
71-2-3003	0112-D-4001 (Rev. 0)	Moose Lake Narrows Control Structure General location and condition of site
71-2-3003	0112-D-4002 (Rev. 0)	Moose Lake Narrows Control Structure General arrangement of control structures and details of dykes
71-2-3003	0112-B-4102 (Rev. 0)	Moose Lake Narrows Control Structure Reinforcing schedule
71-2-3003	0112-B-4802 (Rev. 0)	Moose Lake Narrows Control Structure Sluiceway stoplogs and hardware details
71-2-3003	0112-C-4801 (Rev. 0)	Moose Lake Narrows Control Structure Timber deck
71-2-3003	0112-D-4101 (Rev. 0)	Moose Lake Narrows Control Structure Sluiceway piers conc. and reinforcing details
71-2-3003	0112-D-4102 (Rev. 0)	Moose Lake Narrows Control Structure Sluiceway and piers and wingwalls conc. and reinforcing details
71-2-3003	0112-D-4701 (Rev. 0)	Moose Lake Narrows Control Structure Sluiceway — stoplog hoist
71-2-3004	0112-C-4003 (Rev. 0)	Red Earth Lake Control Structure — General location and condition of site
71-2-3004	0112-D-4004 (Rev. 0)	Red Earth Lake Control Structure — General arrangement of control structure and details of dykes
71-2-3004	0112-E-4803 (Rev. 0)	Red Earth Lake Control Structure — Timber sluiceway arrangement and details
71-2-1063		Grand Rapids Project — Water Power Reserve
71-2-1059		Map showing Severance Line
71-2-1086	0112-R-0245 (Rev. 0)	Map showing Severance Line
71-2-1058		Map showing lands required for flooding and other purposes
71-2-3004	0112-D-4004 (Rev. 0)	Red Earth Lake Control Structure — General arrangement of control structure and details of dykes

Manitoba Water Resources Branch File Number	Licensee's File Number	Description
71-2-3004	0112-E-4803 (Rev. 0)	Red Earth Lake Control Structure — Timber sluiceway arrangement and details
71-2-1063		Grand Rapids Project — Water Power Reserve
71-2-1059		Map showing Severance Line
71-2-1086	0112-R-0245 (Rev. 0)	Map showing Severance Line
71-2-1058		Map showing lands required for flooding and other purposes
71-2-1087	0112-R-0246 (Rev. 0)	Map showing lands required for flooding and other purposes
71-2-1089	0112-D-0243 (Sht.1) (Rev.0)	Moose Narrows Control Structure
71-2-1089	0112-D-0243 (Sht.2) (Rev.0)	Moose Narrows Control Structure
71-2-1088	0112-C-0244 (Rev. 0)	Red Earth Control Structure
71-2-1090	0112-E-0242 (Sht.1) (Rev.0)	Cross-Lake — Dykes 1 to 6
71-2-1090	0112-E-0242 (Sht.2) (Rev.0)	Cross Lake — Dykes 1 to 6
71-2-1085	0112-R-0241 (Sht.1) (Rev.0)	General Arrangement
71-2-1085	0112-R-0241 (Sht.2) (Rev.0)	General Arrangement
71-2-1091	0112-D-0262	General Plan — Ducks Unlimited One Man Area
71-2-1091	0112-D-0263	Detail Plan — Ducks Unlimited One Man Area

4. Lands of the Province which may be entered upon, used or occupied for the maintenance and operation of the said undertaking shall be the following:

(a) **Lands of the Province not covered by water required for main diverting works, powerhouses, etc.**

All those parts of the following Townships not covered by water, as shown outlined in green on Record Plans Nos. 71-2-1085, 71-2-1088, 71-2-1089, 71-2-1090 and 71-2-1091, filed in the office of the Director at Winnipeg:

- (i) Township 48 of Range 13;
- (ii) Townships 47, 48, 49 and 50 of Range 14;

- (iii) Township 57 of Range 19;
- (iv) Township 54 of Range 22;
- (v) Township 54 of Range 23;

all of the above mentioned Ranges being situated West of the Principal Meridian in Manitoba.

