

# **TREATY LAND ENTITLEMENT SETTLEMENT AGREEMENT**

**BETWEEN**

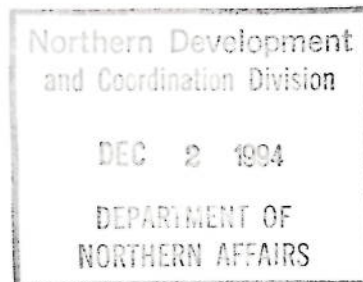
**HER MAJESTY THE QUEEN,  
IN RIGHT OF CANADA,  
as represented by  
the Minister of  
Indian Affairs and Northern Development**

**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**

## TABLE OF CONTENTS

Article 1:	Definitions	4
Article 2:	Federal Payment	8
Article 3:	Process for Dealing with Alleged Loss of Use	10
Article 4:	Set Off by Canada	15
Article 5:	Use of the Settlement Fund	16
Article 6:	Reserve Lands	17
Article 6A:	Implementation Issues	22
Article 7:	Settlement Costs	23
Article 8:	Survey and Environmental Screening Costs	24
Article 9:	Release	25
Article 10:	Indemnity	31
Article 11:	Further Assurances	32
Article 12:	Enurement	32
Article 13:	Approvals	32
Article 14:	Coming into Force	33
Article 15:	Schedules	34
Article 16:	Entire Agreement	35
Article 17:	No Presumptions	35
Article 18:	Programs Unaffected	36
Article 19:	No Benefit	36
Schedule "A":	Trust Agreement	38
Article 1:	Definitions	40
Article 2:	Creation of Long Plain First Nation Trust	45



(ii)

Article 3:	Application and Use of the Trust Property	46
Article 4:	Selection and Acquisition of Entitlement Land	47
Article 5:	Trust Expense Account	52
Article 6:	Trust Development Account	54
Article 7:	Annual Income Surplus	58
Article 8:	Financial Administration and Account Operation Agreement	59
Article 9:	Powers of Trustees	63
Article 10:	Purchase of Authorised Investments	67
Article 11:	Appointment of Initial Trustees	68
Article 12:	Election and Term of Office of Trustees	70
Article 13:	Replacement of Trustees	71
Article 14:	Conduct of Meetings	73
Article 15:	Audit Requirements	74
Article 16:	Conflict of Interest	75
Article 17:	Amendment	77
Article 18:	Voting Procedure	78
Article 19:	Notice	78
Article 20:	Limitation on Liability	79
Article 21:	Other Provisions	80
Appendix "A":	Map Describing Trustees' Areas	86
Appendix "B":	Customs Council	87
Appendix "C":	Certificate of Trustees Regarding Eligible Entitlement Land	89
Appendix "D":	Band Council Resolution Consenting to the Acquisition of Eligible Entitlement Land	90

(iii)

Appendix "E": Band Council Resolution Declining the Acquisition of Eligible Entitlement Land	92
Appendix "F": Results of Vote Report	94
Appendix "G": Tariff of Trustees' Honoraria and Disbursements	96
Appendix "H": Trustees' Certificate of Permitted Purposes	97
Appendix "I": Trust Capital Account Land Acquisition Direction	98
Appendix "J": Trust Capital Account Annual Income Direction	100
Appendix "K": Trust Capital Account Investment Direction	101
Appendix "L": Trust Development Account Direction	103
Appendix "M": Trust Expense Account Direction	105
Appendix "N": Trust Expense Account Investment Direction	107
Appendix "O": Trust Capital Account Direction Regarding Solicitors' Fees	108
Appendix "P": Trust Capital Account Annual Income Advance	110
Appendix "Q": Trustees Certificate	112
Appendix "R": Release Direction	113
<b>Schedule "B": Ratification Procedure</b>	<b>115</b>
Article 1: Definitions	115
Article 2: Preliminary Matters	117
Article 3: Designation and Duties of Ratification Officer	118
Article 4: Notice of Vote	120
Article 5: Information Meetings	120
Article 6: Revisions to List of Voters	121

Article 7:	Ballots	122
Article 8:	Mail In Ballots	122
Article 9:	Advance Polls	124
Article 10:	Voting Hours	125
Article 11:	Voting Procedures	125
Article 12:	Spoiled Ballots	128
Article 13:	Orderly Voting	128
Article 14:	Closing of the Polls	129
Article 15:	Processing Mail In Ballots	129
Article 16:	Certification of Results of Voting	130
Article 17:	Procedural Amendments	131
Article 18:	Objections	132
Article 19:	Minimum Requirements	133
Article 20:	Calculation of Vote	134
Article 21:	Appendices	134
Appendix "A":	Ballot Question	135
Appendix "B":	Band Council Resolution	136
Appendix "C":	Notice of Vote	139
Appendix "D":	Declaration of Ratification Officer	143
Appendix "E":	Declaration of Witness	144
Appendix "F":	Statement of Ratification Vote Results	145
Appendix "G":	Certification of Ratification Vote	146
Appendix "H":	Certification of Ratification Vote	148

(v)

Appendix "I": Appointment of Interpreter	150
Appendix "J": Appointment of Assistant	151

**TREATY LAND ENTITLEMENT SETTLEMENT AGREEMENT**

**THIS 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** Her Majesty the Queen, in right of Great Britain entered into a treaty, known as Treaty No. 1, with certain bands of Chippewa and Swampy Cree Indians on or about August 3, 1871;

**AND WHEREAS** Canada is the successor of Her Majesty the Queen, in right of Great Britain for the purposes of the undertakings given by the Crown under the said treaty;

**AND WHEREAS** the Portage Band was one of the signatories to the said treaty;

**AND WHEREAS,** in the articles of Treaty No. 1, Canada made certain undertakings including the following:

"And Her Majesty the Queen hereby agrees and undertakes to lay aside and reserve for the sole and exclusive use of the Indians the following tracts of land, that is to say:

... for the use of the Indians of whom Oo-za-we-kwun is Chief, so much land on the south and east side of the Assiniboine, about twenty miles above the Portage, as will furnish one hundred and sixty acres for each family of five, or in that proportion for larger or smaller families ... it being understood, however, that if, at the date of the execution of this treaty there are any settlers within the bounds of any lands reserved by any band, Her Majesty reserves the right to deal with such settlers as She shall deem just, so as not to diminish the extent of the land allotted to the Indians";

AND WHEREAS Oo-za-we-kwun was Chief of the Portage Band;


AND WHEREAS as a result of a decision by the members of the Portage Band to split into three separate bands (of which the First Nation was one), the said treaty was revised on or about June 20, 1876 such that the constituent bands agreed, inter alia, to share the benefits promised the Portage Band by Canada under Treaty No. 1 as between themselves, including the obligation on the part of Canada to establish reserves as therein set out;

AND WHEREAS the said revision further provided as follows:

"and it is further agreed that a Reserve shall be assigned to the Band, of which Short Bear is Chief, by Her Majesty's said Commissioner or special Commissioner on the north side of the Assiniboine River, in the vicinity of the Long Plain ...

... it is hereby agreed that the separate Reserves to be granted to the said three Bands shall contain an amount of land equal to that stipulated to be given to the original Band, and such land shall be assigned to each Band in proportion to their relative numbers so that each Band shall receive their fair and just share of the said land ...";

AND WHEREAS in 1876 a reserve was set aside for the use and benefit of the First Nation on the north side of the Assiniboine River in the vicinity of the Long Plain, there nevertheless remains an obligation on the part of Canada to provide the remaining lands to establish reserves for the use





and benefit of the First Nation, as one of the successor bands to the Portage Band, as provided for in the Per Capita Provision (as that term is hereinafter defined);

AND WHEREAS Canada entered into negotiations with the First Nation with a view to resolving its claim for its remaining land entitlement under the Per Capita Provision;

AND WHEREAS paragraph 11 of Schedule 1 to the Constitution Act, 1930, and of the Schedule to The Manitoba Natural Resources Act, S.M. 1930, C. 30 provides as follows:

"All lands included in Indian reserves within the province, including those selected and surveyed but not yet confirmed, as well as those confirmed, shall continue to be vested in the Crown and administered by the Government of Canada for the purposes of Canada, and the Province will from time to time, upon the request of the Superintendent General of Indian Affairs, set aside, out of the unoccupied Crown lands hereby transferred to its administration, such further areas as the said Superintendent General may, in agreement with the Minister of Natural Resources of the Province, select as necessary to enable Canada to fulfil its obligations under the treaties with the Indians of the province, and such areas shall thereafter be administered by Canada in the same way in all respects as if they had never passed to the Province under the provisions hereof."

AND WHEREAS Canada has also entered into negotiations with Manitoba with a view to resolving Manitoba's obligations to Canada under the foregoing provision of the Constitution Act, 1930 insofar as same relates to Canada's obligations to the First Nation under the Per Capita Provision and an agreement in this regard is anticipated to be concluded in the immediate future;

AND WHEREAS the parties recognise that there is minimal unoccupied provincial Crown land in the area in and around the existing reserve of the First Nation or in its traditional territory and that, in the result, the fulfilment of Manitoba's obligation to Canada under paragraph 11 of Schedule 1 to the Constitution Act, 1930 and of Canada's undertaking and obligations to the First Nation under the Per Capita Provision can only reasonably be addressed by providing the First Nation with sufficient funds to acquire land;

AND WHEREAS it is the intent and purpose of this Agreement to achieve a full and final settlement of the matter of the remaining amount of land to be provided to the First Nation as provided for in the Per Capita Provision and all other claims relating thereto to the extent provided for herein but not to affect any other treaty rights or other claims which the First Nation may have;

AND WHEREAS the parties have agreed to fulfil their respective obligations under this Agreement honourably and in good faith;

NOW THEREFORE Canada and the First Nation covenant and agree as follows:

#### ARTICLE 1: DEFINITIONS

##### 1.1 In this Agreement:

- (a) "Council" means the Council of the First Nation as that term is defined in the Indian Act, R.S.C. 1985 c. I-5 and amendments thereto;



- (b) "Crown Reservations" means all reservations normally reserved to Manitoba out of every disposition of provincial Crown land under The Crown Lands Act, R.S.M. 1987 c. C-340 or under any other statute, which interests include but are not limited to:
- (i) in the case of land extending to the shores of any navigable water or inlet thereof:
    - A. a strip of land one and one-half chains (being 99 feet) in width, measured from the ordinary highwater mark; and
    - B. the public right of landing from, and mooring, boats and vessels so far as is reasonably necessary;
  - (ii) in the case of land bordering a body of water:
    - A. the bed of the body of water below the ordinary high water mark; and
    - B. the public right of passage over a portage, road, or trail in existence at the date of the disposition;
  - (iii) sand, gravel, mines and minerals, together with the right to enter, locate, prospect, mine for, and remove minerals;
  - (iv) the right to, and use of, land necessary for the protection and development of adjacent water power; and
  - (v) the right to raise or lower the levels of a body of water adjacent to the land, regardless of the effect upon the land, but subject to the provisions of section 13 of The Crown Lands Act;
- (c) "Eligible Members" means all members of the First Nation who are over the age of 18 years, registered as "Indians" within the meaning of the Indian Act, RSC 1985, c. I-5 (as amended), and have not been found mentally incompetent or otherwise unable to manage their own affairs by a court of competent jurisdiction as of the dates of the votes referred to in Articles 2.3(e), 3.4(a), or 13.1 as the context may require;

- (d) "Federal Payment" means the funds to be paid by Canada to the First Nation pursuant to the terms of this Agreement other than pursuant to Articles 7.1 and 8.1.
- (e) "ICC" means the Indian Claims Commission or any body established in substitution for or to succeed the Indian Claims Commission;
- (f) "Loss of Use" means all claims of whatever kind or nature whatsoever the First Nation has had, has now, or may hereafter have relating to or arising from the fact that the Portage Band, the First Nation, and the other successors to the Portage Band did not receive the remaining land to which it was or any members of the First Nation were entitled under the Per Capita Provision;
- (g) "Manitoba" means Her Majesty the Queen in right of Manitoba;
- (h) "Minister" means the Minister of Indian Affairs and Northern Development;
- (i) "Municipal Tax Loss" means any claims of any city, town, village, municipality, or local government district for compensation based on the premise that the setting apart of any lands as a reserve for the use and benefit of the First Nation will result in a loss of annual tax revenue (other than school and hospital taxes), net of any replacement revenues, reduced cost of local service delivery, and any contribution or recovery of capital assets;

- (j) "Per Capita Provision" means the following provision contained in Treaty No. 1:

"And Her Majesty the Queen hereby agrees and undertakes to lay aside and reserve for the sole and exclusive use of the Indians the following tracts of land, that is to say:

... for the use of the Indians of whom Oo-za-we-kwun is Chief, so much land on the south and east side of the Assiniboine, about twenty miles above the Portage, as will furnish one hundred and sixty acres for each family of five, or in that proportion for larger or smaller families ... it being understood, however, that if, at the date of the execution of this treaty there are any settlers within the bounds of any lands reserved by any band, Her Majesty reserves the right to deal with such settlers as She shall deem just, so as not to diminish the extent of the land allotted to the Indians"

and the following provision of the revision to Treaty No. 1 made on or about June 20, 1876:

"and it is further agreed that a Reserve shall be assigned to the Band, of which Short Bear is Chief, by Her Majesty's said Commissioner or special Commissioner on the north side of the Assiniboine River, in the vicinity of the Long Plain ...


... it is hereby agreed that the separate Reserves to be granted to the said three Bands shall contain an amount of land equal to that stipulated to be given to the original Band, and such land shall be assigned to each Band in proportion to their relative numbers so that each Band shall receive their fair and just share of the said land ...";

- (k) "Reserve" means a Reserve as that term is used in the Indian Act, R.S.C 1985, c. I-5;
- (l) "Third Party Interests" means:
- (i) any right or interest in respect of lands that have been acquired by the First Nation and which the First Nation wishes Canada to set apart as Reserve pursuant to Article 6 and includes, without limitation, any agreement to purchase, option to purchase, lease, profit a prendre, option to lease, easement, permit, or license of any kind or nature whatsoever the holder of which interest is not Canada, Manitoba, or the First Nation; or



- (ii) any right of access to explore or exploit the mines and minerals under such lands; or
- (iii) Municipal Tax Loss (if any);
- (m) "TLE Committee" means Treaty Land Committee, Inc. which represents certain Indian Bands which signed or adhered to Treaty Nos. 1, 3, 4, 5, 6, and 10;
- (n) "Trust Capital Account" means the account to be established by the Trustees pursuant to the Trust Agreement;
- (o) "Trust Agreement" means an agreement to be entered into concurrently with this Agreement by the First Nation and the Trustees, the form of which agreement is set out in Schedule "A" attached to this Agreement; and
- (p) "Trustees" those persons appointed as such pursuant to the Trust Agreement.

## ARTICLE 2: FEDERAL PAYMENT

- 2.1 Subject to the terms of this Agreement, Canada shall provide the First Nation with a Federal Payment of \$16,500,000.00, which payment, if and to the extent same comes due as hereinafter provided, shall be made in two instalments.
  - 2.2 Within 30 days of this Agreement coming into force, but subject to Article 14.2, Canada shall provide the First Nation with the first instalment of the Federal Payment in the amount of \$8,400,000.00.
- 




2.3 Subject to Article 14.2, within 30 days of the claim of the First Nation for Loss of Use being:

- (a) settled by the parties as provided for in Article 3.3; or
- (b) abandoned by the First Nation as provided for in Article 3.4; or
- (c) rejected by Canada as provided for in Article 3.5,

Canada shall provide the First Nation with the second instalment of the Federal Payment in the amount of \$8,100,000.00 (subject to any reduction as a result of Manitoba contributing land suitable to the First Nation and Canada as part of this settlement to satisfy its obligations under paragraph 11 of Schedule 1 of the Constitution Act, 1930), provided that such second instalment of the Federal Payment shall not be payable to the First Nation by Canada:

- (d) before December 1, 1994; or

- (e) at all in the event the First Nation commences legal proceedings in a court of competent jurisdiction against Canada or Manitoba seeking damages or other relief in respect of a claim for Loss of Use provided the decision to commence such proceeding has 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).
- 

- 2.4 The First Nation hereby irrevocably undertakes and agrees that any legal proceeding commenced against Canada or Manitoba seeking damages or other relief in respect of a claim for Loss of Use which has not been ratified as provided in Article 2.3(e) shall be deemed void ab initio and the First Nation hereby irrevocably consents to the granting of any application or motion by Canada or Manitoba or any other person for an order striking out the pleadings or otherwise preventing such proceedings from continuing.

**ARTICLE 3:        PROCESS FOR DEALING WITH ALLEGED LOSS OF USE**

- 3.1 The parties affirm that it is the intent and purpose of this Agreement to achieve a full and final settlement of the matter of the amount of land to be provided to the First Nation as provided for in the Per Capita Provision and all other claims relating thereto, provided that the First Nation Reserves the right to consider a potential claim for Loss of Use as herein provided.
- 3.2 The parties undertake and agree that any claim the First Nation wishes to advance for Loss of Use shall be advanced and addressed in the manner and within the timeframe set out in this Article.
- 3.3 (a) On or before December 1, 1994, the First Nation may submit its claim for Loss of Use to Canada, particularised in sufficient detail as to permit Canada to review such claim on its merits.
- (b) Canada shall, within six months of receipt of such submission of the First Nation, review same and advise the First Nation as to whether Canada is

prepared to recognise a lawful obligation to compensate the First Nation for its claim for Loss of Use.

(c) In the event:

(i) Canada recognises a lawful obligation to compensate the First Nation for its claim for Loss of Use; or

(ii) Canada refuses to recognise such a lawful obligation, the First Nation submits such claim to the ICC for the purpose of seeking a recommendation on the issue of whether such lawful obligation exists, the ICC recommends Canada proceed to recognise same, and Canada accepts such recommendation


the parties shall commence negotiations within 30 days thereafter to determine the quantum of the claim of the First Nation for Loss of Use.

(d) In the event Canada is prepared to recognise a lawful obligation to compensate the First Nation for its claim for Loss of Use and the parties are unable to reach consensus as to the quantum of such claim by:

(i) June 1, 1996; or

(ii) six months after the date the ICC renders its recommendation under Article 3.3(c)(ii),

whichever date shall last occur, the First Nation may submit such claim to the ICC for the purpose of seeking a recommendation on the issue of the quantum of same.



- (e) In the event Canada accepts the recommendation of the ICC on the issue of the quantum of the claim of the First Nation for Loss of Use, the parties shall conclude a settlement on that basis.

3.4 The First Nation shall be deemed to have abandoned its claim for Loss of Use in the event the First Nation:

- (a) provides Canada with a duly executed resolution by the Council to the effect that the First Nation has abandoned same, together with evidence that such decision has been ratified by a majority of the Eligible Members of the First Nation voting, and of those voting, a majority voting in favour, of such decision in a ratification process held in accordance with the procedure set out in Schedule "B" (with such amendments as the circumstances reasonably require); or
- (b) fails to submit its claim for Loss of Use to Canada particularised in sufficient detail as to permit Canada to review such claim on its merits by December 1, 1994; or
- (c) fails to submit its claim to the ICC on the issue of whether a lawful obligation on Canada to compensate the First Nation for its claim for Loss of Use exists:
  - (i) within eight months of the date on which it submits its claim for Loss of Use to Canada particularised in sufficient detail as to permit Canada to review such claim on its merits, in the event Canada fails to respond to same within six months of such date; or

Q



- (ii) within 60 days of the date Canada advises the First Nation it is not prepared to recognise a lawful obligation to compensate the First Nation for its claim for Loss of Use; or
- (d) submits its Loss of Use claim to the ICC and the ICC recommends that Canada not recognise a lawful obligation to compensate the First Nation for its claim for Loss of Use; or
- (e) fails to submit the claim to the ICC on the issue of quantum within 60 days of the later of:
  - (i) June 1, 1996; or
  - (ii) six months after the date the ICC renders its recommendation under Article 3.3(c)(ii)

in the event Canada does recognise a lawful obligation to compensate the First Nation for its claim for Loss of Use but the parties are unable to reach consensus as to the quantum of such claim by the later of those two dates; or

- (f) fails to submit the claim to the ICC on the issue of quantum within 60 days of Canada advising the Council that it is not prepared to accept a recommendation of the ICC under Article 3.3(c)(ii).

3.5 Canada shall be deemed to have rejected the claim of the First Nation for Loss of Use in the event Canada:

- (a) fails to respond to the submission of the First Nation within six months of receipt of same, provided such submission is particularised in sufficient detail as to permit Canada to review such claim on its merits; or

- (b) advises the Council in writing at any time that it is not prepared to recognise a legal obligation to compensate the First Nation for its claim for Loss of Use:
  - (i) following the submission of the claim to Canada by the First Nation; or
  - (ii) following the recommendation of the ICC that the claim should be accepted for negotiation in the event the First Nation makes a submission to the ICC on the merits of the claim; or
  - (iii) following the recommendation of the ICC on the issue of quantum in the event the First Nation makes a submission to the ICC on that issue; or
- (c) fails to respond within 30 days to a recommendation of the ICC made pursuant to Article 3.3(c)(ii).

3.6 It is expressly recognised by the First Nation that:

- (a) it is Canada's position that no claim for Loss of Use exists in law; and
- (b) no recommendation of the ICC made under this Article is legally binding on Canada.

3.7 The payment of the Federal Payment by Canada and the acceptance of same by the First Nation shall be without prejudice to the positions either may advance with respect to the Loss of Use claim and, without limiting the generality of the foregoing, Canada shall be free to

Q4



argue that no such claim exists or, in the alternative that such claim, if it exists, should properly be based on the First Nation not receiving an additional 1,877 acres to which it was entitled under the Per Capita Provision in 1876.

**ARTICLE 4: SET OFF BY CANADA**

4.1 In the event the First Nation and Canada settle the First Nation's claim for Loss of Use, as a result of the process set out in Article 3 and, as a result, it is agreed that compensation is payable by Canada to the First Nation in respect of Loss of Use in an amount:

- (a) greater than \$16,500,000.00 Canada shall be entitled to set off against such quantum the sum of \$13,500,000.00; or
- (b) less than or equal to \$16,500,000.00, Canada shall be entitled to set off against such quantum the sum of \$16,000,000.00, provided that in no case shall the First Nation be obliged to repay any amount of same to Canada.

4.2 In the event the claim of the First Nation is dealt with in any other way than in the manner described in Article 3 and in the result, an order is made in favour of the First Nation and against Canada:

- (a) where Canada has only paid to the First Nation the first instalment of the Federal Payment, Canada shall be entitled to set off the sum of \$5,650,000.00 against the quantum of any amount it is ordered to pay to the First Nation ; or

- (b) where Canada has paid to the First Nation both instalments of the Federal Payment, Canada shall be entitled to set off the sum of \$13,500,000.00 against the quantum of any amount it is ordered to pay to the First Nation.
- 4.3 In the event the First Nation becomes entitled to the payment of any further compensation for its claim for Loss of Use over and above the sum of \$16,500,000.00 the First Nation hereby irrevocably directs Canada to make such payment into the Trust Capital Account.


#### **ARTICLE 5: USE OF THE SETTLEMENT FUND**

- 5.1 The First Nation hereby irrevocably directs Canada that both instalments of the Federal Payment referred to in Article 2 shall be paid into the Trust Capital Account.
- 5.2 The First Nation agrees and undertakes to ensure that the Trust Agreement shall at all times provide that unless and until the total amount of land set apart for its use and benefit as Reserve has been increased by 4,169 acres (including all mines and minerals), no portion of the Federal Payment shall be released to the First Nation by the Trustees except for the purposes of permitting the First Nation to:
- (a) purchase or otherwise acquire the said land with the intention of having that land set apart as Reserve by Canada in accordance with Article 6 (including, without limitation, dealing with such Third Party Interests as may affect such lands); and
  - (b) repay the amount set out in Article 7.3.



- 5.3 Upon the total amount of land set apart for the use and benefit of the First Nation as Reserve being increased by 4,169 acres (including all mines and minerals), the Federal Payment shall be utilised in accordance with the Trust Agreement, subject to Article 5.4.
- 5.4 In the event the First Nation receives a distribution of the Federal Payment (or any portion thereof) from the Trust Capital Account, the First Nation agrees that no such distribution, nor any portion thereof shall be used either directly or indirectly for a per capita distribution to any member of the First Nation or any other person.
- 5.5 It is expressly agreed by the First Nation that the Federal Payment shall be conclusively deemed not to be "Indian monies" within the meaning of the Indian Act and it is further expressly acknowledged and agreed by the First Nation that, in making payment of the Federal Payment in the manner hereinbefore set forth, Canada is relieved of any and all obligations or liability, whether fiduciary or otherwise, relating to or arising from the deposit, use, management, withdrawal, administration, or any other dealing with respect to the Federal Payment pursuant to the Trust Agreement.


**ARTICLE 6: RESERVE LANDS**

- 6.1 The First Nation undertakes and agrees that it shall acquire and request Canada to set apart for its use and benefit as Reserve a minimum of 4,169 acres of land (including all mines and minerals), which lands shall be acquired from Manitoba or from private owners with advances of the Federal Payment by the Trustees to the First Nation pursuant to the Trust Agreement.
- 

6.2 Subject to Article 6A, Canada agrees to take all necessary steps to set apart any amount of land to be acquired by the First Nation up to 26,437 acres but in any event not less than 4,169 acres, as Reserve, within the meaning of the Indian Act, for the use and benefit of the First Nation, provided that all of the following conditions are met with respect to such lands:

- (a) such lands are located within the traditional territory of the First Nation;
- (b) the First Nation has delivered to Canada a Band Council Resolution duly executed by the Council advising of such intent together with:
  - (i) a map on which the land has been clearly identified, where the land is under the administration and control of Manitoba; or
  - (ii) in all other cases, all other documents necessary to permit Canada to set same apart as a Reserve for the use and benefit of the First Nation;
- (c) the setting apart of such lands as Reserves satisfies the "Additions to Reserve Policy" established by Canada as that policy (or any policy which replaces same) exists on the date this Agreement comes into force or on the date such lands are acquired by the First Nation, whichever version of such policy is, in the opinion of the First Nation, less onerous;
- (d) the Council of the First Nation, the Surveyor General of Canada, and the Director of Surveys (Manitoba) each approve a survey of such lands;



- (e) all costs of transferring administration and control of such additional lands to Canada are paid for by the First Nation, except to the extent provided in Article 8.1;
  - (f) Manitoba passes the appropriate Order-in-Council transferring administration and control of such lands to Canada, in the event such land is under the administration and control of Manitoba;
  - (g) Manitoba transfers administration and control of Crown Reservations to Canada, in the event same have been Reserved to Manitoba on any of the such lands;
  - (h) Canada accepts the transfer of administration and control of such lands for the purpose of setting them aside as Reserve for the use and benefit of the First Nation;
  - (i) such Third Party Interests as are affected by the setting apart of such lands as Reserve are satisfied in a manner acceptable to Canada, Manitoba and the First Nation, it being understood and agreed that in no event shall Canada be responsible or liable for any costs incurred by Manitoba or the First Nation in connection with removing, discharging, or accommodating such Third Party Interests; and
  - (j) the Governor-in-Council passes the appropriate Order-in-Council setting the lands aside as a Reserve for the use and benefit of the First Nation.
- 


6.3 Where the First Nation has acquired land and requested Canada to set same apart as Reserve for its use and benefit, Canada undertakes:

(a) to consider the land within the context of the "Additions to Reserve Policy" (or such other policy as may replace same) within a reasonable period of time after being advised by Manitoba that it concurs with the selection; and

(b) to proceed with due diligence and to use its best efforts to set the land apart as Reserve for the use and benefit of the First Nation in the event Canada is thereafter prepared to set the lands apart as Reserve for the First Nation, subject to the conditions set out in Article 6.2 being satisfied in full.

6.4 The acquisition of land by the First Nation and the setting apart of same as Reserve by Canada under Article 6.2 may take place over a period of time and may be accomplished by the acquisition of a series of individual parcels. In such case, it is understood and agreed that the provisions of Article 6.2 apply to and must be satisfied in full with respect to each and every such parcel so acquired.

6.5 It is understood and agreed that for the purposes of the "Additions to Reserve Policy", all lands acquired by the First Nation and which the First Nation requests Canada to set apart as Reserve for its use and benefit up to 26,437 acres shall be deemed to be lands acquired by the First Nation pursuant to a "Treaty Land Settlement Agreement", provided such lands are acquired within 20 years from the date this Agreement comes into force.





- 6.6 The First Nation hereby agrees by and through its Council to execute such Band Council Resolutions as may, from time to time, be required confirming its consent to the Minister issuing such Third Party Interest dispositions pursuant to the Indian Act or the Federal Real Property Act as may be satisfactory to Canada, Manitoba and the First Nation and as are necessary or required prior to any lands affected by such Third Party Interests being set apart for its use and benefit pursuant to Article 6.2.
- 6.7 Notwithstanding any provision of this Agreement but subject to Articles 6.8 and 8.1, it is understood that the First Nation will bear:
- (a) all costs paid or payable by the First Nation in relation to or arising out of the acquisition of any lands the First Nation desires Canada to set apart as Reserve pursuant to Article 6.2 including, without limitation, the purchase price paid or payable to the vendor of such lands, real estate agent or broker commission, legal fees and disbursements, applicable taxes, land search and transfer costs; and
  - (b) all costs associated with the identification of such land and the approval of the acquisition of same by the First Nation; and
  - (c) all costs associated with settling or accommodating Third Party Interests.
- 6.8 Notwithstanding Articles 6.2(c), 6.2(i) and 6.7(c), but subject to Article 6A, where the First Nation has made a reasonable offer to settle or accommodate a claim for Municipal Tax Loss and such offer has been rejected, the Minister may, upon review and in the Minister's sole


discretion, decide to waive the requirement that such claim be settled or accommodated before the lands to which such claim relates are set apart as Reserve for the use and benefit of the First Nation and seek the appropriate order from the Governor-in-Council notwithstanding such claim is unresolved.

6.9 The First Nation recognises and affirms that nothing in this Agreement constitutes:

- (a) any representation or warranty of any kind or nature whatsoever by Canada that the Federal Payment will provide the First Nation with sufficient funds to acquire 26,437 acres of land and for the other attendant purposes herein; or
- (b) any undertaking or commitment by Canada to provide the First Nation with any funds, other than the amounts which may be expressly payable by Canada under the terms of this Agreement for the purpose of acquiring land or for the other attendant purposes herein, in the event the Federal Payment does not provide the First Nation with sufficient funds to acquire 26,437 acres of land and for such other attendant purposes.

#### ARTICLE 6A: IMPLEMENTATION ISSUES

6A.1 The parties further acknowledge that Canada, Manitoba and the TLE Committee are engaged in a process which, inter alia, is intended to address matters which are necessarily incidental to the implementation of the provisions of Article 6.2 of this Agreement.



6A.2 While the First Nation is not one of the Indian Bands represented by the TLE Committee, the parties agree that the resolution of any matters which Canada, Manitoba, and the TLE Committee negotiate and agree upon which deal with or are necessarily incidental to the implementation of the provisions of Article 6.2 of this Agreement shall, with the consent of the parties, be incorporated as and become terms of this Agreement.

6A.3 The parties further agree that:

- (a) until such matters are addressed in the manner hereinbefore set forth; or
- (b) in the event Canada, Manitoba, and the TLE Committee fail to reach an agreement on such matters; or
- (c) in the event Canada, Manitoba, and the TLE Committee do not deal with one or more matters relating or necessarily incidental to the implementation of the provisions of Article 6.2 of this Agreement,

the implementation of the provisions of Article 6.2 of this Agreement shall be carried out within the context of the existing policies of Canada and Manitoba.

#### ARTICLE 7: SETTLEMENT COSTS

7.1 Canada agrees to reimburse the First Nation for negotiation, ratification, implementation and legal costs and disbursements in the sum of \$865,000 as full and final settlement of all claims by the First Nation and

liability of Canada for costs relating to this Agreement, payment to be made at the time of payment of the Federal Payment.

- 7.2 The First Nation hereby authorizes and directs Canada to set off from the total amount of the costs determined to be payable under Article 7.1, the sum of \$865,000 being the total of all amounts borrowed by the First Nation from Canada for the purposes of negotiation, ratification, implementation and legal costs and disbursements relating to this Agreement.
- 7.3 The First Nation hereby acknowledges that its solicitors have foregone payment of the amount of \$500,000.00 advanced by Canada by way of the loan to the First Nation described in Article 7.2 and that its solicitors have permitted the First Nation to use such funds to purchase lands and for other costs in anticipation of this Agreement being concluded. The First Nation hereby acknowledges that the said sum of \$500,000.00 is therefore to be repaid to its solicitors by means of a disbursement from the Trust Capital Account and hereby undertakes and agrees to ensure that the Trust Agreement so provides.

**ARTICLE 8: SURVEY AND ENVIRONMENTAL SCREENING COSTS**

- 8.1 Canada further agrees that it will pay all reasonable costs incurred in connection with the environmental screening (as required by the "Additions to Reserve Policy") and surveying of lands which are to be set apart as Reserve for the First Nation pursuant to Articles 6.2 of this Agreement, provided that Canada's obligation hereunder shall expire fifteen years from the date this Agreement comes into force.
- 6



**ARTICLE 9:        RELEASE**

9.1 In consideration of this Agreement and in particular the covenants contained therein, the First Nation, on its own behalf and on behalf of all past, present, and future members of the First Nation, does hereby:

- (a) cede, release and surrender to Canada all claims, rights, title and interest it ever had, now has or may hereafter have by reason of or in any way arising out of the Per Capita Provision; and
- (b) release and forever discharge Canada, Her servants, agents and successors from:
  - (i) all obligations imposed on, and promises and undertakings made by Canada relating to land entitlement under the Per Capita Provision; and
  - (ii) without restricting the generality of sub-article (i), all claims of whatever kind or nature whatsoever the First Nation has had, has now, or may hereafter have relating to or arising from the fact that the Portage Band, the First Nation, and the other successors to the Portage Band did not receive the remaining land to which it was or any members of the First Nation were entitled under the Per Capita Provision; and
  - (iii) further, without limiting the generality of sub-article (i), all other claims of any kind or nature whatsoever against Canada based on membership of or in the First Nation including

past, present, or future members of the First Nation or their descendants with respect to the Per Capita Provision,

and waives any rights, actions or causes of actions, claims, demands, damages, costs, expenses, liability and entitlements of whatever nature and kind whether known or unknown which it or any of its members past, present or future, ever had, now have, or may hereafter have against Canada by reason of or in any way arising out of the Per Capita Provision relating to land entitlement, it being understood, for greater certainty that the "Per Capita Provision" means the following provision of Treaty No. 1:

"And Her Majesty the Queen hereby agrees and undertakes to lay aside and Reserve for the sole and exclusive use of the Indians the following tracts of land, that is to say:

... for the use of the Indians of whom Oo-za-we-kwun is Chief, so much land on the south and east side of the Assiniboine, about twenty miles above the Portage, as will furnish one hundred and sixty acres for each family of five, or in that proportion for larger or smaller families ... it being understood, however, that if, at the date of the execution of this treaty there are any settlers within the bounds of any lands Reserved by any band, Her Majesty Reserves the right to deal with such settlers as She shall deem just, so as not to diminish the extent of the land allotted to the Indians"

and the following provisions of the revision thereto which was made on or about June 20, 1876:

"and it is further agreed that a Reserve shall be assigned to the Band, of which Short Bear is Chief, by Her Majesty's said Commissioner or special Commissioner on the north side of the Assiniboine River, in the vicinity of the Long Plain ...


