



**AGREEMENT TO PAY IN INSTALLMENTS
ATHABASCA CHIPEWYAN FIRST NATION
TREATY 8 ANNUITIES SETTLEMENT**



Between

(the Settlement PCD recipient)

(the ‘Payee’)

and

Athabasca Chipewyan First Nation

(the ‘ACFN’)

WHEREAS

The ACFN has settled its Treaty 8 Annuities Claim against Canada.

ACFN will be making a \$30,000 Settlement Per Capita Distribution payment (“Settlement PCD”) to individuals who were Members of ACFN and 18 years or older as of April 24th, 2025.

The Payee is an ACFN Member and was 18 years or older as of April 24th, 2025, and is entitled to a \$30,000 Settlement PCD payment.

The Payee wishes to receive their \$30,000 Settlement PCD payment by way of 12 monthly installments of \$2,500 (12 x \$2,500 = \$30,000).

THE PAYEE AND FIRST NATION AGREE AS FOLLOWS:

Definitions

1. In this Agreement the following terms shall have the following meanings:
 - a. **Distribution Date** means the date that the full amount of the \$30,000 Settlement PCD is made available to Members; and
 - b. **ACFN** means Athabasca Chipewyan First Nation and includes its officials, servants, employees, agents, contractors, subcontractors, and other representatives of ACFN;
 - c. **Installment** means a payment of \$2,500 of the \$30,000 Settlement PCD made available to the Payee.

Payment

2. The Payee shall give ACFN \$1.00 as payment for holding their \$30,000 Settlement PCD and delivering it in **Installments**.

Service Provided

3. ACFN shall hold the Payee's \$30,000 Settlement PCD and deliver it to the Payee in **Installments** of \$2,500.

Consideration

4. The Payee and ACFN acknowledge the receipt and sufficiency of the **Payment** for the **Services Provided** and the other good and valuable consideration included in this Agreement.

Payment Schedule

5. The ACFN will make the first **Installment** to the Payee on the **Distribution Date**.
6. ACFN shall make the remaining 11 **Installments** to the Payee on a monthly basis following the **Distribution Date** on the same day of the month as the **Distribution Date**.
7. ACFN shall not make any **Installment** to the Payee before the **Installment** is scheduled to be made.
8. The Payee waives any and all rights to receive any portion of their \$30,000 Settlement PCD before the Payee is scheduled to receive it as an Advanced Payment or in **Installments** in accordance with this Agreement.

Payment Method

9. **Installments** shall be paid by direct deposit in accordance with the banking information provided by the Payee in the "Application and Direct Deposit Form – Athabasca Chipewyan First Nation Treaty 8 Annuities Settlement."

Terms of Payment by Installment

10. The **Installments** shall be paid at face value without any adjustment for CPI and without any interest or investment return.
11. In the event that any interest or investment return is earned on the portion of the Payee's \$30,000 Settlement PCD held by ACFN, ACFN is entitled to the entire amount of that interest or investment return.
12. The Payee waives any and all rights that they may have to interest or an investment return on the portion of their \$30,000 Settlement PCD held by ACFN.

Responsibility and Liability

- 13. It is the Payee’s responsibility to ensure that the banking information provided to ACFN is correct.
- 14. ACFN shall not be liable for any loss or damage of any nature that may result from ACFN making payments in **Installments** in accordance with this Agreement and the “Application and Direct Deposit Form – Athabasca Chipewyan First Nation Treaty 8 Annuities Settlement” or exercising any of its rights or performing any of its obligations under this Agreement.

Termination

- 15. The Payee may terminate this Agreement by providing ACFN with 30 days-notice in writing. There shall be no penalty for termination. Upon the expiry of the 30 days-notice of termination ACFN shall provide the Payee with the remainder of the Payee’s Settlement PCD in a single lump-sum.

General Terms

- 16. This Agreement contains the entire agreement between the Payee and ACFN with respect to the subject matter of this Agreement. The Payee and ACFN acknowledge that they have not relied on any statement, representation, agreement, or warranty except as set out in this Agreement.
- 17. If any term of this Agreement is or becomes unenforceable for any reason it shall be considered separate and severable to such extent, and the remainder of this Agreement shall not be affected and shall continue to be enforceable to the fullest extent permitted by law.
- 18. This Agreement shall not be assigned by either the Payee or ACFN.

DULY EXECUTED this _____ day of _____ 2025.

Printed Name of Payee

ATHABASCA CHIPEWYAN FIRST NATION

Signature of Payee

Signature for Athabasca Chipewyan First Nation

Witnessed by:

Witnessed by:
