

SCHEDULE 20-1

RATIFICATION PROTOCOL

between

**TATASKWEYAK CREE NATION and WAR LAKE
FIRST NATION operating as CREE NATION
PARTNERS,**

- and -

YORK FACTORY FIRST NATION,

- and -

FOX LAKE CREE NATION,

- and -

THE MANITOBA HYDRO-ELECTRIC BOARD.

DATED JULY 29, 2008.

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RATIFICATION PROTOCOL

THIS MEMORANDUM OF AGREEMENT made the 29th day of July, 2008.

BETWEEN:

**TATASKWEYAK CREE NATION (“TCN”) and WAR
LAKE FIRST NATION (“War Lake”), operating as
CREE NATION PARTNERS,**

(hereinafter called "**Cree Nation Partners**"),

OF THE FIRST PART,

- and -

YORK FACTORY FIRST NATION,

(hereinafter called "**York Factory**"),

OF THE SECOND PART,

- and -

FOX LAKE CREE NATION,

(hereinafter called "**Fox Lake**"),

OF THE THIRD PART,

- and -

THE MANITOBA HYDRO-ELECTRIC BOARD,

(hereinafter called "**Hydro**"),

OF THE FOURTH PART.

ARTICLE 1

DEFINITIONS

Defined Terms

1.1 For the purposes of this **Ratification Protocol**, the following terms, when the first letter is capitalized and the term is in bold, shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings, and where the first letter of a term is capitalized and the term is in bold but not set out below, that term shall have the meaning accorded to it in the **JKDA**:

“**Advance Poll**” means the first vote to be taken in the **Referendum** on a date not sooner than two (2) weeks prior to the **Referendum Poll**.

“**Advance Tax Ruling**” in respect of a **Ratifying KCN** means a favourable advance tax ruling from the Canada Revenue Agency related to the structure of its investment in the **Limited Partnership**, in substantially the form set out in its ruling request made to the Canada Revenue Agency, a copy of which request shall have been provided to **Hydro** on or before the date of this **Ratification Protocol**.

“**EAPF**” means the Environment Act Proposal Form required to be filed with Manitoba Conservation pursuant to *The Environment Act* (Manitoba) to initiate the process for the review of a development pursuant to the said Act.

“**Frozen JKDA**” means the form of the draft **JKDA** as at the **Ratification Protocol Date** agreed to in principle by the senior negotiators for **Hydro** and the **Keeyask Cree Nations** representing at least a **KCN Majority**, subject to such minor revisions thereto as may be agreed to by **Hydro** and the **Keeyask Cree Nations** representing at least a **KCN Majority**.

“**JKDA Signing Date**” means the date which is thirty (30) days following the date on which **Members** of a **Keeyask Cree Nation**, pursuant to a **Referendum Poll**, ratify the signing of the **JKDA**, as evidenced by a **Referendum Certificate**, or such earlier or later date as the **Ratifying KCN** and **Hydro** may agree.

“**JKDA Freeze Date**” means June 25, 2008, being the date on which the senior negotiators for **Hydro** and the **Keeyask Cree Nations** representing a **KCN Majority** agreed to recommend to their respective principals that the process to submit the draft **JKDA** to **Members** for a **Referendum** in the manner provided in Article 3 of this **Ratification Protocol** should begin.

“Non-Ratifying KCN” means each **Keeyask Cree Nation** whose **Members** did not ratify the signing of the **JKDA**, in the manner provided in Article 3 of this **Ratification Protocol**.

“Ratification Protocol Date” means the date on which this **Pre-Ratification Agreement** is signed by **Hydro** and the **Keeyask Cree Nations** representing at least a **KCN Majority**.

“Process Officer” means the process officer appointed from time to time pursuant to the **Referendum Rules** attached hereto as Appendix A.

“Ratifying KCN” means each **Keeyask Cree Nation** whose **Members** ratify the signing of the **JKDA**, in the manner provided in Article 3 of this **Ratification Protocol**.

“Referendum” means, with respect to each **Keeyask Cree Nation**, the submission of the **JKDA** to a vote of its **Members**, in the manner described in Article 3 of this **Ratification Protocol**.

“Referendum Certificate” means a certificate confirming the results of the **Referendum** to be provided by the **Process Officer** to **Chief and Council** and to **Hydro**, as provided in this **Ratification Protocol**.

“Referendum Question” means the question, attached hereto as Appendix B, to be put before the **Members** for a vote in the **Referendum**;

“Referendum Poll” means the vote to be taken in the **Referendum** to be held, in the case of either **TCN** or **War Lake**, on a date which is not later than six (6) months from the **Ratification Protocol Date**, and in the case of either **York Factory** or **Fox Lake**, on a date which is not later than eight (8) months from the **Ratification Protocol Date**, or such earlier or later date as **Hydro** and the **Keeyask Cree Nations** representing at least a **KCN Majority** may agree.

“Referendum Rules” means the rules relating to the conduct of the **Referendum**, attached hereto as Appendix A.

ARTICLE 2

ENVIRONMENT ACT PROPOSAL FORM

Filing of the EAPF

2.1 The **Parties** hereto agree that the **EAPF** in respect of the **Keeyask Project** be filed by **Hydro** with Manitoba Conservation after January 1, 2009, or such earlier or later date as **Hydro** and the **Keeyask Cree Nations**, acting by a **KCN Majority**, may agree.

Notification of Intended Proponent

2.2 When filing the **EAPF**, **Hydro** will advise Manitoba Conservation in writing that it is the intention of the **Parties** that the **Limited Partnership**, intended to be established by the **Parties** prior to the filing of the **EIS**, will be the proponent of the **Keeyask Project** for the purposes of *The Environment Act* (Manitoba).

Notification of Proponent

2.3 Upon the establishment of the **Limited Partnership** on the **Subscription Date** as provided in the **JKDA**, **Hydro** and the **Limited Partnership** will advise Manitoba Conservation in writing that the **Limited Partnership** has been established and shall be the proponent of the **Keeyask Project**, and they will provide such other information regarding the **Limited Partnership** as may be required by Manitoba Conservation.

Federal Filings

2.4 The **Parties** agree that as nearly as possible, with such revisions as are required in the circumstances, a similar process will be followed in respect of any filings in respect of the **Keeyask Project** as are necessary or desirable to be made under the *Canadian Environmental Assessment Act* (Canada), prior to the establishment of the **Limited Partnership**.

ARTICLE 3

RATIFICATION

Referendum

3.1 A **Referendum** will be held by each **Keeyask Cree Nation** to determine whether its **Members** support the signing of the **JKDA** by **Chief and Council**. Each **Referendum** will be conducted in accordance with this Article and the **Referendum Rules**, attached hereto as Appendix A. If there is any inconsistency between the provisions of this Article and the **Referendum Rules**, the provisions of this Article will prevail.

Substantial Compliance with Referendum Rules

3.2 Each **Keeyask Cree Nation** will use its best efforts to comply with the **Referendum Rules** and the results of the **Referendum** will be accepted by the **Parties** hereto unless there has been a material non-compliance with the **Referendum Rules**.

Eligible Voters

3.3 All **Members** of a **Keeyask Cree Nation** who are eighteen (18) years of age or older on the date of the **Referendum** will be entitled to vote in the **Referendum**.

Referendum Question

3.4 The **Referendum Question** for each **Referendum** will be provided in English and may be provided in Cree, if so decided by **Chief and Council**. The English version will be as set out in Appendix B attached hereto, and the Cree version, if there is one, will be substantially the same as the English version.

Polls and Date

3.5 Each **Referendum** shall consist of a **Referendum Poll** and may include an **Advance Poll**.

Vote

3.6 The **Referendum** to determine whether **Members** support the signing of the **JKDA** by **Chief and Council** shall have received a sufficient level of support if:

- (a) one third ($\frac{1}{3}$) of all **Members** eligible to vote, vote: and
- (b) a majority of votes cast are cast in favour of the **Referendum Question**;

subject to **Chief and Council**, by **Council Resolution** made prior to the commencement of the **Referendum** process, establishing a higher threshold.

Second Referendum

3.7 If in a **Referendum** less than one-third (1/3), or such greater threshold as may be set by Chief and Council under section 3.6, of all **Members** eligible to vote, vote, then, at the option of **Chief and Council**, a second **Referendum** may be held, in which event the **JKDA** shall have received a sufficient level of support in such second **Referendum** if a majority of votes cast are cast in favour of the **Referendum Question**.

Date and Process for Second Referendum

3.8 If a second **Referendum** is held, the date for the **Referendum Poll** shall be determined by **Chief and Council**, but shall be not more than ninety (90) days from the date of the first **Referendum Poll**.

Results of Referendum or Second Referendum

3.9 The **Process Officer** shall prepare a **Referendum Certificate**, and shall deliver the same to **Chief and Council** and to **Hydro** in accordance with the **Referendum Rules** within three (3) days of the **Referendum** or the second **Referendum**, if applicable.

Reviews

3.10 Any reviews associated with a **Referendum** shall be dealt with in accordance with the provisions of Article 5 of the **Referendum Rules**.

ARTICLE 4

SIGNING OF THE JKDA

Ratification a Condition Precedent to Signing of JKDA

4.1 The ratification process set out in this **Ratification Protocol** within the time limits specified for a **Referendum Poll**, and the ratification by each **Keeyask Cree Nation** of its **KCN Adverse Effects Agreement** in accordance with the terms of its **KCN Adverse Effects Agreement**, is a condition precedent to the signing of the **JKDA** by a **Keeyask Cree Nation**. If **Members** of a **Keeyask Cree Nation** do not ratify the signing of the **JKDA** in the manner and within the time limits provided in this **Ratification Protocol**, or do not ratify the signing of its **KCN Adverse Effects Agreement** in accordance with the terms of its **KCN Adverse Effects Agreement**, then the **Chief and Council** of that **Keeyask Cree Nation** cannot sign the **JKDA**.

Signing after Ratification

4.2 Provided that:

- (a) the Lieutenant Governor in Council, by Order in Council, has approved such of the transactions contemplated by the **JKDA** as are required to be approved by the Lieutenant Governor in Council pursuant to the **Hydro Act**;
- (b) **Keeyask Cree Nations** representing at least a **KCN Majority** have ratified the signing of the **JKDA** in the manner and within the time limits provided in this **Ratification Protocol**; and
- (c) **Members** of each **Ratifying KCN** also have voted in favour of **Chief and Council** signing its **KCN Adverse Effects Agreement**;

then each **Ratifying KCN** that has received its **Advance Tax Ruling** and **Hydro** will sign the **JKDA** on the **JKDA Signing Date**, provided further that if there then are **Non-Ratifying KCN**, each such **Ratifying KCN** that has received its **Advance Tax Ruling** and **Hydro**, prior to signing the **JKDA**, will act expeditiously and in good faith to restate the **JKDA** so as to delete the references to each **Non-Ratifying KCN** in accordance with the principles set out in section 4.5, and each such **Ratifying KCN** and **Hydro** will sign such restated **JKDA** on the **JKDA Signing Date**, without requiring further approvals.

Restating and Re-Signing the JKDA

4.3 If the **JKDA** is signed when there are **Non-Ratifying KCN**, and a **Non-Ratifying KCN** subsequently ratifies the **JKDA** in the manner and within the time limits

provided in this **Ratification Protocol**, and provided that each such **Non-Ratifying KCN** also ratifies the signing of its **KCN Adverse Effects Agreement** in accordance with the terms of its **KCN Adverse Effects Agreement**, and has received its **Advance Tax Ruling**, then **Hydro** and the **Ratifying KCN** who did sign the **JKDA** shall act expeditiously and in good faith to restate the **JKDA**, so as to return to the original, if all of the **Non-Ratifying KCN** subsequently ratify the **JKDA** and meet the conditions described above, or add back the references to each **Non-Ratifying KCN** which subsequently ratifies the **JKDA** in the manner and within the time limits provided herein and meets the conditions described above, if applicable, and all such parties shall sign such restated **JKDA** without requiring further approvals.