... it is hereby agreed that the separate Reserves to be granted to the said three Bands shall contain an amount of land equal to that stipulated to be given to the original Band, and such land shall be assigned to each Band in proportion to their relative numbers so that each Band shall receive their fair and just share of the said land ...";  
and

- (c) release and forever discharge Canada, Her servants, agents and successors from any and all obligations or liability, whether fiduciary or otherwise, relating to or arising from the deposit, use, management, administration, withdrawal, or any other dealing with respect to the Federal Payment pursuant to the Trust Agreement or the operation of the Trust Capital Account or any actions of the Trustees and waives any rights, actions or causes of actions, claims, demands, damages, costs, expenses, liability and entitlements of whatever nature and kind whether known or unknown which it or any of its members past, present or future, ever had, now have, or may hereafter have against Canada by reason of or in any way arising out the deposit, use, management, administration, withdrawal, or any other dealing with respect to the Federal Payment pursuant to the Trust Agreement or the operation of the Trust Capital Account or any actions of the Trustees.

9.2 Furthermore, it is understood and agreed by the parties that this Agreement, and in particular the covenants contained herein, represent full and final satisfaction of all obligations or undertakings of Canada relating to land entitlement contained in the Per Capita Provision, all expenses incurred by the First Nation in dealing with Third Party Interests as affect lands the First Nation



has acquired and desires to have Canada set apart for its use and benefit as Reserve under Article 6, and all manner of costs, legal fees, travel and expenses expended by the First Nation or its representatives in relation thereto.

- 9.3 The First Nation further undertakes and agrees not to assert any cause of action, action for a declaration, claim or demand of whatever kind or nature which it ever had, now has or may hereafter have against Canada relating to land entitlement pursuant to the Per Capita Provision, the administration of the Federal Payment pursuant to the Trust Agreement, the operation of the Trust Capital Account or any actions of the Trustees.
- 9.4 Canada further agrees that it shall not rely on the provisions of Article 9.1 as such provisions relate to any claims the First Nation may have for Loss of Use until:
- (a) the First Nation's claim for Loss of Use has been resolved in accordance with Article 3; and
  - (b) payment by Canada of the second instalment of the Federal Payment referred to in Article 2.3, in the event such instalment becomes payable under the provisions of that Article.
- 9.5 It is understood and agreed that, notwithstanding Article 9.4, in the event the First Nation commences legal proceedings in respect of a claim for Loss of Use before a court of competent jurisdiction prior to such claim being resolved in accordance with Article 3, the releases hereby given may be relied upon by Canada immediately in their entirety, provided the decision to commence such
- 



proceeding has 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).

- 9.6 It is understood and agreed that the releases herein given are without prejudice to any claims or grievances the First Nation may have regarding Canada's obligations, or the performance or non-performance thereof, other than claims or grievances relating to land entitlement under the Per Capita Provision and without limiting the generality of the foregoing, such releases are without prejudice to:

- (a) any claim under the following provision of Treaty No. 1:

"And Her Majesty the Queen hereby agrees and undertakes to lay aside and Reserve for the sole and exclusive use of the Indians the following tracts of land, that is to say:

...  
for the use of the Indians of whom Oo-za-we-kwun is Chief, ... reserving also a further tract enclosing said Reserve to comprise an equivalent to twenty-five square miles of equal breadth, to be laid out round the Reserve ..."

and as such provision was amended in the revision of Treaty No. 1 dated July 20, 1876, except to the extent set out in Article 9.7; or

- (b) any claim arising from a verbal exchange between the Lieutenant Governor of Manitoba Stuart Archibald and one Wa-sus-koo-koon of the Pembina Band during the negotiations leading up to the signing of Treaty No. 1, reported in The Manitoban on August 5, 1871 as follows:

"Wa-sus-koo-koon -

'I understand thoroughly that every 20 people get a mile square; but if an Indian with a family of five, settles down, he may have more children. Where is their land?'

"His Excellency -

'Whenever his children get more numerous than they are now, they will be provided for further West. Whenever the reserves are found too small the Government will sell the land, and give the Indians land elsewhere.'

except to the extent set out in Article 9.8; or

- (c) any right, claim, or action in respect of any improper surrender, alienation, or other disposition by Canada of reserve lands set apart for the use and benefit of the Portage Band or the First Nation

it being understood and agreed that nothing herein constitutes an admission by Canada of the validity of any of the grievances the First Nation alleges it has, as set out above or otherwise.

9.7 Notwithstanding Article 9.6, the First Nation acknowledges that 5,577.0 acres of land has been set apart for its use and benefit as Reserve by Canada pursuant to the provision of Treaty No. 1 (and the revision thereto dated July 20, 1876) set out in Article 9.6(a).

9.8 In the event the First Nation advances a claim based on the verbal exchange described in Article 9.6(b) which is validated or otherwise accepted by Canada or Canada should be held liable in respect of same by a court of competent jurisdiction, Canada shall be entitled to set off from any amount which may be agreed or adjudged to be payable to the First Nation in respect of same the amount of the Federal Payment to the extent it is agreed or adjudged that such claim (or any portion thereof):


27

- (a) arises out of or by virtue of the Per Capita Provision; or
- (b) would otherwise result in the First Nation being compensated for such claim (or any portion thereof) twice having regard to the provisions of this Agreement and the basis upon which same was reached.

#### ARTICLE 10: INDEMNITY

10.1 The First Nation hereby agrees to indemnify and forever save harmless Canada from all manner of suits, actions, causes of action, claims, demands, damages, costs or expenses, initiated, made or incurred after this Agreement, whether known or unknown, against Canada made by the First Nation or any person, including any heirs, successors or permitted assigns of such person ever had, now has or may hereafter have against Canada and including any past, present or future claims against Canada based on membership in the First Nation of past, present, or future members of the First Nation or their descendants relating to the subject matter of this Agreement (including, without limitation, the Trust Agreement, the actions of the Trustees, and the operation of the Trust Capital Account).

10.2 If Canada should be held liable as a result of a judgment obtained in a legal action taken by the First Nation, its successors or any persons whomsoever, the First Nation acknowledges that Canada may resort to section 4(2) of the Indian Act, with respect to section 89 of the Indian Act for the purpose of recovering from the First Nation any judgment against Canada to satisfy the indemnity provided for in Article 10.1.





**ARTICLE 11: FURTHER ASSURANCES**

11.1 The parties hereto covenant each with the other to do such things and to execute such further documents and take all necessary measures to carry out and implement the terms of this Agreement; and the First Nation hereby authorizes, empowers and directs its respective present Council and succeeding Councils to act for and on its behalf in executing such documents and taking such further necessary measures to carry out and implement the terms, intent and meaning of this Agreement.

**ARTICLE 12: ENUREMENT**

12.1 This Agreement enures to the benefit of and is binding upon Her Majesty the Queen in the Right of Canada, Her heirs, successors and permitted assigns and on the First Nation, its heirs, successors and permitted assigns and on all past, present, and future members of the First Nation.

**ARTICLE 13: APPROVALS**

13.1 The parties confirm that:

- (a) this Agreement; and
- (b) the Trust Agreement

have all been ratified by the Eligible Members in a ratification process held in accordance with the definitions and procedures set out in Schedule "B" attached hereto.

13.2 The parties further confirm that this Agreement has been approved by the appropriate authorities of Canada.



**ARTICLE 14: COMING INTO FORCE**

14.1 This Agreement shall come into force and be binding upon the parties hereto on the date upon which the last of all of the following events occur:

- (a) execution of the Trust Agreement by the First Nation and establishment of the Trust Capital Account by the Trustees; and
- (b) provision by the financial institution at which the Trust Capital Account is established of written confirmation to Canada that:
  - (i) it is in possession of an executed copy of the Trust Agreement;
  - (ii) the Trust Capital Account has been established and the agreement between the financial institution and the Trustees governing the operation of same is consistent with the provisions of the Trust Agreement; and
  - (iii) it meets the definition of an eligible financial institution for the purposes of the Trust Agreement;

and advice to Canada as to full particulars as to where Canada should direct payment of Federal Payment in accordance with the provisions of this Agreement; and

- (c) execution of an agreement between Canada and Manitoba leading to the resolution of Manitoba's obligations to Canada under paragraph 11 of Schedule 1 of the Constitution Act, 1930 insofar as same relates to Canada's obligations to the First Nation under the Per Capita Provision; and

- (d) provision by the First Nation to Canada of a Certificate of Independent Financial Advice in a form satisfactory to Canada executed by a qualified financial advisor certifying that such financial advisor has been retained by and has advised the First Nation of its options, rights and obligations in investing the Federal Payment and in establishing the Trust Agreement and the Trust Capital Account; and
- (e) provision by the First Nation to Canada of a Certificate of Independent Legal Advice in a form satisfactory to Canada executed by the First Nation's solicitor, being a lawyer entitled to practise law in the Province of Manitoba, certifying that such solicitor has been retained by and has advised the First Nation of its rights and obligations in negotiating and settling of its claim for land pursuant to the Per Capita Provision and, without limiting the generality of the foregoing, its rights and obligations under this Agreement and the Trust Agreement.

14.2 Notwithstanding any other provision of this Agreement, any obligation on the part of Canada to make any payment to, on behalf of or for the benefit of the First Nation is subject to the appropriation of sufficient funds from Parliament.

#### ARTICLE 15: SCHEDULES

15.1 The following Schedules are attached hereto:

- "A" Trust Agreement.
- "B" Procedures for ratification of this Agreement.

**ARTICLE 16: ENTIRE AGREEMENT**


16.1 This Agreement shall, upon execution, replace and supersede all other agreements and recommendations for settlements between the parties, whether oral or in writing relating to the subject matter of this Agreement and including, without limitation:

- (a) a document executed by the negotiators for each of the parties dated September 8, 1992 captioned "Protocol Agreement - Treaty Land Entitlement Negotiations"; and
- (b) a document executed by the negotiators for each of the parties dated December 14, 1993 captioned "Long Plain First Nation Treaty Land Entitlement Claim Recommendation".

16.2 In the event any provision, or any portion of any provision, of this Agreement should be found to be void, this Agreement shall be read without reference to such provision or part of a provision and the remainder of the Agreement (including the remainder of any provision a portion of which has been declared void, as the case may be) shall remain in full force and effect.

**ARTICLE 17: NO PRESUMPTIONS**

17.1 There shall not be any presumption that doubtful expressions in this Agreement be resolved in favour of either party, provided that this provision shall extend only to the terms of this Agreement.





17.2 This Agreement does not create any new treaty rights for the First Nation.

17.3 This Agreement shall not be used in the interpretation of any other agreement other than the Trust Agreement, the procedures for the ratification of this Agreement or any other agreement necessarily incidental to implementing the provisions of this Agreement.

**ARTICLE 18: PROGRAMS UNAFFECTED**

18.1 Canada agrees that nothing in this agreement shall affect the ability of the First Nation to access federal programs and services on the same basis as other Indian bands in Canada, in accordance with the criteria established from time to time for such programs and services.

**ARTICLE 19: NO BENEFIT**

19.1 No member of the House of Commons or Senate shall be admitted to any share or part of this Agreement or to any benefit not enjoyed by any other member of the public which may arise out of it.

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 6<sup>th</sup> day of August, A.D. 1994, at the City of Ottawa, in the Province of Ontario.

  
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 LONG PLAIN F.N. RESERVE, in the Province of Manitoba.

*[Signature]*  
WITNESS

*[Signature]*  
WITNESS

*[Signature]*  
WITNESS

*[Signature]*  
WITNESS

*[Signature]*  
WITNESS

X *[Signature]*  
CHIEF

*[Signature]*  
COUNCILLOR

*[Signature]*  
COUNCILLOR

*[Signature]*  
COUNCILLOR

*[Signature]*  
COUNCILLOR

## SCHEDULE "A"

THE AGREEMENT made this            day of            , AD 1994.

BETWEEN:

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 FIRST PART

AND:

EUGENE PETERSON, BARBARA DANIELS ESAU,   
and MAX MERRICK   
(hereinafter individually referred to as   
a "Trustee" and collectively referred to as   
the "Trustees")

OF THE SECOND PART

WHEREAS Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development and the First Nation entered into a Settlement Agreement dated the       day of       , 1994 pursuant to which the terms for the Settlement of the remaining amount of land to be provided to the First Nation as provided for in the Per Capita Provision (as defined in the Settlement Agreement) and all other claims relating thereto, to the extent provided for therein;

AND WHEREAS pursuant to the Settlement Agreement Canada has agreed to provide the First Nation with a Federal Payment of not less than sixteen million (\$16,000,000.00);

AND WHEREAS the First Nation, based upon its own independent legal and financial advice and after reviewing alternative methods of

managing the Federal Payment, has irrevocably directed that Canada deposit same to the Trust Capital Account established at the Institution;

**AND WHEREAS** the First Nation and the Trustees are desirous of hereby creating the Long Plain First Nation Trust for the use and benefit of the First Nation;

**AND WHEREAS** the First Nation and the Trustees acknowledge and agree that the Federal Payment to be so deposited to the Trust Capital Account are a long-term asset for the use and benefit of the First Nation, as Beneficiary, to be administered by the Trustees upon the trusts herein contained and subject to the terms and conditions hereinafter set out;

**AND WHEREAS** the First Nation and the Trustees, jointly and severally, recognize Canada's desire to ensure that land (including all Mines and Minerals in respect thereof) with a surface area equal to 4169 acres be purchased utilizing the Federal Payment and that the same be set apart as Reserve for the use and benefit of the First Nation;

**AND WHEREAS** the Trustees further recognize the First Nation's desire to use all of the Trust Property for the acquisition of land to be set apart as reserve subject only to the specific exceptions set out in this Trust Agreement;

**AND WHEREAS** by ratification vote held on the 8th day of April, 1994, the Eligible Members of the First Nation have assented to and approved the execution and delivery of this Agreement, and have authorized and directed the Chief and Councillors to sign and deliver this Agreement and all related documentation;

**NOW, THEREFORE,** in consideration of the premises and of the respective covenants and agreements hereinafter set out, the

parties covenant and agree as follows:

**ARTICLE 1: DEFINITIONS**

1.1 In this Agreement, the following capitalized terms shall have the following meanings, namely:

- (a) "Acquisition Costs" means the costs incurred in relation to the Purchase of Land, Minerals or Improvements by or on behalf of the First Nation (other than the Price paid to the vendor in respect thereof), and includes, without limitation, legal fees, applicable taxes and tax adjustments, land titles registration and search costs, appraisal costs, surveyor certificate costs and real estate commissions and all reasonable costs associated directly with and incurred by the First Nation or the Trustees in relation to site identification and approval in relation to Entitlement Land and the cost of satisfying the obligations set forth in article 6 of the Settlement Agreement and the cost of discharging or replacing Third Party Interests;
- (b) "Agreement", "this Agreement", "hereto", "hereof", "herein", "hereunder", "hereby" and similar expressions refer, unless otherwise expressly stated, to this agreement, including the recitals and the Appendices attached hereto, and not any particular article, section, subsection, paragraph or other subdivision hereof or thereof;
- (c) "Annual Income" means all the income derived from the Trust Property for the year including any capital and currency gains within the meaning of the Income Tax Act, RSC 1985, c.I48, as amended;
- (d) "Authorized Investments" means any of those instruments, notes, bonds or other securities which the Trustees are



authorized to purchase, in accordance with the terms hereof, with funds from the Trust Capital Account or Trust Expense Account;

- (e) "Beneficiary" means the First Nation;
- (f) "Brandon Area" means, all that area in Canada lying to the West of a line commencing at the intersection of Manitoba Provincial Trunk Highway #5 (PTH5) and the International Border, following the said PTH5 northerly to Ste. Rose du Lac and thence due North and marked for the purpose of identification only as A on Appendix A hereto;
- (g) "Canada" means Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development;
- (h) "Council" means, in respect of the First Nation, the "council of the band" within the meaning of the Act;
- (i) "Customs Council" means, collectively, those persons listed in Appendix 'B' hereto as representatives of the clans and their replacements from time to time;
- (j) "Eligible Tribal Members" means all Tribal Members who are over the age of eighteen (18) years, registered as "Indians" within the meaning of the Indian Act, RSC 1985, c.I-5 (as amended), and have not been found mentally incompetent or otherwise unable to manage their own affairs by a court of competent jurisdiction as of the date of any vote authorized by this Agreement;
- (k) "Entitlement Land" means Lands, Minerals or Improvements in Manitoba hereafter Purchased and which are intended to be set apart as an Entitlement Reserve pursuant to the provisions of

the Settlement Agreement and this Agreement;

- (l) "Federal Payment" means those monies to be paid to the First Nation by Canada pursuant to the Settlement Agreement other than monies payable pursuant to Articles 7 and 8 of the Settlement Agreement;
- (m) "Improvements" means all buildings or structures erected or placed on, over or under Land and, unless otherwise expressly provided herein, includes, without limitation, anything affixed to or incorporated therein, the plant and equipment of any oil or gas well or mine, any pipeline on or under land, fencing, and any dugouts or other alterations to land designed to facilitate the collection and retention of water;
- (n) "Independent Trustee" means a Trustee who is not a Tribal Member or an individual related by blood, marriage or adoption to a Tribal Member of the First Nation;
- (o) "Indian Act" or "Act" means the Indian Act, R.S.C. 1985, c. I-5 and the regulations made thereunder, as the same may be amended or replaced from time to time, and any reference herein to a section of or regulation under the Indian Act shall include that section or regulation as amended or replaced from time to time;
- (p) "Institution" means the chartered bank or licenced trust company at which the Trust Capital Account, the Trust Expense Account and the Trust Development Account are maintained;
- (q) "Investment Instruments" means, collectively, those certificates, instruments, documents or other written material which evidence Authorized Investments;
- (r) "Long Plain First Nation Trust" means the trust created

pursuant to the terms of this Agreement to be administered by the Trustees for the benefit of the First Nation as Beneficiary;

- (s) "Long Plain / Portage la Prairie Area" means all of that area in Canada contained within the limits of the area bounded by the lines marked A and B on Appendix 'A' hereto;
- (t) "Loss of Use Claim" means all claims of whatever nature whatsoever the First Nation has had, has now, or may hereafter have relating to or arising from the fact that the Portage Band, the First Nation, and the other successors to the Portage Band did not receive the remaining land to which it was or any members of the First Nation were entitled under the Per Capita Provision (as that term is defined in the Settlement Agreement);
- (u) "Reserve" means a reserve as that term is used in the Act;
- (v) "Senate of Elders" means all Eligible Tribal Members who are at least fifty five (55) years of age;
- (w) "Third Party Interest" means:
  - (i) any right or interest in respect of lands that have been acquired by the First Nation and which the First Nation wishes Canada to set apart as Reserve pursuant to Article 6 and includes, without limitation, any agreement to purchase, option to purchase, lease, profit a prendre, option to lease, easement, permit, or license of any kind or nature whatsoever the holder of which interest is not Canada, Manitoba, or the First Nation; or
  - (ii) any right of access to explore or exploit the mines and minerals under such lands; or
  - (iii) any claims of any city, town, village, municipality, or local government district for compensation based on the

premise that the setting apart of any lands as a Reserve for the use and benefit of the First Nation will result in a loss of annual tax revenue (other than school and hospital taxes), net of any replacement revenues, reduced cost of local service delivery, and any contribution or recovery of capital assets;

- (x) "Tribal Lodge" means, collectively, the Council, the Customs Council and the Senate of Elders;
- (y) "Tribal Member" means those persons registered from time to time as members of the Long Plain First Nation on the Long Plain Band list maintained pursuant to the Act;
- (z) "Trust Property" means the Federal Payment and includes all monies now or hereafter on deposit in the Trust Capital Account, the Trust Expense Account or the Trust Development Account (which for greater certainty includes any and all investment instruments in which the monies in the Trust Capital Account or Trust Expense Account may from time to time be invested hereunder by the Trustees as specified herein) as well as any additions or accruals thereto and also includes, without limitation, all interest revenue and other income realized thereon, the net proceeds of sale of all Entitlement Land sold pursuant to paragraph 4.2(f) of this Agreement;
- (aa) "Trustees" means collectively those individuals appointed to act as a Trustee on behalf of the First Nation pursuant to this Agreement, and any individuals from time to time thereafter appointed or substituted therefor, and "Trustee" means anyone of such Trustees;
- (bb) "Trustees Certificate" means the certificate to be provided by the Trustees from time to time to the Institution, certifying the names of the then current Trustees and evidencing their signatures;



(cc) "Winnipeg Area" means all that area in Canada lying to the East of a line commencing at the intersection of Provincial Road 524 and the International Border and thence proceeding North and marked for the purpose of identification only as B on Appendix A hereto; and

(dd) "Year" means the calendar year.

## ARTICLE 2: CREATION OF LONG PLAIN FIRST NATION TRUST

2.1 The First Nation hereby establishes the Long Plain First Nation Trust.

2.2 The First Nation and the Trustees hereby acknowledge and agree that upon Canada depositing the Federal Payment into the Trust Capital Account, Canada is relieved of any and all obligations or liability, whether fiduciary or otherwise, relating to or arising from the deposit, use, management settlement, withdrawal, or any other dealing with respect to the Federal Payment pursuant to this Agreement.

2.3 The Trustees agree to accept and hold the Federal Payment, (which, for greater certainty, includes all future payments thereof) in trust for the Beneficiary, upon and subject to the trusts set forth in this Agreement.

2.4 All beneficial right, title, interest and benefit in and to the Trust Property shall vest in the Beneficiary.

2.5 Subject to the terms hereof, all legal right, title, interest and benefit in and to the Trust Property shall vest in the Trustees and there shall be no power of revocation.

2.6 This Agreement may be amended only as expressly provided for herein provided there shall be no amendment regarding the term

of the Trust as established in Article 21.5.

### ARTICLE 3: APPLICATION AND USE OF THE TRUST PROPERTY

3.1 The Trustees shall receive, hold and use the Trust Property upon trust for the benefit of the Beneficiary and the Trust Property shall only be used for the following purposes:

- (a) For the acquisition of Entitlement Land, and the acquisition costs associated therewith, in accordance with the terms of this Agreement and the Settlement Agreement;
- (b) For distribution in each Fiscal Year of the Annual Income from the Trust Capital Account to the Trust Expense Account and the Trust Development Account in accordance with terms of this agreement;
- (c) For the purchase of Authorized Investments; and
- (d) Payment of the amount required in Article 8.8 hereof.

3.2 For greater certainty, and without in any way limiting the generality of the foregoing:

- (a) The Trust Property shall not be used, directly or indirectly, for per capita distribution;
- (b) Except as hereinafter expressly provided, the Trustees shall not mortgage, pledge, hypothecate or in any way encumber the Trust Property or any interest therein, for any purpose whatsoever, and the Trustees shall not lend, invest, release, distribute or advance the Trust Property except as may be specifically authorized in the Settlement Agreement and this Agreement.

**ARTICLE 4: SELECTION AND ACQUISITION OF ENTITLEMENT LAND**

4.1 The manner of selection of land to be acquired as Entitlement Land by the Trustees shall be as follows:

- (a) Any Eligible Tribal Member, the Trustees, or the Council may deliver a written proposal for the acquisition of Entitlement Land setting out sufficient particulars to identify the land, the proposed price of the same and a statement as to how the land, if acquired, would benefit the First Nation, whereupon the Trustees shall make such inquiries as are necessary to satisfy themselves that the proposed Entitlement Land is eligible for acquisition in that:
  - (i) the terms and conditions of Article 6 of the Settlement Agreement could reasonably be expected to be satisfied if the eligible Entitlement Land was acquired by the Trustees; and
  - (ii) the acquisition of the proposed Entitlement Land could reasonably be expected to benefit the First Nation;
- (b) Upon the Trustees satisfying themselves that the proposed Entitlement Land is so eligible (which land shall hereinafter be referred to as "eligible Entitlement Land") the Trustees shall make such further inquiries as are necessary to fully inform themselves of the actual and potential costs and benefits associated with the acquisition of the eligible Entitlement Land and its transfer to Reserve status;
- (c) Within a reasonable time after receiving and assessing the proposal in accordance with paragraph (a), the

Trustees shall notify the Eligible Tribal Members of each proposal for the acquisition of eligible Entitlement Land by notice in writing which notice shall include:

- (i) a summary of the proposal setting out a description of the eligible Entitlement Land sufficient to identify it, the assessed value of the land and any improvements thereon, and the potential benefits to the First Nation if it is acquired;
  - (ii) the date, time and place of a meeting of the Tribal Lodge to be convened for the purpose of discussing and reviewing the proposal to assist the Trustees in formulating its recommendations regarding the acquisition of the eligible Entitlement Land; and
  - (iii) stating that each Tribal Member is entitled to express his or her opinion regarding the proposed acquisition by attending the meeting of the Tribal Lodge and/or by writing to the Trustees.
- (d) The Tribal Lodge meeting referred to in paragraph (c) shall be held not less than fourteen (14) days and not more than twenty (28) days from the date of the Notice;
- (e) At the meeting of the Tribal Lodge, the Trustees shall disclose to the Tribal Members in attendance the actual and potential costs and benefits associated with the eligible Entitlement Land and any and all other information which they have received in relation to the said land; -
- (f) Within a reasonable period of time following the Tribal Lodge meeting, the Trustees shall meet and determine whether acquisition of the eligible Entitlement Land will



benefit the First Nation and be in its best interests;

- (g) In making their determination, the Trustees shall consider all of the opinions expressed by the Tribal Members and all the information which they have in relation to the eligible Entitlement Land;
- (h) If the Trustees determine that the acquisition of the eligible Entitlement Land will benefit the First Nation and be in its best interests, the Trustees shall deliver a Certificate of Trustees Regarding Eligible Entitlement Land (the form of which certificate appears as Appendix 'C') to the Council requesting the Council's consent to the acquisition;
- (i) Upon receipt of the Certificate referred to in paragraph (h) from the Trustees, the Council shall, by majority vote, determine whether it consents to the acquisition of the eligible Entitlement Land;
- (j) In the event that the Council consents to the acquisition of the eligible Entitlement Land, it shall deliver to the Trustees a Band Council Resolution Consenting to the Acquisition of Eligible Entitlement Land (the form of which resolution appear as Appendix 'D') authorizing and directing the Trustees to purchase the eligible Entitlement Land;
- (k) In the event the Council does not consent to the purchase of the eligible Entitlement Land, it shall deliver to the Trustees a Band Council Resolution Declining to Consent to the Acquisition of Eligible Entitlement Land (the form of which resolution appear as Appendix 'E') in which the Council shall clearly state its reasons for declining to provide its consent;

- (l) If, after reviewing and considering the Band Council Resolution referred to in paragraph (k) hereof, the Trustees are still of the opinion that the acquisition of the eligible Entitlement Land would benefit the First Nation and be in its best interest, the Trustees may hold a vote of the Eligible Tribal Members in accordance with Article 18 herein seeking direction with respect to the acquisition of the eligible Entitlement Land;
- (m) The results of the vote conducted pursuant to paragraph (l) hereof shall be reported to the Council by way of a Results of Vote Report (the form of which report appears as Appendix 'F') and those results shall be binding upon both the Trustees and the Council.

4.2 The manner of acquiring Entitlement Land shall be as follows:

- (a) Upon receiving the consent of the Council pursuant to paragraph 4.1(j), or after a vote pursuant to paragraph 4.1(l) in which a majority of those voting favour the acquisition of the eligible Entitlement Land, the Trustees shall enter into an Agreement to Purchase the approved Entitlement Land, subject to the condition that title transfers to and vests in the Trustees for and on behalf of the First Nation;
- (b) The Trustees may, with the consent of the First Nation and Canada, assign the Trustees' interest in the Agreement to Purchase to Canada;
- (c) Prior to acquiring Entitlement Land the Trustees shall ensure that adequate arrangements have been made for the management of the land;
- (d) The Trustees, upon entering into an Agreement to Purchase

Entitlement Land, shall:

- (i) arrange for the withdrawal of a sum of money from the Trust Capital Account, that is not in excess of the total of the agreed purchase price and Acquisition Costs;
  - (ii) arrange for deposit of such money into the trust account of a practising solicitor in and for the Province of Manitoba, retained by the Trustees to complete the purchase of the Entitlement Land in accordance with the terms of the Agreement to Purchase and the terms of this Agreement;
  - (iii) arrange to satisfy Third Party Interests and take such other steps as are necessary to fulfil the requirements of Article 6 of the Settlement Agreement; and
  - (iv) deliver a fully executed copy of the Agreement to Purchase to the Council.
- (e) In every instance in which Entitlement Land is acquired, Council shall make an application to Canada to have such Entitlement Land set aside as Reserve for the use and benefit of the First Nation by delivering to Canada and to the Trustees a duly authorized Band Council Resolution requesting the same. In the event the conditions set out in Article 6 of the Settlement Agreement are satisfied and Canada agrees to set aside such Entitlement Land as Reserve, the Trustees shall take all steps and sign all documents necessary to transfer the Entitlement Land to Canada;
- (f) In the event that the Trustees have acquired Entitlement



Land that Canada refuses to set apart as Reserve or the conditions set out in Article 6 of the Settlement Agreement can not reasonably be satisfied, such Entitlement Land shall be sold by the Trustees and the net proceeds of such sale shall be returned to, and form part of, the Trust Property and be forthwith redeposited to the Trust Capital Account, provided that the Trustees may retain such land as an investment of Trust Property pursuant to Articles 9 and 10 hereof if the Trustees, in their sole discretion, deem it appropriate to do so.

#### ARTICLE 5: TRUST EXPENSE ACCOUNT

- 5.1 (a) Subject to paragraph (b) hereof each year the Trustees may transfer up to 60% of the Annual Income from the Trust Capital Account to the Trust Expense Account to pay the Trust's reasonable and legitimate expenses including, but not limited to, those listed in this article;
- (b) Upon deposit of the second instalment of the Federal Payment pursuant to the Settlement Agreement, the Trustees shall be entitled to transfer only up to 40% of the Annual Income for the purposes set out herein.
- 5.2 The Trustees are authorized and empowered to retain, dismiss and replace staff, legal counsel, auditors, accountants, bookkeepers, investment advisers, realtors, appraisers, auctioneers, architects, engineers, and other advisors and organizations qualified in the field for which their advice and opinions are sought and required by the Trustees to assist the Trustees in carrying out their responsibilities and obligations under this Agreement, but the Trustees shall not be bound to act upon such advice.
- 5.3 The Trustees may pay reasonable salaries, wages, fees and



costs for the services of persons, corporations and proprietorships referred to in paragraph (b) including, but not limited to, salaries, wages, fees and costs associated with the settlement and implementation of this Agreement, the costs associated with any variation of this Agreement, and the reasonable instruction and training in the duties and responsibilities of Trustees. (When reasonable, such instruction and training shall take place at the Long Plain First Nation Reserve)

- 5.4 The Trustees may incur reasonable costs and expenses in relation to meetings which they are required or empowered to hold pursuant to this agreement including, but not limited, to the printing and posting of notices of such meetings, the printing and distribution of ballots for any vote or election under this agreement and the conduct of such a vote or election.
- 5.5 The Trustees may incur reasonable costs for the investment, acquisition, administration and management of Trust Property and may pay the cost of premiums for the purchase of such insurance as the Trustees, acting reasonably, may determine is advisable.
- 5.6 The Trustees may pay reasonable rent for office space and may pay reasonable compensation to the Trustees for the performance of their duties as defined by this Agreement and may reimburse to the Trustees any personal expenses reasonably incurred by the Trustees in carrying out their duties, which compensation and expenses shall be paid in accordance with the Tariff of Trustees' Honoraria and Disbursements (the form of which tariff appears as Appendix 'G'). The said Tariff may be varied from time to time by the Trustees; provided that no such variation of the Tariff shall be effective until approved by the Eligible Tribal Members in a vote called by the

Trustees expressly for the purpose and held in accordance with the voting procedures set out in Article 18 hereof.

- 5.7 The Trustees shall pay the costs of instituting, prosecuting or defending any civil suits or actions or other legal proceedings affecting the Trust or the Trust Property or any part thereof.
- 5.8 The Trustees may make application for advice to the Court of Queen's Bench pursuant to s.84 of The Trustee Act, R.S.M. 1987, C.T160 or The Court of Queen's Bench Act, S.M. 88-89, Cap.280 and shall pay the costs thereof out of Trust Property, provided that such costs shall, to the extent possible, be paid from the Trust Expense Account.
- 5.9 The Trustees may select criteria for determining and pay the costs associated with an application by any Tribal Member commenced for the purpose of determining an issue of jurisdiction, authority, negligence or breach of trust or fiduciary duty of the Trustees or Council under this Agreement and the Trustees shall pay the costs incurred by a Tribal Member of any legal proceeding commenced by that member which results in a finding that the Trustees or Council have exceeded their power, breached a duty, made an improper or unauthorized expenditure of Trust Property or have acted negligently in the management of Trust Property.
- 5.10 In the event there is a surplus in the Trust Expense Account on the last day of the Year, the Trustees shall pay the surplus to the Beneficiary in accordance with Article 7 herein.

#### ARTICLE 6: TRUST DEVELOPMENT ACCOUNT

- 6.1 Subject to the provisions of this Article, each Year the

Council, on behalf of the Beneficiary may require the Trustees to pay to the Trust Development Account up to 20% of the Annual Income.

6.2 Requisitions by the Council to the Trustees to disburse Annual Income into the Trust Development Account pursuant to Article 6.1 shall be made on a project by project basis and each such requisition shall meet all of the following requirements:

- (a) The expenditure must be for one of the following permitted purposes:
  - (i) to establish scholarships, bursary funds or student loan programs;
  - (ii) to construct and maintain roads, bridges, ditches, water-courses, erosion control works, irrigation and drainage systems, fences, buildings or permanent improvements or other works on the First Nation's Reserve or Entitlement Land;
  - (iii) to purchase or lend money for the purchase of livestock and farm equipment or machinery for the First Nation or one of its corporations operating on the First Nation's Reserve or Entitlement Land;
  - (iv) to purchase or lend money for the purchase of industrial or manufacturing equipment or machinery for the First Nation or for one of its corporations operating on the First Nation's Reserve or Entitlement Land;
  - (v) to construct or improve recreational facilities owned by the First Nation or one of its corporations located on the Long Plain first

Nation's Reserve or Entitlement Land;

- (vi) to fund youth recreational programs;
  - (vii) to construct or improve school facilities owned or operated by the First Nation one of its corporations or its Education Authority;
  - (viii) to fund negotiations or litigation in which the First Nation or any Tribal Member becomes involved where an issue in the negotiations or litigation is the protection or advancement of a right common to all Tribal Members including pursuant of the First Nation Loss of use claim; or
  - (ix) subject to paragraph 3.2(b), any other purpose which, in the opinion of Council and the Trustees, is in the best interests of the First Nation, will confer on Long Plain First Nation a tangible benefit is consistent with the purposes hereinbefore set forth.
- (b) The project to be funded must be fully disclosed in writing by the Council to the Trustees and the Council shall provide to the Trustees a budget setting out anticipated expenditures and an itemization of who will benefit by the expenditures;
- (c) The Trustees shall review the project proposal at a meeting of the Trustees called for that purpose and the Trustees shall certify a Trustees' Certificate of Permitted Purposes (the form of which certificate appears as Appendix 'H') that the project is one permitted under paragraph (a);



- (d) Every project so certified by the Trustees shall then be presented by the Council at a public meeting of Tribal Members called by the Trustees;

6.3 Notice of the time and place of the meeting shall:

- (a) be not less than fourteen (14) days nor more than twenty eight (28) days in advance of the meeting;
- (b) set out that the meeting is for the purpose of informing Tribal Members of the intended requisition and expenditure of a specified amount of Annual Income for a specified project;
- (c) describe the project in reasonable detail;
- (d) set out the proposed budget of expenditures; and
- (e) attach a copy of the certificate referred to in paragraph (c)

6.4 Subject to Article 6.5 and provided that the Trustees are satisfied in their sole discretion that the project is one which generally appears to have the support of the Tribal Members attending the meeting (provided that no formal vote of the Tribal Members need be taken by the Trustees), the Trustees shall thereafter deposit to the Trust Development Account an amount of the Annual Income not more than the amount specified for the project provided that amount requisitioned in combination with all other payouts in the year do not exceed 20% of the Annual Income.

