

SEAWAY CLAIM SETTLEMENT AGREEMENT

BETWEEN:

THE MOHAWKS OF AKWESASNE, as represented by the Mohawk Council of Akwesasne

(hereinafter, "MCA")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Crown-Indigenous Relations and the Minister of Transport

(hereinafter, "Canada")

and

THE FEDERAL BRIDGE CORPORATION LIMITED, as represented by its Chief Executive Officer

(hereinafter, "FBCL")

and

THE SEAWAY INTERNATIONAL BRIDGE CORPORATION LTD., as represented by its President and Chief Executive Officer

(hereinafter, "SIBC")

Collectively, the Mohawks of Akwesasne, Canada, The Federal Bridge Corporation Limited and The Seaway International Bridge Corporation, Ltd. shall be referred to as the "Parties",

WHEREAS

- A. The Mohawks of Akwesasne filed a claim against Canada and the St. Lawrence Seaway Authority in the Federal Court in 1976 under Court File No. T-2210-76 in relation to, among other things, the expropriation of parts of the Akwesasne reserve for the construction of the St. Lawrence Seaway, the Seaway International Bridge crossing and other related matters;
- B. In 1998, the Governor in Council dissolved the St. Lawrence Seaway Authority. The Federal Bridge Corporation Limited (hereinafter "FBCL") was incorporated and became the parent federal agent Crown corporation which is the custodian of the Canadian portion of the Seaway International Bridge. The Seaway International Bridge Corporation, Ltd. (hereinafter "SIBC"), a subsidiary of FBCL and also an agent Crown corporation, is the operator of the bridge on behalf of FBCL and the American partner. In 2000, the Mohawks of Akwesasne added FBCL and SIBC as defendants in the Seaway Proceedings;
- C. The Mohawk Council of Akwesasne (hereinafter, "MCA") is the community government of the Mohawks of Akwesasne, comprised of a Grand Chief and twelve District Chiefs elected under the Akwesasne Election Law. The MCA is duly authorized to act in respect of this matter on behalf of the Mohawks of Akwesasne;
- D. The Parties agree that Aboriginal claims, such as those asserted in the Seaway Claim, should be addressed and resolved in the spirit of reconciliation;

- E. In December 2015, representatives of the MCA and Canada entered into without prejudice discussions leading to a determination by the Parties that a negotiated resolution of the Seaway Claim was possible;
- F. The Board of Directors of FBCL has approved the terms and conditions of this Settlement Agreement in so far as they relate to FBCL and has authorized its Chief Executive Officer to execute this Agreement;
- G. The Board of Directors of SIBC has approved the terms and conditions of this Settlement Agreement in so far as they relate to SIBC and has authorized its President and Chief Executive Officer to execute this Agreement, and
- H. The Parties enter into this Settlement Agreement with the intention of fostering a spirit of reconciliation among the Parties, and promoting good and respectful relations among them in the future.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Settlement Agreement, the Parties agree as follows:

1.0 DEFINITIONS AND SCHEDULES

1.1 In this Settlement Agreement:

- (a) **“Additions to Reserve/Reserve Creation Policy”** means Canada’s policy and procedural guidelines in effect at the time of and pertaining to a First Nation’s application for the granting of reserve status to land;
- (b) **“Direction to Pay”** means the document by which the Mohawk Council of Akwesasne directs Canada to deposit the Settlement Amount in accordance with Section 3.0, as set out in Schedule 8;
- (c) **“Effective Date”** means the date on which this Settlement Agreement is executed by Canada, FBCL and SIBC;
- (d) **“Financial Institution”** means any bank or trust company that is authorized by law to accept deposits and which is supervised and regulated by the Superintendent of Financial Institutions as defined in the *Office of Superintendent of Financial Institutions Act*, R.S.C. 1985, c. I-8 (3rd Supp);
- (e) **“Indian Act”** means the *Indian Act*, R.S.C. 1985, c.I-5 as amended and its regulations;
- (f) **“Mohawk Council of Akwesasne”** means the council of the Mohawks of Akwesasne, which is a “council of the band” within the meaning of the *Indian Act*;
- (g) **“Mohawk Council Resolution”** means a written resolution of the Mohawk Council of Akwesasne adopted by a majority of the Mohawk Council of Akwesasne at a duly convened meeting;
- (h) **“Person”** means any individual, proprietor, corporation, partner, partnership, trust, joint venture, unincorporated organization, First Nation, self-governing First Nation, Indian band, Aboriginal group, union, or governmental body, including, without limitation, any past, present or future members and each of their respective heirs, descendants, legal representatives, successors and assigns;

- (i) **“Proceeding”** means any legal proceeding, action, cause of action, suit, claim, specific claim or demand whatsoever, known or unknown, whether in law, in equity or otherwise;
- (j) **“Settlement Agreement”** means this settlement agreement including the attached Schedules and any amendments thereto;
- (k) **“Settlement Amount”** means the amount agreed upon by the Parties as compensation for the Seaway Claim as set out in Section 3.0;
- (l) **“Seaway Claim”** means all matters, issues, allegations, actions, causes of action, suits, claims, damages, losses or demands whatsoever, inclusive of costs, or any liability whatsoever, whether in law, equity or otherwise, which the plaintiff Mohawks of Akwesasne ever had, now has or may have against Canada, FBCL and SIBC known or unknown, related to or arising or resulting from the Amended Statement of Claim (No. 4) filed on January 15, 2016 in Federal Court No. T-2210-76, including but not limited to:
 - a. all claims relating to the construction, operation and maintenance of the St. Lawrence Seaway and the highway and the bridge facilities that cross Cornwall Island;
 - b. all claims that Canada, FBCL and SIBC breached the plaintiff’s aboriginal title, aboriginal rights, treaty rights and its fiduciary duties owed to the plaintiff in relation to the above claims;
 - c. all claims for losses suffered by the plaintiff resulting from the alteration of the natural environment of the St. Lawrence River, including any claims for interference with the traditional fishery;
 - d. all claims for loss of use of land, injurious affection, trespass, interference with or other diminution of enjoyment of the lands subject to the claim;
 - e. all claims with respect to the wrongful acquisition of lands by the St. Lawrence Seaway Authority or the Hydro Electric Power Commission of Ontario;
 - f. all claims for the disturbance of soil in that part of Cornwall Island referred to as Area “M”;
 - g. all claims for past, present, and future erosion damage caused by ships utilizing the St. Lawrence Seaway, including all erosion identified by the Coldwater report of September 30, 2016;
 - h. all claims in relation to the past collection of tolls, and
 - i. all claims for damages or equitable compensation arising from the above claims.
- (m) **“Seaway Claim Settlement Agreement Special Referendum Regulation”** means a regulation substantially in the form of Schedule 4 and adopted by the Mohawk Council of Akwesasne;
- (n) **“Seaway Proceedings”** means the proceedings contained in the Federal Court of Canada file T-2210-76.

1.2 Except as otherwise defined in this Settlement Agreement, any words used in this Settlement Agreement that 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 and form part of this Settlement Agreement:

Schedule 1 – Descriptions of Block 1 Lands to be added to reserve pursuant to Subsection 4.2 and the Environmental Release and Indemnity Agreement referred to in Subsection 4.3;

Schedule 2 – Descriptions of Portions of Stanley Island to be added to reserve pursuant to Paragraph 4.4(a);

Schedule 3 – Descriptions of Surplus Bridge Corridor Lands (the lands adjacent to International Road) to be added to reserve pursuant to Paragraph 4.4(b) and (c);

Schedule 4 -- Seaway Claim Settlement Agreement Special Referendum Regulation;

Schedule 5 – Form of Mohawk Council Resolution authorizing execution of the Settlement Agreement;

Schedule 6 – Form of FBCL Board Resolution authorizing execution of the Settlement Agreement;

Schedule 7 – Form of SIBC Board Resolution authorizing execution of the Settlement Agreement;

Schedule 8 – Form of Mohawk Council Resolution authorizing payment in accordance with the Direction to Pay;

Schedule 9 – Certificate of Independent Legal Advice.

2.0 INTERPRETATION

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

2.2 The recitals set forth at the beginning of this Settlement Agreement are incorporated by reference and made as part of this Settlement Agreement.

2.3 The headings within this Settlement Agreement are purely for convenience and are not to be used as an aid in interpretation.

2.4 This Settlement Agreement, which includes the recitals at the beginning and the Schedules attached, constitutes the entire agreement between the Parties and there are no representations, warranties or collateral agreements, except as expressly stated in this Settlement Agreement.

2.5 Any modification of this Settlement Agreement must be in writing and signed by the Parties or it shall have no effect and shall be void.

2.6 Should any provision of this Settlement Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Settlement Agreement.

2.7 Except as provided herein, this Settlement Agreement shall be, and remain, in effect despite any alleged breach of this Settlement Agreement or the discovery or existence of any new or additional fact, or any fact different from that which either Party now knows or believes to be true. Notwithstanding the foregoing, nothing in this Settlement Agreement shall be construed as, or constitute, a release of any Party's rights to enforce the terms of this Settlement Agreement.

2.8 This Settlement Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of Canada and the Province of Ontario, without regard to the principles of conflicts of laws. Any action to enforce this Settlement Agreement shall be brought in the Federal Court of Canada, to the extent that the Federal Court has jurisdiction.