Principles for a Restated JKDA

4.4 For the purposes of restating the **JKDA** for the benefit of the parties who will sign the **JKDA**, as provided in section 4.2 of this **Ratification Protocol**:

- (a) a **Keeyask Cree Nation** not ratifying or signing the **JKDA** in the manner and within the time limits provided in this **Ratification Protocol** shall not be entitled to any of the benefits described in the **JKDA**, but nonetheless **Hydro** and the **Keeyask Cree Nations** signing the **JKDA** agree that the **Limited Partnership** may allow a **Keeyask Cree Nation** not signing the **JKDA** to participate in the following:
 - (i) the benefits of any construction employment targets described in subsection 12.6 of the **JKDA**;
 - (ii) the benefits of any employment targets for **Operational Jobs** described in section 12.7 of the **JKDA**;
 - (iii) the **Working Group on Operational Jobs** in the manner described section 12.7 of the **JKDA**;
 - (iv) business opportunities arising from the construction of the **Keeyask Project** through **Direct Negotiation**, but only to the extent, and on the terms and conditions described in Article 13 of the **JKDA**;
 - (v) the **Construction Advisory Committee** and the **Monitoring Advisory Committee**, described in section 4.6 of the **JKDA**, in the manner set out in their respective terms of reference;
 - (vi) the provision of referral services to Manitoba on behalf of its **Members** with respect to employment on the **Keeyask Project**, in the manner described in section 12.3 of the **JKDA**; and

- (ix) the **Advisory Group on Employment** described in section 12.5 of the **JKDA**, in the manner set out in its terms of reference;
- (b) a **Keeyask Cree Nation** not signing the **JKDA** within the time specified in this **Ratification Protocol**:
 - (i) shall not be entitled to participate in environmental and regulatory licensing processes and decisions in the manner set out in the **JKDA** or in the **Environmental Protocol**;
 - (ii) shall not be entitled to the benefit of any **Fundamental Features** or agreements relating to **Fundamental Features**;
 - (iii) shall not have the right to participate in any decision-making, either of the **Limited Partnership** or otherwise pursuant to the **JKDA**; and
 - (iv) shall not be entitled to invest in the **Limited Partnership**; and
- (c) the share in the equity of the **Limited Partnership** that otherwise would have gone to a **Keeyask Cree Nation** not signing the **JKDA** within the time specified in this **Ratification Protocol** shall terminate and shall not be reallocated among the remaining **Keeyask Cree Nations** signing the **JKDA**.

Rights Not Extended

4.5 Nothing in section 4.4 is intended to grant, or does grant a **Keeyask Cree Nation** not executing the **JKDA** the right to the benefit of, or to enforce, any provision of the **JKDA**. A **Keeyask Cree Nation** not signing the **JKDA** will have no right to enforce the provisions of section 4.4 of this **Ratification Protocol** against any other party to this **Ratification Protocol**.

Without Prejudice to Prior Rights

4.6 The fact that a **Keeyask Cree Nation** does not sign the **JKDA** shall be without prejudice to its rights and interests as they existed prior to the entering into of this **Ratification Protocol**, including pursuant to each of the **TCN 1992 Agreement**, the **TCN 1996 Agreement**, the **NFA**, the **War Lake 2005 Agreement**, the **York Factory Comprehensive Agreement** and the **Fox Lake ISA**, and including rights under section 35 of the *Constitution Act, 1982*, except that:

- (a) each of the **Agreement in Principle**, the **War Lake Participation Agreement**, the **Principals' Memorandum** and the **Process Proposal** shall be terminated and of no force or effect; and
- (b) the **Confidentiality Agreements** shall continue in full force and effect.

ARTICLE 5

GENERAL PROVISIONS

Further Assurances

5.1 Each of the parties hereto from time to time and without further consideration, shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents, directives, authorizations, and things as another party hereto may reasonably require from time to time for the purpose of giving effect to this **Ratification Protocol** or more effectively completing any matter provided for in this **Ratification Protocol** and shall take all such steps as may be reasonably within its power to implement to their full extent the provisions of this **Ratification Protocol**.