- 6.5 (a) Notwithstanding Articles 6.1 and 6.2, but subject to paragraph 6.5(b) for a period of three (3) years from the date of the signing of this agreement the Trustees shall,

at the request of the Council, and upon delivery to the Trustees of a budget setting out anticipated expenditures, transfer up to 40% of the Annual Income to the Trust Development Account to be used by the Council only for the purpose of pursuing the First Nation's Loss of Use Claim in the manner set out in Article 3 of the Settlement Agreement;

- (b) In no case shall the Trustees provide funds for pursuing the Loss of Use Claim in court prior to ratification of the decision to do so in accordance with Article 2.3 of the Settlement Agreement.

- 6.6 On receipt of any amount of the Annual Income under this Article, the Council shall become a trustee and fiduciary of the First Nation for the purpose of the expenditure of same.
- 6.7 Any unexpended balance of Annual Income in the Trust Capital Account on the last day of the Year shall be paid to the Beneficiary in accordance with Article 7.
- 6.8 The Beneficiary hereby directs that, where under this Article any payment is required to be made by the Trustees to the Beneficiary, the Trustees shall make such payment to the Beneficiary in care of the Council.

#### **ARTICLE 7: ANNUAL INCOME SURPLUS**

- 7.1 The Trustees shall manage and pay out the Annual Income before the last day of each Year, firstly, by paying Trust expenses in accordance with Article 5, secondly, by delivering to the Beneficiary such amounts as may be required to be paid out by Council in accordance with Article 6, and thirdly by paying to the Beneficiary any balance of the Annual Income in accordance with this Article.

- 7.2 Any amount of the Annual Income transferred to the Trust Expense Account and not expended by the Trustees before the last day of each Year pursuant to Article 5, shall likewise be paid by the Trustees to the Beneficiary pursuant to Article 7.1.
- 7.3 In the event of a pay out to the Beneficiary pursuant to Article 7.2, payment by the Trust to the Beneficiary shall be accompanied concurrently by an interest free loan from the Beneficiary to the Trust in an equal amount for the remaining term of this Agreement.
- 7.4 In the event it is determined in the future by Revenue Canada or a court of competent jurisdiction that the Trust is not liable to pay income tax on Annual Income if kept in the Trust and not paid to the Beneficiary in accordance with this Article by reason of s. 90 of the Indian Act or for any other reason, then the Trustees shall not pay unexpended surplus in the Trust Expense Account or the balance of Annual Income to the Beneficiary in accordance with Articles 7.1 and 7.2 but rather any such untaxed and unexpended Annual Income shall be reinvested as capital of the Trust and Articles 5.10 and 7.1 through 7.3 inclusive shall become inoperative.
- 7.5 The Beneficiary hereby directs that, where under this Article any payment is required to be made by the Trustees to the Beneficiary, the Trustees shall make such payment to the Beneficiary in care of the Council.

#### **ARTICLE 8: FINANCIAL ADMINISTRATION AND ACCOUNT OPERATION AGREEMENT**

- 8.1 No monies shall be withdrawn from the Trust Capital Account, the Trust Expense Account or the Trust Development Account by the Trustees or by the Council except by means of the appropriate Trust Capital Account direction, Trust Expense

Account direction or Trust Development Account direction.

- 8.2 Monies to be withdrawn from the Trust Capital Account for the purchase of Entitlement Land may only be withdrawn by means of a Trust Capital Account Land Acquisition Direction (the form of which direction appears as Appendix 'I') which has been executed by a majority of the Trustees named in the most recent Trustees Certificate in the possession of the Institution.
- 8.3 Monies to be withdrawn from the Trust Capital Account for distributing Annual Income from the Trust Capital Account to the Trust Expense Account or the Trust Development Account may only be withdrawn by means of a Trust Capital Account Annual Income Direction (the form of which direction appears as Appendix 'J') which has been executed by a majority of the Trustees named in the most recent Trustees Certificate in the possession of the Institution.
- 8.4 Monies to be withdrawn from the Trust Capital Account for the purchase of Authorized Investments may only be withdrawn by means of a Trust Capital Account Investment Direction (the form of which direction appears as Appendix 'K') which has been executed by a majority of the Trustees named in the most recent Trustees Certificate in the possession of the Institution.
- 8.5 Monies to be withdrawn from the Trust Development Account may only be withdrawn by means of a Trust Development Account Direction (the form of which direction appears as Appendix 'L') which has been executed by a quorum of the Council.
- 8.6 Monies to be withdrawn from the Trust Expense Account may only be withdrawn by means of a Trust Expense Account Direction (the form of which direction appears as Appendix 'M') to be



delivered to the Institution and which is executed:

- (a) In the case of payment of any Authorized Expense in an amount exceeding Five Hundred (\$500.00) Dollars, by two (2) of the Trustees named in the most recent Trustees Certificate in the possession of the Institution; and
- (b) In any other case, by one (1) of the Trustees named in the most recent Trustees Certificate in the possession of the Institution.

8.7 Monies to be withdrawn from the Trust Expense Account for the purchase of Authorized Investments may only be withdrawn by means of a Trust Expense Account Investment Direction (the form of which direction appears as Appendix 'N') which has been executed by a majority of the Trustees named in the most recent Trustees Certificate delivered to the Institution.

8.8 Notwithstanding the foregoing and, in particular, Article 3 hereof:

- (a) The Beneficiary hereby irrevocably authorizes and directs the Trustees to direct the Institution to pay to the law firm of Keyser, Harris in Winnipeg, Manitoba, the solicitors for the First Nation, the sum of Five Hundred Thousand Dollars (\$500,000.00) from the Trust Capital Account in accordance with Article 7.3 of the Settlement Agreement. The Institution shall make payment in accordance with this Article upon delivery to it of the Trust Capital Account Direction Regarding Solicitor's Fees, (the form of which direction appears as Appendix 'O') which Direction shall be delivered to the Institution by the Trustees within ten (10) days of the date upon which the first instalment of the Federal Payment referred to in Article 2.2 of the Settlement

Agreement is made;

(b) The Trustees may, in any Year, transfer from the Trust Capital Account by way of a Trust Capital Account Annual Income Advance Direction (the form of which direction appears as Appendix 'P') duly executed by a majority of the Trustees, as an advance of Annual Income the following amounts:

- i) in the case of the Trust Expense Account, an amount not to exceed one hundred and fifty thousand (\$150,000.00) to permit payment of Authorized Expenses; and
- ii) in the case of the Trust Development Account, an amount not to exceed one hundred and twenty thousand (\$120,000.00) for each of the first three (3) years after the signing of this Agreement, and not to exceed sixty thousand (\$60,000.00) in any year thereafter, for the purposes set out in Article 6;

provided that any amounts so advanced shall be repaid to the Trust Capital Account from the Annual Income earned in that year to be disbursed in accordance with this Agreement.

8.9 The Trustees shall maintain a chronological register of all original resolutions authorizing disbursement of Trust Property at the offices of the administration of the Trust, which register shall be available for examination by any Tribal Member and by the auditor.

8.10 Subject to Articles 8.1 through 8.8 inclusive, the Trustees and the Council shall execute and deliver to the Institution

any document in writing requested by the Institution which is necessary or appropriate in the opinion of the Institution for the administration of the Trust Property or the operation of the Trust Capital Account, Trust Expense Account or Trust Development Account in particular, and notwithstanding the generality of the foregoing, the Trustees shall provide to the Institution a Trustees Certificate (the form of which certificate appears as Appendix 'Q') immediately following any election or replacement of one or more Trustees.

- 8.11 The Trustees and the Council shall enter into agreements with the Institution regarding the operation of the Trust Capital Account, Trust Expense Account and Trust Development Account respectively, which agreements shall contain at least the provisions of this Article and a copy of this Agreement shall be attached for identification purposes.

#### ARTICLE 9: POWERS OF TRUSTEES

- 9.1 In addition to such other duties and powers of the Trustees as are set out in this Agreement and subject to the restrictions herein the Trustees are authorized and empowered to:

- (a) To make any investment, acquisition, expenditure, disposition, contract, arrangement or transaction whatsoever, which a person absolutely and beneficially entitled to the Trust Property would have had power or right to effect or to concur in effecting, to the extent that the Trustees shall have, in relation to the Trust Property, all the powers and rights of a beneficial owner, but subject always to the dispositive provisions and trusts created hereunder and provided that the Trustees shall always exercise such powers and rights in good faith in what the Trustees believe are in the best interests of the First Nation;

(b) Without in any way restricting the generality of the foregoing powers and rights conferred on the Trustees, which powers and rights shall be interpreted according to the widest generality of which the words describing them shall be capable, the Trustees shall have the following powers:

- (i) to make investments without being limited to investments authorized by law for Trustees, and the Trustees may make any investments, without regard for diversification, which in their uncontrolled discretion they consider advisable and the Trustees shall not be liable for any loss that may happen in connection with any such investment made by them in good faith;
- (ii) to sell, exchange, call in, convert, any or all of the investments which the Trustees may originally make and invest and reinvest them as the Trustees in their uncontrolled discretion consider advisable;
- (iii) to borrow money for the purposes of the Trust at such time, in such amounts and at such rates of interest and upon such terms and conditions as they may consider advisable;
- (iv) if at any time and for so long as any real and leasehold property shall form part of the Trust Property, to let or lease any such real or leasehold property from month to month, year to year or for any term of months or years subject to such covenants and conditions as the Trustees shall consider advisable, to accept surrenders of leases and tenancies, and to enter into agreements with



Council for the management of the property and to give any options with respect to such property or properties as they consider advisable;

- (v) in connection with any company or corporation in which the Trustees may at any time hold shares or obligations, the Trustees are authorized to take up the proportion of any increased capital to which as holders of such shares or obligations they may be entitled and also to purchase any additional shares or obligations in such company or corporation; to concur in any arrangement for the release, modification or variation of any rights, privileges or liabilities attached to the shares or obligations; to join in any plan for the reconstruction or reorganization of such company or corporation or for the amalgamation of such company or corporation with any other company or corporation or for the sale of the assets of such company or corporation or any part thereof and in pursuant of such plan, to accept any shares or obligations of such company or corporation or any other company or corporation in lieu of or in exchange for the shares or obligations held by the Trustees in such company or corporation; to concur in any arrangement for the winding up or dissolution and distribution of the assets of such company or corporation; and to enter into any pooling or other agreement in connection with shares or obligations held by the Trustees in such company or corporation and in case of sale thereof, to give any options they consider advisable; the Trustees may cause to be elected any person, including the Trustees themselves and including the beneficiary hereof to any office or directorship of

any corporation in which the Trust is interested and in the event that any Trustee shall serve on any such office or directorship and be paid remuneration for such services, such remuneration shall not reduce the compensation to which they are otherwise entitled as Trustees; and where the Trustees hold sufficient shares which directly or indirectly give them control of such company or corporation, they may in their uncontrolled discretion as they consider advisable cause and bring about any plan or arrangement or transaction hereinbefore described in this Article or authorized by the corporate legislation governing such company or corporation; and

- (vi) to make, or refrain from making in their uncontrolled discretion, any election, determination, or designation permitted by statute or regulation of Canada or a legislature, and such exercise of discretion by the Trustee shall be final and binding upon the Beneficiary, provided that the Trustees shall not act so as to confer a tax advantage upon a Tribal Member, or a Corporation owned by the First Nation at the expense of the Beneficiary;
- (c) To establish the Trust Capital Account, Trust Expense Account and the Trust Development Account with the Institution and make such arrangements governing banking procedures as are consistent with this Agreement;
- (d) To make, and amend from time to time, such rules as they deem appropriate and reasonable to govern their procedures, provided that such rules shall not be inconsistent with this Agreement or any laws which govern

Trustees generally;

- (e) To maintain the Resolution register referred to in Article 8.9 and a written record of all decisions taken and certificates issued by the Trustees and to make these records available to Council and Tribal Members on request;
- (f) To maintain adequate records of all transactions through the Trust Capital Account and the Trust Expense Account;
- (g) To execute all documents required by the Institution for the purpose of its administration of the Trust Property;
- (h) The investments which the Trustees are authorized herein to make shall be called, for the purposes of this Agreement, Authorized Investments.

#### **ARTICLE 10: PURCHASE OF AUTHORIZED INVESTMENTS:**

- 10.1 (a) The Trustees are authorized and empowered to invest monies on deposit in the Trust Capital Account or the Trust Expense Account to purchase Authorized Investments;
- (b) The Trustees may direct the Institution to transfer funds from the Trust Capital Account for the Purchase of Authorized Investments by means of a Trust Capital Account Investment Direction (executed in the manner contemplated by Article 8.4) or from the Trust Expense Account for the purchase of Authorized Investments by means of a Trust Expense Account Investment Direction (executed in the manner contemplated by Article 8.7);
- (c) On receipt by the Institution of a duly executed Trust Capital Account Investment Direction or a Trust Expense

Account Investment Direction, as the case may be, the Institution shall, subject to the terms of any governing banking arrangements, permit the withdrawal of funds necessary to purchase the Authorized Investments, by means of a cheque or bank draft made payable to the issuer of, or agent handling the sale of, the Authorized Investment;

- (d) The Trustees shall ensure that all Investment Instruments are delivered for safekeeping to the Institution, to be held by the Institution for the Trustees as a common depository for the same;
- (e) Authorized Investments may be disposed of by the Trustees providing to the Institution a Release Direction from the Trustees (the form of which direction appears as Appendix 'R'). Upon receipt thereof, the Institution shall release and transfer the Investment Instruments in accordance with said Release Direction. The Trustees shall ensure all funds received from the disposition of the Authorized Investments shall be deposited by the Institution on behalf of the Trustees to the Trust Capital Account or the Trust Expense Account, as the case may be.

#### ARTICLE 11: APPOINTMENT OF INITIAL TRUSTEES

##### 11.1 The First Nation hereby appoints:

- a. Eugene Peterson;
  - b. Max Merrick; and
  - c. Barbara Esau
- as initial Trustees.

##### 11.2 The initial Trustees shall hold office until the election of Trustees set out in paragraph 11.3(g).



11.3 Subject to Article 11.4, during the said period, the initial Trustees shall exercise the powers conferred on Trustees pursuant to Article 9 and in particular shall:

- (a) Establish the Trust's Accounts at the Institution and make arrangements governing banking procedures pursuant to paragraph 9.1 (c);
- (b) Establish rules and procedures pursuant to paragraph 9.1 (d);
- (c) Establish a register as required in paragraph 9.1 (e);
- (d) Execute and deliver the Trust Capital Account Direction Regarding Solicitor's Fees pursuant to paragraph 8.8 (a);
- (e) Do all such other things and execute such documents as may be required by the Institution for the purpose of administering the Trust which are consistent with this agreement;
- (f) Establish a procedure for the selection of the Independent Trustees pursuant to Article 12.3;
- (g) Establish a procedure for the election of Trustees pursuant to Article 12.4; and
- (h) Cause an election to be held in accordance with that procedure within ninety (90) days of the date on which the Settlement Agreement comes into force.

11.4 Notwithstanding the generality of Article 11.3, the initial Trustees shall not select or acquire Entitlement Land and the operation of Article 4 herein shall be suspended until the election of Trustees pursuant to paragraph 11.3(g) has

occurred.

## **ARTICLE 12: ELECTION AND TERM OF OFFICE OF TRUSTEES**

12.1 Subject to Articles 11 and 12.5, each Trustee shall serve a term of four (4) years.

12.2 Except for the period pending the filling of a vacancy and subject to Article 11.1, there shall be at all times five (5) Trustees in office of which:

- (a) One (1) shall be elected by the Eligible Tribal Members ordinarily resident in the Brandon Area from amongst those Eligible Tribal Members ordinarily resident in that Area;
- (b) One (1) shall be elected by the Eligible Tribal Members ordinarily resident in the Winnipeg Area from amongst those ordinarily resident in that Area;
- (c) Two (2) shall be elected by the Eligible Tribal Members ordinarily resident in the Long Plain/Portage la Prairie Area from amongst those ordinarily resident in that Area;
- (d) One (1) shall be an Independent Trustee selected by the other four (4) Trustees.

12.3 The initial Trustees shall establish the procedure for the selection of Independent Trustee.

12.4 The initial Trustees shall establish the procedure for the election of Trustees other than the Independent Trustee, which shall be consistent with the procedure followed by the First Nation for the election of its Council as that procedure may from time to time exist.

12.5 Notwithstanding Article 12.1, the first Trustees elected from the Long Plain/Portage la Prairie Area shall hold office only for a period of two (2) years. Trustees subsequently elected from this Area shall hold office for periods of four (4) years as otherwise provided herein.

12.6 All Trustees shall, prior to assuming office, consent in writing to a criminal records check by or through the R.C.M.P. for the purpose of determining whether the Trustee has been convicted of an offence under Parts III, V, VIII, IX, X or XII of the Criminal Code, R.S.C. 1985, Chap. C-46 and amendments thereto, the Narcotic Control Act, R.S.C. 1985, Chap. N-1 and amendments thereto, or the Food and Drug Act, R.S.C. 1985, Chap. F-27 and amendments thereto. In the event a Trustee has been convicted of an offence in respect of any of the legislation above referred to, that Trustee shall not be entitled to take office.

#### ARTICLE 13: REPLACEMENT OF TRUSTEES

13.1 A Trustee shall serve until his or her term expires or until he or she:

- (a) Dies;
- (b) Resigns;
- (c) Is bankrupt or is convicted of an offence involving the Trust Property or the exercise of his or her responsibilities as a Trustee or any of the offenses set out in Article 12.6 hereof;
- (d) Is declared by a court to be mentally incompetent;
- (e) Is required to resign by a resolution of the Trustees

signed by the other four (4) Trustees;

- (f) Fails to attend three consecutive meetings of the Trustees of which meetings he or she has received notice;
- (g) Fails to disclose his or her interest in a material contract in accordance with Articles 16.1 and 16.2 of this Agreement or votes on any resolution contrary to Article 16.3 of this Agreement;
- (h) Ceases to be ordinarily resident in the Area for which he or she was elected but only if the majority of other Trustees vote to terminate his or her term for that reason;
- (i) Is elected to the Council; or
- (j) Resigns by delivery of a notice in writing to the other Trustees indicating an effective resignation date of no less than fourteen (14) days next following delivery;

in which case the Trustee affected shall automatically cease to be a Trustee.

13.2 If a vacancy among the Trustees occurs, either by the expiration of the term of a Trustee or otherwise, it shall be filled by the Trustees then remaining as soon as reasonably possible, but in any event within thirty (30) days of the date the vacancy occurs. Such Trustee shall serve for the remaining term of the Trustee who has retired or resigned or has been deemed to have vacated office by virtue of Article 13.1.

13.3 Any Trustee appointed after the execution hereof, whether in substitution or replacement of a Trustee shall, prior to such



appointment being effective, agree to become a party to, and be bound by, the terms and conditions hereof.

13.4 The Trustees may make and adopt special rules governing residence and disqualification due to residence of the Trustees for tax purposes and where a Trustee fails to meet these special rules, such Trustee may be replaced.

#### ARTICLE 14: CONDUCT OF MEETINGS

14.1 The conduct of all meetings of Trustees shall be governed by the following:

- (a) The quorum for meetings of Trustees shall be three(3) Trustees except for meetings of initial Trustees for which a quorum shall be two (2);
- (b) A Trustee may be present or attending by telephone or other communication facility which permits each Trustee to communicate with all other Trustees at the meeting;
- (c) At the first meeting held in each year the Trustees shall select a Chairman from among themselves but not including the Independent Trustee, who shall serve as Chairman for that year;
- (d) All decisions and actions of the Trustees shall require three (3) votes of the Trustees at a duly convened meeting except for decisions and action of the initial Trustees which shall require two (2) votes of the Trustees;
- (e) Minutes of decisions taken at all Trustee meetings shall be recorded in writing and such record signed by those Trustees present at the meeting or participating by

conference telephone;

- (f) Meetings of the Trustees can be open or closed to Tribal Members as the Trustees in their discretion may decide provided that no less than two (2) meetings of the Trustees each Year shall be open to Tribal Members, the first of which shall be held within one hundred and twenty (120) days of the last day of each Year, at which meeting the Trustees shall table and discuss the annual consolidated trust audit;
- (g) Meetings of the Trustees shall be held at such place or places as the Trustees may determine provided that the Trustees must meet at least four (4) times per year and must hold not less than two (2) meetings on the Long Plain First Nation Reserve;
- (h) All Trustees shall be given fourteen (14) days advance written notice of the place, date and time of every meeting, unless all Trustees agree to shorter notice and, with respect to meetings of the Trustees open to Tribal Members, fourteen (14) days notice shall be posted in the office of administration of the Trust and the Council;
- (i) All Trustees shall maintain notice of a current residence address at the place of administration of the Trust and notice to that address shall be good and sufficient notice for all purposes of this Agreement;

#### ARTICLE 15: AUDIT REQUIREMENTS

15.1 Each year the Trustees shall appoint an auditor with qualification as a chartered accountant, certified general accountant or certified management accountant and licensed in Manitoba and cause to be conducted a once annual consolidated

trust audit of the Trust Capital Account, the Trust Expense Account and the Trust Development Account in accordance with generally accepted accounting principles, and the auditor so appointed shall also certify that all expenditures in all three (3) accounts were for purposes approved by this Agreement and were properly authorized in accordance with the requirements of this Agreement.

15.2 The Trustees shall engage the auditor to submit his written report on the financial statements for each Year for all three accounts to the Trustees and the Council within ninety (90) days of the last day of each Year End.

15.3 The Trustees shall provide the First Nation through its Council with:

(a) A certified copy of the minutes of each meeting of the Trustees; and

(b) A copy of all ledgers, registers and documents or recordings of transactions affecting the Trust Property as and when requested by Council from time to time.

15.4 Not less than two (2) Trustees shall attend meetings of the Tribal Members and Council meetings when requested by Council and shall report on the administration of the Trust Property in relation to the purposes of the Trust.

15.5 Any Tribal Member shall be entitled to receive a copy of the annual consolidated trust audit on request from the Trustees and without charge.

#### **ARTICLE 16: CONFLICT OF INTEREST**

16.1 A Trustee who:

- (a) Is a party or is related by blood or marriage to a party to material contract or proposed material contract of the Trustees entered into or to be entered into in accordance with this Agreement; or
- (b) Is a director, an officer or a principal or is related by blood or marriage to a person who is a director, officer or principal in any corporation, sole proprietorship or partnership which is a party to a material contract or proposed material contractor of the Trustees entered into or to be entered into in accordance with this Agreement, shall disclose in writing to the Trustees or request to have entered into the minutes of a meeting or meetings of Trustees the nature and extent of his interest.

16.2 The said disclosure required of a Trustee shall be made:

- (a) At the meeting at which a proposed contract is first considered by the Trustees.
- (b) If the Trustee was not then interested in a proposed contract, at the first meeting after he becomes so interested.
- (c) If the Trustee becomes interested after a contract is made, at the first meeting after he becomes so interested; or
- (d) If a person who is interested in a contract later becomes a Trustee, at the first meeting after he becomes a Trustee.

16.3 A Trustee described in Article 16.1 may not vote on any resolution to approve the contract but may participate in any discussion of the contract.



16.4 For purposes of this Article a general notice to the Trustees by a Trustee declaring his or her interest in a material contract as provided for in Article 16.1 is a sufficient declaration of interest in relation to any contract so made.

16.5 A material contract involving this Agreement between the Trustees and one (1) or more of the Trustees, or between the Trustees and a company or organization of which one or more of the Trustees is a partner, shareholder, director or officer, or in which one or more of the Trustees has a material interest, is neither void nor voidable by reason of that relationship or by reason only that a Trustee with an interest in the contract is present at or is counted to determine the presence of a quorum at a meeting of Trustees that authorized the contract if the Trustee disclosed his interest as required above and the contract was approved by the Trustees and is reasonable and fair to members of the Band at the time it was approved.

#### ARTICLE 17: AMENDMENT

17.1 Subject to Article 3.2, this Agreement may be amended by written agreement between the Council and the Trustees, provided that:

- (a) There shall be no amendment of this Agreement for a period of three (3) years from the date hereof; and
- (b) The signing and delivery of any such amending agreement shall not be effective until ratified by the Eligible Tribal Members.

17.2 Such ratification shall be conducted in accordance with the voting procedures established in Article 18 hereof.

**ARTICLE 18: VOTING PROCEDURE**

18.1 The Trustees shall establish a procedure for the taking of any vote of the Eligible Tribal Members required or authorized under this Agreement which procedure shall be consistent with the Ratification Procedure which is attached as Schedule 'B' to the Settlement Agreement and shall provide:

- (a) That all votes shall be by secret ballot;
- (b) For reasonable written notice to all Eligible Tribal Members of the date, time and place of the vote and the question to be voted on;
- (c) That each Eligible Tribal Member entitled to vote shall have a reasonable opportunity to vote; and
- (e) That the question voted upon shall be determined by a majority of those casting their vote, provided that in the case of a vote taken with respect to a proposed amendment to this Agreement as required by Article 17 hereof, the question shall be determined by not less than a majority of a majority of the Eligible Tribal Members entitled to vote.

**ARTICLE 19: NOTICE**

19.1 Whenever in this Agreement it is required that notice be given or served by any party to or on the others such notice shall be given or served in writing by delivering it personally or by forwarding it by Registered Mail to:

- (a) the First Nation at the following address:  
Long Plain First Nation  
Edwin Post Office

Edwin, Manitoba  
ROH OGO

- (b) The Trustees in care of the current address of each Trustee as recorded pursuant to paragraph 14.1(i);

19.2 Any notice or communication shall be sufficient if delivered personally, or if delivered by registered mail, postage prepaid, addressed as set forth above, and shall be effective on delivery if delivered personally or on the fourth business day after mailing, if mailed. In the event of an anticipated or actual stopping of postal service, registered mail shall not be used.

#### ARTICLE 20: LIMITATION ON LIABILITY

20.1 Without limiting the powers herein granted, the Trustees shall not be liable or accountable for:

- (a) Any loss or damage resulting from the exercise of the discretion or the refusal to exercise a discretion either alone or together with the other Trustees; or

- (b) Any loss of Trust Property

provided that every Trustee in exercising his or her powers and discharging their duties

- (c) Acts honestly and in good faith with a view to the best interest of the Trust;
- (d) Exercises the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstance; and

(e) Does not act for his or her own personal benefit.

20.2 Without limiting the generality of Article 20.1, no Trustee shall be in breach of any duty in respect of the Trust whether fiduciary or otherwise or be held liable, answerable or accountable whether for a private profit, or damages or otherwise for any of the following reasons:

- (a) The Trustee carried on a competing venture with any business carried on by the trust; or
- (b) The Trustee in his own right directly or indirectly owned, acquired, disposed of or failed to acquire or dispose of shares or other securities in any corporation or venture in which the Trust also owned shares or other securities.

#### ARTICLE 21: OTHER PROVISIONS

21.1 Wherever this Agreement requires that notice of a meeting be given to the Tribal Lodge and/or the Eligible Tribal Members:

- (a) Such notice shall be in writing and shall be posted and displayed clearly both inside and outside the Council Office and the place of administration of the Trust not less than fourteen (14) days before the day on which the meeting is to be held and throughout the notice period; and
- (b) Mailed by ordinary mail or delivered to each Eligible Tribal Member at his or her last known address at least fourteen (14) days before the day on which the meeting is to be held.

21.2 The Trustees may establish procedures for the conduct of



meetings of the Tribal Lodge referred to herein and open meetings of the Trustees.

21.3 All meetings of the Tribal Lodge held pursuant to this agreement shall be open to all Tribal Members.

21.4 This Agreement shall in all respects be construed under and regulated by the laws of the Province of Manitoba, and the parties agree that at all times the principal place of administration of the Trust created by this Agreement shall be the Long Plain Indian Reserve #6 in the Province of Manitoba.

21.5 The term of this Agreement shall commence on the date of execution of this Agreement and shall terminate December 31, 2019 on which date the Trust Property shall be transferred to the Beneficiary.

21.6 The First Nation hereby nominates, appoints, and authorises the Council to do all things, make all decisions and receive and lend all monies on behalf of the First Nation as called for by this Agreement.

21.7 The headings are inserted solely for convenience and shall not control or affect the meaning or construction of any part of this Agreement.

21.8 Words herein in the singular include the plural and words herein in the plural include the singular.

21.9 Words importing male persons include female persons and corporations.

21.10 Any resolution of the Council required for the purposes of this Agreement shall be passed at a meeting of the Council held in accordance with the procedures prescribed by the

Indian Act and the regulations made thereunder.

21.11 No member of the House of Commons or the Senate may be admitted to any share of this Agreement or any benefit to arise therefrom.

21.12 The following Appendices form part of the Agreement:

- Appendix 'A' Map Describing Trustees' Areas;
- Appendix 'B' Customs Council;
- Appendix 'C' Certificate of Trustees Regarding Eligible Entitlement Land;
- Appendix 'D' Band Council Resolution Consenting to the Acquisition of Eligible Entitlement Land;
- Appendix 'E' Band Council Resolution Declining the Acquisition of Eligible Entitlement Land;
- Appendix 'F' Results of Vote Report;
- Appendix 'G' Tariff of Trustees' Honoraria and Disbursements;
- Appendix 'H' Trustees' Certificate of Permitted Purpose;
- Appendix 'I' Trust Capital Account Land Acquisition Direction;
- Appendix 'J' Trust Capital Account Annual Income Direction;
- Appendix 'K' Trust Capital Account Investment Direction;
- Appendix 'L' Trust Development Account Direction;
- Appendix 'M' Trust Expense Account Direction;
- Appendix 'N' Trust Expense Account Investment Direction;
- Appendix 'O' - Trust Capital Account Direction Regarding Solicitor's Fee's;
- Appendix 'P' Trust Capital Account Annual Income Advance;
- Appendix 'Q' Trust Certificate;

Appendix 'R' Release Direction.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the date and year first above written.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

Long Plain First Nation  
as represented by Chief  
Council

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chief

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Councillor

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

Trustees of the Long Plain First  
Nation Entitlement Trust Agreement:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
MAX MERRICK

\_\_\_\_\_  
Witness

\_\_\_\_\_  
EUGENE PETERSON

\_\_\_\_\_  
Witness

\_\_\_\_\_  
BARBARA DANIELS ESAU

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of

\_\_\_\_\_, 199\_\_.



C A N A D A )  
 PROVINCE OF MANITOBA )  
 TO WIT: )

AFFIDAVIT OF EXECUTION

I, \_\_\_\_\_ of the \_\_\_\_\_ of  
 \_\_\_\_\_, in the Province of Manitoba,  
 \_\_\_\_\_, MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see  
 \_\_\_\_\_, named in the within instrument, who is  
 personally known to me to be the person named therein, duly sign  
 and execute the same for the purposes named therein.

2. THAT the same was executed at the \_\_\_\_\_ of  
 \_\_\_\_\_, in the Province of Manitoba, on the \_\_\_\_\_ day  
 of \_\_\_\_\_, A.D. 199\_\_\_\_, and that I am the subscribing  
 witness thereto.

3. THAT I know the said \_\_\_\_\_, and he/she is  
 in my belief of the full age of eighteen years or more.

SWORN BEFORE ME at the \_\_\_\_\_ )  
 of \_\_\_\_\_, in \_\_\_\_\_ )  
 the Province of Manitoba, \_\_\_\_\_ )  
 this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ )  
 A.D. 199\_\_\_\_. \_\_\_\_\_ )

A Commissioner for Oaths in  
 and for the Province of  
 Manitoba.

My Commission expires:  
 AND/OR BEING A SOLICITOR.



## APPENDIX 'B'

CUSTOMS COUNCIL

CLANS	REPRESENTATIVES
Assiniboine, Paul and Rose	Feralin Assiniboine
Jack Beatty	Sherman Beatty
Daniels, Donald and Grace	Darrell Daniels
James Daniels	Laverne Daniels or Du-Wayne Daniels
Eva Francis	Selma Francis
George Hobson	Trudy Hobson
Yellowquill/ Houle	Elvis Houle
John La Porte	William La Porte
Alfred Longclaws	Jo'Anne Longclaws
Phillip Longclaws	Tony Longclaws
Jean Meeches	Debbie Meeches
Ted Meeches	Rodney Meeches
Art Meeches	Vernon Meeches
Angus Merrick	Evelyn Merrick Belcher
Edna Merrick	Warren Merrick
Louie Myran Sr.	Kevin Myran
Tony Myran	Joe Myran
George Myran	
Florence Myran	Katie Peters
Clara Paul	Barb Cameron
Andrew Perswain Sr.	Andy Perswain Jr.
Violet Peters	Ivy Myran
Isabel Peters	May Peters
Wallace Peters	Ron Peters
Doreen Prince	Larry Prince
John Smith	
Elsie Wescoupe	Ashley Wescoupe
Grant Woods	Marjorie Pelletier
Harry Myerion	Robert Myerion
Ron Woods	Jo'Anne Meeches

Elsie Beauchamp

Kathy Myran



## APPENDIX "C"

**CERTIFICATE OF TRUSTEES REGARDING  
ELIGIBLE ENTITLEMENT LAND**

---

**TO:** The Council

**RE:** Long Plain First Nation Trust Agreement made \* , 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \* , \* , and \* , as "Trustees" , OF THE SECOND PART, (the "Agreement")

---

**REFERENCE** is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

**REFERENCE** is further made to paragraph 4.1(j) of the Agreement.

**PURSUANT TO PARAGRAPH 4.1(J)**, this is to certify that the acquisition of the within described eligible Entitlement Land will benefit the First Nation and be in its best interests:

(set out description using attachments if necessary)

We therefore request your consent to the acquisition of the said eligible Entitlement Land.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

The Trustees:

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

## APPENDIX "D"

**BAND COUNCIL RESOLUTION CONSENTING TO THE  
ACQUISITION OF ELIGIBLE ENTITLEMENT LAND**

**TO:** The Trustees

**RE:** Long Plain First Nation Trust Agreement made \* , 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \* , \* , and \* , as "Trustees" , OF THE SECOND PART, (the "Agreement")

---

**REFERENCE** is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

**REFERENCE** is further made to paragraph 4.1(j) of the Agreement.

**WHEREAS** the Trustees have certified that the acquisition of the eligible Entitlement Land described herein would benefit the First Nation and be in its best interests;

**THE COUNCIL HEREBY RESOLVES AS FOLLOWS:**

**BE IT RESOLVED THAT THE COUNCIL DOES HEREBY CONSENT TO THE ACQUISITION OF THE ELIGIBLE ENTITLEMENT LAND.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 199\_.