(b) Lands of the Province covered by water required for main diverting works, powerhouses, etc.

All those parts of the following Townships covered by water as shown outlined in red on Record Plans Nos. 71-2-1089, 71-2-1088 and 71-2-1085, filed in the office of the Director at Winnipeg:

- (i) Township 48 of Range 13;
- (ii) Township 57 of Range 19;
- (iii) Township 54 of Range 22;

all of the above mentioned Ranges being situated West of the Principal Meridian in Manitoba.

(c) Lands of the Province required only to be flooded in connection with the storage or pondage of water

All those portions of the following Townships shown outlined on Record Plans Nos. 71-2-1058 and 71-2-1087, filed in the office of the Director at Winnipeg, excepting thereout all those lands heretofore described as required for works:

- (i) Townships 48 and 50 of Range 13;
- (ii) Townships 47 to 51, inclusive, of Range 14;
- (iii) Townships 47 to 50, inclusive, and 57 and 58, of Range 15;
- (iv) Townships 47 to 50, inclusive, 52, and 55 to 58, inclusive, of Range 16;
- (v) Townships 47 to 52, inclusive, and 55 to 57, inclusive, of Range 17;
- (vi) Townships 47 to 57, inclusive, of Range 18;
- (vii) Townships 48 to 57, inclusive, of Range 19;
- (viii) Townships 48 to 56, inclusive, of Range 20;
- (ix) Townships 49 to 56, inclusive, of Range 21;
- (x) Townships 49 to 55, inclusive, of Range 22;
- (xi) Townships 50 to 54, inclusive, of Range 23;
- (xii) Townships 51 to 55, inclusive, of Range 24;
- (xiii) Townships 51 to 55, inclusive, of Range 25;
- (xiv) Townships 52 to 54, inclusive, of Range 26;

all of the above mentioned Ranges being situated West of the Principal Meridian in Manitoba.

5. The Licensee shall not raise the headwater of its development to an elevation higher than 842.0. A higher elevation may be created only with prior written permission by the Director and in accordance with Section 72 of the Regulations.

6. (a) The Licensee shall take such measures and precautions as may be necessary to prevent the flooding of any land, other than the area which the Licensee is granted the right to flood by Article 4(c) hereof, resulting from the overflow or seepage of water caused by the existence and operation of the said undertaking.
 - (b) The Licensee shall not be responsible for flooding caused by the overflow or seepage of water, nor for the prevention of overflow or seepage of water, northerly from that portion of the Summerberry River lying west of the Red Earth control structure described in Article 7(b) hereof, into the area created as a power reserve by Order-in-Council 1419/65, due to river stages higher than those stages resulting from a flow, measured at The Pas, of 86,000 c.f.s. coinciding with a forebay elevation of 842.
 - (c) The Licensee shall, however, at all times be responsible for any damage which may occur to the dyke and control structures described in Article 7(b) and (c) hereof whether resulting from overflow or seepage of water or from any other cause whatsoever.
7. For the purpose of confining Saskatchewan River flows of 86,000 c.f.s. and less, measured at The Pas, when coinciding with a forebay elevation of 842, within the area to which the Licensee by this Final Licence is granted the rights to flood, and thus to afford protection to the aforesaid power reserve, the Licensee shall construct, operate and maintain the following water control works, namely:
 - (a) A control structure at Moose Lake Narrows in Township 57, Range 19, W.P.M. in Manitoba, which will comprise a combined rock and compacted earth fill dam and reinforced concrete spillway, having a combined overall length of approximately 2,100 feet and a crest width of 23.5 feet at elevation 848. The spillway shall consist of eight openings, each 12 feet wide, with an invert elevation of 835. Each spillway opening shall be controlled by timber stop-logs handled by a mechanically operated spud hoist. A creosoted timber deck 17.5 feet wide shall span the spillway piers to accommodate a five-ton load.
 - (b) A control structure at Red Earth Lake in Township 54, Range 22 W.P.M. in Manitoba, and a dyke westerly therefrom and lying to the north of the Summerberry River. Said structure shall be located across a creek bed and constructed with framed timber supported by timber piles to provide four spillway openings each nine feet wide with an invert elevation of 839. Each spillway opening shall be controlled manually by timber stop-logs. Earth-filled timber sheeted abutments having crest elevations of 847 shall be provided adjacent to each bank of said creek. The northerly abutment shall be connected to the natural ground level at the 847 foot contour with a dyke running in a northerly direction for approximately 250 feet and having a crest elevation of 847. The southerly abutment shall be connected to a dyke which shall extend southerly from this abutment, having a crest elevation of 847 and continuing at said crest elevation for a distance of approximately one-quarter of a mile to the northerly bank of the Summerberry River. From the junction of the said dyke and the northerly bank of the Summerberry River, in an upstream direction, further dyking shall be provided wherever the northerly bank of the Summerberry River is lower than the water surface profile created by a flow of 86,000 c.f.s., measured at The Pas, coinciding with a forebay elevation of 842, up to the intersection of the Saskatchewan River and thence further