Notice

5.2 All notices and other communication provided for in this **Ratification Protocol** shall be in writing, and shall be given by personal delivery or sent by registered mail or facsimile, charges pre-paid and confirmed by telephone, to the applicable addresses or facsimile numbers set out in this section, or to addresses or facsimile numbers which a party may from time to time designate to the other parties. Any such communication shall be deemed to have been validly and effectively given on the date of such delivery, if such date is a business day and such delivery has been made during the normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the business day next following such date of delivery. The addresses for the parties are:

To Cree Nation Partners:

Manager of Future Development
Tataskweyak Cree Nation
General Delivery
Split Lake, Manitoba, R0B 1P0

Fax Number: 204-342-2270

Manager of Future Development
War Lake First Nation
General Delivery
Ilford, Manitoba, R0B 0S0

Fax Number: 204-288-4371

General Counsel for the CNP
c/o Campbell, Marr LLP
10 Donald Street
Winnipeg, Manitoba, R3C 1L5

Fax Number: 204-943-7997

To York Factory:

Manager of Future Development
York Factory Cree Nation Future Development Office
General Delivery
York Landing, Manitoba, R0B 2B0

Fax Number: 204-341-2261

General Counsel for York Factory
c/o D'Arcy and Deacon LLP
1200 -330 St. Mary Avenue
Winnipeg, Manitoba, R3C 4E1

Fax Number: 204-943-4242

To Fox Lake:

Project Manager - Negotiations Office
Fox Lake Cree Nation
102 - 720 Broadway Avenue
Winnipeg, Manitoba, R3G 0X1

Fax Number: 204-953-2763

To Hydro:

Manitoba Hydro
Attention: General Counsel
3rd Floor, 820 Taylor Avenue
Winnipeg Manitoba, R3C 2P4

Fax Number: 204-474-4947

Assignment

5.3 No **Party** may assign its rights or obligations under this **Ratification Protocol** without the prior written consent of the other parties, provided, however, that no

assignment shall relieve the assigning party of its obligations under this **Ratification Protocol** unless such relief is expressly consented to by the other parties. Any purported assignment made in contravention of this **Ratification Protocol** shall be null and void and have no legal effect.

Enurement

5.4 This **Ratification Protocol** shall enure to the benefit of and be binding upon the **Parties** and their respective successors and permitted assigns.

Counterparts

5.5 This **Ratification Protocol** may be executed in counterparts, each of which shall constitute an original and all of which taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF the **Parties** have executed this **Ratification Protocol** as of the day and year first above written.

TATASKWEYAK CREE NATION

Chief •

Councillor •

(signed)
Councillor •

(signed)
Councillor •

(signed)
Councillor •

(signed)
Councillor •

(signed)
Councillor •

WAR LAKE FIRST NATION

(signed)
Chief •

(signed)
Councillor •

Councillor •

YORK FACTORY FIRST NATION

(signed)
Chief •

(signed)
Councillor •

(signed)
Councillor •

(signed)
Councillor •

Councillor •

FOX LAKE CREE NATION

(signed)
Chief •

(signed)
Councillor •

(signed)
Councillor •

Councillor •

THE MANITOBA HYDRO-ELECTRIC BOARD

Per:

(signed)

Per:

(signed)

APPENDIX A
REFERENDUM RULES

ARTICLE 1

INTRODUCTION

1.1 Capitalized and bolded terms used in this Schedule and not otherwise defined in this Schedule will have the meanings ascribed to such terms in the **JKDA**.

ARTICLE 2

PROCESS OFFICERS

2.1 Process Officer. **Chief and Council** of each **Keeyask Cree Nation** will appoint a process officer to oversee the conduct of the **Referendum** and will provide written notice of such appointment to **Hydro**. If **Chief and Council** of a **Keeyask Cree Nation** determines that such process officer needs to be replaced for any reason, such **Chief and Council** may appoint a replacement process officer and shall provide written notice of such appointment to **Hydro**.

2.2 Deputy Process Officer. The **Process Officer**, with the approval of **Chief and Council**, may appoint deputy **Process Officers** and such other officers and employees as are necessary to enable the **Process Officer** to carry out the duties assigned under the **JKDA** and these **Referendum Rules**.