The Council:

\_\_\_\_\_  
Chief

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

(set out description using attachments if necessary)

We therefore request your consent to the acquisition of the said eligible Entitlement Land.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

The Trustees:

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

## APPENDIX "E"

**BAND COUNCIL RESOLUTION DECLINING TO CONSENT  
TO THE ACQUISITION OF  
ELIGIBLE ENTITLEMENT LAND**

---

**TO:** The Trustees

**RE:** Long Plain First Nation Trust Agreement made \* , 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \* , \* , and \* , as "Trustees" , OF THE SECOND PART, (the "Agreement")

---

**REFERENCE** is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

**REFERENCE** is further made to paragraph 4.1(k) of the Agreement.

**WHEREAS** the Trustees have certified that the acquisition of the eligible Entitlement Land described herein would benefit the First Nation and be in its best interests;

**THE COUNCIL HEREBY RESOLVES AS FOLLOWS:**

**BE IT RESOLVED THAT THE COUNCIL DOES HEREBY DECLINE TO CONSENT TO THE ACQUISITION OF THE ELIGIBLE ENTITLEMENT LAND FOR THE FOLLOWING REASONS:**

(use attachment if necessary)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 199\_.

The Council:

\_\_\_\_\_  
Chief

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor



---

Councillor

## APPENDIX "F"

RESULTS OF VOTE REPORT

**TO:** The Council

**RE:** Long Plain First Nation Trust Agreement made \* , 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees" , OF THE SECOND PART, (the "Agreement")

**REFERENCE** is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

**REFERENCE** is further made to paragraph 4.1(m) of the Agreement.

A VOTE of the Eligible Tribal Members seeking their direction with respect to the acquisition of the eligible Entitlement Land described in the attachment hereto was held on the \_\_\_\_\_ day of \_\_\_\_\_, 199\_.

**THE RESULTS OF THE VOTE ARE AS FOLLOWS:**

**TOTAL VOTES CAST:** \_\_\_\_\_

**VOTES IN FAVOUR OF ACQUISITION:** \_\_\_\_\_

**VOTES OPPOSED TO ACQUISITION:** \_\_\_\_\_

**PURSUANT TO PARAGRAPH 4.1(m), THESE RESULTS ARE BINDING ON THE COUNCIL AND THE TRUSTEES.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 199\_.

**The Trustees:**

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

**THIS PAGE INTENTIONALLY LEFT BLANK.**

## APPENDIX "G"

TARIFF OF TRUSTEES' HONORARIA AND DISBURSEMENTS

Trustees shall be entitled to an honorarium and compensation for disbursements in an amount to be established by the Trustees subject to the approval of the Tribal Lodge at a meeting called by the Trustees for that purpose within sixty (60) days of the signing of this Agreement.

Trustees shall be entitled to be compensated for reasonable expenses reasonably incurred in the discharge of their duties herein based upon the following criteria:

- (a) automobile mileage: \$        per kilometre
- (b) meals:
  - (i) breakfast: \$
  - (ii) lunch: \$
  - (iii) supper: \$
- (c) other reasonable expenses which were reasonably incurred from time to time.

Receipts shall be provided by each Trustee to substantiate each expense and no recompense shall be provided without such receipts.



## APPENDIX "H"

TRUSTEES' CERTIFICATE OF PERMITTED PURPOSES

TO: The Long Plain First Nation

RE: Long Plain First Nation Trust Agreement made \*, 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART and \*, \*, and \*, as "Trustees", OF THE SECOND PART, (the "Agreement")

REFERENCE is made to the Agreement. Capitalized Terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

REFERENCE is further made to paragraph 6.2(c) of the Agreement.

PURSUANT TO PARAGRAPH 6.2(C), this is to certify that the proposed project described herein is one permitted under paragraph 6.2(a).

DESCRIPTION OF THE PROJECT: (attach document setting out project if insufficient space)

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

**The Trustees**

Per: \_\_\_\_\_  
Trustee

Per: \_\_\_\_\_  
Trustee

Per: \_\_\_\_\_  
Trustee

Per: \_\_\_\_\_  
Trustee

Per: \_\_\_\_\_  
Trustee

## APPENDIX "I"

TRUST CAPITAL ACCOUNT LAND ACQUISITION DIRECTION

TO: The Institution

RE: Long Plain First Nation Trust Agreement made \*, 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees", OF THE SECOND PART, (the "Agreement")

---

REFERENCE is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

REFERENCE is further made to Article 8.2 and clauses 4.2(d)(i) and (ii) of the Agreement and to the Trust Capital Account of the Trustees.

PURSUANT TO ARTICLE 8.2 AND CLAUSES 4.02(d)(i) and (ii), YOU ARE HEREBY AUTHORIZED AND DIRECTED to make the payment as described below from the Trust Capital Account of the Trustees subject to the requirements of Article 8.2 and clauses 4.02(c)(i) and (ii) of the Agreement, namely:

Amount: Cdn. \$ \_\_\_\_\_

Name of Solicitor : \_\_\_\_\_

Method of Payment: \_\_\_\_\_

Description of Land: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

AND FOR SO DOING this shall be your good, sufficient and irrevocable authority.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_

**The Trustees**

Per: \_\_\_\_\_  
Trustee

Per: \_\_\_\_\_  
Trustee

Per: \_\_\_\_\_  
Trustee

Per: \_\_\_\_\_  
Trustee

Per: \_\_\_\_\_  
Trustee

## APPENDIX "J"

TRUST CAPITAL ACCOUNT ANNUAL INCOME DIRECTION

TO: The Institution

RE: Long Plain First Nation Trust Agreement made \*, 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees", OF THE SECOND PART, (the "Agreement")

---

REFERENCE is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

REFERENCE is further made to Articles 5, 6 and 8.3 of the Agreement and to the Trust Capital Account of the Trustees.

PURSUANT TO ARTICLES 5 AND 6, AS THE CASE MAY BE, AND ARTICLE 8.3, YOU ARE HEREBY AUTHORIZED AND DIRECTED to make the transfer as described below from the Trust Account of the Trustees subject to the requirements of Articles 5 and 6, as the case may be, and Article 8 of the Agreement, namely:

Amount:

Cdn. \$ \_\_\_\_\_

To the Trust Expense Account:

\_\_\_\_\_

To the Trust Development Account:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

AND FOR SO DOING this shall be your good, sufficient and irrevocable authority.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.



## APPENDIX "K"

TRUST CAPITAL ACCOUNT INVESTMENT DIRECTION

TO: The Institution

RE: Long Plain First Nation Trust Agreement made \*, 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees", OF THE SECOND PART, (the "Agreement")

---

REFERENCE is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

REFERENCE is further made to Articles 8.4 and 9 of the Agreement and to the Trust Capital Account of the Trustees.

PURSUANT TO ARTICLES 8.4 AND 9, YOU ARE HEREBY AUTHORIZED AND DIRECTED to make the payment as described below from the Trust Capital Account of the Trustees subject to the requirements of Articles 8.4 and 9 of the Agreement, namely:

Amount: Cdn. \$ \_\_\_\_\_

To or for the Credit of: \_\_\_\_\_

Method of Payment: \_\_\_\_\_

Description of Authorized Investment: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

AND FOR SO DOING this shall be your good, sufficient and

irrevocable authority.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

**The Trustees**

Per: \_\_\_\_\_  
Trustee

Per: \_\_\_\_\_  
Trustee

Per: \_\_\_\_\_  
Trustee

Per: \_\_\_\_\_  
Trustee

Per: \_\_\_\_\_  
Trustee

## APPENDIX "L"

TRUST DEVELOPMENT ACCOUNT DIRECTION

TO: The Institution

RE: Long Plain First Nation Trust Agreement made \*, 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees", OF THE SECOND PART, (the "Agreement")

---

REFERENCE is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

REFERENCE is further made to Article 8.5 of the Agreement and to the Trust Development Account of the Council.

PURSUANT TO ARTICLE 8.5 ARE HEREBY AUTHORIZED AND DIRECTED to make the payment as described below from the Trust Development Account of the Council subject to the requirements of Article 8.5 of the Agreement, namely:

Amount: Cdn. \$ \_\_\_\_\_

To or for the Credit of: \_\_\_\_\_

Method of Payment: \_\_\_\_\_

Description of Permitted \_\_\_\_\_

Purpose: \_\_\_\_\_

\_\_\_\_\_

AND FOR SO DOING this shall be your good, sufficient and irrevocable authority.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

The Council:

\_\_\_\_\_  
Chief

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor



## APPENDIX "M"

TRUST EXPENSE ACCOUNT DIRECTION

TO: The Institution

RE: Long Plain First Nation Trust Agreement made \*, 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees", OF THE SECOND PART, (the "Agreement")

---

REFERENCE is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

REFERENCE is further made to Article 8.6 of the Agreement and to the Trust Expense Account of the Trustees.

PURSUANT TO ARTICLE 8.6, YOU ARE HEREBY AUTHORIZED AND DIRECTED to make the payment as described below from the Trust Expense Account of the Trustees subject to the requirements of Article 8.6 of the Agreement, namely:

Amount: Cdn. \$ \_\_\_\_\_

To or for the Credit of: \_\_\_\_\_

Method of Payment: \_\_\_\_\_

Description of Authorized Expense: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

AND FOR SO DOING this shall be your good, sufficient and

irrevocable authority.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

**The Trustees**

Per: \_\_\_\_\_  
Trustee

Per: \_\_\_\_\_  
Trustee

Per: \_\_\_\_\_  
Trustee

Per: \_\_\_\_\_  
Trustee

Per: \_\_\_\_\_  
Trustee

## APPENDIX "N"

TRUST EXPENSE ACCOUNT INVESTMENT DIRECTION

TO: The Institution

RE: Long Plain First Nation Trust Agreement made \*, 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees", OF THE SECOND PART, (the "Agreement")

---

REFERENCE is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

REFERENCE is further made to Article 8.7 of the Agreement and to the Trust Expense Account of the Trustees.

PURSUANT TO ARTICLE 8.7, YOU ARE HEREBY AUTHORIZED AND DIRECTED to make the payment as described below from the Trust Expense Account of the Trustees subject to the requirements of Article 8.7 of the Agreement, namely:

Amount: Cdn. \$ \_\_\_\_\_

To or for the Credit of: \_\_\_\_\_

Method of Payment: \_\_\_\_\_

Description of Authorized Investment: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

AND FOR SO DOING this shall be your good, sufficient and irrevocable authority.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

**The Trustees**

Per: \_\_\_\_\_  
Trustee

Per: \_\_\_\_\_  
Trustee

Per: \_\_\_\_\_  
Trustee

Per: \_\_\_\_\_  
Trustee

Per: \_\_\_\_\_  
Trustee



## APPENDIX "O"

TRUST CAPITAL ACCOUNT DIRECTION REGARDING SOLICITOR'S FEES

TO: The Institution

RE: Long Plain First Nation Trust Agreement made \*, 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees", OF THE SECOND PART, (the "Agreement")

---

REFERENCE is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

REFERENCE is further made to Article 8.8 of the Agreement and to the Trust Capital Account of the Trustees.

PURSUANT TO ARTICLE 8.8, YOU ARE HEREBY AUTHORIZED AND DIRECTED to make the payment as described below from the Trust Capital Account of the Trustees subject to the requirements of Article 8.8 of the Agreement, namely:

Amount: Cdn. \$ \_\_\_\_\_

To or for the Credit: \_\_\_\_\_

Method of payment: \_\_\_\_\_

AND FOR SO DOING this shall be your good, sufficient and irrevocable authority.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

## APPENDIX "P"

TRUST CAPITAL ACCOUNT ANNUAL INCOME ADVANCE

TO: The Institution

RE: Long Plain First Nation Trust Agreement Made \*, 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees", OF THE SECOND PART, (the "Agreement")

---

REFERENCE is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

REFERENCE is further made to paragraph 8.8(b) of the Agreement and to the Trust Capital Account of the Trustees.

PURSUANT TO Paragraph 8.8(b), YOU ARE HEREBY AUTHORIZED AND DIRECTED to make the transfer as described below from the Trust Capital Account of the Trustees subject to the requirements of paragraph 8.8(b) of the Agreement, namely:

To the Trust Development Account:

Amount: \_\_\_\_\_

To the Trust Expense Account:

Amount: \_\_\_\_\_

Method of Transfer: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

AND FOR SO DOING this shall be your good, sufficient and

irrevocable authority

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

**The Trustees**

Per: \_\_\_\_\_  
Trustee

Per: \_\_\_\_\_  
Trustee

Per: \_\_\_\_\_  
Trustee

Per: \_\_\_\_\_  
Trustee

Per: \_\_\_\_\_  
Trustee

APPENDIX "Q"

TRUSTEES CERTIFICATE

TO: The Institution

RE: Long Plain First Nation Trust Agreement Made \*, 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees", OF THE SECOND PART, (the "Agreement")

---

REFERENCE is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

REFERENCE is further made to Article 8.10 of the Agreement.

PURSUANT TO ARTICLE 8.10 YOU ARE HEREBY ADVISED THAT EFFECTIVE THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_, THE FOLLOWING PEOPLE ARE THE TRUSTEES OF THE LONG PLAIN FIRST NATION TRUST:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Certified by: \_\_\_\_\_  
 Trustee



## APPENDIX "R"

RELEASE DIRECTION

**TO:** The Institution

**RE:** Long Plain First Nation Trust Agreement made \*, 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees", OF THE SECOND PART, (the "Agreement")

---

**REFERENCE** is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

**REFERENCE** is further made to certain Investment Instruments held by the Institution pursuant to the Agreement in respect of purchases made from the Trust Capital Account or the Trust Expense Account of the Trustees and paragraph 10.1(e).

**PURSUANT TO Paragraph 10.1(e), YOU ARE HEREBY AUTHORIZED AND DIRECTED** to release, transfer and deliver the following Investment Instruments as indicated below against receipt from the indicated person of a bank draft or a certified cheque, or upon confirmed receipt by a direct deposit, wire transfer or otherwise to the relevant account, in the amount set forth below:

Description of Investment Instrument: \_\_\_\_\_

Method of Transfer or Delivery: \_\_\_\_\_

Effective Date (if not immediately effective): - \_\_\_\_\_

Amount of Bank Draft, Certified Cheque or Wire Transfer: \_\_\_\_\_

Other Directions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AND FOR SO DOING this shall be your good, sufficient and  
irrevocable authority.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

The Trustees

Per: \_\_\_\_\_  
Trustee

Per: \_\_\_\_\_  
Trustee

Per: \_\_\_\_\_  
Trustee

Per: \_\_\_\_\_  
Trustee

Per: \_\_\_\_\_  
Trustee

## SCHEDULE "B"

## RATIFICATION PROCEDURE

## ARTICLE 1: DEFINITIONS

## 1.1 In this Ratification Procedure:

- a) "Advance Poll" means a poll which is open to permit voting prior to the Voting Day;
- b) "Assistant Deputy Minister" means the Assistant Deputy Minister, Claims and Indian Government, of the Department;
- c) "Ballot" means the instrument by which a Voter casts his vote on the Ballot Question;
- d) "Ballot Question" means the question set out in Appendix "A" to this Ratification Procedure, which is the question upon which the Voters shall cast their Ballots in the Ratification Vote;
- e) "Band List" means the list of persons who are members of the First Nation maintained by the Department pursuant to section 8 of the Indian Act, RSC 1985 c. I-5;
- f) "Council" means the Council of the First Nation, as that term is defined in the Indian Act, RSC 1985, c. I-5;
- g) "Department" means the Department of Indian Affairs and Northern Development;
- h) "Director" means the Director of Lands and Trusts Services, of the Manitoba region of the Department;
- i) "Eligible Member(s)" means a (all) person(s):
  - i) whose name(s) appear(s) on the Band List or does (do) not appear but who has (have) submitted an application to the Department to have his or her (their) name(s) entered on the Band List and such application(s) has (have) been approved;
  - ii) is (are) over the age of 18 years; and
  - iii) has (have) not been found mentally incompetent or otherwise unable to manage his or her (their) own affairs by a court of competent jurisdiction
 as of the Voting Day;
- j) "First Nation" means the Long Plain Indian Band (also known as the Long Plain First Nation);

- k) "List of Voters" means either the preliminary list containing the names of the Voters for the purpose of the Ratification Vote or the revised list of Voters as the context may require;
- l) "Mail In Ballot Package" means the package of materials consisting of those items set out in Article 6.3 to be provided to such Voters as are entitled or request to receive same pursuant to Articles 6.1;
- m) "Minister" means the Minister of Indian Affairs and Northern Development;
- n) "Ordinary Residence" means the place which has always been, or which has been adopted as, the place of habitation or home of a Voter, whereto, when away therefrom, he or she intends to return;
- o) "Poll(s)" means the place(s) at which the Voters vote and includes, where appropriate, any Advance Poll(s);
- p) "Ratification Officer" means the person appointed by the Minister to oversee the conduct of the Ratification Vote and includes, where applicable, any Assistant(s) appointed by the Ratification Officer pursuant to Article 3;
- q) "Ratification Vote" means the vote by the Voters on the Ballot Question;
- r) "Settlement Agreement" means the proposed agreement between Her Majesty the Queen in right of Canada and the First Nation (including all Schedules attached thereto) pursuant to which terms for the settlement of the Treaty Land Entitlement Claim are set out;
- s) "Spoiled Ballot" means a Ballot which:
  - i) in the opinion of the Ratification Officer, cannot be used by a Voter to vote whether owing to a printing error or otherwise; or
  - ii) on which a Voter has incorrectly or improperly cast his or her vote and in exchange for which the Voter is issued a replacement Ballot at the time of voting and prior to such Ballot being deposited into the Ballot box; or
  - iii) in the case of Ballot which has been mailed in by a Voter who has received a Mail In Ballot Package, is rejected by the Ratification Officer pursuant to Article 15.1(d);
- t) "Treaty Land Entitlement Claim" means the claims of the First Nation relating to land entitlement under the Per Capita Provisions of Treaty No. 1 and the revision thereto executed by the Portage Band as described in the Settlement Agreement;



- u) "Trust Agreement" means the proposed agreement between the First Nation and the Trustees named therein pursuant to which terms for the administration and management of the payment by Canada to the First Nation (as provided for in the Settlement Agreement) are set out;
- v) "Voter(s)" means any one (all) of the Eligible Members who appear on the List of Voters; and
- x) "Voting Day" means the date set for the Ratification Vote.

## ARTICLE 2: PRELIMINARY MATTERS

- 2.1 By Band Council Resolution, in the form attached as Appendix "B", the Council shall resolve to:
- a) call the Ratification Vote, to be conducted pursuant to this Ratification Procedure including setting the date, time, and place of the vote;
  - b) set the date, time, and place of all Information Meetings in accordance with Article 5.1; and
  - c) set the date, time, and place of any Advance Polls in accordance with Article 9.1; and
  - d) request the Minister to designate a Ratification Officer and order that the Ratification Vote be taken by secret Ballot.
- 2.2 An original, executed copy of such Band Council Resolution shall be provided to the Minister by the Council at least 35 days before the Voting Day.
- 2.3 Concurrent with the delivery of such Band Council Resolution Council Resolution, the Council shall further:
- a) provide the Minister with a list of the mailing address of each Eligible Member whose ordinary residence is not on the reserve of the First Nation; and
  - b) advise the Minister whether, in the opinion of the Council, it is anticipated that an interpreter will be required at any Information Meetings (and if so, which such meetings) or at the Poll(s) for the purpose of providing translation services to Eligible Members.
- 2.4 In the event the Council is not aware of the mailing address of an Eligible Member whose ordinary residence is not on the reserve of the First Nation, the Council shall provide to the Minister:
- a) the mailing address of the parent(s) of such Eligible Member; or

- b) if the parent(s) of such Eligible Member is (are) unknown or not living or the mailing address of such parent(s) is unknown, the mailing address of a sibling or adult offspring of such Eligible Member; or
- c) if the Council cannot provide a mailing address for a sibling or adult offspring of such Eligible Member, a mailing address where the Council reasonably believes such Eligible Member may be contacted, if any

and shall further advise the Minister that such address is one given in substitution for the mailing address of the such Eligible Member.

- 2.5 In the event the Council is not aware of the mailing address of an Eligible Member whose ordinary residence is not on the reserve of the First Nation and the Council is unable to provide a substitutional address for such Eligible Member as provided for in Article 2.4, the Council shall advise the Minister that the whereabouts of such Eligible Member is unknown.
- 2.6 The Council shall ensure that a sufficient number of copies of the Settlement Agreement (including all Schedules attached thereto) are available for Eligible Members ordinarily resident on the reserve of the First Nation who may request same and shall ensure that each Eligible Member who requests a copy of the Settlement Agreement receives same.

### ARTICLE 3: DESIGNATION AND DUTIES OF RATIFICATION OFFICER

- 3.1 Prior to any posting of the "Notice of Vote" as herein provided, the Minister shall designate a Ratification Officer to oversee the conduct of the Ratification Vote and advise the Council of same.
- 3.2 The Ratification Officer, with the cooperation of the Council, shall:
  - a) prepare the List of Voters from the list of Eligible Members to be provided to the Minister by the Council and make any required revisions to same pursuant to Article 6;
  - b) designate the location of the Poll(s), in consultation with the Council;
  - c) appoint and empower such Assistant(s) as he or she determines appropriate, provided that there shall be at least one Assistant who has been identified by the Council (and which Assistant is hereinafter referred to as "the First Nation Assistant Ratification Officer");
  - d) appoint such Interpreter(s) as the Council has advised may be required to provide translation services for Eligible Members at any Information Meeting or at the Poll(s) and, in



such case the Ratification Officer shall complete and execute and have the Interpreter(s) execute an "Appointment of Interpreter" in the form attached as Appendix "I";

- e) post the Notice of Vote in accordance with Article 4;
- f) ensure the Mail In Ballot Packages provided for in Article 8 are prepared and sent out in accordance with the provisions therein set forth;
- g) attend all Information Sessions, take reasonable efforts to keep minutes of same, and circulate such minutes as provided in Article 5.6;
- h) prepare or cause to be prepared Ballots in accordance with Article 7.1 and ensure there are a sufficient number of same to permit each Voter to vote;
- i) obtain a sufficient number of Ballot boxes;
- j) arrange to provide a polling booth or booths at the Poll(s) where a Voter can mark his or her Ballot free from observation;
- k) arrange to provide at the Poll(s) a sufficient number of lead pencils for marking the Ballots;
- l) ensure that samples of the Ballot Question are posted or available for examination by Voters at the Poll(s);
- m) conduct any Advance Polls in accordance with Article 9;
- n) subject to Article 17.3, ensure that a Commissioner for Taking Oaths, Notary Public or Magistrate or Justice of the Peace in and for the Province of Manitoba will be available when and as required at any Advance Poll and on the Voting Day;
- o) conduct the Ratification Vote in accordance with this Ratification Procedure or as amended pursuant to Article 17.1; and
- p) respond to any objections to the conduct of the Ratification Vote as may be filed with the Assistant Deputy Minister, in accordance with Article 18.4.

3.3 Where the Ratification Officer determines it appropriate to appoint (an) Assistant(s), the Ratification Officer and such Assistant(s) as appointed shall complete and execute an "Appointment of Assistant" in the form attached as Appendix "J".

3.4 The Ratification Officer may delegate to the Assistant(s) such of his or her duties under this Ratification Procedure as he or she determines appropriate or necessary.

**ARTICLE 4: NOTICE OF VOTE**

- 4.1 The Ratification Officer shall post a copy of the Notice of Vote at least 28 days prior to Voting Day and at least 13 days prior to the first Advance Poll (if any) in such places as he or she determines (in consultation with the Council) will provide the maximum exposure of same to the Voters but, in any event, a copy of the Notice of Vote shall be posted in a prominent location in the First Nation's Administrative Offices.
- 4.2 The Notice of Vote shall be in the form set out in Appendix "C".
- 4.3 The following shall be attached to the "Notice of Vote":
- a) a copy of the Settlement Agreement with all Schedules attached (including, without limitation, the Trust Agreement and this Ratification Procedure); and
  - b) a copy of the List of Voters.

**ARTICLE 5: INFORMATION MEETINGS**

- 5.1 Information Meetings shall be held at such time and place as the Council determines, provided that:
- a) at least one Information Meeting must be held;
  - b) the date, time, and place of all Information Meetings must be stated in the Notice of Vote; and
  - c) no Information Meeting shall be held earlier than 13 days prior to the Voting Day or later than two days prior to the Voting Day.
- 5.2 The purpose of each Information Meeting is to provide an opportunity for the Council, the First Nation's legal counsel, financial advisor and any other persons as requested by the Council to explain the Treaty Land Entitlement Claim and its proposed settlement as set out in the Settlement Agreement and the Trust Agreement to all Eligible Members in attendance, with a view to ensuring that they are fully informed prior to casting their votes on the Ballot Question in the Ratification Vote.
- 5.3 Each Information Meeting shall be open to all Eligible Members to attend and shall be attended by a quorum of the Council, the Ratification Officer, and any Interpreter(s) as may be required.
- 5.4 The Interpreter(s) shall be the means of communicating the information disseminated at the Information Meeting to those Eligible Members who require translation services.



- 5.6 The Ratification Officer shall make reasonable efforts to:
- a) keep or cause to be kept minutes of each Information Meeting, including questions asked and answers given; and
  - b) provide a copy of the minutes so kept to the Council and to the Director no more than 14 days after the Voting Day.

#### ARTICLE 6: REVISIONS TO THE LIST OF VOTERS

- 6.1 Any Eligible Member may apply to the Ratification Officer at least 14 days prior to the Voting Day to have the List of Voters revised if such Eligible Member believes that:
- a) the name of a Voter has been omitted from the List of Voters; or
  - b) the name of a Voter is incorrectly set out or should not be included on the List of Voters.
- 6.2 An Eligible Member may, up to and including the Voting Day, apply to the Ratification Officer to have his or her name added to the List of Voters if that Eligible Member can:
- a) produce adequate and current identification;
  - b) provide adequate proof of age;
  - c) provide evidence that he or she is on the Band List or has submitted an application to the Department to have his or her name entered on the Band List and such application has been approved; and
  - d) if required, obtain corroborating testimony from another Voter who is willing to make oath in the form of an Declaration as to the identity of the applicant.
- 6.3 Where the Ratification Officer is satisfied that a revision is necessary to the List of Voters, he or she shall make the revision and such revision shall be final.
- 6.4 Where the Ratification Officer revises the List of Voters such that the name of a person who appears on such list is removed therefrom, the Ratification Officer shall draw a line through the name of such person where same appears on the List of Voters and make a notation that such person's name has been removed.

**ARTICLE 7:       BALLOTS**

7.1 The Ballots to be used in the Ratification Vote shall:

- a) be printed on paper of a quality, weight, and size determined and supplied by the Ratification Officer;
- b) be of similar description, one to another;
- c) contain a stub on the top edge which shall be one half inch in width, with a perforation lying immediately beneath such stub so as to separate the stub from the rest of the Ballot;
- d) be consecutively numbered on the back of each Ballot;
- e) contain the Ballot Question in the area beneath the stub; and
- f) contain a statement immediately beneath the Ballot Question instructing the Voter to mark his or her Ballot with a cross (an "X") in the box beneath the word "Yes" or "No" as he or she considers appropriate.

**ARTICLE 8:       MAIL IN BALLOTS**

8.1 At least 21 days prior to the Voting Day, the Ratification Officer shall send or cause to be sent by registered mail, with a request for confirmation of receipt, a Mail In Ballot Package to each Voter who does not have his or her ordinary residence on the First Nation's reserve other than those Voters whose whereabouts the Council has advised the Minister are unknown.

8.2 In addition, any Voter who has his or her ordinary residence on the First Nation's reserve but informs the Ratification Officer at least two days prior to the Voting Day that, due to a planned absence or for medical reasons, he or she will not be available to vote in person at any Advance Poll or on the Voting Day shall be entitled to request a Mail In Ballot Package, and upon such request being made, the Ratification Officer shall:

- a) satisfied himself or herself that such Voter has not already voted in person at any Advance Poll; and
- b) thereafter either:
  - i) deliver a Mail In Ballot Package by hand to such Voter and obtain a signed receipt therefor; or
  - ii) provided the request is made at least seven days before the Voting Day, send or cause to be sent by registered mail, with a request for confirmation of receipt, a Mail In Ballot Package to such Voter at such address as the Voter may advise the Ratification Officer at the time the request is made.



8.3 The Ratification Vote shall be held notwithstanding and may not be impinged on the grounds that:

- a) the Ratification Officer having sent or causing to be sent the Mail In Ballot Package to a Voter who is entitled to receive same under Article 8.1 at the address given for such Voter on the list of Eligible Members provided by the Council under Article 2.3(a) or to a Voter who requested same under Article 8.2 at such address as the Voter provided to him or her::
  - i) such Voter does not receive the Mail In Ballot Package sent to him or her;
  - ii) no confirmation of receipt is received confirming such Voter received the Mail In Ballot Package sent to him or her; or
  - iii) no Ballot is received from such Voter; or
- b) the Ratification Officer having delivered by hand a Mail In Ballot Package to a Voter who requested same under Article 8.2, no Ballot is received from such Voter; or
- c) a Voter who does not have his or her ordinary residence on the First Nation's reserve is not sent a Mail In Ballot Package as the Council has advised the Minister that his or her whereabouts is unknown as provided for under Article 2.5.

8.4 The Mail In Ballot Package shall consist of:

- a) a letter from the Council providing such information as the Council determines appropriate and relating to the Treaty Land Entitlement Claim and its proposed settlement as set out in the Settlement Agreement and the Trust Agreement with a view to ensuring that the Voters receiving Mail In Ballot Packages are fully informed;
- b) a copy of the Notice of Vote, including all attachments thereto;
- c) a letter of instruction from the Ratification Officer explaining the procedure for casting a Ballot by mail;
- d) a Ballot, with the initials of the Ratification Officer affixed;
- e) a Ballot envelope in which the Ballot may be enclosed after use by the Voter; and
- f) a pre-addressed return envelope with postage prepaid in which the Ballot may be returned by the Voter to the Ratification Officer.

- 8.5 The Ratification Officer shall record the number of the Ballot beside the name of the each Voter to whom a Mail In Ballot Package is sent or provided on the List of Voters.
- 8.6 Notwithstanding a Voter has been sent or provided a Mail In Ballot Package, that Voter may vote in person at any Advance Poll or on the Voting Day.
- 8.7 In the event such a Voter attends at a Poll and:
- a) desires to vote in person, the Ratification Officer shall proceed in the manner set out in Article 11.3; and
  - b) votes in person and subsequently mails in the Ballot provided to him or her in the Mail In Ballot Package, the Ratification Officer shall proceed in the manner set out in Article 15.1(d).

#### ARTICLE 9: ADVANCE POLLS

- 9.1 An Advance Poll may be held at such time and place as the Council determines provided that no Advance Poll shall be held:
- a) unless the time, date, and place of such Advance Poll is set out in the Notice of Vote;
  - b) earlier than 13 days after the Notice of Vote is posted;
  - c) in the same place and before or at the same time as an Information Meeting is being conducted, provided that an Advance Poll may be held:
    - i) before or at the same time as an Information Meeting but in a place so distant from the place where the Information Meeting is being held that it is unlikely a Voter would be faced with a conflicting choice of attending the Information Meeting or voting at the Advance Poll; or
    - ii) in the same place as an Information Meeting but following the conclusion thereof; or
  - c) later than two days prior to the Voting Day.
- 9.2 Subject to Articles 9.3, 9.4, and 9.5, every Advance Poll shall be conducted in the same manner as the Ratification Vote is conducted on the Voting Day.



9.3 Voting hours for every Advance Poll shall be:

a) determined by the Council; and

b) set out in the Notice of Vote

but, in any event, shall not be:

c) less than two consecutive hours in duration; or

d) held between the hours of 12 p.m. and 8 a.m.

9.4 Immediately after the close of every Advance Poll, the Ratification Officer, in front of those persons who may be present, shall seal the Ballot box(es) in such a manner that no further Ballots may be deposited therein or that none of the Ballots contained within the Ballot box(es) may be removed.

9.5 The Ballot box(es) used in any Advance Poll shall not be opened until the Poll(s) are closed on the Voting Day.

#### ARTICLE 10: VOTING HOURS

10.1 The Poll(s) shall be kept open from 9:00 a.m. until 8:00 p.m. on the Voting Day.

#### ARTICLE 11: VOTING PROCEDURES

11.1 The Ratification Officer shall, immediately before the time of commencement of the Ratification Vote:

a) open the Ballot box(es) and ask any person(s) who may be present to witness that the Ballot box(es) is (are) empty;

b) lock and properly seal the Ballot box(es);

c) place the Ballot box(es) in view for the reception of the Ballots;

d) prepare a "Declaration of Ratification Officer" and make oath in the form attached as Appendix "D"; and

e) ensure that a "Declaration of Witness" is prepared and that at least one of the persons confirming that the Ballot box(es) was (were) empty makes oath in the form attached as Appendix "E".

11.2 Subject to Article 11.3, during the hours the Poll(s) is (are) open, the Ratification Officer, shall ensure that a person presenting himself or herself for the purpose of voting:

- a) is a Voter; and
- b) is not a Voter who has previously voted, either at an Advance Poll or on the Voting Day

and, except as provided in Article 11.3, shall thereafter:

- c) provide the Voter with a Ballot;
- d) affix his or her initials to the back of the Ballot in a manner so that when the Ballot is folded the initials can be seen without unfolding the Ballot;
- e) place on the List of Voters a line through the name of the Voter; and
- f) explain the method of voting to the Voter when requested to do so by such Voter.

11.3 In the event a person presenting himself or herself for the purpose of voting is someone who was sent a Mail In Ballot Package, the Ratification Officer shall:

- a) ensure that such person:
  - i) is not someone whose name was removed from the List of Voters after the Mail In Ballot Packages was sent out or provided as a result of a revision to the List of Voters under Article 6; and
  - ii) is not a Voter who has previously voted, either at an Advance Poll or on the Voting Day;
- b) thereafter determine if such Voter has in his or her possession the Ballot which was sent or provided to him or her in the Mail In Ballot Package;
- c) in the event the Voter does have such Ballot in his or her possession:
  - i) satisfy himself or herself that such Ballot:
    - A. is the Ballot provided to that Voter;
    - B. has not been marked in any way; and
    - C. still has the stub attached; and
  - ii) thereafter instruct the Voter that he or she is to utilise the Ballot in his or her possession for the purpose of casting his or her vote; or

d) in the event:

- i) the Voter does not have such Ballot in his or her possession; or
- ii) the Voter does have such Ballot in his or her possession but all of the provisions of sub-articles (c) (i) (A) through (C) inclusive are not satisfied

proceed in the manner set out in Articles 11.2 (c) through (f) inclusive.

11.4 If requested by a Voter who is:

- a) not able to read;
- b) incapacitated by blindness or other physical cause; or
- c) requires translation service

the Ratification Officer shall:

- d) assist that Voter by marking his or her Ballot in the manner directed by the Voter or request the Interpreter to assist that Voter by marking his or her Ballot in the manner directed by that Voter, as the case may require
- e) thereafter immediately fold and place that Voters's Ballot into the Ballot box;
- f) make an entry on the List of Voters opposite the name of the Voter to indicate that the Ballot was marked by the Ratification Officer or the Interpreter at the request of the Voter; and
- g) indicate the reason for the Voter's request for assistance.

11.5 Except as provided in Article 11.4, every Voter receiving a Ballot shall without undue delay:

- a) proceed immediately to a polling booth provided for marking his or her Ballot;
- b) mark his or her Ballot in the manner provided for in Article 11.6;
- c) fold his or her Ballot so as to conceal his or her mark on the face of the paper and so as to expose the Ratification Officer's initials on the back of the Ballot; and
- d) immediately give his or her folded Ballot to the Ratification Officer who without unfolding it shall tear off the stub and deposit the Ballot into the Ballot box after verifying his or her initials.