3.0 SETTLEMENT

3.1 Subject to the terms and conditions set out in this Settlement Agreement, Canada agrees to pay to the Mohawks of Akwesasne and the Mohawks of Akwesasne agree to accept the total sum (“Settlement Amount”) of forty-five million dollars (CAD\$45,000,000.00) (the “Settlement Payment”).

3.2 The Settlement Amount is inclusive of legal fees and will cover all claims made or that could have been made by the Mohawks of Akwesasne in the Seaway Proceedings and represents the full and final settlement of the Seaway Claim, subject to Section 4.

3.3 Upon the execution of this Settlement Agreement by the Parties, the Mohawk Council of Akwesasne shall provide Canada with an irrevocable Direction to Pay and a Mohawk Council Resolution for Payment, substantially in the form attached as Schedule 8, together with any other document required by Canada for the purpose of depositing funds.

3.4 Canada agrees to pay and transfer the Settlement Amount after the following conditions have been met:

- (a) Parliament has approved the appropriation of the necessary funds and these funds have been made available to Crown-Indigenous Relations and Northern Development Canada to pay the Settlement Amount;
- (b) the account in a Financial Institution specified in the Direction To Pay has been opened, and the information required by Canada to deposit the Settlement Amount into that account has been provided to Canada by the Mohawk Council of Akwesasne, and
- (c) receipt by Canada of the Mohawk Council Resolution for Payment and the Direction to Pay substantially in the form attached as Schedule 8.

3.5 The sole responsibility of Canada with respect to the Settlement Amount is to pay and deposit the Settlement Amount in accordance with Section 3.0. Canada will rely on the Direction to Pay provided by the Mohawk Council of Akwesasne.

4.0 ADDITIONS TO RESERVE

4.1 Canada undertakes to proceed with due diligence and to use its best efforts to set apart the lands identified in Subsections 4.2, 4.4 and 4.6 as reserve for the Mohawks of Akwesasne in accordance with the applicable requirements of the Addition to Reserve/Reserve Creation Policy. Canada acknowledges that the language in this Subsection results in a legal commitment by Canada as described in 9.1 of the Additions to Reserve/Reserve Creation Policy with respect to the lands described therein.

Block 1 Lands

- 4.2 It is the common intention of the Parties that the lands identified and described in Schedule 1 (the “Block 1 Lands”) are to be set apart as reserve for the use and benefit of the Mohawks of Akwesasne.
- 4.3 The Parties acknowledge and agree that, for greater certainty, the Indemnity and Release Agreement Respecting Block 1 Lands between the Mohawk Council of Akwesasne and Her Majesty the Queen in right of Canada executed on March 25, 2013, shall remain in effect notwithstanding any other term of this Agreement. The Parties further acknowledge and agree that the Block 1 Lands shall also be subject to a further release and indemnity agreement in relation to the environmental condition of the Block 1 Lands substantially in the form attached as part of Schedule 1, which shall likewise remain in effect notwithstanding any other term of this Agreement.

Portions of Stanley Island and the Surplus Bridge Corridor Lands (including portions of Parts 2 and 5 of Plan 52R-7535)

- 4.4 It is the common intention of the Parties that, at such time as the Additions to Reserve/Reserve Creation Policy is satisfied, the following lands are to be set apart as reserve for the use and benefit of the Mohawks of Akwesasne:
- (a) Portions of Stanley Island identified in Schedule 2, subject to survey for accurate identification and description.
 - (b) The Surplus Bridge Corridor Lands identified in Schedule 3 (purple hatched parcels shown on February 24, 2020 FBCL sketch of Proposed Property Changes on which no buildings are situated), subject to survey for accurate identification and description.
 - (c) Subject to Subsection 4.5, the Surplus Bridge Corridor Lands identified in Schedule 3 (blue hatched parcels upon which are situated the SIBC administrative building, garage and sheds (“the SIBC Buildings”) identified in the building condition report of July 18, 2017), subject to survey for accurate identification and description.
- 4.5 The Parties acknowledge that the lands outlined in Paragraph 4.4(c) will be transferred only once replacement facilities meeting SIBC’s operational requirements are available and SIBC has relocated. The MCA agrees to accept the SIBC Buildings, at the time of addition to reserve, on an “as is, where is” basis. For greater certainty, the condition of the SIBC Buildings must meet the applicable standards of the Additions to Reserve/Reserve Creation Policy.

Western Islands

- 4.6 Canada recognizes that Ontario Power Generation Inc. has committed to convey the Western Islands, being Adams Island, Toussaint Island, Presquile Island, and those parts of Sheek Island that are not currently under federal control, to Canada in order that they may be set apart as reserve for the use and benefit of the Mohawks of Akwesasne. Canada and the MCA agree to work diligently with the objective of satisfying the applicable requirements of the Additions to Reserve/Reserve Creation Policy.
- 4.7 It is the common intention of the Parties that, at such time as the Additions to Reserve/Reserve Creation Policy is satisfied, Canada will accept the transfer of the Western Islands which are to be set apart as reserve for the use and benefit of the Mohawks of Akwesasne, subject to the retention by Canada of the spur dike on and adjacent to Presquile Island.

General provisions regarding return of lands

- 4.8 Nothing in this Agreement constitutes a representation or warranty by Canada that any particular parcel of land will, with certainty, be set apart as reserve for the Mohawks of Akwesasne as the Parties acknowledge that the decision to set apart land as reserve rests with the Minister responsible for additions of land to reserve at the time the Additions to Reserve/Reserve Creation Policy is satisfied for any particular parcel of land.
- 4.9 In the event that Canada has the administration and control of any of the lands described in Section 4.0, or title to the land is held by Canada, and the land is not set apart as reserve, Canada shall consult with the MCA with respect to alternative arrangements, including the following:
- 4.9.1 the resolution of any known impediment to setting apart the land as reserve;
 - 4.9.2 the transfer of another interest in the lands for the benefit of the Mohawks of Akwesasne; or
 - 4.9.3 the establishment of a plan for the use of the land by Canada, consistent with the use of adjacent reserve lands by the Mohawks of Akwesasne.
- 4.10 The Mohawks of Akwesasne, as represented by the MCA, acknowledge that without limiting the application of the Additions to Reserve/Reserve Creation Policy, Canada will require release and indemnity agreements to be concluded between the MCA and Canada in relation to the lands identified in Schedules 2 and 3 and the Western Islands, effective as of the date of an Order setting apart the lands as reserve.
- 4.11 In relation to the lands identified in Schedules 2 and 3:
- 4.11.1 Canada agrees to pay the costs associated with the application of the Additions to Reserve/Reserve Creation Policy and the costs related to obtaining land title searches, land title registrations, land surveys, legal descriptions, surveyor's certificate of location, and environmental site assessments and reports; and environmental remediation not exceeding the value of the affected land; and
 - 4.11.2 The Mohawks of Akwesasne agree to pay their costs of participating in the Additions to Reserve process, as well as their legal and expert costs related to the Additions to Reserve.
 - 4.11.3 For greater certainty, if the cost of remediation that is required to satisfy the Additions to Reserve/Reserve Creation Policy significantly exceeds the appraised value of the affected land, the affected land will be addressed in accordance with Subsection 4.9.

5.0 ACCESS TO LANDS

- 5.1 Consistent with the Additions to Reserve/Reserve Creation Policy, the Mohawks of Akwesasne agree not to unreasonably withhold consent to the necessary permits under the *Indian Act* to authorize the use and occupation of the land set apart as reserve pursuant to Section 4.0 for the purpose of servicing, repairing or maintaining infrastructure for which Canada or a third party is responsible.

Block 1 Lands

- 5.2 Without limiting the generality of Subsection 5.1, as soon as reasonably possible after the setting apart as reserve of the Block 1 Lands, the Mohawks of Akwesasne agree to provide the Minister of Indigenous Services with a Mohawk Council Resolution requesting the issuance of a permit, under the *Indian Act*, the terms of which will have been agreed as between the MCA and the respective permittees, and be satisfactory to the Minister of Indigenous Services, to allow:
- (a) Bell Canada to continue to use, occupy and to gain access to Bell Canada infrastructure on the Block 1 lands for the purposes of operating, servicing, repairing and maintaining such infrastructure. The Mohawks of Akwesasne agree that the permit fee will be consistent with existing permits for communications infrastructure on Cornwall Island;
 - (b) The Department of Fisheries and Oceans and the Canadian Coast Guard access to the two navigation beacons on the south shore of Cornwall Island for maritime navigation and naval safety and security purposes. The term of the initial permit will be up to five years renewable for consecutive five-year terms. The Mohawks of Akwesasne agree that the permit fees will be consistent with existing permits for navigation aids on Cornwall Island.

Stanley Island

- 5.3 Further, without limiting the generality of Subsection 5.1, immediately upon the setting apart as reserve portions of Stanley Island, the Mohawks of Akwesasne agree to provide Canada with a Mohawk Council Resolution consenting to the grant of a permit under the *Indian Act* to allow the Department of Fisheries and Oceans and the Canadian Coast Guard access to the lighthouse for maritime navigation and naval safety and security purposes. The term of the initial permit will be up to five years renewable for consecutive five-year terms. The Mohawks of Akwesasne agree that the permit fees will be consistent with existing permits for navigation aids on Stanley Island.