along the northerly bank of the Saskatchewan River up to its intersection with the north boundary of Township 55, Range 25 W.P.M. in Manitoba. The elevation of the top of the aforesaid dyking, except for the dyke from the said southerly abutment to the said northerly bank of the Summerberry River, and except as noted in Article 7(c) hereof, shall be equal to or higher, where deemed necessary by the Licensee, than the aforesaid profile.

- (c) A control structure and channel in Section 17, Township 54, Range 23 W.P.M. in Manitoba. Said channel shall drain water from the North into the Summerberry River, and shall be 800 feet in length, have a bottom width of 22 feet, with walls sloping at 1.5 to 1, and an outlet end invert elevation, at the Summerberry River, of 840.39. Said control structure shall be located 150 feet upstream of the outlet of this channel and shall consist of an earth fill dam having a crest length of 100 feet and a crest width of 15 feet at elevation 849.5 and connected to the natural ground elevation of 849.1. The water flow shall be controlled by means of manually operated slide gates on the north ends of each of four 36 inch diameter corrugated metal pipes, 72 feet in length, passing through the dam, and having an inlet invert elevation of 840.7 and an outlet invert elevation of 840.41.
8. If at any time during the period of this licence the aforesaid power reserve is partially or wholly removed to enable the land affected thereby to be developed for other purposes, the Licensee shall not be responsible nor held liable for the construction of additional flood protection works along the north side of the Summerberry River west of the Red Earth control structure, as may then be considered necessary to facilitate such development, and following completion of construction of such works by some other authority, the Licensee shall, upon the written approval of the Minister be relieved of its responsibility thereafter for the maintenance and operation of the water control structures and dykes described in Article 9(b) and (c) hereof.
9. At all times during the period of this Final Licence, except as provided in Article 8 hereof, the Licensee shall be primarily responsible for the operation and maintenance of the works described in Article 7 hereof and shall have the right to enter into written agreements with any other responsible agency or agencies, including a Department or Departments of Government, whereby such agency or agencies would agree to assume all or a portion of financial, administrative and/or operating responsibilities; subject, however, in each proposed agreement, to the prior written approval of the Director.
10. In accordance with Section 45 of the Regulations, the term of this Final Licence shall be fifty (50) years from and after the second day of January, A.D., 1965, and the said term shall thereafter be subject to renewal or extension in accordance with the provisions of the laws and Regulations relating thereto and then in force.
11. The Licensee shall pay annually, in arrears, a rental during the term of the Final Licence for the use of water for the development of power, determined in accordance with the principles set out in Section 48 of the Regulations in force or as may be amended in the future, and payable at the times and in the manner therein provided, and at the following rates:
- (a) The rentals in the first 20 years of the term of this Licence shall be the greater of:

- (i) an annual rental of fifty (50) cents per installed horsepower;
- (ii) an annual rental of one dollar and twenty-five cents (\$1.25) per horsepower year output.

(b) The annual rental to be paid after the expiry of the said twenty (20) year period shall be determined as provided in the regulations in force at such time.