11.6 Notwithstanding Article 7.1(f), a Ballot marked in any of the manners set out below shall be counted as being validly marked:

- a) a cross (an "X") in the box beneath the word "YES" or the word "NO";
- b) a checkmark in the box beneath the word "YES" or the word "NO";
- c) a cross (an "X") or a checkmark immediately adjacent to the word "YES" or the word "NO" or one of the boxes beneath the words "YES" and "NO", provided such mark is positioned in such a manner as to clearly show the intent of the Voter;
- d) the printed or written word "YES" in the box beneath the word "YES" or the printed or written word "NO" in the box beneath the word "NO"; or
- e) circling or otherwise enclosing the word "YES" or the word "NO", provided the intent of the Voter is clearly shown.

#### ARTICLE 12: SPOILED BALLOTS

12.1 A Voter who receives a Spoiled Ballot or who accidentally spoils his or her Ballot when marking it, shall, upon returning that Ballot to the Ratification Officer, be entitled to receive another Ballot.

12.2 A Voter who has received a Ballot and who:

- a) leaves the polling booth without delivering his or her Ballot to the Ratification Officer in the manner described in Article 11.5; or
- b) refuses to vote

shall forfeit his or her right to cast a vote in the Ratification Vote, and the Ratification Officer shall make an entry on the List of Voters opposite the name of that Voter stating that the Voter did not return his or her Ballot or refused to vote.

#### ARTICLE 13: ORDERLY VOTING

13.1 The Ratification Officer shall allow only one Voter at any one time into the polling booth for marking his or her Ballot.

13.2 No person shall:

- a) interfere or attempt to interfere with a Voter when he or she is marking his or her Ballot; or
- b) obtain, or attempt to obtain, information as to how a Voter is about to vote or has voted at the Poll(s).



- 13.4 The Council with the assistance of the Ratification Officer shall ensure that peace and good order are maintained at the Poll(s).

**ARTICLE 14: CLOSING OF THE POLLS**

- 14.1 At the time set for closing the Poll(s), the Ratification Officer shall declare the Poll(s) closed and thereafter, entry to the Poll(s) shall be denied and the location shall be secured or locked, as the case may be.

- 14.2 Notwithstanding Article 14.1, a Voter who is inside a Poll at the time fixed for closing the Poll(s) and who has not cast a vote shall be entitled to vote before the Poll is closed.

**ARTICLE 15: PROCESSING MAIL IN BALLOTS**

- 15.1 Immediately after the closing of the Poll(s), the Ratification Officer, in the presence of at least two Council members and any Voters who may be present, shall:

- a) open envelopes in which those Voters who were sent Mail In Ballot Packages have returned their Ballots;
- b) without unfolding the Ballot or in any other way disclosing the manner in which such Ballot has been marked:
  - i) ascertain by examination of the initials appearing on the Ballot and the number on the stub that it appears to be the same Ballot that was mailed to a Voter; and
  - ii) examine the List of Voters to determine if such Voter:
    - A. is someone whose name was removed from the List of Voters after the Mail In Ballot Packages was sent out or provided as a result of a revision to the List of Voters under Article 6; or
    - B. voted in person at any Advance Poll or on the Voting Day;
- c) in the event the Ratification Officer is satisfied the Ballot appears to be the same Ballot that was provided to the Voter and the Voter is not someone to whom sub-articles (b)(i)(A) or (B) applies:
  - i) tear off the stub from the Ballot;
  - ii) deposit the Ballot in the Ballot box;

- iii) draw a line through the name on the List of Voters to which the number on the stub relates; and
- iv) destroy the stub; or
- d) in the event the Ratification Officer:
  - i) cannot determine that the Ballot is the same Ballot that was provided to the Voter;
  - ii) notes that the stub has been removed from the Ballot; or
  - iii) determines the Voter is someone whose name was removed from the List of Voters after the Mail In Ballot Packages was sent out or provided as a result of a revision to the List of Voters under Article 6; or
  - iv) determines that the Voter voted in person at any Advance Poll or on the Voting Day,

return the Ballot to the envelope in which it was mailed and endorse the words "Spoiled Ballot" on the outside of the envelope.

#### ARTICLE 16: CERTIFICATION OF RESULTS OF VOTING

16.1 Immediately after the close of the Poll(s), the Ratification Officer in the presence of at least two members of the Council and any Voters who may be present, shall:

- a) examine all Ballots contained in the Ballot box(es);
- b) reject all Ballots that:
  - i) have not been supplied by him or her, or that do not bear his or her initials;
  - ii) have not been marked in the manner provided for in Article 11.6 as either "YES" or "NO";
  - iii) have been marked as both "YES" and "NO"; or
  - iv) upon which there is any writing or mark by which a Voter can be identified;
- c) count the votes given both for and against the Ballot Question and the number of rejected Ballots pursuant to sub-article (b); and
- d) count the number of Spoiled Ballots which were received on the Voting Day.

16.2 When the results of the Ratification Vote have been determined by the Ratification Officer, he or she shall:

- a) immediately prepare a "Statement of Ratification Vote Results" in the form attached as Appendix "F" indicating therein:
  - i) the number of Voters who were entitled to vote;
  - ii) the number of votes cast;
  - iii) the number of votes cast for the Ballot Question;
  - iv) the number of votes cast against the Ballot Question;
  - v) the number of Ballots rejected pursuant to Article 16.1(b); and
  - vi) the number of Spoiled Ballots;
- b) prepare a "Certification of Ratification Vote" and make oath in the form attached as Appendix "G";
- c) ensure that a "Certification of Ratification Vote" is prepared and that a member of Council make oath in the form attached as Appendix "H"; and
- d) immediately deliver a copy of the "Statement of Ratification Vote Results" to the Council and the Director.

16.3 The Ratification Officer shall separately seal in envelopes:

- a) the Ballots used in the Ratification Vote; and
- b) any Spoiled Ballots;

and shall affix his signature to the seal and deliver the envelope(s) to the Director.

16.4 The Director shall retain the material provided to him or her by the Ratification Officer under Article 16.3 for 60 days, after which time, and no legal proceeding concerning the Ratification Vote having been initiated or commenced, he or she may, in the presence of at least two witnesses, destroy the Ballots.

## ARTICLE 17: PROCEDURAL AMENDMENTS

17.1 In the event circumstances are such as to suggest discretion should be exercised in the implementation of this Ratification Procedure, the Ratification Officer and the First Nation Assistant Ratification Officer may agree on a departure from the procedural requirements herein set out, where such departure will not result in an substantive change and where it is determined necessary.



17.2 In such case, the Ratification Officer shall cause to be recorded a report setting out:

- a) the circumstances which gave rise to the need to amend this Ratification Procedure;
- b) the amendment which was made thereto;
- c) the reasons such amendment was considered necessary; and
- d) confirming the First Nation Assistant Ratification Officer consented to the amendment

and a copy of such report shall be provided by the Ratification Officer to the Director and the Council within 15 days of the date set for the Ratification Vote.

17.3 In the event the Ratification Officer is unable to arrange for a Commissioner for Taking Oaths, Notary Public, Magistrate or Justice of the Peace in and for the Province of Manitoba to be available when and as required at any Advance Poll or on the Voting Day, any declarations otherwise required by this Ratification Procedure to be completed at an Advance Poll or on the Voting Day maybe be completed and executed not later than 3 days after the Voting Day.

#### ARTICLE 18: OBJECTIONS

18.1 Any Voter who voted and has reasonable grounds for believing that:

- a) there was a violation of this Ratification Procedure that may affect the results of the Ratification Vote; or
- b) there was corrupt practice in connection with the Ratification Vote;

may, not later than seven days from the Voting Day, file an objection by forwarding by registered mail to the Assistant Deputy Minister at the address set out in Article 18.2:

- c) notice of his or her objection; and
- d) a statutory declaration containing the grounds for the objection and particulars thereof.

18.2 An objection filed pursuant to Article 18.1 shall be sent addressed as follows:

Assistant Deputy Minister (Claims and Indian Government)  
Department of Indian Affairs and Northern Development  
11 Wellington Street  
Hull, Quebec, K1A 0H4



- 18.3 Where an objection is filed pursuant to Article 18.1, the Assistant Deputy Minister shall not later than 21 days from the receipt thereof forward a copy of the objection by registered mail to the Ratification Officer.
- 18.4 The Ratification Officer shall, not later than 11 days from the receipt of the objection, forward to the Assistant Deputy Minister by registered mail a statutory declaration containing an answer to the particulars stated in the appeal.
- 18.5 The Assistant Deputy Minister shall not later than two days from the receipt of the response from the Ratification Officer, forward to the Minister the material filed by the Voter referred to in Article 18.1 and the response of the Ratification Officer.
- 18.6 The Minister may, if the material sent pursuant to this Article is not sufficient to decide the validity of the grounds of the objection, conduct such further investigations as the Minister deems necessary.
- 18.7 The Minister may dispose of an objection by:
- a) allowing it, in which case the Minister shall call another Ratification Vote; or
  - b) dismissing it, where the Minister is of the opinion that the grounds of the objection:
    - i) are not established; or
    - ii) do not affect the results of the Ratification Vote.
- 18.8 In the event the Minister allows an objection and calls another Ratification Vote, such Ratification Vote shall be held in accordance with this Ratification Procedure, unless the Minister otherwise orders.

#### ARTICLE 19: MINIMUM REQUIREMENTS

- 19.1 In order for it to be determined the question asked on the Ballot Question has been answered in the affirmative,:
- a) a majority of the Voters must vote; and
  - b) of those voting, a majority must cast an affirmative response to the Ballot Question.
- 19.2 In the event a majority of Voters do not vote, a second Ratification Vote shall be held not later than 60 days after the Voting Day and these Ratification Procedures shall apply mutatis mutandis to such second vote, provided that:

- a) no Band Council Resolution as referred to in Article 2 shall be required; and
- b) in order for it to be determined the question asked on the Ballot Question has been answered in the affirmative, a majority of those Voters voting must cast an affirmative response to the Ballot Question.

**ARTICLE 20: CALCULATION OF TIME**

20.1 Where in this Ratification Procedure there is a reference to a number of days between an event and the Voting Day (or an Advance Poll), the number of days shall in all cases be counted including the day on which the event is to occur but excluding the Voting Day (or Advance Poll).

**ARTICLE 21: APPENDICES**

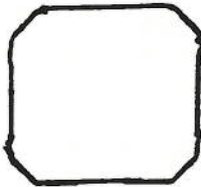
21.1 The following Appendices form part of these Ratification Procedures:

- "A" Ballot Question
- "B" Band Council Resolution
- "C" Notice of Vote
- "D" Declaration of Ratification Officer
- "E" Declaration of Witness
- "F" Statement of Ratification Vote Results
- "G" Certificate of Ratification Vote by Ratification Officer
- "H" Certificate of Ratification Vote by Councillor
- "I" Appointment of Interpreter
- "J" Appointment of Assistant

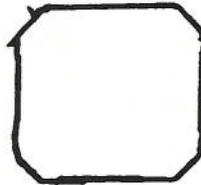
**APPENDIX "A"**  
**BALLOT QUESTION**

As a Voter of the Long Plain Indian Band do you agree with the terms and conditions of and do you authorize and direct the Council to sign the proposed Settlement Agreement between Her Majesty the Queen in Right of Canada and the Long Plain Indian Band for the settlement of the Treaty Land Entitlement Claim (as therein described) and the proposed Trust Agreement between the Long Plain Indian Band and the Trustees for the administration and management of the payment by Canada to the Long Plain Indian Band (as provided for in the Settlement Agreement)?

**YES**



**NO**



Mark this Ballot by placing a Cross (an "X") in the box under the word "YES" or "NO" as you consider appropriate.

**APPENDIX "B"**  
**BAND COUNCIL RESOLUTION**

Pursuant to the consent of a majority of the Council of the Long Plain Indian Band ("the Council") present at a duly convened meeting held on the \_\_\_\_ day of \_\_\_\_\_, 1994, THE COUNCIL RESOLVES AS FOLLOWS:

1. BE IT RESOLVED THAT the Council does hereby recommend to the members of the Long Plain Indian Band the acceptance of the proposed agreement between Her Majesty the Queen in right of Canada and the Long Plain Indian Band ("the Band"), including all Schedules attached thereto, pursuant to which terms for the settlement of a Treaty Land Entitlement Claim (as described therein) are set out ("the Settlement Agreement").
2. BE IT RESOLVED THAT the Council does hereby further recommend to the members of the Long Plain Indian Band the acceptance of a proposed agreement between the Band and the Trustees named therein pursuant to which terms for the administration and management of the payment by Canada to the Band (as provided for in the Settlement Agreement) are set out (the "Trust Agreement").
3. BE IT RESOLVED THAT the Council does hereby call a Ratification Vote to determine whether a majority of the Eligible Members of the Band (as defined in the Ratification Procedure) are in favour of approving the Settlement Agreement and the Trust Agreement, which vote shall be conducted pursuant to the Ratification Procedure attached as Schedule "C" to the Settlement Agreement.
4. BE IT RESOLVED THAT the Council, by copy of this resolution to the Minister of Indian Affairs and Northern Development ("the Minister"), does hereby request that the Minister order that the Ratification Vote be conducted by means of a secret Ballot, and also that the Minister designate a Ratification Officer for the purpose of conducting the Ratification Vote.
5. BE IT RESOLVED THAT the Vote of the Long Plain Indian Band shall be held at Long Plain Indian Reserve No. 22 in the Province of Manitoba on AAAA, and that the polls shall be open from 9:00 a.m. until 8:00 p.m. on that date and, further that Advance Polls be held at the times, places, and on the dates set out below:

DATETIMELOCATION



6. BE IT RESOLVED THAT the Council does hereby approve of:
- a) the Ratification Procedures;
  - b) the Ballot Question for the Ratification Vote in the form as set out in Appendix "A" to the Ratification Procedures; and
  - c) the Notice of Vote in the form set out in Appendix "C" to the Ratification Procedures.
7. BE IT RESOLVED THAT Information Meetings be held for the purpose of providing an opportunity for the Council, the Band's legal counsel, financial advisor and any other persons as requested by the Council to explain the Treaty Land Entitlement Claim and its proposed settlement as set out in the Settlement Agreement and the Trust Agreement to all Eligible Members in attendance, with a view to ensuring that they are fully informed prior to casting their votes on the Ballot Question in the Ratification Vote at the following dates, times, and places:

<u>DATE</u>	<u>TIME</u>	<u>LOCATION</u>
-------------	-------------	-----------------

8. BE IT RESOLVED THAT the Council of the Band shall provide the Minister with:
- a) an original, executed copy of this Resolution; and
  - b) a list of the mailing address of each Eligible Member whose ordinary residence is not on the reserve or such substitutional address as may be available (or where no such address is available, a notation indicating that the whereabouts of such Eligible Member is unknown)
10. BE IT RESOLVED THAT, in the Council's opinion, it is anticipated that an interpreter will (not) be required at any Information Meetings (and if so, at those meetings indicated with an asterisk in paragraph 7 above) any Advance Polls (and, if so, at the Advance Polls indicated with an asterisk in paragraph 5) and at the Poll(s) on the Voting Day for the purpose of providing translation services to Eligible Members.

\_\_\_\_\_  
Chief

\_\_\_\_\_  
Councillor

---

Councillor

---

Councillor

---

Councillor

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

APPENDIX "C"  
NOTICE OF VOTE

RATIFICATION

TO: THE MEMBERS OF THE LONG PLAIN INDIAN BAND  
-----

NOTICE OF VOTE

TAKE NOTICE that a vote of the Eligible Members (as hereinafter described) of the Long Plain Indian Band will be held on AAAA at ----- on Long Plain Indian Reserve No. ZZ between the hours of 9:00 a.m. and 8:00 p.m. for the purpose of determining if the Eligible Members approve and assent to:

- a proposed agreement between Her Majesty the Queen in Right of Canada and the Long Plain Indian Band (including all Schedules attached thereto) pursuant to which terms for the settlement of a Treaty Land Entitlement Claim (as therein described) are set out (the "Settlement Agreement"); and
- a further proposed agreement between the Long Plain Indian Band and the Trustees named therein pursuant to which terms for the administration and management of the payment by Canada to the Band, as provided for in the Settlement Agreement are set out (the "Trust Agreement").

A copy of the Settlement Agreement is attached to this Notice of Vote and marked "A". The Trust Agreement forms a schedule to the Settlement Agreement and is marked "Schedule 'A'"

YOU ARE ENTITLED TO ASK FOR AND RECEIVE A COPY OF THE SETTLEMENT AGREEMENT (AND ALL SCHEDULES WHICH FORM PART OF THAT AGREEMENT) IF YOU WISH. SUCH REQUESTS SHOULD BE DIRECTED TO THE CHIEF AND COUNCIL OF THE LONG PLAIN INDIAN BAND.

VOTING PROCEDURE

The Eligible Members will be asked to vote on the following question:

As a Voter of the Long Plain Indian Band do you agree with the terms and conditions of and do you authorize and direct the Council to sign the proposed Settlement Agreement between Her Majesty the Queen in Right of Canada and the Long Plain Indian Band for the settlement of the Treaty Land Entitlement Claim (as therein described) and the proposed Trust Agreement between the Long Plain Indian Band and the Trustees for the administration and management of the payment by Canada to the Long Plain Indian Band (as provided for in the Settlement Agreement)?

The Vote will be conducted in accordance with certain Ratification Procedures which also form a schedule to the Settlement Agreement and are marked "Schedule 'B'".

ELIGIBLE MEMBERS

All members of the Long Plain Indian Band who:

- appear on the Band List maintained by the Department of Indian Affairs and Northern Development;
- are over the age of 18 years; and
- have not been found mentally incompetent or otherwise unable to manage their own affairs by a court of competent jurisdiction

as of AAAA are eligible to vote.

Attached to this Notice of Vote and marked "B" is a List of Voters which has been prepared from information supplied by the Council of the Long Plain Indian Band. The List of Voters should contain the names of all Eligible Members. In addition to the criteria set out above, the name of an Eligible Member must appear on the List of Voters for that Eligible Member to be entitled to vote.



An Eligible Member may, up to and including the Voting Day, apply to the Ratification Officer to have his or her name added to the List of Voters if it does not appear, provided that person can:

- produce adequate and current identification;
- provide adequate proof of age;
- provide evidence that he or she is on the Band List maintained by the Department of Indian Affairs and Northern Development or has submitted an application to that Department to have his or her name entered on the Band List and such application has been approved; and
- if required, obtain corroborating testimony from another Eligible Member who is willing to make oath in the form of an Declaration as to the identity of that person.

Any Eligible Member may apply to the Ratification Officer by no later than -----, 1994 to have the List of Voters revised if such he or she believes that:

- the name of an Eligible Member has been omitted from the List of Voters; or
- the name of an Eligible Member is incorrectly set out or should not be included on the List of Voters.

#### MAIL IN BALLOTS AND ADVANCE POLLS

Eligible Members whose ordinary residence is off the reserve need not be in attendance at Long Plain Indian Reserve No. 22 on AAAA in order to cast their vote. Such Eligible Members will be sent a package by registered mail to their last address known to the Council (or to a specified substitutional address, if their mailing address is not known) which will permit them to mail in their vote. Such persons will not be sent such a package if their whereabouts are not known and if no substitutional address is known. Such persons will have to vote in person.

In addition, Eligible Members whose ordinary residence is on the reserve but who, due to a planned absence or for medical reasons will not be available to Vote in person on AAAA may cast their vote by mail provided they make such a request to the Ratification Officer no later than -----, 1994.

Alternatively, any Eligible Member may vote at an Advance Poll if they so chose. Advance Polls will be open at the following locations and on the dates and at the times indicated:

DATE

TIME

LOCATION

INFORMATION MEETINGS

Information Meetings for purposes of providing an opportunity for the Band Council, the Band's legal counsel, financial advisor and any other persons as requested by the Council to explain the Treaty Land Entitlement Claim and its proposed Settlement as set out in the Settlement Agreement and the Trust Agreement to all Eligible Members in attendance, with a view to ensuring that they are fully informed prior to casting their votes on the Ballot Question in the Ratification Vote at the following dates, times, and places:

<u>DATE</u>	<u>TIME</u>	<u>LOCATION</u>
-------------	-------------	-----------------

QUESTIONS

Any questions concerning the Settlement Agreement or the Trust Agreement should be directed to the Chief and Council of the Long Plain Indian Band.

Any questions concerning the manner in which the vote is to be conducted, including requests for revisions to the List of Voters and requests for Mail In Ballots, should be directed to the Ratification Officer.

RATIFICATION OFFICER

The Ratification Officer is ----- and may be reached by calling (204) 983----- (collect calls will be accepted)

ATTACHMENTS

The following are attached to this Notice of Vote:

- "A" Settlement Agreement (including all Schedules attached thereto)
- "B" List of Voters

IN THE EVENT OF ANY DISCREPANCIES BETWEEN THE INFORMATION CONTAINED IN THIS NOTICE OF VOTE AND THE RATIFICATION PROCEDURES, THE RATIFICATION PROCEDURES SHALL GOVERN.

DATED at Winnipeg, Manitoba this                      day of                      , 1994

\_\_\_\_\_  
Ratification Officer



**APPENDIX "D"**  
**DECLARATION OF RATIFICATION OFFICER**

C A N A D A                   )  
                                   )  
 PROVINCE OF MANITOBA)  
                                   )  
 TO WIT:                        )

I, \_\_\_\_\_, (Assistant)  
 Ratification Officer, of \_\_\_\_\_ in the Province of  
 Manitoba, DO SOLEMNLY DECLARE:

1.        THAT I was personally present at Long Plain Indian Reserve  
              No. ZZ on AAAA (at \_\_\_\_\_ on \_\_\_\_\_) when members of  
              the Long Plain Indian Band voted in a Ratification Vote  
              concerning a proposed settlement agreement and a proposed  
              trust agreement.
  
2.        THAT immediately before the opening of the poll on such  
              date, I opened the Ballot box to be used in connection with  
              the Ratification Vote.
  
3.        THAT the said Ballot box was seen by me to be empty and I  
              called upon persons who were present to witness that the  
              Ballot box was empty.
  
4.        THAT I then locked and properly sealed the Ballot box and  
              placed it in view for the reception of Ballot papers.

AND I make this solemn declaration conscientiously and believing it to  
 be true and knowing it is of the same force and effect as if made  
 under oath and by virtue of the Canada Evidence Act.

DECLARED BEFORE me at the \_\_\_\_\_ of       )  
                                   \_\_\_\_\_, in the Province of)  
 Manitoba, this. \_\_\_\_\_ day                        )  
 of \_\_\_\_\_, 1994.                                        )  
   )  
   )

A Commissioner for Oaths in and for the  
 Province of Manitoba.  
 My Commission expires \_\_\_\_\_

**APPENDIX "E"**  
**DECLARATION OF WITNESS**

C A N A D A                    )  
                                  )  
PROVINCE OF MANITOBA) )  
                                  )  
TO WIT:                         )

I, \_\_\_\_\_, being a member of the  
Long Plain Indian Band, DO SOLEMNLY DECLARE:

1. THAT I was personally present at Long Plain Indian Reserve No. 22  
on AAAA (at \_\_\_\_\_ on \_\_\_\_\_) and did witness, before the  
opening of the poll on such date, the opening of the Ballot box  
to be used in connection with the Ratification Vote by the  
(Assistant) Ratification Officer.
2. THAT the said Ballot box was seen by me to be empty and the  
(Assistant) Ratification Officer called on me to verify that such  
was the case.

AND I make this solemn declaration conscientiously and believing it to  
be true and knowing it is of the same force and effect as if made  
under oath and by virtue of the Canada Evidence Act.

DECLARED BEFORE me at the \_\_\_\_\_ of )  
\_\_\_\_\_, in the Province of )  
Manitoba, this. \_\_\_\_\_ day )  
of \_\_\_\_\_ 1994. )  
\_\_\_\_\_ )

\_\_\_\_\_  
A Commissioner for Oaths in and for the  
Province of Manitoba.  
My Commission expires \_\_\_\_\_



**APPENDIX "F"**  
**STATEMENT OF RATIFICATION VOTE RESULTS**

We, the undersigned, severally state that members of the Long Plain Indian Band voted in a Ratification Vote concerning a proposed Settlement Agreement and a proposed Trust Agreement on AAAA and the results of this Ratification Vote were as follows:

- (a) the names of \_\_\_\_\_ Voters appeared on the List of Voters prepared by the (Assistant) Ratification Officer pursuant to Article 3.2(a) and 6 of the Ratification Procedure, and the number of Voters who were entitled to cast a vote on the Ratification Vote was therefore \_\_\_\_\_;
- (b) \_\_\_\_\_ votes were cast in the Ratification Vote in accordance with Article 11 of the Ratification Procedure;
- (c) \_\_\_\_\_ Voters voted in favour of the Ballot Question;
- (d) \_\_\_\_\_ Voters voted against the Ballot Question;
- (e) \_\_\_\_\_ Ballots were rejected in accordance with Article 16.1(b) of the Ratification Procedure; and
- (f) \_\_\_\_\_ Ballots were spoiled and were not counted in (b) above in accordance with Articles 11 and 15.1(d) of the Ratification Procedure.

We declare therefore that a majority (over 50%) of all of the Voters did (not) vote in the Ratification Vote and that a majority (over 50%) of those Voters who did vote did (not) cast Ballots in the affirmative to the Ballot Question thereby (approving) (failing to approve) and (not) authorizing the execution of the proposed Settlement agreement and the proposed Trust Agreement.

Dated at AAAA, in the Province of Manitoba this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

\_\_\_\_\_  
 (Assistant) Ratification Officer

\_\_\_\_\_  
 (Chief) (Councillor) of the  
 Long Plain Indian Band

**APPENDIX "G"**  
**CERTIFICATION OF RATIFICATION VOTE**

C A N A D A                   )  
                                   )  
 PROVINCE OF MANITOBA)  
                                   )  
 TO WIT:                        )

I, \_\_\_\_\_, (Assistant) Ratification Officer, of  
 \_\_\_\_\_, in the Province of Manitoba, DO SOLEMNLY DECLARE:

1. THAT I was present at Long Plain Indian Reserve No. ZZ on BBBB, when Eligible Members of the Long Plain Indian Band voted in a Ratification Vote concerning a proposed Settlement Agreement and a proposed Trust Agreement in accordance with the Ratification Procedure.
2. THAT a true copy of the Notice of Vote to the Eligible Members of the Long Plain Indian Band to ratify and approve the proposed Settlement Agreement and proposed Trust Agreement is attached as Exhibit "1" to this my Declaration.
3. THAT I did cause the said Notice of Vote to be posted in accordance with Article 4 of the Ratification Procedure at least 30 days prior to the date of the Ratification Vote.
4. THAT (I did attend)(I or an Assistant appointed by me attended)every Information Meeting set out in the Notice of Vote and made reasonable efforts to ensure that minutes of each Information Meeting were generated in accordance with Articles 5.3 and 5.6 of the Ratification Procedure.
5. THAT the voting procedure was conducted in accordance with the Ratification Procedure.
6. THAT the proposed Settlement Agreement and proposed Trust Agreement was (not) approved by the Ratification Vote, the results of which are set out in a true copy of the Statement of Ratification Vote Results attached as Exhibit "2" to this my Declaration.

AND I make this solemn declaration conscientiously and believing it to be true and knowing it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

DECLARED BEFORE me at the \_\_\_\_\_ of )  
\_\_\_\_\_, in the Province of )  
Manitoba, this \_\_\_\_\_ day )  
of \_\_\_\_\_, 1994. )

(Assistant) \_\_\_\_\_ Ratification Officer

\_\_\_\_\_  
A Commissioner for Oaths in and for the  
Province of Manitoba.  
My Commission expires \_\_\_\_\_

**APPENDIX "H"**  
**CERTIFICATION OF RATIFICATION VOTE**

C A N A D A                   )  
                                   )  
 PROVINCE OF MANITOBA)  
                                   )  
 TO WIT:                        )

I, \_\_\_\_\_, member of the Council of the Long Plain Indian Band, in the Province of Manitoba, DO SOLEMNLY DECLARE:

1. THAT I was present at Long Plain Indian Reserve No. ZZ on AAAA when Eligible Members of the Long Plain Indian Band voted in the Ratification Vote concerning a proposed Settlement Agreement and a proposed Trust Agreement in accordance with the Ratification Procedure.
2. THAT a true copy of the Notice of Vote to the Eligible Members to approve and ratify the proposed Settlement Agreement and a proposed Trust Agreement is attached as Exhibit "1" to this my Declaration.
3. THAT the (Assistant) Ratification Officer did cause to be posted a Notice of Vote in accordance with Article 4 of the Ratification Procedure at least 30 days prior to the date of the Ratification Vote.
4. THAT a quorum of the Council did attend every Information Meeting set out in the Notice of Vote in accordance with Article 5.3 of the Ratification Procedure.
5. THAT the proposed Settlement Agreement and proposed Trust Agreement was (not) approved by the Ratification Vote, the results of which are set out in a true copy of the Statement of Ratification Vote Results attached as Exhibit "2" to this my Declaration.



AND I make this solemn declaration conscientiously and believing it to be true and knowing it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

DECLARED BEFORE me at the \_\_\_\_\_ of )  
\_\_\_\_\_, in the Province of )  
Manitoba, this \_\_\_\_\_ day )  
of \_\_\_\_\_, 1994. )

\_\_\_\_\_  
Member of the Council of  
the Long Plain Indian Band

A Commissioner for Oaths in and for the  
Province of Manitoba.  
My Commission expires \_\_\_\_\_

**APPENDIX "I"**  
**APPOINTMENT OF INTERPRETER**

I, \_\_\_\_\_, Ratification Officer, appoint \_\_\_\_\_ to act as an Interpreter for the purpose of providing translation services to such Eligible Members at any Information Meeting or to assist such Voters who require translation services to cast their Votes at the poll(s).

\_\_\_\_\_  
Ratification Officer

\_\_\_\_\_  
Date

I, \_\_\_\_\_, hereby agree to act as an Interpreter for the purpose of providing translation services to such Eligible Members at any Information Meeting or to assist such Voters who require translation services to cast their Votes at the poll(s) and I do hereby solemnly undertake to carry out such task accurately, honestly, and to the best of my ability.

\_\_\_\_\_  
Interpreter

\_\_\_\_\_  
Date

**APPENDIX "J"**  
**APPOINTMENT OF ASSISTANT**

I, \_\_\_\_\_, Ratification Officer, appoint \_\_\_\_\_  
to act as an Assistant for the purpose carrying out such duties and  
assignments under the Ratification Procedure as delegated by me.

\_\_\_\_\_  
Ratification Officer

\_\_\_\_\_  
Date

I, \_\_\_\_\_, hereby agree to act as an Assistant to carry  
out such duties and assignments under the Ratification Procedure as  
delegated by Ratification Procedure to me and I do hereby solemnly  
undertake to carry out such tasks to the best of my ability and in  
accordance with the Ratification Procedure.

\_\_\_\_\_  
Assistant

\_\_\_\_\_  
Date

**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 6<sup>th</sup> day of August, A.D. 1994, at the City of Ottawa, in the Province of Ontario.



MINISTER OF INDIAN AFFAIRS  
AND NORTHERN DEVELOPMENT

\_\_\_\_\_  
WITNESS

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.


  
WITNESS

  
WITNESS

  
WITNESS

  
WITNESS

  
WITNESS

X   
CHIEF

  
COUNCILLOR

  
COUNCILLOR

  
COUNCILLOR

  
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 24<sup>th</sup> 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:

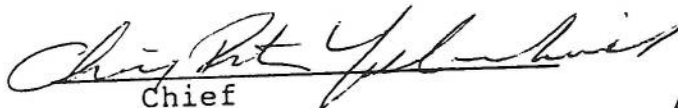
"10.3 Notwithstanding the provisions of Articles 10.1 and 10.2, and for greater certainty, Canada undertakes and agrees that:

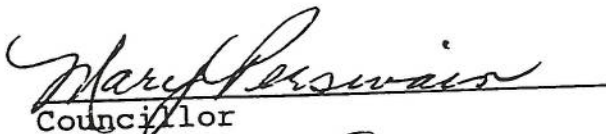
- (a) Canada will only rely on the indemnity hereinbefore given by the First Nation with respect to any claims for Loss of Use in those circumstances where Canada is able to rely upon the release given by the First Nation in favour of Canada under Article 9 as such provision relates to any claims the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

**AGREEMENT PURSUANT TO PARAGRAPH 11,  
OF "THE NATURAL RESOURCES TRANSFER 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-**

**HER MAJESTY THE QUEEN,  
IN RIGHT OF MANITOBA,  
as represented by  
the Minister of Northern Affairs**

**OF THE SECOND PART**

**AUGUST 3, 1994**

THIS 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-

HER MAJESTY THE QUEEN IN RIGHT OF MANITOBA as  
represented by the Minister of Northern Affairs  
(hereinafter referred to as "Manitoba"),

OF THE SECOND PART.

WHEREAS Canada entered into a treaty, known as Treaty No. 1,  
with certain bands of Chippewa and Swampy Cree Indians on or  
about August 3, 1871;

AND WHEREAS the Portage Band was one of the signatories to the  
said treaty;

AND WHEREAS, in the articles of Treaty No. 1, Canada made  
certain undertakings including the following:

"And Her Majesty the Queen hereby agrees and  
undertakes to lay aside and reserve for the sole  
and exclusive use of the Indians the following  
tracts of land, that is to say:

...



for the use of the Indians of whom Oo-za-we-kwun is Chief, so much land on the south and east side of the Assiniboine, about twenty miles above the Portage, as will furnish one hundred and sixty acres for each family of five, or in that proportion for larger or smaller families ... it being understood, however, that if, at the date of the execution of this treaty there are any settlers within the bounds of any lands reserved by any band, Her Majesty reserves the right to deal with such settlers as She shall deem just, so as not to diminish the extent of the land allotted to the Indians"

AND WHEREAS on or about June 20, 1876, the said treaty was revised as a result of a decision by the members of the Portage Band to split into three separate bands (of which the Long Plain First Nation was one), such that the constituent bands agreed, inter alia, to share the benefits promised the Portage Band by Canada under Treaty 1 as between themselves, including the obligation on the part of Canada to establish reserves as therein set out;

AND WHEREAS the said revision further provided as follows:

"and it is further agreed that a Reserve shall be assigned to the Band, of which Short Bear is Chief, by Her Majesty's said Commissioner or special Commissioner on the north side of the Assiniboine River, in the vicinity of the Long Plain ...