Western Islands

- 5.4 Further, without limiting the generality of the Subsection 5.1, immediately upon the setting apart as reserve Toussaint Island (part of the Western Islands), the Mohawks of Akwesasne agree to provide Canada with a Mohawk Council Resolution consenting to the grant of a permit under the *Indian Act* to allow the Department of Fisheries and Oceans and the Canadian Coast Guard access to the lighthouse for maritime navigation and naval safety and to maintain two beacons. The initial term of the permit will be up to five years renewable for consecutive five-year terms. The Mohawks of Akwesasne agree that the permit fees will be consistent with existing permits for navigation aids.
- 5.5 Should a major capital upgrade of the South Channel Bridge be required at some indeterminate point in the future, Canada will consult with the Mohawks of Akwesasne on the project. The Mohawks of Akwesasne agree that they will not unreasonably withhold consent to providing Canada with the access to the reserve lands necessary to replace or reposition the bridge. When considering development on the reserve lands adjacent to the South Channel Bridge, the Mohawks of Akwesasne will take steps to ensure the new development would not unduly interfere with Canada's ability to replace or reposition the bridge. The intention is not to affect facilities and improvements existing on reserve lands as at the Effective Date.
- 5.6 Should Canada ever consider privatization of the Seaway International Bridge Crossing, the Mohawk Council of Akwesasne will be consulted and its interest in such matters will be considered.

6.0 COORDINATION COMMITTEE

- 6.1 As a means to advancing the implementation of this Settlement Agreement, the Parties hereby establish a Coordination Committee which will include representatives of the MCA, Transport Canada and Indigenous Services Canada, as well as Crown-Indigenous Relations and Northern Affairs Canada on an as-needed basis, and will meet from time to time for a period of three years or until such time as the last Additions to Reserve under this Settlement Agreement is completed, whichever comes first. The Coordination Committee may be renewed at the end of its initial term, upon the mutual consent of the Parties.

7.0 RELEASE

- 7.1 In consideration of the payment of the Settlement Amount and other good and valuable consideration provided for in this Settlement Agreement, the receipt and sufficiency of which is acknowledged, the Mohawks of Akwesasne, their past, present and future members or any of their respective heirs, descendants, legal representatives, successors and assigns, release and forever discharge Canada, FBCL, SIBC, their officers, directors, servants, agents, employees, administrators, successors and assigns, with respect to:

7.1.1 The Seaway Claim in its entirety;

7.1.2 the negotiation, ratification or other procedures referred to in this Settlement Agreement resulting in the execution of this Settlement Agreement by the Mohawks of Akwesasne;

7.1.3 the adequacy of the Settlement Amount provided in this Settlement Agreement;

7.1.4 the deposit of the Settlement Amount pursuant to this Settlement Agreement, and any subsequent management, investment, disbursement, or any other use of the Settlement Amount, including, without limitation, by the Mohawks of Akwesasne, the Mohawk Council of Akwesasne or any members, and any loss therefrom whether caused by the Mohawks of Akwesasne, the Mohawk Council of Akwesasne, any members or by other representatives;

7.1.5 any actions, inactions, malfeasance or negligence with respect to the management and use of the Settlement Amount by any Person;

7.1.6 any loss of the Settlement Amount or interest, in whole or in part, through any failure or otherwise of any Financial Institution or Person; and

7.1.7 the subject matter of any of the representations and warranties of the Mohawks of Akwesasne under Section 15.

- 7.2 Without restricting the scope of the release set out herein, the Parties agree that the release shall be subject to the following:

7.2.1 Nothing in this Settlement Agreement shall be interpreted as consent by the Mohawks of Akwesasne to the construction of navigation or bridge infrastructure or related facilities affecting reserve lands after the Effective Date;

7.2.2 Nothing in this Settlement Agreement shall affect, or be deemed to affect any right of the Mohawks of Akwesasne that is recognized and affirmed by section 35 of the *Constitution Act, 1982* including the right to

obtain a declaration of such rights in relation to matters outside the Seaway Claim.

7.2.3 Nothing in this Settlement Agreement shall be construed as a renunciation or derogation from any right or interest of the Mohawks of Akwesasne under the *Indian Act* or any Order in Council under the *Indian Act* relating to the construction of the St. Lawrence Seaway and the highway and bridge facilities that cross Cornwall Island and in effect on the Effective Date.

8.0 INDEMNITY

8.1 For the purpose of this section,

- a) a reference to Canada shall be deemed to include any of its ministers, officials, servants, employees, agents, mandataries, successors and assigns;
- b) a reference to FBCL or SIBC shall be deemed to include any of their respective directors, officers, employees, agents, mandataries, successors and assigns.

8.2 The Mohawks of Akwesasne agree to indemnify and forever save Canada, FBCL and SIBC harmless for any amount they may be ordered to pay in any Proceeding brought by any Person against any of them with respect to a matter set out in Section 7.0, either prior to or after the Effective Date.

8.3 Canada, FBCL and SIBC, as appropriate, shall provide notice to the Mohawks of Akwesasne of any Proceeding referred to in Subsection 8.2. However, the Mohawks of Akwesasne will not be entitled to avoid liability for indemnification by reason of the lack of timeliness of the notice.

8.4 If the Mohawks of Akwesasne wish to participate in the resolution of a Proceeding that may give rise to a right of indemnity under Section 8.0, the Mohawk Council of Akwesasne shall provide notice thereof to Canada, FBCL or SIBC, as appropriate, within thirty (30) days of notification under Subsection 8.3 and may immediately seek to be added as a party to the Proceeding at their own expense.

8.5 The Mohawks of Akwesasne may make such investigation, negotiation and settlement of any Proceeding as they deem expedient. This entitlement, however, shall in no way:

- a) mean that the Mohawks of Akwesasne are entitled to represent Canada, FBCL or SIBC; or
- b) affect the rights or abilities of Canada, FBCL or SIBC to defend or settle any such Proceeding.

8.6 If, after providing notice to the Mohawks of Akwesasne pursuant to Subsection 8.3, no notice is received by Canada, FBCL or SIBC pursuant to Subsection 8.4, Canada, FBCL or SIBC may proceed to settle or defend the Proceeding without the participation of the Mohawks of Akwesasne and without joining the Mohawks of Akwesasne as a party to the Proceeding.

8.7 Nothing in Section 8.0 prevents Canada, FBCL or SIBC from immediately adding or seeking to add the Mohawks of Akwesasne as a party to the Proceeding.

- 8.8 Canada, FBCL and SIBC agree that they shall not refuse to defend any Proceeding solely on the basis of their right of indemnity under Section 8.0 and that they shall use all reasonable efforts to defend themselves.
- 8.9 Any demand by Canada, FBCL or SIBC for indemnification shall be by written notice to the Mohawk Council of Akwesasne.
- 8.10 All notifications required under Section 8.0 shall be in accordance with Section 19.0.

9.0 REFERENDUM

- 9.1 After approval of the form of this Settlement Agreement by the Parties, the MCA will pass a resolution to enact the Seaway Claim Settlement Agreement Special Referendum Regulation attached as Schedule 4 and will conduct a referendum in accordance therewith.
- 9.2 The ballot question put to the voters in the referendum shall ask if the voter agrees to and approves the terms and conditions of the Settlement Agreement. The ballot question shall be formulated by the Mohawk Council of Akwesasne in accordance with its established referendum procedures.
- 9.3 The Parties agree that a simple majority of the votes cast by eligible voters in favour of this Settlement Agreement shall be a sufficient demonstration that the Mohawks of Akwesasne agree to and approve the terms and conditions of the Settlement Agreement and authorize the MCA to execute the Settlement Agreement.
- 9.4 The MCA undertakes to provide Canada with an official statement of the results of a referendum held in accordance with the Seaway Claim Settlement Agreement Special Referendum Regulation. In addition, the MCA shall provide Canada with a report providing the following:
- 9.4.1 The dates, locations, and attendance at information meetings held to explain the Settlement Agreement and provide members with the opportunity to thoroughly discuss and ask questions regarding the Settlement Agreement and the referendum;
 - 9.4.2 The dates on which the MCA notified members of information meetings and the means of notification;
 - 9.4.3 The actions undertaken by the MCA or its service providers to promote community awareness of the terms and conditions of the Settlement Agreement and participation in the referendum.

10.0 CONDITIONS PRECEDENT TO EXECUTION OF THE AGREEMENT

- 10.1 The Parties agree that the following are conditions precedent that must be fulfilled before the Mohawks of Akwesasne will execute this Settlement Agreement:
- 10.1.1 approval of the terms of this Settlement Agreement by the Mohawks of Akwesasne in a referendum held in accordance with the Seaway Claim Settlement Agreement Special Referendum Regulation;

- 10.1.2 the issuance and delivery to the MCA of the executed resolutions of the Boards of Directors of FBCL and SIBC agreeing to and approving of the terms and conditions of this Settlement Agreement in so far as the terms and conditions of the Settlement Agreement relate to FBCL and SIBC and authorizing the Chief Executive Officer of FBCL and the President and Chief Executive Officer of SIBC to execute the Settlement Agreement, substantially in the form attached as Schedule 6 and 7; and
 - 10.1.3 the issuance of a Mohawk Council Resolution substantially in the form attached as Schedule 5 approving the Settlement Agreement and authorizing the Grand Chief and at least one District Chief from each of the three Akwesasne Districts to execute the Settlement Agreement.
- 10.2 The Parties agree that the following are conditions precedent that must be fulfilled before Canada, FBCL and SIBC will execute this Settlement Agreement:
- 10.2.1 approval of the terms of this Settlement Agreement by the Mohawks of Akwesasne in a referendum held in accordance with the Seaway Claim Settlement Agreement Special Referendum Regulation;
 - 10.2.2 the issuance and delivery to Canada, FBCL and SIBC of an executed Mohawk Council Resolution substantially in the form attached as Schedule 5 agreeing to and approving of the terms and conditions of this Settlement Agreement in accordance with Subsection 10.1 and authorizing the execution of the Settlement Agreement by the Grand Chief and District Chiefs;
 - 10.2.3 execution of this Settlement Agreement by the Grand Chief and District Chiefs of the Mohawks of Akwesasne in accordance with Section 10.1.3;
 - 10.2.4 the delivery to legal counsel for Canada, FBCL and SIBC of an order of the Federal Court approving the settlement and eventual discontinuance of the Seaway Proceedings; and
 - 10.2.5 receipt by legal counsel for Canada, FBCL and SIBC of a Certificate of Independent Legal Advice from the legal counsel of the Mohawks of Akwesasne providing advice with respect to this Settlement Agreement, substantially in the form attached as Schedule 9.