2.3 Voting by Process Officer and Deputy Process Officer. The **Process Officer** and any deputy **Process Officers** or other officers appointed pursuant to section 2.1 or 2.2, will not engage in, or participate in any political activities in favour of or against the **JKDA**, but the **Process Officer** and any deputy **Process Officers** or other officers may vote in the **Referendum**.

2.4 Oath of Confidentiality. The **Process Officer** and the deputy **Process Officers** and any other officers appointed under section 2.2 of these **Referendum Rules** will take an Oath of Confidentiality in the form attached hereto prior to assuming any duties in relation to the **Referendum**.

2.5 Powers and Duties of the Process Officer. The **Process Officer** will:

- (a) exercise general direction and supervision over the administrative conduct of the **Referendum**, including preparing the voters list, preparing ballots, procuring ballot boxes and ballot papers and such other matters and things as are necessary for the conduct of the **Referendum**, in the manner provided in the **JKDA** and these **Referendum Rules**;
- (b) issue instructions to any deputy **Process Officers** as may be necessary to ensure the **Referendum** is carried out;
- (c) if requested by an eligible voter, provide reasonable assistance to an eligible voter in completing his or her ballot without influencing his or her vote; and

- (d) conduct a fair and impartial **Referendum**.

2.6 Special Powers of Process Officer. In addition to other powers, duties and functions of the **Process Officer** under these **Referendum Rules**, the **Process Officer** may, where an emergency arises or where the **Process Officer** considers it appropriate in the circumstances:

- (a) extend the time or dates for doing anything under these **Referendum Rules**;
- (b) increase the number of deputy **Process Officers**;
- (c) increase the number of polling stations; and
- (d) prescribe forms for the purposes of the **Referendum**;

but the **Process Officer** may not extend the hour for the opening or closing of a poll unless the **Advance Poll**, if any, or the **Referendum Poll** cannot proceed as a result of extenuating circumstances as determined by **Chief and Council**.

ARTICLE 3

REFERENDUM PROCESS

3.1 Member Information Meetings. Each **Keeyask Cree Nation** will, in accordance with paragraph 3.2, convene information meetings at which its consultants and legal advisors will be present to explain the nature and significance of the **JKDA** to **Members**.

3.2 Location of Member Information Meetings. On the day of the **Advance Poll**, if any, and at least fourteen (14) days prior to the **Referendum Poll**, each **Keeyask Cree Nation** will hold at least one information meeting, open to all **Members**, on its reserve and in each of Thompson and Winnipeg. In addition, in respect of **Fox Lake** and **York Factory**, each will hold at least one information meeting, open to all **Members**, in Churchill, and, in respect of **Fox Lake**, in Gillam.

3.3 Content of Written Notice. Each **Keeyask Cree Nation** will give written notice of the **Referendum** and of the information meetings referred to in section 3.2, which written notice will include:

- (a) the times, dates and places of any upcoming information meetings referred to in section 3.2;
- (b) the time, date and polling places for the **Advance Poll**, if any, and the **Referendum Poll**; and
- (c) information as to where copies of the **Frozen JKDA** can be reviewed or obtained.

3.4 Notice. At least fourteen (14) days prior to the first information meeting held pursuant to section 3.2, the notices referred to in section 3.3 will be:

- (a) posted in not less than three (3) prominent, public locations on the reserve, including the Band Council offices;
- (b) published on one (1) occasion in:
 - (i) the Winnipeg Free Press, and
 - (ii) the Winnipeg Sun.

3.5 Radio Announcement. A radio announcement will be broadcast on at least two (2) occasions on Native Communications Inc., advising listeners of the general purpose of the **JKDA** and of the date on which the **Referendum** will be held.

3.6 Copy of Notices and Announcements. Each **Keeyask Cree Nation** will provide **Hydro** with a copy or transcript of all notices and announcements referred to in sections 3.4 and 3.5.

3.7 Voters List. Each **Keeyask Cree Nation** will provide to its **Process Officer** the names and, where it has them, addresses, of all **Members** eligible to vote in the **Referendum**, from which its **Process Officer** shall prepare its voters list.