... it is hereby agreed that the separate Reserves to be granted to the said three Bands shall contain an amount of land equal to that stipulated to be given to the original Band, and such land shall be assigned to each Band in proportion to their relative numbers so that each Band shall receive their fair and just share of the said land ...";

(which provisions of the revision and treaty hereinbefore set forth are hereinafter collectively referred to as "the Per Capita Provision");

AND WHEREAS Canada and Manitoba agree that the Long Plain First Nation, (hereinafter referred to as "Long Plain") as one of the successors to the Portage Band, has an unfulfilled land entitlement pursuant to the Per Capita Provision by reason of a shortfall in the counting of the population of Long Plain at the time that reserves were set aside for it;

AND WHEREAS Canada and Manitoba desire to fully and finally settle any and all claims with respect to land entitlement of Long Plain under the Per Capita Provision and the revision which Long Plain ever had, now has, or may hereafter have against Canada and all obligations or undertakings between the parties in relation thereto;

AND WHEREAS Canada and Long Plain have negotiated an agreement with respect to the fulfilment of Canada's undertaking and obligations to Long Plain, which the said First Nation ever had, now has, or may hereafter have under the Per Capita Provision, and any claims arising therefrom (hereinafter referred to as "the Settlement Agreement");

AND WHEREAS paragraph 11 of Schedule 1 to the Constitution Act, 1930, and of the Schedule to The Manitoba Natural Resources Act, S.M. 1930, C. 30 provides as follows:

"All lands included in Indian reserves within the province, including those selected and surveyed but not yet confirmed, as well as those confirmed, shall continue to be vested in the Crown and administered by the Government of Canada for the purposes of Canada, and the Province will from time to time, upon the request of the Superintendent General of Indian Affairs, set aside, out of the unoccupied Crown lands hereby transferred to its administration, such further areas as the said Superintendent General may, in agreement with the Minister of Natural Resources of the Province, select as necessary to enable Canada to fulfil its obligations under the treaties with the Indians of the province, and such areas shall thereafter be administered by Canada in the same way in all respects as if they had never passed to the Province under the provisions hereof."

(hereinafter referred to as "paragraph 11 of the Manitoba Schedule");

AND WHEREAS Canada and Manitoba desire to fulfil their respective obligations so as to enable Canada to lay aside further reserve land for the use and benefit of Long Plain;

NOW THEREFORE, Canada and Manitoba agree as follows:

1. Manitoba recognises that Canada and Long Plain have negotiated the Settlement Agreement to address the fulfilment of Canada's undertaking and obligations to Long Plain, which Canada ever had, now has, or may hereafter have under the Per Capita Provision, and any claims arising therefrom, a copy of which agreement is attached hereto as Appendix "A".
2. Manitoba further recognises and agrees that there is minimal unoccupied provincial Crown land in the area in and around the existing reserve of Long Plain or in its traditional territory and that, in the result, the fulfilment of Canada's undertaking and obligations to Long Plain under the Per Capita Provision and any claims arising therefrom can only reasonably be addressed by providing Long Plain with sufficient funds to acquire land.
3. Manitoba further recognises and agrees that with the funds so provided, Long Plain will be acquiring at least 4,169 acres of land and that Canada has undertaken (subject to the conditions set out in the Settlement Agreement) to set up to 26,437 acres (but, in any event not less than 4,169 acres) of land apart as reserve for the use and benefit of Long Plain.



4. The parties further acknowledge that they are, together with the Treaty Land Entitlement Committee of Manitoba, Inc. (hereinafter referred to as "the TLE Committee"), engaged in a process, pursuant to a Protocol dated October 14, 1993 (hereinafter referred to as "the Protocol") intended to lead to:
- (a) the fulfilment of Canada's undertaking and obligations to the First Nations represented by the TLE Committee to land entitlement under the terms of any treaty or adhesion and any claims arising therefrom; and
  - (b) the fulfilment of Manitoba's outstanding undertaking and obligation to Canada under paragraph 11 of the Manitoba Schedule.
5. The parties further recognise and agree that there are a number of issues relating generally to the acquisition of land by First Nations in Manitoba in satisfaction of their respective land entitlements under treaty and the setting apart of that land by Canada as reserves for the use and benefit of such First Nations. These issues include (but are not necessarily limited to):
- (a) minerals and subsurface rights;
  - (b) water and riparian rights;
  - (c) other resource rights;
  - (d) third party interests;
  - (e) compensation to local governments relating to loss of tax base;
  - (f) payment of land transfer taxes and fees; and
  - (g) the procedure for transferring provincial Crown lands to be set aside as reserves



and that these issues are presently under negotiation with the TLE Committee (in respect of the acquisition of land in Manitoba by those First Nations whom the TLE Committee represents as described herein) pursuant to the Protocol.

6. The parties agree that the results of the negotiations involving the TLE Committee relating to the issues of the acquisition of land by First Nations in Manitoba in satisfaction of their respective land entitlements under treaty (and the setting apart of that land by Canada as reserves for the use and benefit of such First Nations) shall, with the consent of Long Plain and Canada (and to the extent such issues have not been otherwise dealt with in the Settlement Agreement), apply with necessary modifications to the acquisition of land by Long Plain pursuant to the Settlement Agreement.
7. The parties further agree that:
  - (a) until such matters are addressed in the manner hereinbefore set forth; or
  - (b) in the event Canada, Manitoba, and the TLE Committee fail to reach an agreement on such matters; or
  - (c) in the event Canada, Manitoba, and the TLE Committee do not deal with one or more matters relating or necessarily incidental to the acquisition of land by Long Plain in Manitoba in satisfaction of its land entitlement under the Per Capita Provision and the setting apart of that land by Canada as reserves for the use and benefit of Long Plain,

the setting apart of land acquired by Long Plain in Manitoba in satisfaction of its land entitlement under the Per Capita Provision as reserve by Canada shall be carried out within the context of the existing policies of Canada and Manitoba.

8. The parties agree that, with respect to the fulfilment of Manitoba's undertaking and obligation to Canada under paragraph 11 of the Manitoba Schedule as it relates to the fulfilment of Canada's undertaking and obligations to Long Plain under the Per Capita Provision, and any claims arising therefrom:

- (a) the entry by Canada into the Settlement Agreement shall in no way release or discharge Manitoba from Manitoba's obligations to Canada under paragraph 11 of the Manitoba Schedule as it relates to the fulfilment of Canada's undertaking and obligations to Long Plain under the Per Capita Provision, and any claims arising therefrom; and
- (b) Manitoba hereby acknowledges and agrees that such undertaking and obligation remains outstanding notwithstanding that Canada has obtained a release from Long Plain of Canada's undertaking and obligation under the Per Capita Provision pursuant to the Settlement Agreement;
- (c) Canada shall receive full recognition and credit for all amounts it has provided to Long Plain pursuant to the Settlement Agreement in the context of any negotiations or subsequent agreement between the parties under the Protocol on the sharing of the cost of settling the issues being negotiated with the TLE Committee;

- (d) issues, other than the matters set out in subparagraphs (a), (b), and (c) hereof, relating to the obligations of Manitoba to Canada under paragraph 11 of the Manitoba Schedule as it relates to the fulfilment of Canada's undertaking and obligations to Long Plain under the Per Capita Provision, and any claims arising therefrom are to be resolved as part of the negotiations under the Protocol.
9. In the event the negotiations between the parties under the Protocol are terminated, suspended for a period longer than six consecutive months, or in any way fail to resolve in a full and final manner all issues relating to the obligations of Manitoba to Canada under paragraph 11 of the Manitoba Schedule as it relates to the fulfilment of Canada's undertaking and obligations to Long Plain under the Per Capita Provision and any claims arising therefrom:
- (a) they will enter into negotiations on such issues, (such negotiations to be commenced forthwith at the call of either of them); and
  - (b) in the context of that negotiation, Canada shall receive full recognition and credit for all amounts it has provided to Long Plain pursuant to the Settlement Agreement.


IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the day and year first above written.

HER MAJESTY THE QUEEN IN RIGHT  
OF CANADA



MINISTER OF INDIAN AFFAIRS AND  
NORTHERN DEVELOPMENT

HER MAJESTY THE QUEEN IN RIGHT  
OF MANITOBA



MINISTER OF NORTHERN AFFAIRS



**TRUST AGREEMENT**

**BETWEEN**

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

**OF THE FIRST PART**

**-AND-**

**EUGENE PETERSON,  
JOANNE LONGCLAWS,  
and MAX MERRICK**

**OF THE SECOND PART**

**- AUGUST 3, 1994**

## TABLE OF CONTENTS

Article 1:	Definitions	3
Article 2:	Creation of Long Plain First Nation Trust	9
Article 3:	Application and Use of the Trust Property	10
Article 4:	Selection and Acquisition of Entitlement Land	11
Article 5:	Trust Expense Account	17
Article 6:	Trust Development Account	20
Article 7:	Annual Income Surplus	24
Article 8:	Financial Administration and Account Operation Agreement	26
Article 9:	Powers of Trustees	31
Article 10:	Purchase of Authorised Investments	35
Article 11:	Appointment of Initial Trustees	36
Article 12:	Election and Term of Office of Trustees	38
Article 13:	Replacement of Trustees	39
Article 14:	Conduct of Meetings	41
Article 15:	Audit Requirements	43
Article 16:	Conflict of Interest	44
Article 17:	Amendment	46
Article 18:	Voting Procedure	46
Article 19:	Notice	47
Article 20:	Limitation on Liability	48
Article 21:	Other Provisions	49

(ii)

- Appendix "A": Map Describing Trustees' Areas
- Appendix "B": Customs Council
- Appendix "C": Certificate of Trustees Regarding Eligible Entitlement Land
- Appendix "D": Band Council Resolution Consenting to the Acquisition of Eligible Entitlement Land
- Appendix "E": Band Council Resolution Declining the Acquisition of Eligible Entitlement Land
- Appendix "F": Results of Vote Report
- Appendix "G": Tariff of Trustees' Honoraria and Disbursements
- Appendix "H": Trustees' Certificate of Permitted Purposes
- Appendix "I": Trust Capital Account Land Acquisition Direction
- Appendix "J": Trust Capital Account Annual Income Direction
- Appendix "K": Trust Capital Account Investment Direction
- Appendix "L": Trust Development Account Direction
- Appendix "M": Trust Expense Account Direction
- Appendix "N": Trust Expense Account Investment Direction
- Appendix "O": Trust Capital Account Direction Regarding Solicitors' Fees
- Appendix "P": Trust Capital Account Annual Income Advance
- Appendix "Q": Trustees Certificate
- Appendix "R": Release Direction

**TRUST AGREEMENT**

**THE AGREEMENT** made this 3rd day of AUGUST , A.D. 1994.

**BETWEEN:**

**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 FIRST PART,**

- and -

**EUGENE PETERSON, JOANNE LONGCLAWS,  
and MAX MERRICK,**

(hereinafter individually referred to as a "Trustee"  
and collectively referred to as the "Trustees")

**OF THE SECOND PART.**

**WHEREAS** Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development and the First Nation entered into a Settlement Agreement dated the day 3rd of AUGUST , 1994, pursuant to which the terms for the Settlement of the remaining amount of land to be provided to the First Nation as provided for in the Per Capita Provision (as defined in the Settlement Agreement) and all other claims relating thereto, to the extent provided for therein;

**AND WHEREAS** pursuant to the Settlement Agreement, Canada has agreed to provide the First Nation with a Federal Payment of not less than Sixteen Million Five Hundred Thousand (\$16,500,000.00) Dollars;



**AND WHEREAS** the First Nation, based upon its own independent legal and financial advice and after reviewing alternative methods of managing the Federal Payment, has irrevocably directed that Canada deposit same to the Trust Capital Account established at the Institution;

**AND WHEREAS** the First Nation and the Trustees are desirous of hereby creating the Long Plain First Nation Trust for the use and benefit of the First Nation;

**AND WHEREAS** the First Nation and the Trustees acknowledge and agree that the Federal Payment to be so deposited to the Trust Capital Account are a long-term asset for the use and benefit of the First Nation, as Beneficiary, to be administered by the trustees upon the trusts herein contained and subject to the terms and conditions hereinafter set out;

**AND WHEREAS** the First Nation and the Trustees, jointly and severally, recognize Canada's desire to ensure that land (including all Mines and Minerals in respect thereof) with a surface area equal to four thousand one hundred sixty-nine (4,169) acres be purchased utilizing the Federal Payment and that the same be set apart as Reserve for the use and benefit of the First Nation;

**AND WHEREAS** the Trustees further recognize the First Nation's desire to use all of the Trust Property for the acquisition of land to be set apart as Reserve subject only to the specific exceptions set out in this Trust Agreement;

**AND WHEREAS** by ratification vote held on the 8th day of April, 1994, the Eligible Members of the First Nation have assented to and approved the execution and delivery of this Agreement, and have authorized and directed the Chief and Councillors to sign and

deliver this Agreement and all related documentation;

NOW, THEREFORE, in consideration of the premises and of the respective covenants and agreements hereinafter set out, the parties covenant and agree as follows:

**ARTICLE 1:       DEFINITIONS**

- 1.1       In this Agreement, the following capitalized terms shall have the following meanings, namely:
- (a)       "Acquisition Costs" means the costs incurred in relation to the Purchase of Land, Minerals or Improvements by or on behalf of the First Nation (other than the Price paid to the vendor in respect thereof), and includes, without limitation, legal fees, applicable taxes and tax adjustments, land titles registration and search costs, appraisal costs, surveyor certificate costs and real estate commissions and all reasonable costs associated directly with and incurred by the First Nation or the Trustees in relation to site identification and approval in relation to Entitlement Land and the cost of satisfying the obligations set forth in Article 6 of the Settlement Agreement and the cost of discharging or replacing Third Party interests;
  - (b)       "Agreement", "this Agreement", "hereto", "hereof", "herein", "hereunder", "hereby" and similar expressions refer, unless otherwise expressly stated, to this Agreement, including the recitals and the Appendices attached hereto, and not any particular article, section, subsection, paragraph or other subdivision hereof or thereof;

- (c) "Annual Income" means all the income derived from the Trust Property for the year including any capital and currency gains within the meaning of the Income Tax Act, R.S.C. 1985, c.I48, as amended;
- (d) "Authorized Expense" means any fees, costs, wages, salaries or expenses for which the Beneficiary is responsible under the terms of this Agreement including, but not limited to such fees, costs, wages, salaries or expenses described in any one or more of Articles 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 15.2, or 15.5;
- (e) "Authorized Investments" means any of those instruments, notes, bonds or other securities which the Trustees are authorized to purchase, in accordance with the terms hereof, with funds from the Trust Capital Account or Tribal Expense Account;
- (f) "Beneficiary" means the First Nation;
- (g) "Brandon Area" means all of that area in Canada west of a line marked on Appendix "A" hereto which line commences at the intersection of the International Boundary and Provincial Trunk Highway (PTH) 31 proceeding northerly to PTH 3 and then westerly to Provincial Road (PR) 244 and then northerly to PTH 2 and then easterly to PR 305 and then northerly to the Yellowhead Route (PTH 16) and continuing along said PTH 16 to PTH 50 and then northerly to PR 278 and continuing along said PR 278 to PTH 68 and then easterly to PR 325 and following said PR 325 to PTH 6 and along said PTH 6 to Thompson, Manitoba, and then due north from the end of the said PTH 6;
- (h) "Canada" means Her Majesty the Queen in Right of Canada,

as represented by the Minister of Indian Affairs and Northern Development;

- (i) "Council" means, in respect of the First Nation, the "council of the band" within the meaning of the Act;
- (j) "Customs Council" means, collectively, those persons listed in Appendix "B" hereto as representatives of the clans and their replacements from time to time;
- (k) "Eligible Tribal Members" means all Tribal Members who are over the age of eighteen (18) years, registered as "Indians" within the meaning of the Indian Act, RSC 1985, c.1-5 (as amended), and have not been found mentally incompetent or otherwise unable to manage their own affairs by a court of competent jurisdiction as of the date of any vote authorized by this Agreement;
- (l) "Entitlement Land" means Lands, Minerals or Improvements in Manitoba hereafter Purchased and which are intended to be set apart as an Entitlement Reserve pursuant to the provisions of the Settlement Agreement and this Agreement;
- (m) "Federal Payment" means those monies to be paid to the First Nation by Canada pursuant to the Settlement Agreement other than monies payable pursuant to Articles 7 and 8 of the Settlement Agreement;
- (n) "Improvements" means all buildings or structures erected or placed on, over or under Land and, unless otherwise expressly provided herein, includes, without limitation, anything affixed to or incorporated therein, the plant and equipment of any oil or gas well or mine, any



pipeline on or under land, fencing, and any dugouts or other alterations to land designed to facilitate the collection and retention of water;

- (o) "Independent Trustee" means a Trustee who is not a Tribal Member or an individual related by blood, marriage or adoption to a Tribal Member of the First Nation;
- (p) "The Act" or "Act" means the Indian Act, R.S.C. 1985, c. I-5 and the regulations made thereunder, as the same may be amended or replaced from time to time, and any reference herein to a section of or regulation under the Indian Act shall include that section or regulation as amended or replaced from time to time;
- (q) "Institution" means the chartered bank or licensed trust company at which the Trust Capital Account, the Tribal Expense Account and the Trust Development Account are maintained;
- (r) "Investment Instruments" means, collectively, those certificates, instruments, documents or other written material which evidence Authorized Investments;
- (s) "Long Plain First Nation Trust" means the trust created pursuant to the terms of this Agreement to be administered by the Trustees for the benefit of the First Nation as Beneficiary;
- (t) "Portage la Prairie/Winnipeg Area" means all of that area in Canada east of a line marked on Appendix 'A' hereto which line commences at the intersection of the International Boundary and Provincial Trunk Highway (PTH) 31 proceeding northerly to PTH 3 and then westerly to

Provincial Road (PR) 244 and then northerly to PTH 2 and then easterly to PR 305 and then northerly to the Yellowhead Route (PTH 16) and continuing along said PTH 16 to PTH 50 and then northerly to PR 278 and continuing along said PR 278 to PTH 68 and then easterly to PR 325 and following said PR 325 to PTH 6 and along said PTH 6 to Thompson, Manitoba, and then due north from the end of the said PTH 6;

- (u) "Loss of Use Claim" means all claims of whatever nature whatsoever the First Nation has had, has now, or may hereafter have relating to or arising from the fact that the Portage Band, the First Nation, and the other successors to the Portage Band did not receive the remaining land to which it was or any members of the First Nation were entitled under the Per Capita Provision (as that term is defined in the Settlement Agreement);
- (v) "Reserve" means a reserve as that term is used in the Act;
- (w) "Senate of Elders" means all Eligible Tribal Members who are at least fifty-five (55) years of age;
- (x) "Third Party Interest" means:
  - (i) any right or interest in respect of lands that have been acquired by the First Nation and which the First Nation wishes Canada to set apart as Reserve pursuant to Article 6 and includes, without limitation, any agreement to purchase, option to purchase, lease, profit a prendre, option to lease, easement, permit, or license of any kind or nature whatsoever

the holder of which interest is not Canada, Manitoba, or the First Nation; or

- (ii) any right of access to explore or exploit the mines and minerals under such lands; or
  - (iii) any claims of any city, town, village, municipality, or local government district for compensation based on the premise that the setting apart of any lands as a Reserve for the use and benefit of the First Nation will result in a loss of annual tax revenue (other than school and hospital taxes), net of any replacement revenues, reduced cost of local service delivery, and any contribution or recovery of capital assets;
- (y) "Tribal Lodge" means, collectively, the Council, the Customs Council and the Senate of Elders;
- (z) "Tribal Member" means those persons registered from time to time as members of the Long Plain First Nation on the Long Plain Band list maintained pursuant to the Act;
- (aa) "Trust Property" means the Federal Payment and includes all monies now or hereafter on deposit in the Trust Capital Account, (which for greater certainty includes any and all investment instruments in which the monies in the Trust Capital Account may from time to time be invested hereunder by the Trustees as specified herein) as well as any additions or accruals thereto and also includes, without limitation, all interest revenue and other income realized thereon, the net proceeds of sale of all Entitlement Land sold pursuant to paragraph 4.2(f)

of this Agreement;

- (ab) "Trustees" means collectively those individuals appointed to act as a Trustee on behalf of the First Nation pursuant to this Agreement, and any individuals from time to time thereafter appointed or substituted therefor, and "Trustee" means any one of such Trustees;
- (ac) "Trustees' Certificate" means the certificate to be provided by the Trustees from time to time to the Institution, certifying the names of the then current Trustees and evidencing their signatures;
- (ad) "Year" means the calendar year.

**ARTICLE 2:        CREATION OF LONG PLAIN FIRST NATION TRUST**

- 2.1        The First Nation hereby establishes the Long Plain First Nation Trust.
- 2.2        The First Nation and the Trustees hereby acknowledge and agree that upon Canada depositing the Federal Payment into the Trust Capital Account, Canada is relieved of any and all obligations or liability, whether fiduciary or otherwise, relating to or arising from the deposit, use, management, settlement, withdrawal, or any other dealing with respect to the Federal Payment pursuant to this Agreement.
- 2.3        The Trustees agree to accept and to hold the Federal Payment (which, for greater certainty, includes all future payments thereof) in trust for the Beneficiary, upon and subject to the trusts set forth in this Agreement.



- 2.4 All beneficial right, title, interest and benefit in and to the Trust Property shall vest in the Beneficiary.
- 2.5 Subject to the terms hereof, all legal right, title, interest and benefit in and to the Trust Property shall vest in the Trustees and there shall be no power of revocation.
- 2.6 This Agreement may be amended only as expressly provided for herein provided there shall be no amendment regarding the term of the Trust as established in Article 21.5.

**ARTICLE 3: APPLICATION AND USE OF THE TRUST PROPERTY**

- 3.1 The Trustees shall receive, hold and use the Trust Property for the benefit of the Beneficiary and the Trust Property shall only be used for the following purposes:
- (a) For the acquisition of Entitlement Land and the acquisition costs associated therewith, in accordance with the terms of this Agreement and the Settlement Agreement;
  - (b) For distribution in each Fiscal Year of the Annual Income from the Trust Capital Account to the Tribal Expense Account and the Trust Development Account in accordance with terms of this Agreement;
  - (c) For the purchase of Authorized Investments; and
  - (d) Payment of the amount required in Article 8.8 hereof.
- 3.2 For greater certainty and without in any way limiting the generality of the foregoing:

- (a) The Trust Property shall not be used, directly or indirectly, for per capita distribution;
- (b) Except as hereinafter expressly provided, the Trustees shall not mortgage, pledge, hypothecate or in any way encumber the Trust Property or any interest therein, for any purpose whatsoever, and the Trustees shall not lend, invest, release, distribute or advance the Trust Property except as may be specifically authorized in the Settlement Agreement and this Agreement.

**ARTICLE 4:        SELECTION AND ACQUISITION OF ENTITLEMENT LAND**

4.1        The manner of selection of land to be acquired as Entitlement Land by the Trustees shall be as follows:

- (a) Any Eligible Tribal Member, the Trustees, or the Council may deliver a written proposal for the acquisition of Entitlement Land setting out sufficient particulars to identify the land, the proposed price of the same and a statement as to how the land, if acquired, would benefit the First Nation, whereupon the Trustees shall make such inquiries as are necessary to satisfy themselves that the proposed Entitlement Land is eligible for acquisition in that:
  - (i) the terms and conditions of Article 6 of the Settlement Agreement could reasonably be expected to be satisfied if the eligible Entitlement Land was acquired by the Trustees; and
  - (ii) the acquisition of the proposed Entitlement Land could reasonably be expected to benefit

the First Nation;

- (b) Upon the Trustees satisfying themselves that the proposed Entitlement Land is so eligible (which land shall hereinafter be referred to as "eligible Entitlement Land") the Trustees shall make such further inquiries as are necessary to fully inform themselves of the actual and potential costs and benefits associated with the acquisition of the eligible Entitlement Land and its transfer to Reserve status;
- (c) Within a reasonable time after receiving and assessing the proposal in accordance with paragraph (a), the Trustees shall notify the Eligible Tribal Members of each proposal for the acquisition of eligible Entitlement Land by notice in writing which notice shall include:
  - (i) a summary of the proposal setting out a description of the eligible Entitlement Land sufficient to identify it, the assessed value of the land and any improvements thereon, and the potential benefits to the First Nation if it is acquired;
  - (ii) the date, time and place of a meeting of the Tribal Lodge to be convened for the purpose of discussing and reviewing the proposal to assist the Trustees in formulating its recommendations regarding the acquisition of the eligible Entitlement Land; and
  - (iii) stating that each Tribal Member is entitled to express his or her opinion regarding the proposed acquisition by attending the meeting

of the Tribal Lodge and/or by writing to the Trustees;

- (d) The Tribal Lodge meeting referred to in paragraph (c) shall be held not less than fourteen (14) days and not more than twenty-eight (28) days from the date of the Notice;
- (e) At the meeting of the Tribal Lodge, the Trustees shall disclose to the Tribal Members in attendance the actual and potential costs and benefits associated with the eligible Entitlement Land and any and all other information which they have received in relation to the said land;
- (f) Within a reasonable period of time following the Tribal Lodge meeting, the Trustees shall meet and determine whether acquisition of the eligible Entitlement Land will benefit the First Nation and be in its best interests;
- (g) In making their determination, the Trustees shall consider all of the opinions expressed by the Tribal Members and all the information which they have in relation to the eligible Entitlement Land;
- (h) If the Trustees determine that the acquisition of the eligible Entitlement Land will benefit the First Nation and be in its best interests, the Trustees shall deliver a Certificate of Trustees Regarding Eligible Entitlement Land (the form of which certificate appears as Appendix "C") to the Council requesting the Council's consent to the acquisition;
- (i) Upon receipt of the Certificate referred to in paragraph



- (h) from the Trustees, the Council shall, by majority vote, determine whether it consents to the acquisition of the eligible Entitlement Land;
- (j) In the event that the Council consents to the acquisition of the eligible Entitlement Land, it shall deliver to the Trustees a Band Council Resolution Consenting to the Acquisition of Eligible Entitlement Land (the form of which resolution appears as Appendix "D") authorizing and directing the Trustees to purchase the eligible Entitlement Land;
- (k) In the event the Council does not consent to the purchase of the eligible Entitlement Land, it shall deliver to the Trustees a Band Council Resolution Declining to Consent to the Acquisition of Eligible Entitlement Land (the form of which resolution appears as Appendix "E") in which the Council shall clearly state its reasons for declining to provide its consent;
- (l) If, after reviewing and considering the Band Council Resolution referred to in paragraph (k) hereof, the Trustees are still of the opinion that the acquisition of the eligible Entitlement Land would benefit the First Nation and be in its best interest, the Trustees may hold a vote of the Eligible Tribal Members in accordance with Article 18 herein seeking direction with respect to the acquisition of the eligible Entitlement Land;
- (m) The results of the vote conducted pursuant to paragraph (l) hereof shall be reported to the Council by way of a Results of Vote Report (the form of which report appears as Appendix "F") and those results shall be binding upon both the Trustees and the Council.

4.2 The manner of acquiring Entitlement Land shall be as follows:

- (a) Upon receiving the consent of the Council pursuant to paragraph 4.1(j), or after a vote pursuant to paragraph 4.1(l) in which a majority of those voting favour the acquisition of the eligible Entitlement Land, the Trustees shall enter into an Agreement to Purchase the approved Entitlement Land, subject to the condition that title transfers to and vests in the Trustees for and on behalf of the First Nation;
- (b) The Trustees may, with the consent of the First Nation and Canada, assign the Trustees' interest in the Agreement to Purchase to Canada;
- (c) Prior to acquiring Entitlement Land, the Trustees shall ensure that adequate arrangements have been made for the management of the land;
- (d) The Trustees, upon entering into an Agreement to Purchase Entitlement Land, shall:
  - (i) arrange for the withdrawal of a sum of money from the Trust Capital Account that is not in excess of the total of the agreed purchase price and Acquisition Costs;
  - (ii) arrange for deposit of such money into the trust account of a practicing solicitor in and for the Province of Manitoba, retained by the Trustees to complete the purchase of the Entitlement Land in accordance with the terms of the Agreement to Purchase and the terms of

this Agreement;

- (iii) arrange to satisfy Third Party Interests and take such other steps as are necessary to fulfil the requirements of Article 6 of the Settlement Agreement; and
  - (iv) deliver a fully executed copy of the Agreement to Purchase to the Council;
- (e) In every instance in which Entitlement Land is acquired, Council shall make an application to Canada to have such Entitlement Land set aside as Reserve for the use and benefit of the First Nation by delivering to Canada and to the Trustees a duly authorized Band Council Resolution requesting the same. In the event the conditions set out in Article 6 of the Settlement Agreement are satisfied and Canada agrees to set aside such Entitlement Land as Reserve, the Trustees shall take all steps and sign all documents necessary to transfer the Entitlement Land to Canada;
- (f) In the event that the Trustees have acquired Entitlement Land that Canada refuses to set apart as Reserve or the conditions set out in Article 6 of the Settlement Agreement can not reasonably be satisfied, such Entitlement Land shall be sold by the Trustees and the net proceeds of such sale shall be returned to, and form part of, the Trust Property and be forthwith re-deposited to the Trust Capital Account, provided that the Trustees may retain such land as an investment of Trust Property pursuant to Articles 9 and 10 hereof if the Trustees, in their sole discretion, deem it appropriate to do so.

**ARTICLE 5: TRIBAL EXPENSE ACCOUNT**

- 5.1 (a) Subject to paragraph (b) hereof, each year the Trustees may transfer up to sixty (60%) percent of the Annual Income from the Trust Capital Account to the Tribal Expense Account to pay the Beneficiary's reasonable and legitimate Authorized Expenses;
- (b) Upon deposit of the second instalment of the Federal Payment pursuant to the Settlement Agreement, the Trustees shall be entitled to transfer only up to forty (40%) percent of the Annual Income for the purposes set out herein;
- (c) The Trustees shall use their best efforts to ensure that the aggregate of all Authorized Expenses for any particular year does not exceed the amount transferred by the Trustees to the Tribal Expense Account pursuant to paragraphs 5.1(a) and 5.1(b) for that year.
- 5.2 The Trustees, at the expense of the Beneficiary, are authorized and empowered to retain, dismiss and replace staff, legal counsel, auditors, accountants, bookkeepers, investment advisers, realtors, appraisers, auctioneers, architects, engineers, and other advisors and organizations qualified in the field for which their advice and opinions are sought and required by the Trustees to assist the Trustees in carrying out their responsibilities and obligations under this Agreement, but the Trustees shall not be bound to act upon such advice.
- 5.3 The Trustees may, at the expense of the Beneficiary, pay reasonable salaries, wages, fees and costs for the



services of persons, corporations and proprietorships referred to in paragraph 5.1(b) including, but not limited to, salaries, wages, fees and costs associated with the settlement and implementation of this Agreement, the costs associated with any variation of this Agreement, and the reasonable instruction and training in the duties and responsibilities of Trustees. (When reasonable, such instruction and training shall take place at the Long Plain First Nation Reserve.)

- 5.4 The Trustees may, at the expense of the Beneficiary, incur reasonable costs and expenses in relation to meetings which they are required or empowered to hold pursuant to this Agreement including, but not limited to, the printing and posting of notices of such meetings, the printing and distribution of ballots for any vote or election under this Agreement and the conduct of such a vote or election.
- 5.5 The Trustees may, at the expense of the Beneficiary, incur reasonable costs for the investment, acquisition, administration and management of Trust Property and may pay the cost of premiums for the purchase of such insurance as the Trustees, acting reasonably, may determine is advisable.
- 5.6 The Trustees may, at the expense of the Beneficiary, pay reasonable rent for office space and may pay reasonable compensation to the Trustees for the performance of their duties as defined by this Agreement and may reimburse to the Trustees any personal expenses reasonably incurred by the Trustees in carrying out their duties, which compensation and expenses shall be paid in accordance with the Tariff of Trustees' Honoraria and Disbursements

(the form of which tariff appears as Appendix "G"). The said Tariff may be varied from time to time by the Trustees; provided that no such variation of the Tariff shall be effective until approved by the Eligible Tribal Members in a vote called by the Trustees expressly for the purpose and held in accordance with the voting procedures set out in Article 18 hereof.

- 5.7 The Trustees shall, at the expense of the Beneficiary, pay the costs of instituting, prosecuting or defending any civil suits or actions or other legal proceedings affecting the Trust or the Trust Property or any part thereof.
- 5.8 The Trustees may, at the expense of the Beneficiary, make application for advice to the Court of Queen's Bench pursuant to s. 84 of The Trustee Act, R.S.M. 1987, C. T160 or The Court of Queen's Bench Act, S.M. 88-89, Cap.280.
- 5.9 The Trustees may select criteria for determining and, at the expense of the Beneficiary, pay the costs associated with an application by any Tribal Member commenced for the purpose of determining an issue of jurisdiction, authority, negligence or breach of trust or fiduciary duty of the Trustees or Council under this Agreement and the Trustees shall, at the expense of the Beneficiary, pay the costs incurred by a Tribal Member of any legal proceeding commenced by that member which results in a finding that the Trustees or Council have exceeded their power, breached a duty, made an improper or unauthorized expenditure of Trust Property or have acted negligently in the management of Trust Property.

5.10 (a) The Beneficiary, through the signatures of the Chief and Council of the Beneficiary, hereby makes, constitutes and appoints the Trustees as the Beneficiary's true and lawful attorney and agent with full power and authority in the Beneficiary's name, place and stead and for the Beneficiary's use and benefit to execute and deliver and do and cause to be done all things as may be necessary to contract for and procure such goods or services as constitute Authorized Expenses and to cause payment for any and all Authorized Expenses to be made.

(b) The power of attorney hereby granted shall be irrevocable and shall only terminate at the expiration of this Agreement as set forth in Article 21.5.

5.11 The Beneficiary, through the signatures of Chief and Council of the Beneficiary, agrees to protect, indemnify and save harmless the Trustees from any and all Authorized Expenses incurred by the Trustees, and hereby agrees, without in any way limiting the right of the Trustees to take action against the Beneficiary to enforce the terms of the indemnity granted under this Article 5.12, to indemnify themselves from any and all amounts standing in deposit in the Tribal Expense Account as the Trustees may, in their absolute discretion, determine without the Trustees first making a request for such reimbursement.

#### **ARTICLE 6: TRUST DEVELOPMENT ACCOUNT**

6.1 Subject to the provisions of this Article, each Year the Council, on behalf of the Beneficiary, may require the Trustees to pay to the Trust Development Account up to twenty (20%) percent of the Annual Income.

6.2 Requisitions by the Council to the Trustees to disburse Annual Income into the Trust Development Account pursuant to Article 6.1 shall be made on a project by project basis and each such requisition shall meet all of the following requirements:

- (a) The expenditure must be for one of the following permitted purposes:
  - (i) to establish scholarships, bursary funds or student loan programs;
  - (ii) to construct and maintain roads, bridges, ditches, water-courses, erosion control works, irrigation and drainage systems, fences, buildings or permanent improvements or other works on the First Nation's Reserve or Entitlement Land;
  - (iii) to purchase or lend money for the purchase of livestock and farm equipment or machinery for the First Nation or one of its corporations operating on the First Nation's Reserve or Entitlement Land;
  - (iv) to purchase or lend money for the purchase of industrial or manufacturing equipment machinery for the First Nation or for one of its corporations operating on the First Nation's Reserve or Entitlement Land;
  - (v) to construct or improve recreational facilities owned by the First Nation or one of its corporations located on the Long Plain



First Nation's Reserve or Entitlement Land;

- (vi) to fund youth recreational programs;
  - (vii) to construct or improve school facilities owned or operated by the First Nation or one of its corporations or its Education Authority;
  - (viii) to fund negotiations or litigation in which the First Nation or any Tribal Member becomes involved where an issue in the negotiations or litigation is the protection or advancement of a right common to all Tribal Members including the First Nation's Loss of Use claim; or
  - (ix) subject to paragraph 3.2(b), any other purpose which, in the opinion of Council and the Trustees, is in the best interests of the First Nation, will confer on Long Plain First Nation a tangible benefit and is consistent with the purposes hereinbefore set forth.
- (b) The project to be funded must be fully disclosed in writing by the Council to the Trustees and the Council shall provide to the Trustees a budget setting out anticipated expenditures and an itemization of who will benefit by the expenditures;
- (c) The Trustees shall review the project proposal at a meeting of the Trustees called for that purpose and the Trustees shall certify a Trustees' Certificate of Permitted Purposes (the form of which certificate appears as Appendix "H") that the project is one permitted under

paragraph (a);

- (d) Every project so certified by the Trustees shall then be presented by the Council at a public meeting of Tribal Members called by the Trustees;

6.3 Notice of the time and place of the meeting shall:

- (a) Be not less than fourteen (14) days nor more than twenty-eight (28) days in advance of the meeting;
- (b) Set out that the meeting is for the purpose of informing Tribal Members of the intended requisition and expenditure of a specified amount of Annual Income for a specified project;
- (c) Describe the project in reasonable detail;
- (d) Set out the proposed budget of expenditures; and
- (e) Attach a copy of the certificate referred to in paragraph 6.2(c).

6.4 Subject to Article 6.5 and provided that the Trustees are satisfied in their sole discretion that the project is one which generally appears to have the support of the Tribal Members attending the meeting (provided that no formal vote of the Tribal Members need be taken by the Trustees), the Trustees shall thereafter deposit to the Trust Development Account an amount of the Annual Income not more than the amount specified for the project provided that amount requisitioned in combination with all other layouts in the year do not exceed twenty (20%) percent of the Annual Income.

- (a) Notwithstanding Articles 6.1 and 6.2, but subject to paragraph 6.5(b), for a period of three (3) years from the date of the signing of this Agreement the Trustees shall, at the request of the Council and upon delivery to the Trustees of a budget setting out anticipated expenditures, transfer up to forty (40%) percent of the Annual Income to the Tribal Development Account to be used by the Council only for the purpose of pursuing the First Nation's Loss of Use Claim in the manner set out in Article 3 of the Settlement Agreement;
- (b) In no case shall the Trustees provide funds for pursuing the Loss of Use Claim in court prior to ratification of the decision to do so in accordance with Article 2.3 of the Settlement Agreement.

6.5 On receipt of any amount of the Annual Income under this Article, the Council shall become a trustee and fiduciary of the First Nation for the purpose of the expenditure of same.

6.6 Any unexpended balance of Annual Income in the Trust Capital Account on the last day of the Year shall be paid to the Beneficiary in accordance with Article 7.

6.7 The Beneficiary hereby directs that, where under this Article any payment is required to be made by the Trustees to the Beneficiary, the Trustees shall make such payment to the Beneficiary in care of the Council.

**ARTICLE 7: ANNUAL INCOME SURPLUS**

7.1 The Trustees shall manage and pay out the Annual Income before the last day of each Year, firstly, by paying



Authorized Expenses in accordance with Article 5, secondly, by delivering to the Beneficiary such amounts as may be required to be paid out by Council in accordance with Article 6, and thirdly by paying to the Beneficiary any balance of the Annual Income in accordance with this Article unless the Trustees by unanimous consent decide to accumulate all or a portion of the Annual Income in which case only the Amount of the Annual Income that is not accumulated shall be paid out by the Trustees to the Beneficiary.

7.2 Any amount of the Annual Income, including amounts transferred to the Tribal Expense Account and not expended by the Trustees on behalf of the Beneficiary before the last day of each Year, shall be transferred to the Trustees as an advance by the Beneficiary to Trustees of an interest free loan of such amount for the remaining term of this Agreement.

7.3 In the event it is determined in the future by Revenue Canada or a court of competent jurisdiction that the Trust is not liable to pay income tax on Annual Income if kept in the Trust and not paid to the Beneficiary in accordance with this Article by reason of s. 90 of the Indian Act or for any other reason, then the Trustees shall not pay unexpended surplus in the Tribal Expense Account or the balance of Annual Income to the Beneficiary in accordance with Articles 7.1 and 7.2, but rather any such untaxed and unexpended Annual Income shall be reinvested as capital of the Trust and Articles 5.10 and 7.1 and 7.2 inclusive shall become inoperative.

7.4 The Beneficiary hereby directs that, where under this Article any payment is required to be made by the



Trustees to the Beneficiary, the Trustees shall make such payment to the Beneficiary in care of the Council.

- 7.5 Immediately before the end of a fiscal year of the Long Plain First Nation Trust, any portion of the Annual Income that has not been paid to the Beneficiary under Article 5, 6 or 7.1 nor accumulated by the Trustees, shall be deemed to have been paid out by the Trustees and concurrently transferred by the Beneficiary to the Trustees as an advance of an interest free loan, by the Beneficiary to the Trustees for the remaining term of this Agreement.

**ARTICLE 8: FINANCIAL ADMINISTRATION AND ACCOUNT OPERATION AGREEMENT**

- 8.1 No monies shall be withdrawn from the Trust Capital Account, the Tribal Expense Account or the Trust Development Account by the Trustees or by the Council except by means of the appropriate Trust Capital Account direction, Tribal Expense Account direction or Trust Development Account direction.
- 8.2 Monies to be withdrawn from the Trust Capital Account for the purchase of Entitlement Land may only be withdrawn by means of a Trust Capital Land Acquisition Direction (the form of which direction appears as Appendix "I"), which has been executed by a majority of the Trustees named in the most recent Trustees' Certificate in the possession of the Institution.
- 8.3 Monies to be withdrawn from the Trust Capital Account for distributing Annual Income from the Trust Capital Account to the Tribal Expense Account or the Trust Development

Account may only be withdrawn by means of a Trust Capital Account Annual Income Direction (the form of which direction appears as Appendix "J"), which has been executed by a majority of the Trustees named in the most recent Trustees' Certificate in the possession of the Institution.

- 8.4 Monies to be withdrawn from the Trust Capital Account for the purchase of Authorized Investments may only be withdrawn by means of a Trust Capital Account Investment Direction (the form of which direction appears as Appendix "K"), which has been executed by a majority of the Trustees named in the most recent Trustees' Certificate in the possession of the Institution.
- 8.5 Monies to be withdrawn from the Trust Development Account may only be withdrawn by means of a Trust Development Account Direction (the form of which direction appears as Appendix "L"), which has been executed by a quorum of the Council.
- 8.6 Monies to be withdrawn from the Tribal Expense Account may only be withdrawn by means of a Tribal Expense Account Direction (the form of which direction appears as Appendix "M") to be delivered to the Institution and which is executed:
- (a) In the case of payment of any Authorized Expense in an amount exceeding Five Hundred (\$500.00) Dollars, by two (2) of the Trustees named in the most recent Trustees' Certificate in the possession of the Institution; and
  - (b) In any other case, by one (1) of the Trustees named in the most recent Trustees' Certificate in the possession

of the Institution.

8.7 Monies to be withdrawn from the Tribal Expense Account for the purchase of Authorized Investments may only be withdrawn by means of a Tribal Expense Account Investment Direction (the form of which direction appears as Appendix "N"), which has been executed by a majority of the Trustees named in the most recent Trustees' Certificate delivered to the Institution.

8.8 Notwithstanding the foregoing and, in particular, Article 3 hereof:

- (a) The Beneficiary hereby irrevocably authorizes and directs the Trustees to direct the Institution to pay to the law firm of Keyser, Harris in Winnipeg, Manitoba, the solicitors for the First Nation, the sum of Five Hundred Thousand (\$500,000.00) Dollars from the Trust Capital Account in accordance with Article 7.3 of the Settlement Agreement. The Institution shall make payment in accordance with this Article upon delivery to it of the Trust Capital Account Direction regarding Solicitor's Fees (the form of which direction appears as Appendix "O"), which Direction shall be delivered to the Institution by the Trustees within ten (10) days of the date upon which the first instalment of the Federal Payment referred to in Article 2.2 of the Settlement Agreement is made;
- (b) The Trustees may, in any Year, transfer from the Trust Capital Account by way of a Trust Capital Account Annual Income Advance Direction (the form of which direction appears as Appendix "P") duly executed by a majority of the Trustees as an advance of Annual Income the following

amounts:

- (i) in the case of the Tribal Expense Account, an amount not to exceed One Hundred and Fifty Thousand (\$150,000.00) Dollars to permit payment of Authorized Expenses; and
- (ii) in the case of the Trust Development Account, an amount not to exceed One Hundred and Twenty Thousand (\$120,000.00) Dollars for each of the first three (3) years after the signing of this Agreement, and not to exceed Sixty Thousand (\$60,000.00) Dollars in any years thereafter, for the purposes set out in Article 6;

provided that any amounts so advanced shall be repaid to the Trust Capital Account from the Annual Income earned in that year to be disbursed in accordance with this Agreement.

- 8.9 The Trustees shall maintain a chronological register of all original resolutions authorizing disbursement of Trust Property at the offices of the administration of the Trust, which register shall be available for the examination by any Tribal Member and by the auditor.
- 8.10 Subject to Articles 8.1 through 8.8 inclusive, the Trustees and the Council shall execute and deliver to the Institution any document in writing requested by the Institution which is necessary or appropriate in the opinion of the Institution for the administration of the Trust Property or the operation of the Trust Capital Account, Tribal Expense Account or Trust Development



Account in particular, and notwithstanding the generality of the foregoing, the Trustees shall provide to the Institution a Trustees' Certificate (the form of which certificate appears as Appendix "Q") immediately following any election or replacement of one or more Trustees.

- 8.11 The Trustees and the Council shall enter into agreements with the Institution regarding the operation of the Trust Capital Account, Tribal Expense Account and Trust Development Account respectively, which agreements shall contain at least the provisions of this Article and a copy of this Agreement shall be attached for identification purposes.
- 8.12 (a) For greater certainty, monies withdrawn from the Tribal Expense Account for the purchase of Authorized Investments shall be and shall be deemed to be an advance by the Beneficiary to the Trustees of an interest free loan of such monies for the remaining term of this Agreement.
- (b) The Trustees may cause registration of the ownership of any Authorized Investments to be in the name of the Trustees.
- (c) The Trustees may in their sole and absolute discretion at any time, and from time to time, repay and re-borrow the amounts advanced or deemed to be advanced by the Beneficiary to the Trustees under Articles 7.2, 7.6 and 8.12 as an interest free loan for the remaining term of this Agreement.

**ARTICLE 9:        POWERS OF TRUSTEES**

9.1        In addition to such other duties and powers of the Trustees as are set out in this Agreement and subject to the restrictions herein, the Trustees are authorized and empowered to:

(a)    Make any investment, acquisition, expenditure, disposition, contract, arrangement or transaction whatsoever, which a person absolutely and beneficially entitled to the Trust Property would have had power or right to effect or to concur in effecting, to the extent that the Trustees shall have, in relation to the Trust Property, all the powers and rights of a beneficial owner, but subject always to the disposition provisions and trusts created hereunder and provided that the Trustees shall always exercise such powers and rights in good faith in what the Trustees believe are in the best interests of the First Nation:

(i)        to make investments without being limited to investments authorized by law for Trustees, and the Trustees may make any investments, without regard for diversification, which in their uncontrolled discretion they consider advisable, and the Trustees shall not be liable for any loss that may happen in connection with any such investment made by them in good faith;

(ii)       to sell, exchange, call in, convert, any or all of the investments which the Trustees may originally make and invest and reinvest them as the Trustees in their uncontrolled

discretion consider advisable;

- (iii) to borrow money for the purposes of the Trust at such time, in such amounts and at such rates of interest and upon such terms and conditions as they may consider advisable;
- (iv) if at any time and for so long as any real and leasehold property shall form part of the Trust Property, to let or lease any such real or leasehold property from month to month, year to year or for any term of months or years subject to such covenants and conditions as the Trustees shall consider advisable, to accept surrenders of leases and tenancies, and to enter into agreements with Council for the management of the property and to give any options with respect to such property or properties as they consider advisable;
- (v) in connection with any company or corporation in which the Trustees may at any time hold shares or obligations, the Trustees are authorized to take up the proportion of any increased capital to which as holders of such shares or obligations they may be entitled and also to purchase any additional shares or obligations in such company or corporation; to concur in any arrangement for the release, modification or variation of any rights, privileges or liabilities attached to the shares or obligations; to join in any plan for the reconstruction or reorganization of such company or corporation or for the amalgamation

of such company or corporation with any other company or corporation or for the sale of the assets of such company or corporation or any part thereof and in pursuant of such plan, to accept any shares or obligations of such company or corporation or any other company or corporation in lieu of or in exchange for the shares or obligations held by the Trustees in such company or corporation; to concur in any arrangement for the winding up or dissolution and distribution of the assets of such company or corporation; and to enter into any pooling or other agreement in connection with shares or obligations held by the Trustees in such company or corporation and in case of sale thereof, to give any options they consider advisable; the Trustees may cause to be elected any person, including the Trustees themselves and including the Beneficiary hereof to any office or directorship of any corporation in which the Trust is interested and in the event that any Trustee shall serve on any such office or directorship and be paid remuneration for such services, such remuneration shall not reduce the compensation to which they are otherwise entitled as Trustees; and where the Trustees hold sufficient shares which directly or indirectly give them control of such company or corporation, they may, in their uncontrolled discretion as they consider advisable, cause and bring about any plan or arrangement or transaction hereinbefore described in this Article or authorized by the corporate



legislation governing such company or corporation; and

- (vi) to make, or refrain from making in their uncontrolled discretion, any election, determination, or designation permitted by a statute or regulation of Canada or a legislature, and such exercise of discretion by the Trustee shall be final and binding upon the Beneficiary, provided that the Trustees shall not act so as to confer a tax advantage upon a Tribal Member, or a Corporation owned by the First Nation at the expense of the Beneficiary;
- (b) To establish the Trust Capital Account, Tribal Expense Account and the Trust Development Account with the Institution and make such arrangements governing banking procedures as are consistent with this Agreement;
- (c) To make and amend, from time to time, such rules as they deem appropriate and reasonable to govern their procedures, provided that such rules shall not be inconsistent with this Agreement or any laws which govern Trustees generally;
- (d) To maintain the Resolution register referred to in Article 8.9 and a written record of all decisions taken and certificates issued by the Trustees and to make these records available to Council and Tribal Members on request;
- (e) To maintain adequate records of all transactions through the Trust Capital Account and the Tribal Expense Account;

- (f) To execute all documents required by the Institution for the purpose of its administration of the Trust Property, the Tribal Expense Account and Trust Development Account;
- (g) The investments which the Trustees are authorized herein to make shall be called, for the purposes of this Agreement, Authorized Investments.

**ARTICLE 10: PURCHASE OF AUTHORIZED INVESTMENTS**

- 10.1 (a) The Trustees are authorized and empowered to invest monies on deposit in the Trust Capital Account or the Tribal Expense Account to purchase Authorized Investments;
- (b) The Trustees may direct the Institution to transfer funds from the Trust Capital Account for the Purchase of Authorized Investments by means of a Trust Capital Account Investment Direction (executed in the manner contemplated by Article 8.4) or from the Tribal Expense Account for the purchase of Authorized Investments by means of a Tribal Expense Account Investment Direction (executed in the manner contemplated by Article 8.7);
- (c) On receipt by the Institution of a duly executed Trust Capital Account Investment Direction or a Tribal Expense Account Investment Direction, as the case may be, the Institution shall, subject to the terms of any governing banking arrangements, permit the withdrawal of funds necessary to purchase the Authorized Investments by means of a cheque or bank draft made payable to the issuer of, or agent handling the sale of, the Authorized Investment;
- (d) The Trustees shall ensure that all Investment Instruments

are delivered for safekeeping to the Institution, to be held by the Institution for the Trustees as a common depository for the same;

- (e) Authorized Investments may be disposed of by the Trustees providing to the Institution a Release Direction from the Trustees (the form of which direction appears as Appendix "R"). Upon receipt thereof, the Institution shall release and transfer the Investment Instruments in accordance with said Release Direction. The Trustees shall ensure all funds received from the disposition of the Authorized Investments shall be deposited by the Institution on behalf of the Trustees to the Trust Capital Account or the Tribal Expense Account, as the case may be.

**ARTICLE 11: APPOINTMENT OF INITIAL TRUSTEES**

11.1 The First Nation hereby appoints:

- (a) Eugene Peterson;
- (b) Max Merrick; and
- (c) Joanne Longclaws

as initial Trustees.

11.2 The initial Trustees shall hold office until the election of Trustees set out in paragraph 11.3(g).

11.3 Subject to Article 11.4, during the said period, the initial Trustees shall exercise the powers conferred on Trustees pursuant to Article 9 and in particular shall:

- (a) Establish the Trust's accounts at the Institution and make arrangements governing banking procedures pursuant to paragraph 9.1(c);
  - (b) Establish rules and procedures pursuant to paragraph 9.1(d);
  - (c) Establish a register as required in paragraph 9.1(e);
  - (d) Execute and deliver the Trust Capital Account Direction Regarding Solicitor's Fees pursuant to paragraph 8.8(a);
  - (e) Do all such other things and execute such documents as may be required by the Institution for the purpose of administering the Trust which are consistent with this Agreement;
  - (f) Establish a procedure for the selection of the Independent Trustees pursuant to Article 12.3;
  - (g) Establish a procedure for the election of Trustees pursuant to Article 12.4; and
  - (h) Cause an election to be held in accordance with that procedure within ninety (90) days of the date on which the Settlement Agreement comes into force.
- 11.4 Notwithstanding the generality of Article 11.3, the initial Trustees shall not select or acquire Entitlement Land and the operation of Article 4 herein shall be suspended until the election of Trustees pursuant to paragraph 11.3(g) has occurred.
- 11.5 Notwithstanding paragraph 14.1(g), all meetings of the



initial Trustees shall be held on the Long Plain First Nation Reserve.

**ARTICLE 12: ELECTION AND TERM OF OFFICE OF TRUSTEES**

- 12.1 Subject to Articles 11 and 12.5, each Trustee shall serve a term of four (4) years.
- 12.2 Except for the period pending the filling of a vacancy and subject to Article 11.1, there shall be at all times seven (7) Trustees in office of which:
- (a) One (1) shall be elected by the Eligible Tribal Members ordinarily resident in the Brandon Area from amongst those Eligible Tribal Members ordinarily resident in that Area;
  - (b) One (1) shall be elected by the Eligible Tribal Members ordinarily resident in the Portage la Prairie/Winnipeg Area from amongst those ordinarily resident in that Area;
  - (c) Four (4) shall be elected by the Eligible Tribal Members ordinarily resident on the Long Plain First Nation Reserve from amongst those ordinarily resident on that Reserve;
  - (d) One (1) shall be an Independent Trustee selected by the other six (6) Trustees.
- 12.3 The initial Trustees shall establish the procedure for the selection of the Independent Trustee.
- 12.4 The initial Trustees shall establish the procedure for the election of Trustees other than the Independent

Trustee, which shall be consistent with the procedure followed by the First Nation for the election of its Council as that procedure may from time to time exist.

12.5 Notwithstanding Article 12.1, the first Trustees elected from the Portage la Prairie Area/Winnipeg Area and Brandon Area shall hold office only for a period of two (2) years. Trustees subsequently elected from these Areas shall hold office for periods of four (4) years as otherwise provided herein.

12.6 All Trustees shall, prior to assuming office, consent in writing to a criminal records check by or through the R.C.M.P. for the purpose of determining whether the Trustee has been convicted of an offence under Parts III, V, VIII, IX, X or XII of the Criminal Code, R.S.C. 1985, Chap. C-4G and amendments thereto, the Narcotic Control Act, R.S.C. 1985, Chap. N-1 and amendments thereto, or the Food and Drug Act, R.S.C. 1985, Chap. F-27 and amendments thereto. In the event a Trustee has been convicted of an offence in respect of any of the legislation above referred to, that Trustee shall not be entitled to take office.

#### **ARTICLE 13: REPLACEMENT OF TRUSTEES**

13.1 A Trustee shall serve until his or her term expires or until he or she:

(a) Dies; -

(b) Resigns;

(c) Is bankrupt or is convicted of an offence involving the

Trust Property or the exercise of his or her responsibilities as a Trustee or any of the offenses set out in Article 12.6 hereof;

- (d) Is declared by a court to be mentally incompetent;
- (e) Is required to resign by a resolution of the Trustees signed by the other six (6) Trustees;
- (f) Fails to attend three (3) consecutive meetings of the Trustees of which meetings he or she has received notice;
- (g) Fails to disclose his or her interest in a material contract in accordance with articles 16.1 and 16.2 of this Agreement or votes on any resolution contrary to Article 16.3 of this Agreement;
- (h) Ceases to be ordinarily resident in the Area for which he or she was elected;
- (i) Is elected to the Council; or
- (j) Resigns by delivery of a notice in writing to the other Trustees indicating an effective resignation date of no less than fourteen (14) days next following delivery;

in which case the Trustee affected shall automatically cease to be a Trustee.

- 13.2 If a vacancy among the Trustee occurs, either by the expiration of the term of the Trustee or otherwise, it shall be fulfilled by the Trustees then remaining as soon as reasonably possible, but in any event within thirty (30) days of the date the vacancy occurs. Such Trustee

shall serve for the remaining term of the Trustee who has retired or resigned or has been deemed to have vacated office by virtue of Article 13.1.

13.3 Any Trustee appointed after the execution hereof, whether in substitution or replacement of a Trustee shall, prior to such appointment being effective, agree to become a party to, and be bound by, the terms and conditions hereof.

13.4 The Trustees may make and adopt special rules governing residence and disqualification due to residence of the Trustees for tax purposes and where a Trustee fails to meet these special rules, such Trustee may be replaced.

#### **ARTICLE 14: CONDUCT OF MEETINGS**

14.1 The conduct of all meetings of Trustees shall be governed by the following:

- (a) The quorum for meetings of Trustees shall be four (4) Trustees except for meetings of initial Trustees for which a quorum shall be two (2);
- (b) The Trustees may hold meetings where some of the Trustees may be present or attending by telephone or other communication facility which permits each Trustee to communicate with all other Trustees. Where a majority of the Trustees participating in the meeting are physically on a Reserve, the meeting shall be deemed to have been held on a Reserve.
- (c) At the first meeting held in each year, the Trustees shall select a Chairman from among themselves but not



including the Independent Trustee, who shall serve as Chairman for that year;

- (d) All decisions and actions of the Trustees shall require four (4) votes of the Trustees at a duly convened meeting except for decisions and actions of the initial Trustees which shall require two (2) votes of the Trustees;
- (e) Minutes of decisions taken at all Trustee meetings shall be recorded in writing and such record signed by those Trustees present at the meeting or participating by conference telephone;
- (f) Meetings of the Trustees can be open or closed to Tribal Members as the Trustees in their discretion may decide provided that no less than two (2) meetings of the Trustees each Year shall be open to Tribal Members, the first of which shall be held within one hundred and twenty (120) days of the last day of each Year, at which meeting the Trustees shall table and discuss the annual consolidated trust audit;
- (g) Meetings of the Trustees shall be held at such place on the Long Plain First Nation Reserve or any other Reserve as the Trustees may determine provided that the Trustees must meet at least four (4) times per year. Meetings may be held at a place off a Reserve as determined by the Trustees only if at the close of such meeting a majority of the Trustees' meetings held in the year will have been held on a Reserve.
- (h) All Trustees shall be given fourteen (14) days advance written notice of the place, date and time of every meeting, unless all Trustees agree to shorter notice and,

with respect to meetings of the Trustees open to Tribal Members, fourteen (14) days notice shall be posted in the office of administration of the Trust and the Council;

- (i) All Trustees shall maintain notice of a current residence address at the place of administration of the Trust and notice to that address shall be good and sufficient notice for all purposes of this Agreement;

**ARTICLE 15:      AUDIT REQUIREMENTS**

- 15.1      Each year the Trustees shall appoint an auditor with qualification as a chartered accountant, certified general accountant or certified management accountant and licensed in Manitoba and cause to be conducted a once annual consolidated trust audit of the Trust Capital Account, the Tribal Expense Account and the Trust Development Account in accordance with generally accepted accounting principles and the auditor so appointed shall also certify that all expenditures in all three (3) accounts were for purposes approved by this Agreement and were properly authorized in accordance with the requirements of this Agreement.
- 15.2      The Trustees, at the expense of the Beneficiary, shall engage the auditor to submit his written report on the financial statements for each Year for all three (3) accounts to the Trustees and the Council within ninety (90) days of the last day of each Year End.
- 15.3      The Trustees shall provide the First Nation through its Council with:
  - (a) A certified copy of the minutes of each meeting of the

Trustees; and

- (b) A copy of all ledgers, registers and documents or recordings of transactions affecting the Trust Property as and when requested by Council from time to time.

15.4 Not less than two (2) Trustees shall attend meetings of the Tribal Members and Council meetings when requested by Council and shall report on the administration of the Trust Property in relation to the purposes of the Trust.

15.5 Any Tribal Member, at the expense of the Beneficiary, shall be entitled to receive a copy of the annual consolidated trust audit on request from the Trustees and without charge.

#### ARTICLE 16: CONFLICT OF INTEREST

16.1 A Trustee who:

- (a) Is a party or is related by blood or by marriage to a party to a material contract or proposed material contract of the Trustees entered into or to be entered into in accordance with this Agreement; or
- (b) Is a director, an officer or a principal or is related by blood or marriage to a person who is a sole proprietorship or a partner in a partnership which is a party to a material contract or proposed material contract entered into in accordance with this Agreement, shall disclose in writing to the Trustees or request to have entered into the minutes of a meeting or meetings of Trustees the nature and extent of his interest.

- 16.2        The said disclosure required of a Trustee shall be made:
- (a)    At the meeting at which a proposed contract is first considered by the Trustee;
  - (b)    If the Trustee was not then interested in a proposed contract, at the first meeting after he becomes so interested;
  - (c)    If the Trustee becomes interested after a contract is made, at the first meeting after he becomes so interested; or
  - (d)    If a person who is interested in a contract later becomes a Trustee, at the first meeting after he becomes a Trustee.
- 16.3        A Trustee described in Article 16.1 may not vote on any resolution to approve the contract but may participate in any discussion of the contract.
- 16.4        For purposes of this Article, a general notice to the Trustees by a Trustee declaring his interest in a material contract as provided for in Article 16.1 is a sufficient declaration of interest in relation to any contract so made.
- 16.5        A material contract involving this Agreement between the Trustees and one (1) or more of the Trustees, or between the Trustees and a company or organization of which one or more of the Trustees is a partner, shareholder, director or officer, or in which one or more of the Trustees has a material interest, is neither void nor voidable by reason of that relationship or by reason only



that a Trustee with an interest in the contract is present at or is counted to determine the presence of a quorum at a meeting of Trustees that authorized the contract if the Trustee disclosed his interest as required above and the contract was approved by the Trustees and was reasonable and fair to members of the Band at the time it was approved.

**ARTICLE 17:      AMENDMENT**

17.1      Subject to Article 3.2, this Agreement may be amended by written agreement between the Council and the Trustees, provided that:

- (a)      There shall be no amendment of this Agreement for a period of three (3) years from the date hereof; and
- (b)      The signing and delivery of any such amending agreement shall not be effective until ratified by the Eligible Tribal Members.

17.2      Such ratification shall be conducted in accordance with the voting procedures established in Article 18 hereof.

**ARTICLE 18:      VOTING PROCEDURE**

18.1      The Trustees shall establish a procedure for the taking of any vote of the Eligible Tribal Members required or authorized under this Agreement which procedure shall be consistent with the Ratification Procedure which is attached as Schedule "B" to the Settlement Agreement and shall provide:

- (a)      That all votes shall be by secret ballot;

- (b) For reasonable written notice to all Eligible Tribal Members of the date, time and place of the vote and the question to be voted upon;
- (c) That each Eligible Tribal Member entitled to vote shall have a reasonable opportunity to vote; and
- (d) That the question voted upon shall be determined by a majority of those casting their vote, provided that in the case of a vote taken with respect to a proposed amendment to this Agreement as required by not less than a majority of a majority of the Eligible Tribal Members entitled to vote.

**ARTICLE 19: NOTICE**

19.1 Whenever in this Agreement it is required that notice be given or served by any party to or on the others, such notice shall be given or served in writing by delivering it personally or by forwarding it by registered mail to:

- (a) the First Nation at the following address:

Long Plain First Nation  
Edwin Post Office  
Edwin, Manitoba  
R0H 0G0

- (b) The Trustees in care of the current address of each Trustee as recorded pursuant to paragraph 14.1(i);

19.2 Any notice or communication shall be sufficient if delivered personally, or if delivered by registered mail, postage prepaid, addressed as set forth above, and shall be effective on delivery if delivered personally or on

the fourth (4th) business day after mailing, if mailed. In the event of an anticipated or actual stopping of postal service, registered mail shall not be used.

**ARTICLE 20:      LIMITATION ON LIABILITY**

20.1      Without limiting the powers herein granted, the Trustees shall not be liable or accountable for:

(a) Any loss or damage resulting from the exercise of the discretion or the refusal to exercise a discretion either alone or together with the other Trustees; or

(b) Any loss of Trust Property

provided that every Trustee in exercising his powers and discharging their duties

(c) Acts honestly and in good faith with a view to the best interest of the Trust;

(d) Exercises the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances; and

(e) Does not act for his own personal benefit.

20.2      Without limiting the generality of Article 20.1, no Trustee shall be in breach of any duty in respect of the Trust whether fiduciary or otherwise or be held liable, answerable or accountable whether for a private profit, or damages or otherwise for any of the following reasons:

(a) The Trustees carried on a competing venture with any

business carried on by this Trust; or

- (b) The Trustee in his own right directly or indirectly owned, acquired, disposed of or failed to acquire or dispose of shares or other securities in any corporation or venture in which the Trust also owned shares or other securities.

**ARTICLE 21: OTHER PROVISIONS**

- 21.1 Wherever this Agreement requires that notice of a meeting be given to the Tribal Lodge and/or the Eligible Tribal Members:
  - (a) Such notice shall be in writing and shall be posted and displayed clearly both inside and outside the Council Office and the place of administration of the Trust not less than fourteen (14) days before the day on which the meeting is to be held and throughout the notice period; and
  - (b) Mailed by ordinary mail or delivered to each Eligible Tribal Member at his or her last known address at least fourteen (14) days before the day on which the meeting is to be held.
- 21.2 The Trustees may establish procedures for the conduct of meetings of the Tribal Lodge referred to herein and open meetings of the Trustees.
- 21.3 All meetings of the Tribal Lodge held pursuant to this Agreement shall be open to all Tribal Members.
- 21.4 This Agreement shall in all respects be construed under



and regulated by the laws of the Province of Manitoba, and the parties agree that at all times the principal place of administration of the Trust shall be the Long Plain Indian Reserve #6.

- 21.5 The term of this Agreement shall commence on the date of execution of this Agreement and shall terminate December 31, 2019, on which date the Trust Property shall be transferred to the Beneficiary.
- 21.6 Any Trustee ("Off-Reserve Trustee") not resident on a Reserve shall at all times maintain such agent or agents resident on a Reserve with sufficient authority to accept service of any civil process respecting the trusts created hereunder. In the absence of a designation by an Off-Reserve Trustee of another person as agent, any and all Trustees resident on a Reserve shall be the agent of such Off-Reserve Trustee.
- 21.7 The First Nation hereby nominates, appoints, and authorizes the Council to do all things, make all decisions and receive and lend all monies on behalf of the First Nation as called for by this Agreement.
- 21.8 The Trustees hereby attorn to the jurisdiction of the courts of the judicial subdivision from time to time encompassing the Long Plain Indian Reserve #6.
- 21.9 The Trust and its office shall be located on the Long Plain Indian Reserve #6, in the Province of Manitoba.
- 21.10 All civil actions respecting the creation, administration, execution and enforcement of the trusts created by this Trust Indenture shall be brought against,

and served only on the Trustees at the Long Plain First Nation #6 Reserve.

- 21.11 The headings are inserted solely for convenience and shall not control or affect the meaning or construction of any part of this Agreement.
- 21.12 Words herein in the singular include the plural and words herein in the plural include the singular.
- 21.13 Words importing male persons include female persons and corporations.
- 21.14 Any resolution of the Council required for the purposes of this Agreement shall be passed at a meeting of the Council held in accordance with the procedures prescribed by the Indian Act and the regulations made thereunder.
- 21.15 No member of the House of Commons or the Senate may be admitted to any share of this Agreement or any benefit to arise therefrom.
- 21.16 The following Appendices form part of the Agreement:
- Appendix "A" Map Describing Trustees' Areas;
- Appendix "B" Customs Council;
- Appendix "C" Certificate of Trustees Regarding Eligible Entitlement Land;
- Appendix "D" Band Council Resolution Consenting to the Acquisition of Eligible Entitlement Land;

Appendix "E"	Band Council Resolution Declining to Consent to the Acquisition of Eligible Entitlement Land;
Appendix "F"	Results of Vote Report;
Appendix "G"	Tariff of Trustees' Honoraria and Disbursements;
Appendix "H"	Trustees' Certificate of Permitted Purposes;
Appendix "I"	Trust Capital Account Land Acquisition Direction;
Appendix "J"	Trust Capital Account Annual Income Direction;
Appendix "K"	Trust Capital Account Investment Direction;
Appendix "L"	Trust Development Account Direction;
Appendix "M"	Tribal Expense Account Direction;
Appendix "N"	Tribal Expense Account Investment Direction;
Appendix "O"	Trust Capital Account Direction Regarding Solicitor's Fees;
Appendix "P"	Trust Capital Account Annual Income Advance;

Appendix "Q" Trustees' Certificate;

Appendix "R" Release Direction.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the 3rd day of AUGUST , 1994.

Long Plain First Nation  
as represented by Chief  
Council

*[Signature]*  
Witness

*[Signature]*  
Witness

*[Signature]*  
Witness

*[Signature]*  
Witness

*[Signature]*  
Witness

X *[Signature]*  
Chief

*[Signature]*  
Councillor

*[Signature]*  
Councillor

*[Signature]*  
Councillor

*[Signature]*  
Councillor

Trustees of the Long Plain First  
Nation Entitlement Trust Agreement:

*[Signature]*  
Witness

*[Signature]*  
Witness

*[Signature]*  
Witness

*[Signature]*  
EUGENE PETERSON

*[Signature]*  
JOANNE LONGCLAWS

*[Signature]*  
MAX MERRICK



CANADA  
PROVINCE OF MANITOBA  
TO WIT:

)  
)  
)

AFFIDAVIT OF EXECUTION

I, \_\_\_\_\_, of the \_\_\_\_\_ of  
in the Province of Manitoba,  
, Make OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see  
, named in the within instrument, who is  
personally known to me to be the person named therein, duly sign  
and execute the same for the purposes named therein.

