

- g) This Agreement is entered into and the compensation payments contemplated hereunder as set out in Chapter D, are in full and final satisfaction of any past, present or future claim by the FAFN and KFN for any infringement by DBC of any aboriginal or treaty rights and interests of FAFN and KFN as they apply to DBC's lawful activities related to the Project; and
- h) Subject to the terms and conditions of this Agreement, FAFN and KFN irrevocably consent to the Project and all of DBC's lawful activities related to the Project.

AUTHORIZATION

- 3. Concurrently with the execution of this Agreement:
 - (a) FAFN and KFN shall deliver to DBC evidence of a duly executed Band Council Resolution authorizing the execution and delivery of this Agreement;
 - (b) FAFN and KFN shall deliver to DBC evidence and official results of a duly held ratification vote of this Agreement by all eligible voters of FAFN and KFN; and
 - (c) DBC warrants and represents that the signatory to this agreement is a duly authorized officer of De Beers Canada Inc.

APPLICABLE LAWS

- 4. This Agreement shall be governed by and interpreted in accordance with the laws of Ontario and the laws of Canada applicable therein.

ENTIRE AGREEMENT

- 5. Upon this Agreement coming into effect, this Agreement will constitute the entire agreement between the Parties with respect to the subject matters set forth herein and will supersede any prior agreement, negotiation or understanding between the Parties. There are no other collateral agreements or understandings related to the subject matter hereof.
- 6. The Parties acknowledge that they must comply with all laws in force in Canada relating to the Project.
- 7. Nothing herein obligates DBC to develop the Project.