3.8 Mail-In Ballots. At least thirty (30) days prior to the **Advance Poll**, if any, or at least forty-five (45) days prior to the **Referendum Poll**, the **Process Officer**, at a minimum, will mail or deliver the following material to at least every person on the voters list for whom the **Keeyask Cree Nation** has provided an address, other than to **Members** living on its reserve lands:

- (a) the times, dates and places of any upcoming public meeting referred to in section 3.2;
- (b) the time, date and polling places for the **Advance Poll**, if any, and the **Referendum Poll**;
- (c) information as to where copies of the **Frozen JKDA** can be reviewed or obtained, including instructions from the **Process Officer** on how to access a copy of the **Frozen JKDA** via the Internet;
- (d) a letter from the **Chief and Council** providing any information relating to the **Frozen JKDA** that the **Chief and Council** determines is appropriate;
- (e) a letter of instruction from the **Process Officer** explaining the procedure for voting by mail-in ballot, and advising the recipient that mail-in ballots must be received by the time the polls close on the day of the **Referendum Poll** in order to be counted;
- (f) a mail-in ballot, initialled on the back by the **Process Officer**;
- (g) an inner envelope marked “Ballot” for insertion of the completed ballot; and

- (h) an outer postage-paid return envelope pre-addressed to the **Process Officer** which is marked with the name of the **Member** to whom the package was sent as the name appears on the voters list.

3.9 Provision of Material upon Request. At the request of a **Member**, the **Process Officer** will provide that **Member** with the material referred to in section 3.8.

3.10 Polling Stations. Polling stations will be set up on the day of the **Advance Poll**, if any, and the **Referendum Poll** on each reserve and may be set up in each of the following locations:

- (a) Churchill;
- (b) Gillam;
- (c) Thompson; and
- (d) Winnipeg.

3.11 Hours of Polling Stations. Polling stations will be kept open from 10:00 a.m. until 8:00 p.m., local time, on the day of the **Advance Poll** and the **Referendum Poll**. An eligible voter who is inside the polling station at the time the polling station is to close will be entitled to vote, but the doors of the polling station will be locked at 8:00 p.m., unless the **Process Officer** decides there are extenuating circumstances which require the hours of the vote to be extended.

3.12 Secret Ballot. Voting will be by secret ballot. Every polling place will be set up such that each eligible voter is screened from observation and can without interruption or interference mark his or her ballot in private.

3.13 Referendum Question. The **Referendum Question** for the **Referendum** is set out in the **Ratification Protocol** and will be the same on both the mail-in ballot and the in-person ballot.

3.14 In-Person Voting. Despite the fact that a **Member** eligible to vote in the **Referendum** may have been provided with a mail-in ballot package pursuant to sections 3.8 or 3.9, a **Member** eligible to vote may choose to vote in person on the day of the **Advance Poll**, if any, or the **Referendum**, rather than by mail-in ballot.

3.15 Void Mail-In Ballots. Immediately following the **Referendum** and before ballots are counted, the **Process Officer** will compare the name on the outside of the outer envelope of each mail-in ballot received, with the names appearing on the voters list. Where the voters list indicates that an individual whose name appears on the outside

of a mail-in ballot has voted in person, the mail-in ballot will be considered void and will not be counted as a vote cast. All other mail-in ballots properly completed will be counted as a vote cast. The inner envelope marked "Ballot" will be separated from the outer envelope prior to the ballot being deposited in the ballot box.

3.16 Receipt of Mail-in Ballots. Mail-in ballots that are not received by the **Process Officer** before the time at which the polls close on the date of the **Referendum** are void and will not be counted as a vote cast.

3.17 Referendum Certificate. Within three (3) days of the results of the **Referendum** being known, the **Process Officer** will provide **Chief and Council** with a **Referendum Certificate** confirming the results of the **Referendum**, which certificate shall indicate the total number of ballots cast, the number of voters who voted "YES", the number of voters who voted "NO" and the number of spoiled ballots. The **Process Officer** will contemporaneously provide a copy of the **Referendum Certificate** to **Hydro** and to each of the other **Keeyask Cree Nations**.

