

**TREATY LAND ENTITLEMENT SETTLEMENT
AMENDING AGREEMENT**

BETWEEN

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

OF THE FIRST PART

-AND-

**THE LONG PLAIN INDIAN BAND,
(also known as
THE LONG PLAIN FIRST NATION)
as represented by
its Chief and Councillors**

OF THE SECOND PART

- AUGUST 3, 1994

TREATY LAND ENTITLEMENT SETTLEMENT
AMENDING AGREEMENT

THIS AMENDING AGREEMENT made this 3rd day of August , A.D.
1994

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by
the Minister of Indian Affairs and Northern Development
(hereinafter referred to as "Canada")

OF THE FIRST PART

-AND-

LONG PLAIN INDIAN BAND,
(also known as "LONG PLAIN FIRST NATION")
as represented by its Chief and Councillors
(hereinafter referred to as "the First Nation")

OF THE SECOND PART

WHEREAS the parties executed a Treaty Land Entitlement Settlement Agreement (hereinafter referred to as "the Settlement Agreement") on even date with this Amending Agreement;

AND WHEREAS the First Nation, by Band Council Resolution dated the 24th day of May, 1994, a copy of which is attached hereto as Schedule "A", requested an amendment to Article 10 of the Settlement Agreement in order to clarify the application of the terms of that Article;

AND WHEREAS Article 11.1 of the Settlement Agreement provides that the parties may execute such further documents as are necessary to carry out and implement the terms of the Settlement Agreement and the First Nation has authorized, empowered and directed its Council to act for and on its behalf in executing such documents;

AND WHEREAS Canada has agreed to the request of the First Nation to amend the Settlement Agreement to clarify the application of the terms of Article 10 as hereinafter set forth;

NOW THEREFORE the parties agree as follows:

1. The Settlement Agreement is hereby amended by adding the following clause immediately after Article 10.2:

"10.3 Notwithstanding the provisions of Articles 10.1 and 10.2, and for greater certainty, Canada undertakes and agrees that:

(a) Canada will only rely on the indemnity hereinbefore given by the First Nation with respect to any claims for Loss of Use in those circumstances where Canada is able to rely upon the release given by the First Nation in favour of Canada under Article 9 as such provision relates to any claims the First Nation may have for Loss of Use; and

(b) in the event the First Nation, or any member of the First Nation, brings an action against Canada for a claim for Loss of Use and such action is unsuccessful, Canada will limit any claim for costs against the First Nation arising out of the indemnity hereinbefore given by the First Nation to:

(i) the amount (if any) actually ordered by the court hearing the action to be paid by the First Nation or any member of the First Nation to Canada; and

(ii) the situation in which the decision to commence such action had been ratified by the Eligible Members in accordance with the ratification procedure set out in Schedule "B" (with such amendments as the circumstances may reasonably require)."

IN WITNESS WHEREOF the Minister of Indian Affairs and Northern Development on behalf of Her Majesty the Queen in Right of Canada has executed this Agreement under his hand and seal this 3rd day of August, A.D. 1994, at the City of Ottawa, in the Province of Ontario.

[Signature]
WITNESS

[Signature]
MINISTER OF INDIAN AFFAIRS
AND NORTHERN DEVELOPMENT

AND FURTHERMORE, IN WITNESS WHEREOF the Long Plain Indian Band, as represented by the Chief and Councillors of the First Nation, for themselves and on behalf of the Indians of the First Nation, have executed this Agreement under their respective hands this 3rd day of August, 1994, at the Long Plain F.N. Reserve, in the Province of Manitoba.

[Signature]
WITNESS

[Signature]
CHIEF

[Signature]
WITNESS

[Signature]
COUNCILLOR

[Signature]
WITNESS

[Signature]
COUNCILLOR

[Signature]
WITNESS

[Signature]
COUNCILLOR

[Signature]
WITNESS

[Signature]
COUNCILLOR

(ii) the situation in which the decision to commence such action had been ratified by the Eligible Members in accordance with the ratification procedure set out in Schedule "B" (with such amendments as the circumstances may reasonably require)."