11.0 EXECUTION

- 11.1 This Settlement Agreement shall be deemed to be fully executed once signed by:
- (a) the Grand Chief and at least one District Chief representing each of the three Akwesasne districts on behalf of MCA representing the Mohawks of Akwesasne;
 - (b) Chief Finances, Results and Delivery Officer, Crown-Indigenous Relations and Northern Affairs Canada representing the Minister of Crown-Indigenous Relations and Northern Affairs and the Assistant Deputy Minister, Policy, Transport Canada representing the Minister of Transport, and
 - (c) the Chief Executive Officer of each of FBCL and SIBC.

12.0 DISCONTINUANCE OF PROCEEDINGS

- 12.1 The Mohawks of Akwesasne agree to wholly discontinue the Seaway Proceedings without costs and without delay following the execution of the Settlement Agreement by the Parties.
- 12.2 Canada, FBCL and SIBC will instruct its legal counsel to consent to the discontinuance of the Seaway Proceedings without costs.
- 12.3 Following the approval of this Settlement Agreement by the Mohawks of Akwesasne in a referendum held in accordance with the Seaway Claim Settlement Agreement Special Referendum Regulation, the Parties shall instruct their respective legal counsel to apply for an order from the Federal Court under rule 114 of the *Federal Courts Rules* approving the settlement and the discontinuance of the Seaway Proceedings after the Settlement Agreement is fully executed. The Parties shall bear their respective costs on the application.
- 12.4 The Mohawks of Akwesasne warrant that, other than the Seaway Proceedings, there are no Proceedings in respect to the Seaway Claim.
- 12.5 Notwithstanding Subsection 12.4, the Mohawks of Akwesasne agree to abandon, dismiss or discontinue without costs any and all Proceedings in respect of the Seaway Claim, including any Proceeding that may arise or of which the Parties may become aware before the execution of this Settlement Agreement.

13.0 NO ADMISSION OF LIABILITY

- 13.1 This Settlement Agreement is entered into by the Parties without any admission of fact or liability whatsoever with respect to the Seaway Claim. The Parties acknowledge that the Settlement Amount was agreed upon as a compromise to finally settle the Seaway Claim.

14.0 RELIANCE ON COUNSEL

- 14.1 In entering this Settlement Agreement, the Parties acknowledge that they have relied upon the legal advice of their respective legal counsel, who are the counsel of their own choosing, that such terms are fully understood and voluntarily accepted by them, and that, other than the consideration set forth herein, no promises or representations of any kind have been made to them by the other Parties. The Parties represent and acknowledge that, in executing this Agreement they did not rely, and have not relied, upon any representation or statement, whether oral or written, made by the other Parties or by their agents, representatives or attorneys with regard to the subject matter, basis or effect of this Settlement Agreement or otherwise.

15.0 REPRESENTATIONS AND WARRANTIES

- 15.1 The Mohawks of Akwesasne represent and warrant that:
- 15.1.1 they intend to use the Settlement Amount for the benefit of the Mohawks of Akwesasne and shall take such actions as they deem necessary or advisable to give effect to that intent;
- 15.1.2 the Mohawk Council of Akwesasne has made the terms and conditions of this Settlement Agreement accessible to the members, and has held information meetings for the purpose of explaining to those members in attendance the terms and conditions of this Settlement Agreement and

the management and use of the Settlement Amount by the Mohawk Council of Akwesasne;

15.1.3 the Mohawk Council of Akwesasne has retained independent legal counsel qualified to practice law in the Province of Ontario who has advised the Mohawk Council of Akwesasne with respect to the legal nature and effect of this Settlement Agreement and the management and use of the Settlement Amount as confirmed by a certificate of independent legal advice substantially in the form of Schedule 9; and

15.1.4 Canada has not advised the Mohawks of Akwesasne with respect to the management or use of the Settlement Amount or any matter related thereto.

15.2 These representations and warranties shall survive the execution of this Settlement Agreement and shall continue to be in full force and effect for the benefit of Canada, FBCL and SIBC.

16.0 PROGRAMS AND SERVICE

16.1 Nothing in this Settlement Agreement shall affect the ability of the Mohawks of Akwesasne or any members to be eligible to apply for, or to continue or have access to funding for programs and services offered by 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 services.

17.0 DISPUTE RESOLUTION

17.1 In the event of a dispute arising out of this Settlement Agreement, the Parties shall, at their own expense, explore resolution through negotiation or other appropriate dispute resolution procedure, including mediation, before resorting to litigation. Any Party may resort to litigation sixty (60) days after the dispute arises. A dispute is deemed to have arisen after notice has been given by one Party to the other.

18.0 AMENDMENTS

18.1 Subject to Section 18.2, this Settlement Agreement may only be amended or replaced by written agreement between the Parties, upon approval pursuant to the same procedures as this Settlement Agreement was ratified.

18.2 The Parties, by written agreement, may agree to amend this Settlement Agreement for any of the following purposes:

- (a) to remove any conflicts or inconsistencies that may exist between any of the terms of this Settlement Agreement and any provision of any applicable law or regulation;
- (b) to amend the time provided in any of the provisions in this Settlement Agreement for doing any act or receiving any notice or written communication; or
- (c) to correct any typographical errors in this Settlement Agreement, or to make corrections or changes required for the purpose of curing or correcting clerical omission, mistake, manifest error or ambiguity arising from defective or inconsistent provisions contained in this Settlement Agreement.

- 18.3 For the purposes of Subsection 18.2, the Mohawks of Akwesasne may be represented by the Mohawk Council of Akwesasne; Canada may be represented by one or both of the Chief Finances, Results and Delivery Officer, Crown-Indigenous Relations and Northern Affairs Canada, and the Assistant Deputy Minister, Policy of Transport Canada; FBCL may be represented by its Chief Executive Officer and SIBC may be represented by its President and Chief Executive Officer.

19.0 NOTICE

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

to Canada:

Chief Finances, Results and Delivery Officer
Crown-Indigenous Relations and Northern Affairs Canada
Les Terrasses de la Chaudière
10 Wellington Street
Gatineau, QC K1A 0H4

AND

Assistant Deputy Minister, Policy
Transport Canada
330 Sparks Street, Tower C
Ottawa, ON K1A 0N5

to the Mohawks of Akwesasne:

Mohawk Council of Akwesasne, Attention of the Grand Chief
P.O. Box 90
Akwesasne, QC H0M1A0

to FBCL:

The Federal Bridge Corporation Limited, Attention of the Chief
Executive Officer
55 Metcalfe, Suite 1210
Ottawa, ON K1P 6L5

to SIBC:

The Seaway International Bridge Corporation, Ltd., Attention of the
President and Chief Executive Officer
200 Akwesasne International Road
Akwesasne, Ontario
K6H 5R7

or at such other address as may be provided in writing by a Party.

- 19.2 Any notice set out in Subsection 19.1 will be presumed to have been received by the Party on the earlier of the day it was received or the fifth day after it was mailed.
- 19.3 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. In the event of a postal disruption or stoppage, the Parties may send notice or other written communication required or permitted to be given under this Settlement Agreement by facsimile or email and in so doing, the Party sending the facsimile or email will bear the onus of ensuring its receipt by the other Party.

20.0 COUNTERPARTS

20.1 This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21.0 AUTHORITY TO EXECUTE AGREEMENT

21.1 By signing below, each Party warrants and represents that the persons signing this Agreement have the authority to bind that Party.

IN WITNESS WHEREOF the Chief Finances, Results and Delivery Officer, Crown-Indigenous Relations and Northern Affairs Canada representing the Minister of Crown-Indigenous Relations and the Assistant Deputy Minister, Policy, Transport Canada representing the Minister of Transport, on behalf of Her Majesty The Queen in Right of Canada and the Grand Chief and District Chiefs representing the Mohawk Council of Akwesasne, on behalf of the Mohawks of Akwesasne, and the Chief Executive Officer of FBCL and the President and Chief Executive Officer of SIBC have executed this Settlement Agreement on the dates indicated below.

[ALL SIGNATURE LINES TO BE FORMATTED PRIOR TO EXECUTION]

SIGNED on behalf of the MOHAWKS OF AKWESASNE, as represented by the Mohawk Council of Akwesasne

SIGNED on behalf of HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Crown-Indigenous Relations

SIGNED on behalf of HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Transport

SIGNED on behalf of the FBCL as represented by the Chief Executive Officer

SIGNED on behalf of the SIBC as represented by the President and Chief Executive Officer

SCHEDULES

Schedule 1 – Descriptions of Block 1 Lands to be added to reserve pursuant to Subsection 4.2 and Environmental Release and Indemnity Agreement referred to in Subsection 4.3;

Schedule 2 – Descriptions of Portions of Stanley Island to be added to reserve pursuant to Paragraph 4.4(a)

Schedule 3 – Descriptions of Surplus Bridge Corridor Lands (the lands adjacent to International Road) to be added to reserve pursuant to Paragraph 4.4(b) and (c);

Schedule 4 -- Seaway Claim Settlement Agreement Special Referendum Regulation;

Schedule 5 – Form of Mohawk Council Resolution authorizing execution of the Settlement Agreement;

Schedule 6 – Form of FBCL Board Resolution authorizing execution of the Settlement Agreement;

Schedule 7 – Form of SIBC Board Resolution authorizing execution of the Settlement Agreement;

Schedule 8 – Form of Mohawk Council Resolution authorizing payment in accordance with the Direction to Pay;

Schedule 9 – Certificate of Independent Legal Advice

SETTLEMENT AGREEMENT – SCHEDULE 1

Block 1 Identification and Descriptions, including Sketch dated 2013-02-12 and the Environmental Release and Indemnity Agreement

Description of Block 1 Lands

In the Province of Ontario, in the County of Stormont, those lands or lands under water being part of Cornwall Island more particularly described as follows:

FIRSTLY, Parcels A and B, shown on Plan 4854 recorded in the Canada Lands Surveys Records in Natural Resources Canada at Ottawa, a copy of which is recorded in the Land Registry Office for Stormont in Cornwall as 38351, SAVE AND EXCEPT part of Part 2, shown on Plan 52R-539 deposited in the said Land Registry Office, a copy of which is recorded in the said Canada Lands Surveys Records as Plan 57227, AND SAVE AND EXCEPT Parts 1, 2, 3, 4, 5 and 6, shown on Plan 52R-7535 deposited in the said Land Registry Office, a copy of which is recorded in the said Canada Lands Surveys Records as Plan 100785;

SECONDLY, those parts of Lots 1 to 14 inclusive, Lots 130 and 134 and the public road lying between Lots 130 and 134, shown on Plan 4749 recorded in the said Canada Lands Surveys Records, a copy of which is recorded in the said Land Registry Office as 37240, SAVE AND EXCEPT part of Parts 4 and 6, shown on the said Plan 52R-539;

THIRDLY, Part 1, shown on Plan 52R-6512 deposited in the said Land Registry Office, a copy of which is recorded in the said Canada Lands Surveys Records as Plan 89298;

FOURTHLY, Part 1, shown on Plan 52R-6511 deposited in the said Land Registry Office, a copy of which is recorded in the said Canada Lands Surveys Records as Plan 89297;

FIFTHLY, Part 1, shown on Plan 52R-6516 deposited in the said Land Registry Office, a copy of which is recorded in the said Canada Lands Surveys Records as Plan 89299;

SIXTHLY, Part 1, shown on Plan 52R-7018 deposited in the said Land Registry Office, a copy of which is recorded in the said Canada Lands Surveys Records as Plan 94088;

SEVENTHLY, that part of Lot 172, shown on Plan 4746 recorded in the said Canada Lands Surveys Records, a copy of which is recorded in the said Land Registry Office as 37237, lying east of the westerly limit of Part 2 on the said Plan 52R-6516, SAVE AND EXCEPT part of Part 4, shown on Plan 52R-540 deposited in the said Land Registry Office, a copy of which is recorded in the said Canada Lands Surveys Records as Plan 57226;

EIGHTHLY, those parts of Lots 169, 170 and 171, shown on the said Plan 4746,
SAVE AND EXCEPT part of Part 4, shown on the said Plan 52R-540;

NINTHLY, Lots 153, 154 and 155, and parts of Lots 138, 139, 140, 147B, 149, 152, 201 and 202, shown on Plan 4747 recorded in the said Canada Lands Surveys Records, a copy of which is recorded in the said Land Registry Office as 37238, SAVE AND EXCEPT part of Part 4, shown on the said Plan 52R-540;

TENTHLY, those parts of Lots 94 and 95, shown on Plan 4745 recorded in the said Canada Lands Surveys Records, a copy of which is recorded in the said Land Registry Office as 37236, SAVE AND EXCEPT Part 2,

shown on Plan 52R-541 deposited in the said Land Registry Office, a copy of which is recorded in the said Canada Lands Surveys Records as Plan 57225;

ELEVENTHLY, Lot 68 and parts of Lots 62A, 63, 66, 67 and 69, shown on the said Plan 4745, SAVE AND EXCEPT Part 4, shown on the said Plan 52R-541.

AND

In the Province of Ontario, in the County of Stormont, those lands or lands under water being part of Cornwall Island more particularly described as follows:

Parts 1 and 6, shown on Plan 52R-7535, deposited in the Land Registry Office for Stormont in Cornwall, a copy of which is recorded in the Canada Lands Surveys Records in Natural Resources Canada at Ottawa as Plan 100785;

AND

In the Province of Ontario, in the County of Stormont, those lands or lands under water being parts of the bed of the St. Lawrence River more particularly described as follows:

FIRSTLY, parts 1, 3, 5 and 7, shown on Plan 52R-539 deposited in the Land Registry Office for Stormont in Cornwall, a copy of which is recorded in the Canada Lands Surveys Records in Natural Resources Canada at Ottawa as Plan 57227;

SECONDLY, parts 1 and 5, shown on Plan 52R-540 deposited in the said Land Registry Office, a copy of which is recorded in the said Canada Lands Surveys Records as Plan 57226; containing approximately 6.859 Hectares (16.95 Acres);

THIRDLY, parts 1 and 3, shown on Plan 52R-541 deposited in the said Land Registry Office, a copy of which is recorded in the said Canada Lands Surveys Records as Plan 57225;

FOURTHLY, Location CL 14736 being parts 1, 2, 3, 4, 5 and 6, shown on Plan 52R-7021 deposited in the said Land Registry Office, a copy of which is recorded in the said Canada Lands Surveys Records as Plan 94199;

FIFTHLY, Location CL 15451 being parts 1 and 2, shown on Plan 52R-7523 deposited in the said Land Registry Office, a copy of which is recorded in the said Canada Lands Surveys Records as Plan 100671;

SIXTHLY, Location CL 15452 being parts 1, 2, 3 and 4, shown on Plan 52R-7524 deposited in the said Land Registry Office, a copy of which is recorded in the said Canada Lands Surveys Records as Plan 100674;

SEVENTHLY, Location CL 15453 being parts 1, 2 and 3, shown on Plan 52R-7522 deposited in the said Land Registry Office, a copy of which is recorded in the said Canada Lands Surveys Records as Plan 100672;

EIGHTHLY, Location CL 15454 being part 1, shown on Plan 52R-7525 deposited in the said Land Registry Office, a copy of which is recorded in the said Canada Lands Surveys Records as Plan 100673.

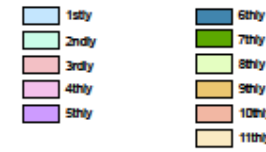
THIS PLAN IS NOT TO BE USED FOR DEFINING BOUNDARIES
 SKETCH TO ILLUSTRATE DESCRIPTIONS OF
 LANDS ON OR ADJACENT TO
 CORNWALL ISLAND
 TO BECOME PART OF
 AKWESASNE RESERVE No. 59
 COUNTY OF STORMONT
 PROVINCE OF ONTARIO

1:19,000

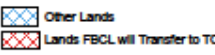


Legend

Lands for Transfer to DIAND



**Northerly
 Bridge Abutment**



**Lands for Transfer
 from Ontario to DIAND**



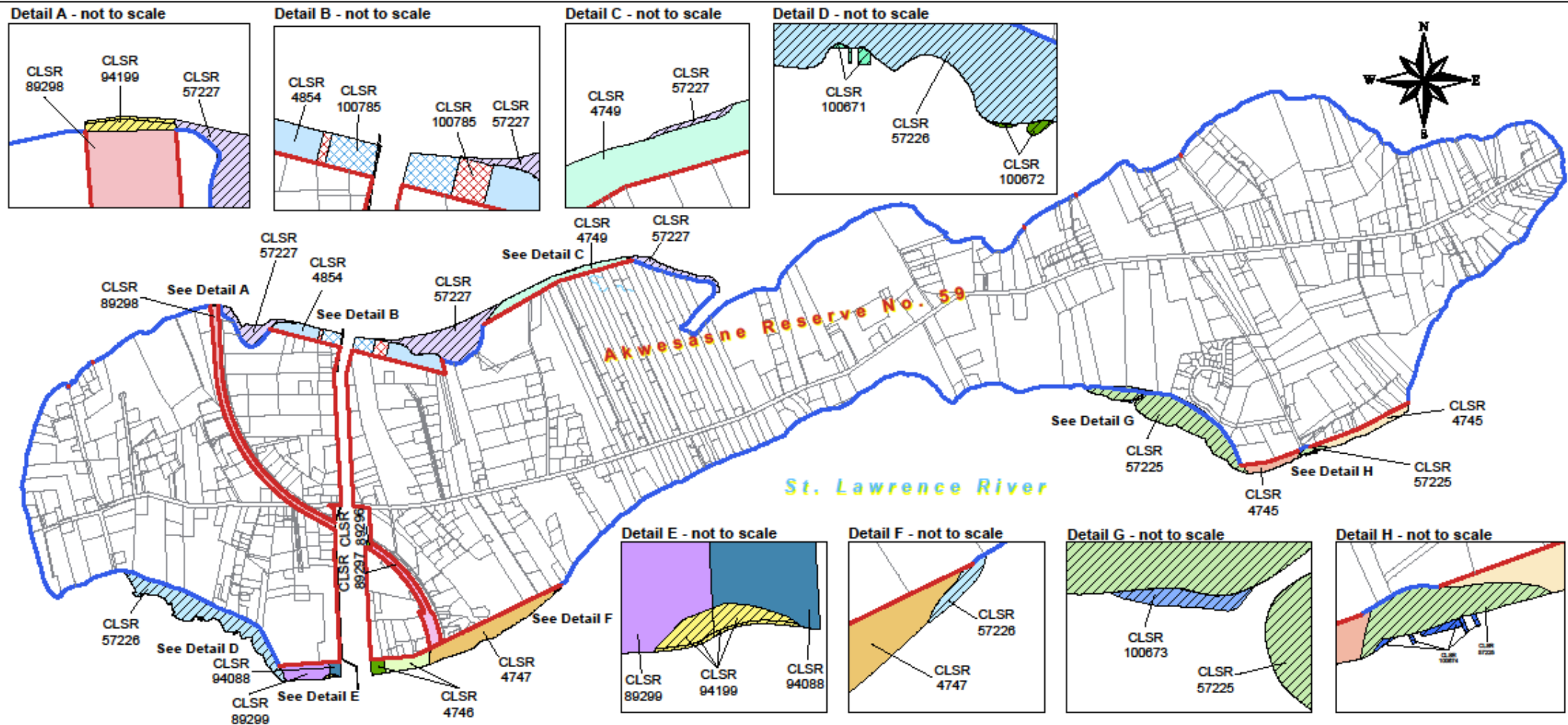
Notes:
 The purpose of this sketch is to illustrate descriptions of lands on or adjacent to Cornwall Island to become part of Akwesasne Reserve No. 59.

Universal Transverse Mercator Projection (NAD83 CSRS),
 Zone 18, Central Meridian: 75° W.

Prepared by the Ontario Regional Office
 Surveyor General Branch
 808-55 St. Clair Avenue East, Toronto, Ontario M4T 1M2
 Phone: (416) 973-1008 Fax: (416) 973-1004
 Email: on.records.group@nrcan.gc.ca
 Internet: www.sgb.nrcan.gc.ca

Source:
 Digital Cadastral Data Set, © 2013 Government of Canada with permission from Natural Resources Canada, Surveyor General Branch
 Ontario Basic Mapping Data produced with permission from Ministry of Natural Resources Ontario.

Date: 2013-02-12



**A RELEASE AND INDEMNITY FOR ENVIRONMENTAL MATTERS IN RESPECT OF
THE ADDITION OF LANDS TO RESERVE**

BETWEEN:

MOHAWKS OF AKWESASNE, as represented by the Mohawk Council of Akwesasne
(hereinafter referred to as the "**MCA**")

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the
Minister [to be determined] (hereinafter referred to as "**Canada**")

WHEREAS the Parties, respectively plaintiff and defendant in legal proceedings filed in the Federal Court of Canada under number T-2210-76, referred to herein as the "Seaway Proceedings" have agreed that certain lands at issue in the proceedings, described in Schedule "A" hereto and referred to herein as the "**Block 1 Lands**", should be formally set apart and added to Akwesasne Reserve No. 59 (the "**Reserve**") for the use and benefit of the Mohawks of Akwesasne, without prejudice to the claims that are otherwise at issue in the Seaway Proceedings;

AND WHEREAS during the environmental assessments of the Block 1 Lands, as described in the reports identified in Schedule "B", a number of sites were identified as Areas of Potential Environmental Concern ("**APEC sites**");

AND WHEREAS Her Majesty the Queen in Right of Canada as represented by the Minister of Transport, and the MCA have worked to eliminate or mitigate the environmental concerns at each APEC site in the manner described in the reports in Schedule "B";

AND WHEREAS Canada and the MCA are satisfied that, notwithstanding the activities described in Schedule "B", any environmental conditions that may continue to exist upon the Block 1 Lands are not detrimental to human life or health;

AND WHEREAS the MCA has by Mohawk Council Resolution approved the form and content of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of Canada bringing the ATR process to completion by means of an Order that formally sets aside the Block 1 Lands as part of the Reserve, further to the undertakings and representations of the MCA in respect of the various environment related matters, all as identified above, Canada and the MCA hereby agree that:

I. EFFECTIVE DATE

1. This agreement shall take effect immediately after the Order setting aside the Block 1 Lands as part of the Reserve, referred to herein as the “**Effective Date.**”
2. Nothing in this agreement shall be construed as a renunciation or derogation of any inherent right of self-government, of any existing aboriginal right or title, or treaty right, of the Mohawks of Akwesasne, recognized and affirmed by section 35 of the *Constitution Act, 1982*, or of any right or interest of the Mohawks of Akwesasne under the *Indian Act*.
3. The MCA acknowledges and agrees that it has been afforded an opportunity to satisfy itself with respect to the condition of the Block 1 Lands, including the APEC sites, and the condition of any structures thereon. In particular, MCA acknowledges receipt of a copy of each of the reports described in Schedule “B” hereto and that it is acquiring the Block 1 Lands with full knowledge of the environmental condition of the Block 1 Lands as set out in said reports.
4. Commencing on the Effective Date, the MCA will assume the same responsibility for managing the Block 1 Lands, including the use of those lands, which it presently exercises in respect to the Reserve, and Canada shall, with the exception of the obligations to be performed by MCA as set out in this Agreement, have the same responsibility for the Block 1 Lands that it exercises from time to time with respect to the lands of Akwesasne Reserve No. 59. Without restricting the generality of the foregoing, the MCA also agrees that:
 - a) with respect to the buried cable identified in APEC 29 and lying within the administrative boundary of the Reserve, it will assume responsibility for the supervision of the buried cable and will take reasonable measures to ensure that the cable is not disturbed by occupants of the Reserve;
 - b) with respect to any exceeding concentrations of arsenic, barium, PAHs and PHC F3s in APECs 13, 26, 33, and on Part 1 of Plan 52R-7535, it assumes responsibility for the supervision of these sites and will take reasonable measures to ensure that the contaminated soil is not disturbed by occupants of the Reserve; and
 - c) with respect to the elevated levels of metals and other inorganic parameters identified in the groundwater in the vicinity of Part 1 of Plan of survey CLSR 94088, the MCA assumes responsibility for the supervision of groundwater at these sites and will take reasonable measures to mitigate any associated risks to the occupants of these sites, but that it assumes no responsibility for contaminants released into the groundwater in the Block 1 Lands after they are added to Reserve and as a result of operations or activities that take place outside the administrative boundaries of the Reserve.

II. RELEASE

5. Canada and the MCA agree that Canada shall not be liable to the MCA for any environmental contamination or damage to the Block 1 Lands caused at any time by the occupation or use of the premises by MCA, or any of its successors, assigns, agents, contractors or invitees.

6. Without prejudice to the claims set out in the Amended Statement of Claim (No. 4) filed on February 25, 2020 in the Seaway Proceedings, from and after the Effective Date, the MCA releases Canada from any and all liability in connection with the environmental contaminants present in the Block 1 Lands as of the Effective Date to the extent that the presence of the contaminants are identified in the reports in Schedule "B", and, in the case of APECs 2 and 6, to the extent that contaminants could have been further identified by testing of the fill that had been applied to those areas as part of the remediation activities.

7. In particular, and without prejudice to the claims set out in the Amended Statement of Claim (No. 4) filed on February 25th, 2020 in the Seaway Proceedings, the MCA agrees to release Canada in respect of the following on the Effective Date:

- a) any and all liabilities associated with the buried 4" steel cables observed in APEC 29, to the extent it lies within the administrative boundary of the Reserve;
- b) any and all liabilities associated with concentrations of arsenic, barium, PAHs, and PHC F3 in APECs 13, 26, 33 and on Part 1 of Plan 52R-7535;
- c) any and all liabilities associated with elevated levels of metals and other inorganic parameters identified in groundwater in the vicinity of land identified as Part 1 in the plan of survey registered as CLSR 94088;

8. Apart from the Seaway Proceedings, the MCA shall not bring Legal Proceedings with respect to any of the matters identified in Sections 5 and 6.

9. For purposes of this Release and Indemnity, "**Legal Proceedings**" means any legal or equitable claim or demand made against Her Majesty the Queen in right of Canada, and Her officers, servants, officers, employees, successors, administrators, agents and assigns, in a court of law or before an administrative board or tribunal, the Specific Claims Tribunal of Canada or other such forum having jurisdiction over any matter relating to this Indemnity and Release Agreement, including, without limiting the generality thereof, any agency of the MCA established to deal with Land disputes within the Akwesasne Territory and, for greater certainty, shall include any subsidiary claims or proceedings including cross-claims and third party proceedings, but does not include the Seaway Proceedings.

III. INDEMNITY

10. Without prejudice to the Seaway Proceedings, the MCA shall hold Canada harmless with respect to all claims relating to the matters identified in Sections 3 and 4.