ARTICLE 4

SECOND REFERENDUM

4.1 Second Referendum. Where **Chief and Council** of a **Keeyask Cree Nation** determines to hold a second **Referendum** as provided in the **JKDA**:

- (a) the second **Referendum** will be held within ninety (90) days of the first **Referendum Poll**;
- (b) only a **Referendum Poll**, and not an **Advance Poll**, will be held;
- (c) a public information meeting may, but is not required to be held;
- (d) notice of the date of the second **Referendum Poll** will be posted at least forty-five (45) days before the day on which the second **Referendum** is to be held; and
- (e) substantial compliance with the provisions of these **Referendum Rules**, with such modifications as may be necessary or desirable in the circumstances, shall be sufficient.

4.2 Referendum Rules. The **Referendum Rules** will be followed in any second **Referendum** as nearly as possible, subject to the provisions of section 4.1.

ARTICLE 5

REVIEWS

5.1 Review by Arbitration. If any eligible voter wishes to challenge the **Referendum** on the basis of a reason set forth in section 5.2, the matter will be referred to arbitration to resolve the dispute, in the manner set forth in this Article 5.

5.2 Basis for Review. An eligible voter may, in the manner set out in section 5.3, request a review of the **Referendum** in which he or she is eligible to vote, by an arbitrator, where the eligible voter believes that:

- (a) there was a contravention of these **Referendum Rules** which was reasonably likely to have affected the results of the **Referendum**; or
- (b) there was corrupt practice in connection with the **Referendum** which was reasonably likely to have affected the results of the **Referendum**.

5.3 Submission to Arbitration. A request for review by arbitration shall be made by forwarding a written request to the **Process Officer** within ten (10) calendar days after the day of the **Referendum**, which request will contain the grounds for the review and the facts in support of the stated grounds, and any other relevant information, and which will be accompanied by a statutory declaration, signed by the eligible voter requesting the review, declaring that the information contained therein, to the best of such voter's information and belief, is true and accurate.

5.4 Notice to Chief and Council. Immediately upon receiving a request for a review of the **Referendum**, the **Process Officer** will provide a copy of the request to **Chief and Council, Hydro** and the other **Keeyask Cree Nations**.

5.5 Appointment by Process Officer. Within ten (10) days of the receipt of a request for a review of the **Referendum** as provided in section 5.3, **Chief and Council** will appoint an arbitrator to hear the dispute expeditiously, and within seven (7) days of an arbitrator being appointed, the **Process Officer** will forward to the arbitrator a reply responding to the grounds stated in the request, accompanied by a statutory declaration, signed by the **Process Officer**, declaring that the information contained therein, to the best of the **Process Officer's** information and belief, is true and accurate.

5.6 Qualifications of Arbitrator. An arbitrator appointed pursuant to section 5.5 will:

- (a) be a barrister and solicitor entitled to practice law in the Province of Manitoba;
- (b) not have a pecuniary interest in the matter in dispute; and
- (c) not have had, within a period of one year prior to the date on which the matter was referred to arbitration been a member of a firm that has acted as solicitor, counsel or agent to any **Keeyask Cree Nation**, **Hydro** or any of the parties to the arbitration.

5.7 Arbitration. Where the arbitrator is satisfied that the result of the **Referendum** is not valid, the arbitrator will order that another **Referendum** take place at a date to be set by **Chief and Council** and the arbitrator's decision will be a public document.

5.8 Application of *The Arbitration Act* (Manitoba). The *Arbitration Act* (Manitoba) applies to arbitrations under these **Referendum Rules**, but the arbitrator:

- (a) will determine his/her own procedures, consistent with the principles of fundamental fairness; and
- (b) may determine a review request on the basis of written submissions only.

5.9 No Stay of Proceedings. A request for arbitration does not serve as a stay of ratification of the **JKDA**, or prevent signing of the **JKDA** by the parties.

APPENDIX B

REFERENDUM QUESTION

DO YOU SUPPORT THE CHIEF AND COUNCIL OF [INSERT NAME OF
KEYYASK CREE NATION] SIGNING THE PROPOSED JOINT KEYYASK
DEVELOPMENT AGREEMENT (JKDA)?