The Licensee shall, on or before the first day of March in each year following any calendar year for which water rental is payable, submit all data required by the Director for the determination of its rental for the preceding calendar year. The Director shall thereupon prepare and submit to the Licensee a statement of the rental due. Payment shall be made within sixty (60) days of submission of the said statements; otherwise the penalties provided in Subsections (4) and (6) inclusive of Section 48 of the Regulations shall apply.

12. The Licensee shall, during that portion of the term of this Final Licence following the date of issuance thereof, pay annually in advance on the second day of January in each year an annual rental amounting to \$95,000.00 for the use, occupation and flooding of lands of the Province described in Article 4 hereof.
13. The Severance Line as defined in Section 1 of the Regulations shall be as shown upon Record Plans Nos. 71-2-1059 and 71-2-1086 on file in the office of the Director.
14. All record plans filed with the Director and referred to in this Final Licence are incorporated herewith and made a part hereof.
15. This Licence is issued upon the express condition that it shall be subject to the provisions of the Regulations and all amendments thereto as may be made from time to time.
16. All elevations mentioned herein are in feet above mean sea level, Canadian Geodetic Datum, 1929 adjustment.

Issued at Winnipeg this 30th day of May A.D. 1975 at the direction of the Honourable Minister of Mines, Resources and Environmental Management.


Minister

Schedule B

**Costs Paid on Behalf of Grand Rapids First Nation
By Manitoba Hydro
and Deducted from Principal Amount**

Date	Amount	Description
91 08 21	\$ 1,845.00	Grand Rapids First Nation Travel Expenses
91 08 01	\$ 1,762.00	Grand Rapids First Nation Travel Expenses
91 07 24	\$1,230.00	Grand Rapids First Nation Travel Expenses
90 12 04	\$7,711.46	Represents 1/2 of:
		Consultant Expense \$6,000.00
		Band Costs \$5,140.00
		Byers Casgrain \$4,282.71
90 11 02	\$ 781.00	Grand Rapids First Nation Travel Expenses
90 09 26	\$ 506.85	Grand Rapids First Nation Travel Expenses & Consultant
90 08 07	\$1,191.30	Grand Rapids First Nation Travel Expenses