11. MCA shall indemnify Canada for any amount that Canada is responsible for or ordered to pay in Legal Proceedings brought by a member of the Mohawks of Akwesasne or any other person or entity with respect to claims relating to the matters identified in Sections 3 and 4. Canada shall be entitled to an indemnity for its costs in Legal Proceedings to the extent permitted by the ordinary rules of practice applicable to the Legal Proceedings, or as otherwise agreed by the parties.

12. In the event Canada becomes aware of any claims in respect of which the MCA has agreed to indemnify Canada, Canada shall promptly give written notice thereof to the MCA specifying the factual basis for and, if known, the amount and nature of the claim. The MCA shall have the right, at its expense, to participate in the disposition of the claim, by negotiation, settlement or otherwise.

13. In the event that the MCA becomes aware of any claims in respect of which the MCA has agreed to indemnify Canada, the MCA shall promptly give written notice thereof to Canada specifying the factual basis for and, if known, the amount and nature of the claim.

14. MCA and Canada agree to cooperate in order to obtain any and all records and other information relating to the subject matter of any claim in respect of which MCA has agreed to indemnify Canada and any possible defences to that claim. In such event, Canada shall diligently review all relevant documents and shall furnish the MCA with all relevant documents relating to the subject matter of the claim to the extent that they are not already in the possession of MCA. Canada shall disclose the existence, but not the content, of documents that are subject to confidentiality or legal privilege, as well as the reason for the claim to confidentiality or privilege.

IV. FINAL PROVISIONS

15. MCA and Canada agree that this Agreement is made in addition to and does not replace, substitute, supersede or terminate the Indemnity and Release Agreement between the MCA and Canada dated March 23, 2013. This Agreement is not, and is not to be construed or interpreted as, a novation.

16. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. By signing below, each Party warrants and represents that the persons signing this Agreement have the authority to bind that Party.

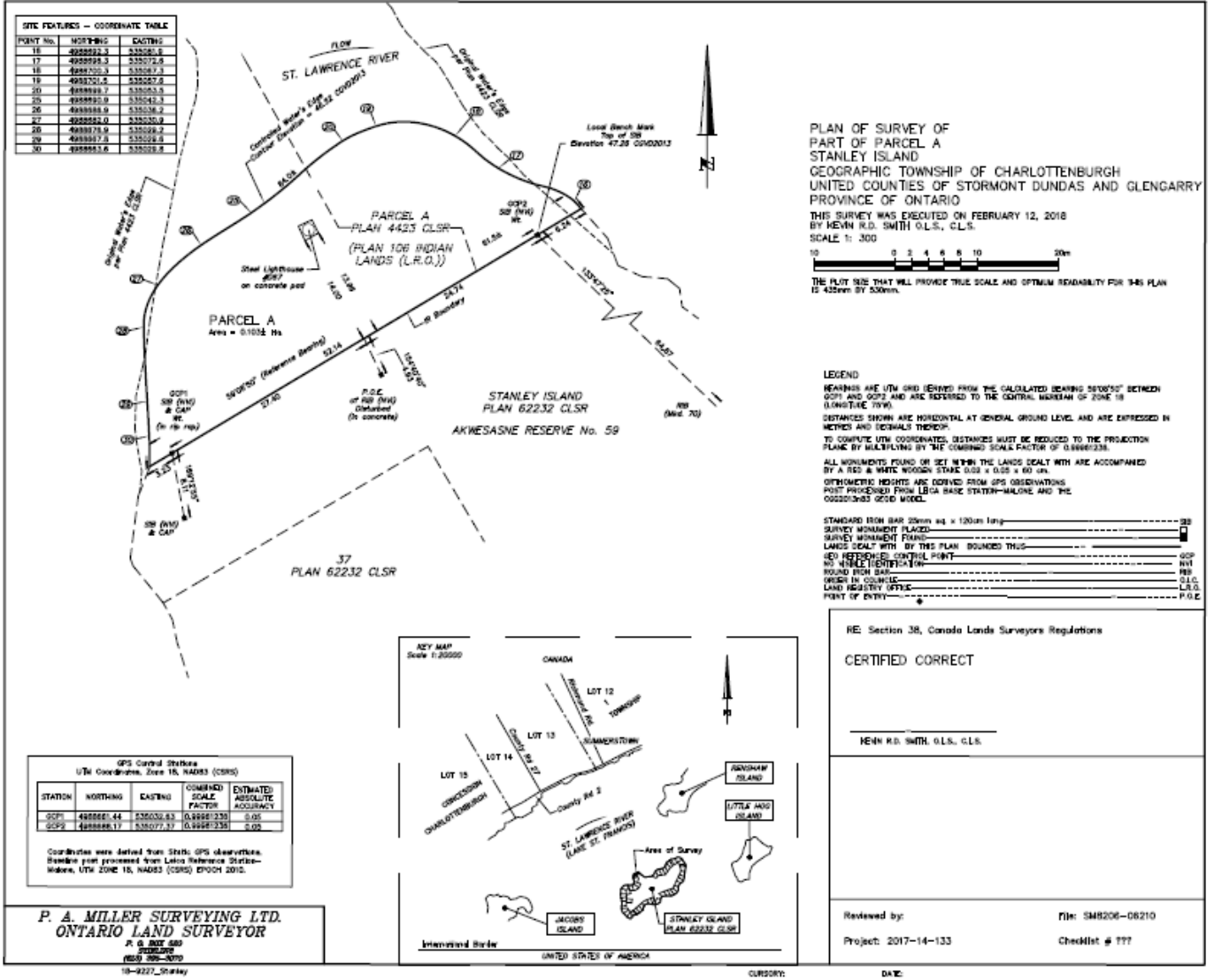
IN WITNESS WHEREOF the Grand Chief of the Mohawks of Akwesasne on behalf of the Mohawk Council of Akwesasne, and the Minister [to be determined] on behalf of Her Majesty the Queen in Right of Canada have executed this agreement on the dates indicated below.

[signature lines for the Grand Chief]

[signature lines for the Minister]

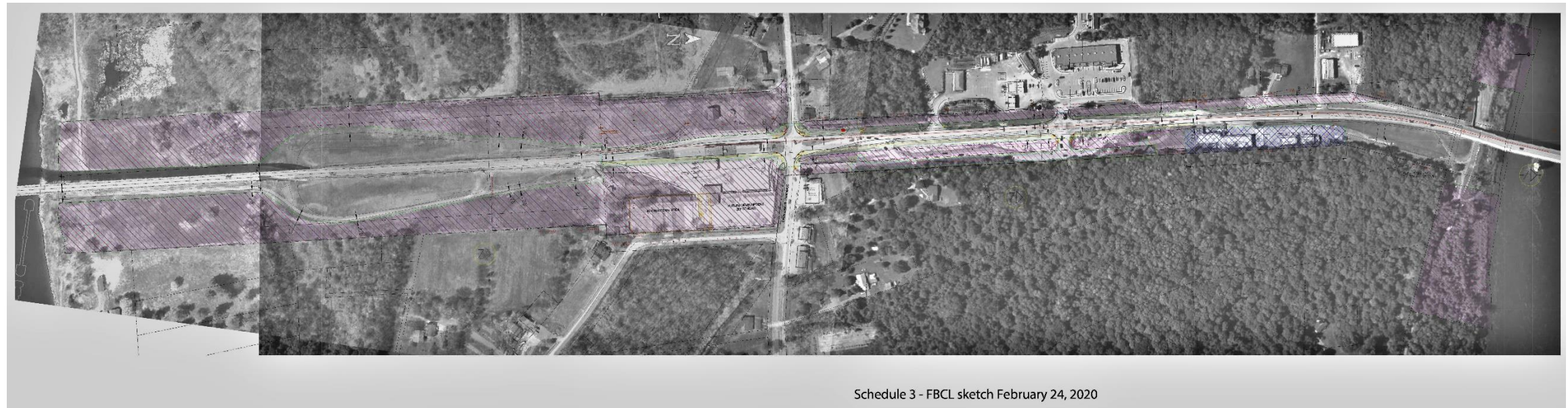
SETTLEMENT AGREEMENT – SCHEDULE 2

Portions of Stanley Island Identification and Description Being surveyed – survey will be added once complete



SETTLEMENT AGREEMENT – SCHEDULE 3
Surplus Bridge Corridor Lands – Identification and Description
(Updated from June 23, 2017 to February 24, 2020 FBCL Sketch)

Being Surveyed – Survey will be added once complete



SETTLEMENT AGREEMENT – SCHEDULE 4

Seaway Claim Settlement Agreement Special Referendum Regulation

[TO BE PROVIDED BY THE MCA, AFTER THIS SETTLEMENT AGREEMENT HAS BEEN INITIALED AS FINAL, FOR INSERTION AS THIS SCHEDULE ONCE REVIEWED BY CANADA AND APPROVED BY MOHAWK COUNCIL RESOLUTION]

SETTLEMENT AGREEMENT - SCHEDULE 5

FORM OF MOHAWK COUNCIL RESOLUTION

WHEREAS, [...]

