

Manitoba Court of Queen's Bench File No.: CI-19-01-24661

Federal Court File No.: T-1673-19

FIRST ADDENDUM TO THE SETTLEMENT AGREEMENT

THE QUEEN'S BENCH, Winnipeg Centre

BETWEEN:

TATASKWEYAK CREE NATION and CHIEF DOREEN SPENCE, on her own behalf and on behalf of all members of TATASKWEYAK CREE NATION

Plaintiffs

- and -

ATTORNEY GENERAL OF CANADA

Defendant

**Class Proceeding commenced under
*The Class Proceedings Act, CCSM. c. C. 130***

- and -

FEDERAL COURT

BETWEEN:

CURVE LAKE FIRST NATION and CHIEF EMILY WHETUNG on her own behalf and on behalf of all members of CURVE LAKE FIRST NATION and NESKANTAGA FIRST NATION and CHIEF CHRISTOPHER MOONIAS on his own behalf and on behalf of all members of NESKANTAGA FIRST NATION

Plaintiffs

- and -

ATTORNEY GENERAL OF CANADA

Defendant

**Class Proceeding commenced under Part 5.1 of the
*Federal Court Rules, SOR/98-106***

FIRST ADDENDUM TO THE SETTLEMENT AGREEMENT

This addendum (the “**Addendum**”) is made as of October 8, 2021.

WHEREAS:

- A. Tataskweyak Cree Nation and Chief Doreen Spence, on their own behalf and on behalf of all Individual Class Members (together, the “**Manitoba Action Plaintiffs**”), Curve Lake First Nation and Chief Emily Whetung, on their own behalf and on behalf of all Individual Class Members (together, the “**Curve Lake First Nation Plaintiffs**”), Neskantaga First Nation and Chief Wayne Moonias and Former Chief Christopher Moonias, each on his own behalf and on behalf of all Individual Class Members (together, the “**Neskantaga First Nation Plaintiffs**”, and collectively with the Curve Lake First Nation Plaintiffs, the “**Federal Action Plaintiffs**”) and Her Majesty the Queen in Right of Canada (all of the foregoing, collectively, the “**Parties**”) entered into a settlement agreement dated September 15, 2021 (the “**Settlement Agreement**”); and
- B. The Parties wish to amend the Settlement Agreement to clarify the availability of Specified Injuries Compensation;

NOW THEREFORE the Parties agree to amend the Settlement Agreement as follows:

1. Capitalized terms used but not defined herein shall have the meanings set out in the Settlement Agreement.
2. Section 8.02(2) of the Settlement Agreement is hereby amended to add the words “Specified Injuries Compensation shall only be paid if the Individual Class Member experienced a Specified Injury or the continuing symptoms of an earlier Specified Injury, as set out in Schedule H, during a year for which Individual Damages would be payable to the Individual Class Member in accordance with the Individual Damages Formula in Section 8.01(2) if it were an Advisory Year (but which, for greater certainty, is not required to have been an Advisory Year).” at the end of the paragraph, as follows:


Confirmed Individual Class Members will be entitled to compensation for Specified Injuries in the amount set out in Schedule H (the “**Specified Injuries Compensation**”), provided that the Claimant establishes that the injury was caused by using treated or tap water in accordance with a Long-Term Drinking Water Advisory, or by restricted access to treated or tap water caused by a Long-Term Drinking Water Advisory, in accordance with the Claims Process and Schedule H. Specified Injuries Compensation shall only be paid if the Individual Class Member experienced a Specified Injury or the continuing symptoms of an earlier Specified Injury, as set out in Schedule H, during a year for which Individual Damages would be payable to the Individual Class Member in accordance with the Individual Damages Formula in Section 8.01(2) if it were an Advisory Year (but which, for greater certainty, is not required to have been an Advisory Year).

3. Sections 1.12, 1.13, 1.14, 1.15, 2.01 and 2.02 of the Settlement Agreement are incorporated by reference herein and shall apply to this Addendum.

4. Section 16.12(1) of the Settlement Agreement is hereby amended to replace the words “section 81(g.3) of the Income Tax Act” with “section 81(1)(g.3) of the Income Tax Act”.
5. The Parties, by their counsel, agree that this Addendum shall be incorporated into the Settlement Agreement.

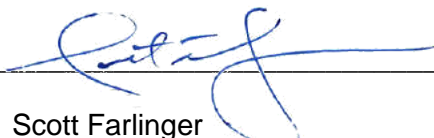
IN WITNESS WHEREOF the undersigned have executed this Addendum on behalf of the Parties as of the date first written above.

**FOR THE MANITOBA ACTION PLAINTIFFS
AND THE FEDERAL ACTION PLAINTIFFS**

By:  _____

Michael Rosenberg
Partner, McCarthy Tétrault LLP
Counsel for the Manitoba Action Plaintiffs
and the Federal Action Plaintiffs

**FOR HER MAJESTY
THE QUEEN IN THE RIGHT OF CANADA**

By:  _____

Scott Farlinger
Senior Counsel, Department of Justice
Counsel for the Defendant