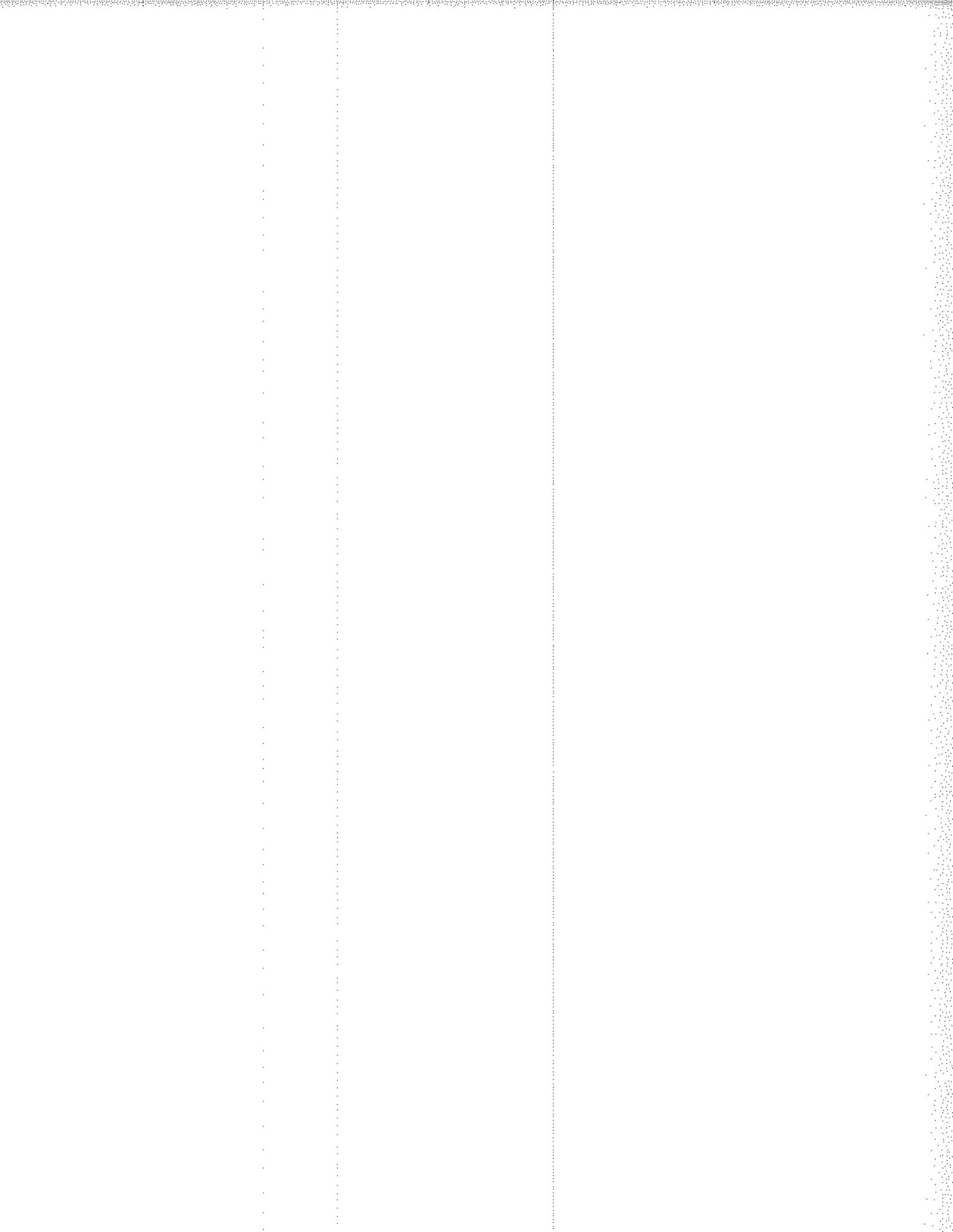
Schedule C

Schedule of Distribution

A Membership List for The Grand Rapids First Nation, which is **not** attached to this copy of the Agreement, shows all Band Members of whom The Grand Rapids First Nation is aware, who are scheduled to receive a per capita payment as per clause 2.03 of the Agreement.

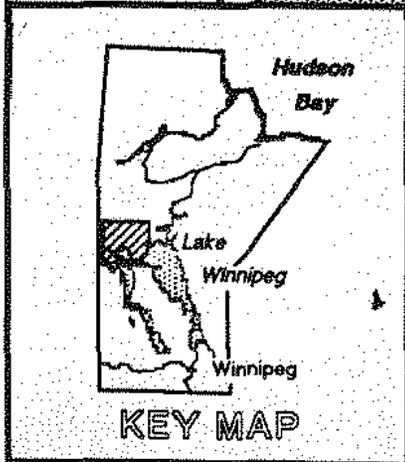
Schedule D

11. In the event a Trust Indenture is chosen as an appropriate instrument for administering settlement monies, the terms and conditions of the indenture shall set out:
 - a) That Manitoba Hydro has no liability with respect to the purposes and uses of the settlement monies provided, and will be provided an Associated Release and Indemnity by Grand Rapids First Nation.
 - b) Compliance with the provisions of The Trustee Act.
 - c) The number, term, selection process, authority and responsibility of Band trustees and a corporate trustee.
 - d) A process for resolving disputes between the First Nation Council and First Nation trustees regarding the disposition of trust assets.
 - e) A process for ensuring trustees disclose their personal interest or concern in matters related to the Trust.
 - f) The location of the Head Office of the Trust.
 - g) The portion of monies available for use annually from the Trust.
 - h) Procedures for encroaching upon the capital of the Trust in order to respond to local needs and opportunities.
 - i) The authority to assign or give as security the capital in the Trust.
 - j) Procedures for making authorized payments from the Trust and accounting for the use of the payments.
 - k) A financial accounting and reporting system.
 - l) A procedure for changing the terms and conditions of the Trust.





N.T.S.



- Legend**
- - Control Structure
 - ▨ - Indian Reserve
 - - Community

Grand Rapids Project Area

Available in accessible formats upon request.