AND WHEREAS, the Mohawks of Akwesasne have claims against Canada, the Federal Bridge Corporation Limited and the Seaway International Bridge Corporation in relation to, among other things, the expropriation of parts of the Akwesasne reserve for the construction of the St. Lawrence Seaway, the Seaway International Bridge crossing and other related matters as set out in Amended Statement of Claim No. 4 in Federal Court File T-2210-76;

AND WHEREAS, in December 2015, representatives of the Mohawk Council of Akwesasne and the Government of Canada initiated without-prejudice discussions toward an out-of-court settlement of the Seaway Proceedings in the Federal Court;

AND WHEREAS, in December 2017, representatives of the Government of Canada and the Mohawk Council of Akwesasne agreed on an outline of the essential terms and conditions of a final settlement of the Seaway Claim;

AND WHEREAS, in June 2018, the parties have approved the form of the Seaway Claim Final Settlement Agreement;

AND WHEREAS, on [Day and Month,] 2018, the Mohawk Council of Akwesasne passed a resolution enacting the Seaway Claim Settlement Agreement Special Referendum Regulation and conducted a referendum accordingly;

AND WHEREAS, the Mohawks of Akwesasne have approved the Seaway Claim Settlement Agreement in a referendum held pursuant to the Seaway Claim Settlement Agreement Referendum Regulation;

NOW THEREFORE BE IT RESOLVED THAT the Mohawk Council of Akwesasne, on behalf of the Mohawks of Akwesasne, hereby agrees to and approves the terms of the initialed Seaway Claim Settlement Agreement attached to the present resolution, and hereby authorizes and designates Grand Chief [name], District Chief [name], District Chief [name], and District Chief [name] to sign the Settlement Agreement.

SETTLEMENT AGREEMENT – SCHEDULE 6
FORM OF FBCL BOARD RESOLUTION

WHEREAS the Mohawks of Akwesasne filed a claim against Canada and the St. Lawrence Seaway Authority in the Federal Court in 1976 under Court File No. T-2210-76 (hereinafter “Seaway Proceedings”) in relation to, among other things, the expropriation of parts of the Akwesasne reserve for the construction of the St. Lawrence Seaway, the Seaway International Bridge crossing and other related matters.

WHEREAS, in 1998, the Governor in Council dissolved the St. Lawrence Seaway Authority. The Federal Bridge Corporation Limited (hereinafter “FBCL”), was incorporated and became the parent federal agent Crown corporation to be the custodian of the Canadian portion of the Seaway International Bridge. The Seaway International Bridge Corporation, Ltd. (hereinafter “SIBC”), a subsidiary of FBCL and also an agent Crown corporation, is the operator of the bridge on behalf of FBCL and the American partner. In 2000, the Mohawks of Akwesasne added FBCL and SIBC as defendants in the Seaway Proceedings.

WHEREAS the Mohawk Council of Akwesasne (hereinafter, “MCA”) is the community government of the Mohawks of Akwesasne, comprised of a Grand Chief and twelve District Chiefs elected under the Akwesasne Election Law. The MCA is duly authorized to act in respect of this matter on behalf of the Mohawks of Akwesasne.

WHEREAS the Parties to the Seaway Proceedings, including FBCL and SIBC, are in agreement that Aboriginal claims, such as those asserted in the Seaway Claim, should be addressed and resolved in the spirit of reconciliation.

WHEREAS, in December 2015, the MCA and Canada entered into without prejudice discussions leading to a determination by the Parties to the Seaway Proceedings, including FBCL and SIBC, that a negotiated resolution of the Seaway Proceedings was possible in accordance with the terms and conditions contained in the proposed Settlement Agreement.

WHEREAS the Parties to Seaway Proceedings, including FBCL and SIBC, agree to enter into the proposed Settlement Agreement with the intention of fostering a spirit of reconciliation among the said Parties, and promoting good and respectful relations among them in the future.

NOW THEREFORE BE IT RESOLVED

THAT the Board of Directors of FBCL approve the terms and conditions of the proposed Settlement Agreement in so far as they relate to FBCL and authorize its Chief Executive Officer to execute the proposed Agreement on behalf of FBCL.

SETTLEMENT AGREEMENT - SCHEDULE 7
FORM OF SIBC BOARD RESOLUTION

WHEREAS the Mohawks of Akwesasne filed a claim against Canada and the St. Lawrence Seaway Authority in the Federal Court in 1976 under Court File No. T-2210-76 (hereinafter “Seaway Proceedings”) in relation to, among other things, the expropriation of parts of the Akwesasne reserve for the construction of the St. Lawrence Seaway, the Seaway International Bridge crossing and other related matters.

WHEREAS, in 1998, the Governor in Council dissolved the St. Lawrence Seaway Authority. The Federal Bridge Corporation Limited (hereinafter “FBCL”), was incorporated and became the parent federal agent Crown corporation to be the custodian of the Canadian portion of the Seaway International Bridge. The Seaway International Bridge Corporation, Ltd. (hereinafter “SIBC”), a subsidiary of FBCL and also an agent Crown corporation, is the operator of the bridge on behalf of FBCL and the American partner. In 2000, the Mohawks of Akwesasne added FBCL and SIBC as defendants in the Seaway Proceedings.

WHEREAS the Mohawk Council of Akwesasne (hereinafter, “MCA”) is the community government of the Mohawks of Akwesasne, comprised of a Grand Chief and twelve District Chiefs elected under the Akwesasne Election Law. The MCA is duly authorized to act in respect of this matter on behalf of the Mohawks of Akwesasne.

WHEREAS the Parties to the Seaway Proceedings, including FBCL and SIBC, are in agreement that Aboriginal claims, such as those asserted in the Seaway Claim, should be addressed and resolved in the spirit of reconciliation.

WHEREAS, in December 2015, the MCA and Canada entered into without prejudice discussions leading to a determination by the Parties to the Seaway Proceedings, including FBCL and SIBC, that a negotiated resolution of the Seaway Proceedings was possible in accordance with the terms and conditions contained in the proposed Settlement Agreement.

WHEREAS the Parties to the Seaway Proceedings, including FBCL and SIBC, agree to enter into the proposed Settlement Agreement with the intention of fostering a spirit of reconciliation among the said Parties, and promoting good and respectful relations among them in the future.

NOW THEREFORE BE IT RESOLVED

THAT the Board of Directors of SIBC approve the terms and conditions of the proposed Settlement Agreement in so far as they relate to SIBC and authorize its President and Chief Executive Officer to execute the proposed Agreement on behalf of SIBC.

SETTLEMENT AGREEMENT – SCHEDULE 8

**FORM OF MOHAWK COUNCIL RESOLUTION FOR PAYMENT
& DIRECTION TO PAY**

RESOLUTION

The Mohawks of Akwesasne authorize and direct Canada to pay the Settlement Amount, being \$45,000,000.00 set out in Section 3.0 of the Seaway Claim Settlement Agreement in accordance with the Direction to Pay attached hereto.

DIRECTION TO PAY

TO CANADA:

Pursuant to the terms of the Seaway Claim Settlement Agreement, the Mohawks of Akwesasne direct Canada to pay any and all amounts owing to the Mohawks of Akwesasne under the Seaway Claim Settlement Agreement as follows:

NAME OF FINANCIAL INSTITUTION: _____

ADDRESS OF FINANCIAL INSTITUTION: _____

NAME OF ACCOUNT HOLDER: _____

TRANSIT NUMBER OF FINANCIAL INSTITUTION: _____

ACCOUNT NUMBER: _____

AND THIS SHALL BE YOUR CLEAR AND IRREVOCABLE DIRECTION TO PAY.

SETTLEMENT AGREEMENT - SCHEDULE 9

CERTIFICATE OF LEGAL ADVICE

I, Nathan Richards, lawyer, of the City of Montreal, in the Province of Québec, do hereby certify as follows:

1. I am a member in good standing of the Barreau du Québec and the Law Society of Ontario and am qualified to practice law in the Provinces of Québec and Ontario.
2. I was retained in my professional capacity to provide independent legal advice to the Mohawks of Akwesasne with respect to the Seaway Claim, including the terms of settlement of the Seaway Claim and the preparation, execution and implementation of the Seaway Claim Settlement Agreement (the "Settlement Agreement")
3. I have advised the Mohawk Council of Akwesasne as to the legal nature and effect upon the Mohawks of Akwesasne of the Settlement Agreement and the effect of its implementation upon the Mohawk Council of Akwesasne.
4. I have also advised the Mohawk Council of Akwesasne with respect to the management and use of the Settlement Amount by the Mohawk Council of Akwesasne including the deposit by Canada of the Settlement Amount into an account in a Financial Institution.
5. I was present at the following Information Meetings (as defined in the Seaway Claim Settlement Agreement Special Referendum Regulation) called for the purpose of explaining to the Mohawks of Akwesasne the Settlement Agreement:

Location of Meetings:	Date and Time:
_____	_____
_____	_____
_____	_____

6. I made a presentation at the said Information Meetings to the Mohawks of Akwesasne then present regarding the legal nature and effect upon the Mohawks of Akwesasne of the Settlement Agreement and its implementation. I answered any relevant legal questions raised at the Information Meetings to the best of my professional ability.
7. I was also available, as needed, to answer questions from any of the Mohawks of Akwesasne, including any individual Mohawk of Akwesasne who was not in attendance at the above Information Meetings as to the legal nature and effect upon the Mohawks of Akwesasne of the Settlement Agreement and its implementation and to answer, to the best of my ability, any and all such questions referred to me by the Mohawk Council of Akwesasne.
8. I have provided independent legal advice with respect to the matters set out in Section 2 of this Certificate.

Witness' Signature: _____)
)
 Name of Witness: _____)
)
 Address: _____)
 _____)
 Date: _____)

Nathan Richards,
 Legal Counsel for the Mohawks of
 Akwesasne for the Settlement
 Agreement of the Seaway Claim