IN WITNESS WHEREOF the Minister of Indian Affairs and Northern Development on behalf of Her Majesty the Queen in Right of Canada has executed this Agreement under his hand and seal this 3rd day of August, A.D. 1994, at the _____ of _____, in the Province of Manitoba.

WITNESS

MINISTER OF INDIAN AFFAIRS
AND NORTHERN DEVELOPMENT

AND FURTHERMORE, IN WITNESS WHEREOF the Long Plain Indian Band, as represented by the Chief and Councillors of the First Nation, for themselves and on behalf of the Indians of the First Nation, have executed this Agreement under their respective hands this 3rd day of August, 1994, at the _____ of _____, in the Province of Manitoba.

WITNESS

CHIEF

WITNESS

COUNCILLOR

WITNESS

COUNCILLOR

WITNESS

COUNCILLOR

WITNESS

COUNCILLOR

SCHEDULE "A"

BAND COUNCIL RESOLUTION
 OF THE LONG PLAIN FIRST NATION BAND COUNCIL
 DATED THIS 24th DAY OF May, 1994

Pursuant to the consent of a majority of the Council of the Long Plain Indian Band ("the Council") present at a duly convened special meeting held on the 24th day of May, 1994;

WHEREAS Canada and the Long Plain Indian Band ("the First Nation") have reached an agreement for the settlement of the First Nation's Treaty Land Entitlement Claim;

AND WHEREAS the eligible members of the First Nation ratified the terms of the proposed settlement agreement in a vote held May 12, 1994;

AND WHEREAS Article 10 of the settlement agreement obliges the First Nation to indemnify Canada, as more particularly therein set out;

AND WHEREAS it is seen to be in the best interests of the First Nation to seek to clarify the application of the terms of that Article;

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. THAT the Council requests Canada that the Treaty Land Settlement Agreement be amended so as to clarify the application of the terms of Article 10 thereof in the following manner:

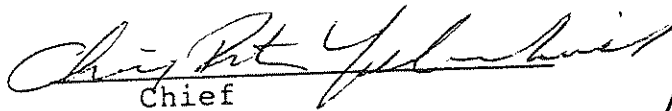
"10.3 Notwithstanding the provisions of Articles 10.1 and 10.2, and for greater certainty, Canada undertakes and agrees that:

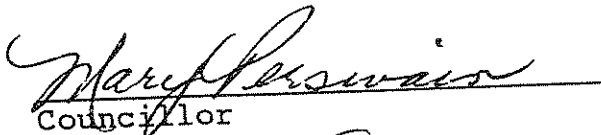
- (a) Canada will only rely on the indemnity hereinbefore given by the First Nation with respect to any claims for Loss of Use in those circumstances where Canada is able to rely upon the release given by the First Nation in favour of Canada under Article 9 as such provision relates to any claims the First Nation may have for Loss of Use; and

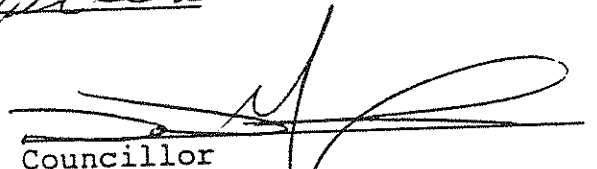
(b) in the event the First Nation, or any member of the First Nation, brings an action against Canada for a claim for Loss of Use and such action is unsuccessful, Canada will limit any claim for costs against the First Nation arising out of the indemnity hereinbefore given by the First Nation to:

(i) the amount (if any) actually ordered by the court hearing the action to be paid by the First Nation or any member of the First Nation to Canada; and

(ii) the situation in which the decision to commence such action had been ratified by the Eligible Members in accordance with the ratification procedure set out in Schedule "B" (with such amendments as the circumstances may reasonably require)."


Chief


Councillor


Councillor


Councillor


Councillor

A quorum for the Long Plain Indian Band consists of 3 Council members.