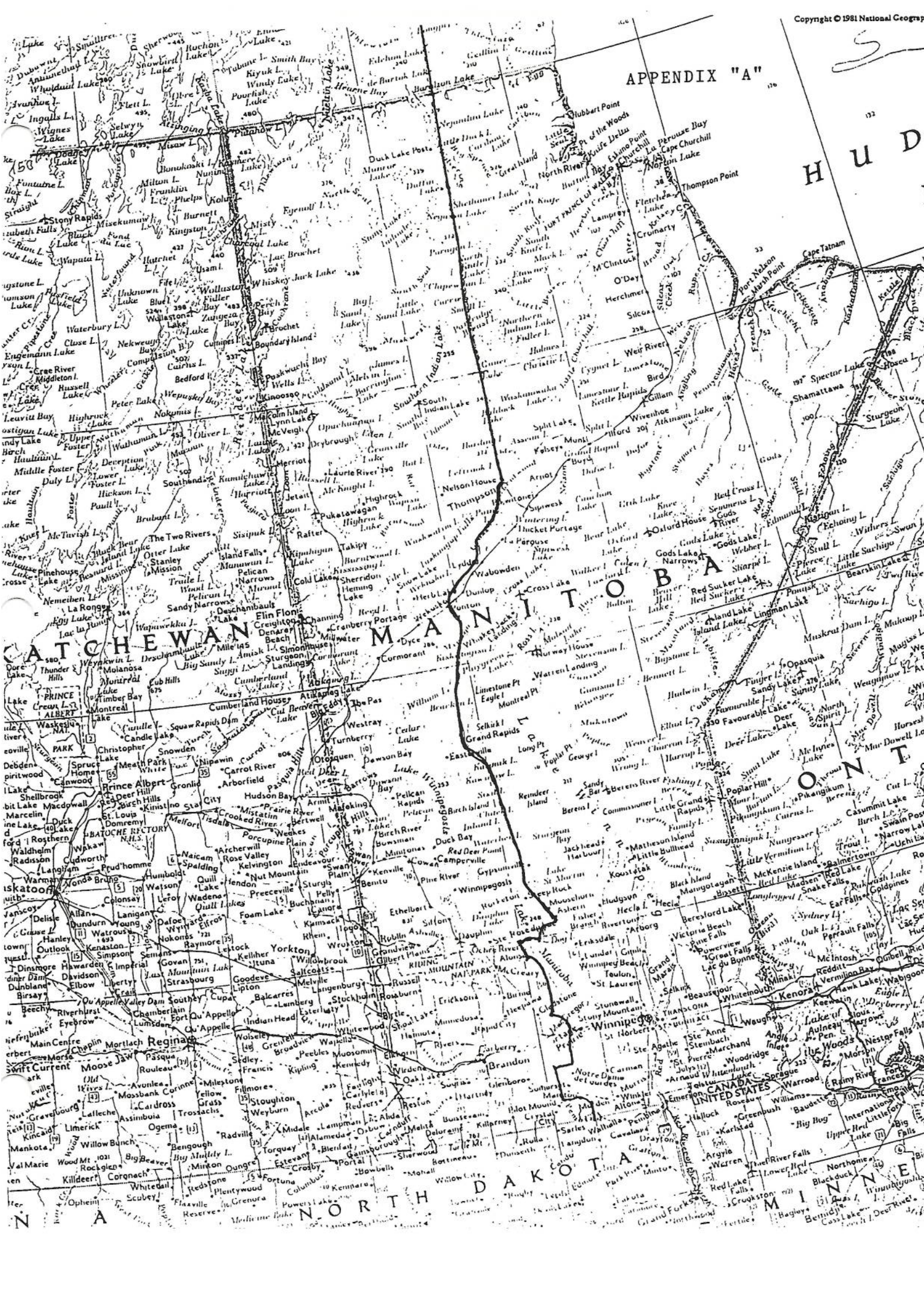
2. THAT the same was executed at the \_\_\_\_\_ of  
, in the Province of Manitoba, on the day of,  
A.D. 199-, and that I am the subscribing witness thereto.

3. THAT I know the said, and he/she is in my belief of the full  
age of eighteen years or more.

SWORN BEFORE ME at the \_\_\_\_\_ )  
of \_\_\_\_\_, in \_\_\_\_\_ )  
the Province of Manitoba, \_\_\_\_\_ )  
this \_\_\_\_\_ day of \_\_\_\_\_, )  
A.D. 199 -. )

A Commissioner for Oaths in  
and for the Province of  
Manitoba.  
My Commission expires:  
AND/OR BEING A SOLICITOR.







## APPENDIX "B"

### CUSTOMS COUNCIL

CLANS	REPRESENTATIVES
Assiniboine, Paul and Rose	Feralin Assiniboine
Jack Beatty	Sherman Beatty
Daniels, Donald and Grace	Darrell Daniels
James Daniels	Laverne Daniels or Du-Wayne Daniels
Eva Francis	Selma Francis
George Hobson	Trudy Hobson
Yellowquill/ Houle	Elvis Houle
John La Porte	William La Porte
Alfred Longclaws	Jo'Anne Longclaws
Phillip Longclaws	Tony Longclaws
Jean Meeches	Debbie Meeches
Ted Meeches	Rodney Meeches
Art Meeches	Vernon Meeches
Angus Merrick	Evelyn Merrick Belcher
Edna Merrick	Warren Merrick
Louie Myran Sr.	Kevin Myran
Tony Myran	Joe Myran
George Myran	
Florence Myran	Katie Peters
Clara Paul	Barb Cameron
Andrew Perswain Sr.	Andy Perswain Jr.
Violet Peters	Ivy Myran
Isabel Peters	May Peters
Wallace Peters	Ron Peters
Doreen Prince	Larry Prince
John Smith	
Elsie Wescoupe	Ashley Wescoupe
Grant Woods	Marjorie Pelletier
Harry Myerion	Robert Myerion
Ron Woods	Jo'Anne Meeches
Elsie Beauchamp	Kathy Myran

APPENDIX "C"

CERTIFICATE OF TRUSTEES REGARDING  
ELIGIBLE ENTITLEMENT LAND

TO: The Council

RE: Long Plain First Nation Trust Agreement made \* , 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees" , OF THE SECOND PART, (the "Agreement")

REFERENCE is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

REFERENCE is further made to paragraph 4.1(j) of the Agreement.

PURSUANT TO PARAGRAPH 4.1(j), this is to certify that the acquisition of the within described eligible Entitlement Land will benefit the First Nation and be in its best interests:

(set out description using attachments if necessary)

We therefore request your consent to the acquisition of the said eligible Entitlement Land.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

The Trustees:

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee



**APPENDIX "D"**

**BAND COUNCIL RESOLUTION CONSENTING TO THE  
ACQUISITION OF ELIGIBLE ENTITLEMENT LAND**

**TO:** The Trustees

**RE:** Long Plain First Nation Trust Agreement made \* , 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees" , OF THE SECOND PART, (the "Agreement")

---

**REFERENCE** is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

**REFERENCE** is further made to paragraph 4.1(j) of the Agreement.

**WHEREAS** the Trustees have certified that the acquisition of the eligible Entitlement Land described herein would benefit the First Nation and be in its best interests;

**THE COUNCIL HEREBY RESOLVES AS FOLLOWS:**

**BE IT RESOLVED THAT THE COUNCIL DOES HEREBY CONSENT TO THE ACQUISITION OF THE ELIGIBLE ENTITLEMENT LAND.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 199\_.

The Council:

\_\_\_\_\_  
Chief

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

(set out description using attachments if necessary)

We therefore request your consent to the acquisition of the said eligible Entitlement Land.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

The Trustees:

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

**APPENDIX "E"**

**BAND COUNCIL RESOLUTION DECLINING TO CONSENT  
TO THE ACQUISITION OF  
ELIGIBLE ENTITLEMENT LAND**

**TO:** The Trustees

**RE:** Long Plain First Nation Trust Agreement made \* , 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees" , OF THE SECOND PART, (the "Agreement")

**REFERENCE** is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

**REFERENCE** is further made to paragraph 4.1(k) of the Agreement.

**WHEREAS** the Trustees have certified that the acquisition of the eligible Entitlement Land described herein would benefit the First Nation and be in its best interests;

**THE COUNCIL HEREBY RESOLVES AS FOLLOWS:**

**BE IT RESOLVED THAT THE COUNCIL DOES HEREBY DECLINE TO CONSENT TO THE ACQUISITION OF THE ELIGIBLE ENTITLEMENT LAND FOR THE FOLLOWING REASONS:**

(use attachment if necessary)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 199\_.

The Council:

\_\_\_\_\_  
Chief

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

**APPENDIX "F"**

**RESULTS OF VOTE REPORT**

**TO:** The Council

**RE:** Long Plain First Nation Trust Agreement made \* , 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \* , \* , and \* , as "Trustees" , OF THE SECOND PART, (the "Agreement")

---

**REFERENCE** is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

**REFERENCE** is further made to paragraph 4.1(m) of the Agreement.

A **VOTE** of the Eligible Tribal Members seeking their direction with respect to the acquisition of the eligible Entitlement Land described in the attachment hereto was held on the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

**THE RESULTS OF THE VOTE ARE AS FOLLOWS:**

**TOTAL VOTES CAST:** \_\_\_\_\_

**VOTES IN FAVOUR OF ACQUISITION:** \_\_\_\_\_

**VOTES OPPOSED TO ACQUISITION:** \_\_\_\_\_

**PURSUANT TO PARAGRAPH 4.1(m), THESE RESULTS ARE BINDING ON THE COUNCIL AND THE TRUSTEES.**



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 199\_.

The Trustees:

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

## APPENDIX "G"

### TARIFF OF TRUSTEES' HONORARIA AND DISBURSEMENTS

Trustees shall be entitled to an honorarium and compensation for disbursements in an amount to be established by the Trustees subject to the approval of the Tribal Lodge at a meeting called by the Trustees for that purpose within sixty (60) days of the signing of this Agreement.

Trustees shall be entitled to be compensated for reasonable expenses reasonably incurred in the discharge of their duties herein based upon the following criteria:

- (a) automobile mileage: \$                      per kilometre
- (b) meals:
  - (i) breakfast: \$
  - (ii) lunch: \$
  - (iii) supper: \$
- (c) other reasonable expenses which were reasonably incurred from time to time.

Receipts shall be provided by each Trustee to substantiate each expense and no recompense shall be provided without such receipts.

APPENDIX "H"

TRUSTEES' CERTIFICATE OF PERMITTED PURPOSES

TO: The Long Plain First Nation

RE: Long Plain First Nation Trust Agreement made \*, 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART and \*, \*, and \*, as "Trustees", OF THE SECOND PART, (the "Agreement")

REFERENCE is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

REFERENCE is further made to paragraph 6.2(c) of the Agreement.

PURSUANT TO PARAGRAPH 6.2(c), this is to certify that the proposed project described herein is one permitted under paragraph 6.2(a).

DESCRIPTION OF THE PROJECT: (attach document setting out project if insufficient space)

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

The Trustees:

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

**APPENDIX "I"**

**TRUST CAPITAL ACCOUNT LAND ACQUISITION DIRECTION**

**TO:** The Institution

**RE:** Long Plain First Nation Trust Agreement made \*, 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees", OF THE SECOND PART, (the "Agreement")

---

**REFERENCE** is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

**REFERENCE** is further made to Article 8.2 and clauses 4.2(d)(i) and (ii) of the Agreement and to the Trust Capital Account of the Trustees.

**PURSUANT TO ARTICLE 8.2 AND CLAUSES 4.02(d)(i) and (ii), YOU ARE HEREBY AUTHORIZED AND DIRECTED** to make the payment as described below from the Trust Capital Account of the Trustees subject to the requirements of Article 8.2 and clauses 4.02(c)(i) and (ii) of the Agreement, namely:

Amount:

Cdn. \$ \_\_\_\_\_

Name of Solicitor:

\_\_\_\_\_

Method of Payment:

\_\_\_\_\_

Description of Land:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



AND FOR SO DOING this shall be your good, sufficient and irrevocable authority.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_\_

The Trustees:

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

**APPENDIX "J"**

**TRUST CAPITAL ACCOUNT ANNUAL INCOME DIRECTION**

**TO:** The Institution

**RE:** Long Plain First Nation Trust Agreement made \*, 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees", OF THE SECOND PART, (the "Agreement")

---

**REFERENCE** is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

**REFERENCE** is further made to Articles 5, 6 and 8.3 of the Agreement and to the Trust Capital Account of the Trustees.

**PURSUANT TO ARTICLES 5 AND 6, AS THE CASE MAY BE, AND ARTICLE 8.3, YOU ARE HEREBY AUTHORIZED AND DIRECTED** to make the transfer as described below from the Trust Account of the Trustees subject to the requirements of Articles 5 and 6, as the case may be, and Article 8 of the Agreement, namely:

Amount: Cdn. \$ \_\_\_\_\_

To the Tribal Expense Account: \_\_\_\_\_

To the Trust Development Account: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AND FOR SO DOING** this shall be your good, sufficient and irrevocable authority.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

The Trustees:

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

**APPENDIX "K"**

**TRUST CAPITAL ACCOUNT INVESTMENT DIRECTION**

**TO:** The Institution

**RE:** Long Plain First Nation Trust Agreement made \*, 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees", OF THE SECOND PART, (the "Agreement")

---

**REFERENCE** is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

**REFERENCE** is further made to Articles 8.4 and 9 of the Agreement and to the Trust Capital Account of the Trustees.

**PURSUANT TO ARTICLES 8.4 AND 9, YOU ARE HEREBY AUTHORIZED AND DIRECTED** to make the payment as described below from the Trust Capital Account of the Trustees subject to the requirements of Articles 8.4 and 9 of the Agreement, namely:

Amount:

Cdn. \$ \_\_\_\_\_

To or for the Credit of:

\_\_\_\_\_

Method of Payment:

\_\_\_\_\_

Description of Authorized Investment:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



AND FOR SO DOING this shall be your good, sufficient and irrevocable authority.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

The Trustees:

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

**APPENDIX "L"**

**TRUST DEVELOPMENT ACCOUNT DIRECTION**

**TO:** The Institution

**RE:** Long Plain First Nation Trust Agreement made \*, 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees", OF THE SECOND PART, (the "Agreement")

---

**REFERENCE** is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

**REFERENCE** is further made to Article 8.5 of the Agreement and to the Trust Development Account of the Council.

**PURSUANT TO ARTICLE 8.5, YOU ARE HEREBY AUTHORIZED AND DIRECTED** to make the payment as described below from the Trust Development Account of the Council subject to the requirements of Article 8.5 of the Agreement, namely:

Amount: Cdn. \$ \_\_\_\_\_

To or for the Credit of: \_\_\_\_\_

Method of Payment: \_\_\_\_\_

Description of Permitted \_\_\_\_\_

Purpose: \_\_\_\_\_

-

\_\_\_\_\_

AND FOR SO DOING this shall be your good, sufficient and  
irrevocable authority.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

The Council:

\_\_\_\_\_  
Chief

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

**APPENDIX "M"**

**TRIBAL EXPENSE ACCOUNT DIRECTION**

**TO:** The Institution

**RE:** Long Plain First Nation Trust Agreement made \* , 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees", OF THE SECOND PART, (the "Agreement")

---

**REFERENCE** is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

**REFERENCE** is further made to Article 8.6 of the Agreement and to the Tribal Expense Account of the Trustees.

**PURSUANT ARTICLE 8.6, YOU ARE HEREBY AUTHORIZED AND DIRECTED** to make the payment as described below from the Tribal Expense Account of the Trustees subject to the requirements of Article 8.6 of the Agreement, namely:

Amount: Cdn. \$ \_\_\_\_\_

To or for the Credit of: \_\_\_\_\_

Method of Payment: \_\_\_\_\_

Description of Authorized Expense: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



AND FOR SO DOING this shall be your good, sufficient and  
irrevocable authority.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

The Trustees:

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

**APPENDIX "N"**

**TRIBAL EXPENSE ACCOUNT INVESTMENT DIRECTION**

**TO:** The Institution

**RE:** Long Plain First Nation Trust Agreement made \*, 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees", OF THE SECOND PART, (the "Agreement")

---

**REFERENCE** is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

**REFERENCE** is further made to Article 8.7 of the Agreement and to the Tribal Expense Account of the Trustees.

**PURSUANT TO ARTICLE 8.7, YOU ARE HEREBY AUTHORIZED AND DIRECTED** to make the payment as described below from the Tribal Expense Account of the Trustees subject to the requirements of Article 8.7 of the Agreement, namely:

Amount: Cdn. \$ \_\_\_\_\_

To or for the Credit of: \_\_\_\_\_

Method of Payment: \_\_\_\_\_

Description of Authorized Investment: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

AND FOR SO DOING this shall be your good, sufficient and  
irrevocable authority.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

The Trustees:

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

**APPENDIX "O"**

**TRUST CAPITAL ACCOUNT DIRECTION REGARDING SOLICITOR'S FEES**

**TO:** The Institution

**RE:** Long Plain First Nation Trust Agreement made \*, 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees", OF THE SECOND PART, (the "Agreement")

---

**REFERENCE** is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

**REFERENCE** is further made to Article 8.8 of the Agreement and to the Trust Capital Account of the Trustees.

**PURSUANT TO ARTICLE 8.8, YOU ARE HEREBY AUTHORIZED AND DIRECTED** to make the payment as described below from the Trust Capital Account of the Trustees subject to the requirements of Article 8.8 of the Agreement, namely:

**Amount:** Cdn. \$ \_\_\_\_\_

**To or for the Credit:** \_\_\_\_\_

**Method of payment:** \_\_\_\_\_

**AND FOR SO DOING** this shall be your good, sufficient and irrevocable authority.



DATED this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

The Trustees:

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

APPENDIX "P"

TRUST CAPITAL ACCOUNT ANNUAL INCOME ADVANCE

TO: The Institution

RE: Long Plain First Nation Trust Agreement Made \*, 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees", OF THE SECOND PART, (the "Agreement")

---

REFERENCE is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

REFERENCE is further made to paragraph 8.8(b) of the Agreement and to the Trust Capital Account of the Trustees.

PURSUANT TO Paragraph 8.8(b), YOU ARE HEREBY AUTHORIZED AND DIRECTED to make the transfer as described below from the Trust Capital Account of the Trustees subject to the requirements of paragraph 8.8(b) of the Agreement, namely:

To the Trust Development Account:

Amount: \_\_\_\_\_

To the Tribal Expense Account:

Amount: \_\_\_\_\_

Method of Transfer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AND FOR SO DOING this shall be your good, sufficient and  
irrevocable authority.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

The Trustees:

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

**APPENDIX "Q"**

**TRUSTEES' CERTIFICATE**

**TO:** The Institution

**RE:** Long Plain First Nation Trust Agreement Made \*, 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees", OF THE SECOND PART, (the "Agreement")

---

**REFERENCE** is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

**REFERENCE** is further made to Article 8.10 of the Agreement.

**PURSUANT TO ARTICLE 8.10, YOU ARE HEREBY ADVISED THAT EFFECTIVE THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_, THE FOLLOWING PEOPLE ARE THE TRUSTEES OF THE LONG PLAIN FIRST NATION TRUST:**

---

---

---

---

---

---

---

Certified by: \_\_\_\_\_  
Trustee



**APPENDIX "R"**

**RELEASE DIRECTION**

**TO:** The Institution

**RE:** Long Plain First Nation Trust Agreement made \*, 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees", OF THE SECOND PART, (the "Agreement")

---

**REFERENCE** is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

**REFERENCE** is further made to certain Investment Instruments held by the Institution pursuant to the Agreement in respect of purchases made from the Trust Capital Account or the Tribal Expense Account of the Trustees and paragraph 10.1(e).

**PURSUANT TO Paragraph 10.1(e), YOU ARE HEREBY AUTHORIZED AND DIRECTED** to release, transfer and deliver the following Investment Instruments as indicated below against receipt from the indicated person of a bank draft or a certified cheque, or upon confirmed receipt by a direct deposit, wire transfer or otherwise to the relevant account, in the amount set forth below:

Description of Investment Instrument: \_\_\_\_\_

Method of Transfer or Delivery: \_\_\_\_\_

Effective Date (if not immediately effective): \_\_\_\_\_

Amount of Bank Draft, Certified Cheque or Wire Transfer: \_\_\_\_\_

Other Directions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AND FOR SO DOING this shall be your good, sufficient and  
irrevocable authority.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

The Trustees:

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

**TRUST REVISION AGREEMENT**

**BETWEEN**

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

**OF THE FIRST PART**

**-AND-**

**EUGENE PETERSON,  
JOANNE LONGCLAWS,  
and MAX MERRICK**

**OF THE SECOND PART**

**- AUGUST 3, 1994**

**TREATY LAND ENTITLEMENT TRUST REVISION AGREEMENT**

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

**BETWEEN:**

**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 FIRST PART,

- and -

**EUGENE PETERSON, JOANNE LONGCLAWS,**  
**and MAX MERRICK,**  
(hereinafter referred to as the "Trustees"  
or as the "Initial Trustees")

OF THE SECOND PART.

**WHEREAS** the parties have agreed to create the Long Plain First Nation Trust as contemplated by the terms of the Treaty Land Entitlement Settlement Agreement made between the First Nation and Her Majesty the Queen in Right of Canada, which Agreement was executed on even date with this revision agreement;

**AND WHEREAS** the parties hereto are desirous of ensuring that the Trust Property is, to the greatest extent possible, protected from taxation in order to ensure the growth of the Trust Account which will in turn enhance the ability of the First Nation to acquire the land contemplated by the Settlement Agreement;

**AND WHEREAS** the First Nation has obtained advice from its solicitors that in order to achieve the best possible protection from taxation, the Trust Agreement requires certain revisions to, inter alia, ensure residency, within the meaning of that term in the Income Tax Act, RSC 1985, c.I48, as amended, on the Long Plain First Nation Reserve;

**AND WHEREAS** the parties hereto have reviewed the recommended revisions to the Trust Agreement and are satisfied that the same do not affect the substance or the purpose of the Trust or the management of the funds or the selection and acquisition of land as contemplated therein and are further satisfied that the said revisions will assist in ensuring that the Trust is resident on the Long Plain First Nation Reserve;



AND WHEREAS Barbara Daniels Esau, one of the Initial Trustees has advised the First Nation that she is no longer able to act in that capacity because of conflicting personal obligations;

AND WHEREAS the First Nation has asked Joanne Longclaws, a member of the First Nation resident on the Long Plain First Nation Reserve, to act as an Initial Trustee and she has so agreed;

AND WHEREAS the First Nation by Band Council Resolution dated the 6th day of June, 1994, a copy of which is attached hereto as Schedule "A", has approved the recommended revisions and substitution of Joanne Longclaws as an Initial Trustee in the place and stead of Barbara Daniels Esau;

NOW THEREFORE THE PARTIES DO AGREE AS FOLLOWS:

1. Joanne Longclaws is hereby named as an Initial Trustee in the place and stead of Barbara Daniels Esau;

2. The form of the proposed Trust Agreement is hereby revised in accordance with Schedule "B" which is attached to and forms part of this Revision Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS DOCUMENT UNDER THEIR HANDS THIS 3rd DAY OF AUGUST, 1994.

[Signature]  
Witness

[Signature]  
Witness

[Signature]  
Witness

[Signature]  
Witness

[Signature]  
Witness

[Signature]  
Witness

[Signature]  
Witness

[Signature]  
Witness

X [Signature]  
CHIEF

[Signature]  
COUNCILLOR

[Signature]  
COUNCILLOR

[Signature]  
COUNCILLOR

[Signature]  
COUNCILLOR

[Signature]  
TRUSTEE

[Signature]  
TRUSTEE

[Signature]  
TRUSTEE

SCHEDULE "A"

BAND COUNCIL RESOLUTION  
OF THE LONG PLAIN FIRST NATION BAND COUNCIL  
DATED THIS 6<sup>th</sup> DAY OF June, 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 6<sup>th</sup> day of June, 1994;

WHEREAS Canada and the Long Plain Indian Band ("the First Nation") has reached an agreement with Her Majesty the Queen in Right of Canada 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 it is a term of the Settlement Agreement that the settlement funds be held in trust for the benefit of the First Nation to enable it to acquire land as contemplated in the Settlement Agreement;

AND WHEREAS it is the intention and desire of the First Nation that the said funds and any income derived therefrom be protected, as much as possible, from liability for income or capital gains tax so as to enhance the First Nation's ability to acquire land contemplated by the Settlement Agreement;

AND WHEREAS the First Nation has received advice from its solicitors that certain revisions should be made to the Trust Agreement to ensure, inter alia, that the Trust be resident on the Long Plain First Nation Reserve to give the best possible protection from taxation;

AND WHEREAS the recommended revisions do not compromise the essential elements of the Trust Agreement in particular as they relate to the management of the Trust Property and the selection and acquisition of land;

AND WHEREAS Barbara Daniels Esau has advised the First Nation that due to conflicting personal obligations, she is unable to act as an Initial Trustee;

AND WHEREAS the Council has asked Joanne Longclaws to act as an Initial Trustee in the place and stead of Barbara Daniels Esau and she has agreed to so act;

AND WHEREAS it is appropriate to execute an agreement between the First Nation and the Trustees reflecting the aforementioned revisions;

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:



1. That the Council does hereby recommend and adopt the revisions to the Trust Agreement as the same are set forth in a document which will appear as Schedule "B" to the Treaty Land Entitlement Trust Revision Agreement;
2. That the Council does hereby name Joanne Longclaws as an Initial Trustee in the place and stead of Barbara Daniels Esau;
3. That the Council does hereby agree to execute the Revision Agreement which document shall be executed in series with the Settlement Agreement and Trust Agreement.

  
Chief

  
Councillor

  
Councillor

  
Councillor

  
Councillor

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

SCHEDULE "B"

THE AGREEMENT made this                      day of  
A.D. 1994.

BETWEEN:

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 FIRST PART,

- and -

EUGENE PETERSON, ~~BARBARA DANIELS~~ ~~ESAU~~ JOANNE LONGCLAWS,  
and MAX MERRICK,  
(hereinafter individually referred to as a "Trustee"  
and collectively referred to as the "Trustees")

OF THE SECOND PART.

WHEREAS Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development and the First Nation entered into a Settlement Agreement dated the day                      of                      , 1994, pursuant to which the terms for the Settlement of the remaining amount of land to be provided to the First Nation as provided for in the Per Capita Provision (as defined in the Settlement Agreement) and all other claims relating thereto, to the extent provided for therein;

AND WHEREAS pursuant to the Settlement Agreement Canada has agreed to provide the First Nation with a Federal Payment of not less than Sixteen Million (\$16,000,000.00) Dollars;

AND WHEREAS the First Nation, based upon its own independent legal and financial advice and after reviewing



alternative methods of managing the Federal Payment, has irrevocably directed that Canada deposit same to the Trust Capital Account established at the Institution;

**AND WHEREAS** the First Nation and the Trustees are desirous of hereby creating the Long Plain First Nation Trust for the use and benefit of the First Nation;

**AND WHEREAS** the First Nation and the Trustees acknowledge and agree that the Federal Payment to be so deposited to the Trust Capital Account are a long-term asset for the use and benefit of the First Nation, as Beneficiary, to be administered by the trustees upon the trusts herein contained and subject to the terms and conditions hereinafter set out;

**AND WHEREAS** the First Nation and the Trustees, jointly and severally, recognize Canada's desire to ensure that land (including all Mines and Minerals in respect thereof) with a surface area equal to four thousand one hundred sixty-nine (4,169) acres be purchased utilizing the Federal Payment and that the same be set apart as Reserve for the use and benefit of the First Nation;

**AND WHEREAS** the Trustees further recognize the First Nation's desire to use all of the Trust Property for the acquisition of land to be set apart as Reserve subject only to the specific exceptions set out in this Trust Agreement;

**AND WHEREAS** by ratification vote held on the 8th day of April, 1994, the Eligible Members of the First Nation have assented to and approved the execution and delivery of this Agreement, and have authorized and directed the Chief and

Councillors to sign and deliver this Agreement and all related documentation;

NOW, THEREFORE, in consideration of the premises and of the respective covenants and agreements hereinafter set out, the parties covenant and agree as follows:

**ARTICLE 1:       DEFINITIONS**

1.1       In this Agreement, the following capitalized terms shall have the following meanings, namely:

- (a) "Acquisition Costs" means the costs incurred in relation to the Purchase of Land, Minerals or Improvements by or on behalf of the First Nation (other than the Price paid to the vendor in respect thereof), and includes, without limitation, legal fees, applicable taxes and tax adjustments, land titles registration and search costs, appraisal costs, surveyor certificate costs and real estate commissions and all reasonable costs associated directly with and incurred by the First Nation or the Trustees in relation to site identification and approval in relation to Entitlement Land and the cost of satisfying the obligations set forth in Article 6 of the Settlement Agreement and the cost of discharging or replacing Third Party interests;
- (b) "Agreement", "this Agreement", "hereto", "hereof", "herein", "hereunder", "hereby" and similar expressions refer, unless otherwise expressly stated, to this Agreement, including the recitals

and the Appendices attached hereto, and not any particular article, section, subsection, paragraph or other subdivision hereof or thereof;

- (c) "Annual Income" means all the income derived from the Trust Property for the year including any capital and currency gains within the meaning of the Income Tax Act, RSC 1985, c.I48, as amended;
- (d) "Authorized Expense" means any fees, costs, wages, salaries or expenses for which the Beneficiary is responsible under the terms of this Agreement including, but not limited to such fees, costs, wages, salaries or expenses described in any one or more of Articles 5.2, 5.3, 5.4., 5.5, 5.6, 5.7, 5.8, 5.9, 15.2, or 15.5;
- (e) "Authorized Investments" means any of those instruments, notes, bonds or other securities which the Trustees are authorized to purchase, in accordance with the terms hereof, with funds from the Trust Capital Account or Tribal Trust Expense Account;
- (f) "Beneficiary" means the First Nation;
- ~~(f) "Brandon Area" means, all that area in Canada lying to the West of a line commencing at the intersection of Manitoba Provincial Trunk Highway #5 (PTH5) and the International Border, following the said PTH5 northerly to Ste. Rose du Lac and thence due North and marked for the purpose of identification only as A on Appendix A hereto;~~



- (g) "Brandon Area" means all of that area in Canada west of a line marked on Appendix 'A' hereto which line commences at the intersection of the International Boundary and Provincial Trunk Highway (PTH) 31 proceeding northerly to PTH 3 and then westerly to Provincial Road (PR) 244 and then northerly to PTH 2 and then easterly to PR 305 and then northerly to the Yellowhead Route (PTH 16) and continuing along said PTH 16 to PTH 50 and then northerly to PR 278 and continuing along said PR 278 to PTH 68 and then easterly to PR 325 and following said PR 325 to PTH 6 and along said PTH 6 to Thompson, Manitoba, and then due north from the end of the said PTH 6;
- (h) "Canada" means Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development;
- (i) "Council" means, in respect of the First Nation, the "council of the band" within the meaning of the Act;
- (j) "Customs Council" means, collectively, those persons listed in Appendix 'B' hereto as representatives of the clans and their replacements from time to time;
- (k) "Eligible Tribal Members" means all Tribal Members who are over the age of eighteen (18) years, registered as "Indians" within the meaning of the Indian Act, RSC 1985, c.1-5 (as amended), and have not been found mentally incompetent or otherwise unable to manage their own affairs by a court of competent jurisdiction as of the date of any vote authorized by this Agreement;



- (l) "Entitlement Land" means Lands, Minerals or Improvements in Manitoba hereafter Purchased and which are intended to be set apart as an Entitlement Reserve pursuant to the provisions of the Settlement Agreement and this Agreement;
- (m) "Federal Payment" means those monies to be paid to the First Nation by Canada pursuant to the Settlement Agreement other than monies payable pursuant to Articles 7 and 8 of the Settlement Agreement;
- (n) "Improvements" means all buildings or structures erected or placed on, over or under Land and, unless otherwise expressly provided herein, includes, without limitation, anything affixed to or incorporated therein, the plant and equipment of any oil or gas well or mine, any pipeline on or under land, fencing, and any dugouts or other alterations to land designed to facilitate the collection and retention of water;
- (o) "Independent Trustee" means a Trustee who is not a Tribal Member or an individual related by blood, marriage or adoption to a Tribal Member of the First Nation;
- (p) "Act" or "Act" means the Indian Act, R.S.C. 1985, c. I-5 and the regulations made thereunder, as the same may be amended or replaced from time to time, and any reference herein to a section of or regulation under the Indian Act shall include that section or regulation as amended or replaced from time to time;

- (q) "Institution" means the chartered bank or licensed trust company at which the Trust Capital Account, the Tribal Trust Expense Account and the Trust Development Account are maintained;
- (r) "Investment Instruments" means, collectively, those certificates, instruments, documents or other written material which evidence Authorized Investments;
- (s) "Long Plain First Nation Trust" means the trust created pursuant to the terms of this Agreement to be administered by the Trustees for the benefit of the First Nation as Beneficiary;
- ~~(s) "Long Plain / Portage la Prairie Area" means all of that area in Canada contained within the limits of the area bounded by the lines marked A and B on Appendix 'A' hereto;~~
- (t) "Portage la Prairie/Winnipeg Area" means all of that area in Canada east of a line marked on Appendix 'A' hereto which line commences at the intersection of the International Boundary and Provincial Trunk Highway (PTH) 31 proceeding northerly to PTH 3 and then westerly to Provincial Road (PR) 244 and then northerly to PTH 2 and then easterly to PR 305 and then northerly to the Yellowhead Route (PTH 16) and continuing along said PTH 16 to PTH 50 and then northerly to PR 278 and continuing along said PR 278 to PTH 68 and then easterly to PR 325 and following said PR 325 to PTH 6 and along said PTH 6 to Thompson, Manitoba, and then due north from the end of the said PTH 6;

- (u) "Loss of Use Claim" means all claims of whatever nature whatsoever the First Nation has had, has now, or may hereafter have relating to or arising from the fact that the Portage Band, the First Nation, and the other successors to the Portage Band did not receive the remaining land to which it was or any members of the First Nation were entitled under the Per Capita Provision (as that term is defined in the Settlement Agreement;
- (v) "Reserve" means a reserve as that term is used in the Act;
- (w) "Senate of Elders" means all Eligible Tribal Members who are at least fifty-five (55) years of age;
- (x) "Third Party Interest" means:
  - (i) any right or interest in respect of lands that have been acquired by the First Nation and which the First Nation wishes Canada to set apart as Reserve pursuant to Article 6 and includes, without limitation, any agreement to purchase, option to purchase, lease, profit a prendre, option to lease, easement, permit, or license of any kind or nature whatsoever the holder of which interest is not Canada, Manitoba, or the First Nation;  
or
  - (ii) any right of access to explore or exploit the mines and minerals under such lands;  
or

- (iii) any claims of any city, town, village, municipality, or local government district for compensation based on the premise that the setting apart of any lands as a Reserve for the use and benefit of the First Nation will result in a loss of annual tax revenue (other than school and hospital taxes), net of any replacement revenues, reduced cost of local service delivery, and any contribution or recovery of capital assets;
- (y) "Tribal Lodge" means, collectively, the Council, the Customs Council and the Senate of Elders;
- (z) "Tribal Member" means those persons registered from time to time as members of the Long Plain First Nation on the Long Plain Band list maintained pursuant to the Act;
- (aa) "Trust Property" means the Federal Payment and includes all monies now or hereafter on deposit in the Trust Capital Account, ~~the Trust Expense Account or the Trust Development Account~~ (which for greater certainty includes any and all investment instruments in which the monies in the Trust Capital Account ~~or Trust Expense Account~~ may from time to time be invested hereunder by the Trustees as specified herein) as well as any additions or accruals thereto and also includes, without limitation, all interest revenue and other income realized thereon, the net proceeds of sale of all Entitlement Land sold pursuant to paragraph 4.2(f) of this Agreement;



- (ab) "Trustees" means collectively those individuals appointed to act as a Trustee on behalf of the First Nation pursuant to this Agreement, and any individuals from time to time thereafter appointed or substituted therefor, and "Trustee" means anyone of such Trustees;
- (ac) "Trustees Certificate" means the certificate to be provided by the Trustees from time to time to the Institution, certifying the names of the then current Trustees and evidencing their signatures;
- (ad) "Winnipeg Area" means all that area in Canada lying to the East of a line commencing at the intersection of Provincial Road 524 and the International Border and thence proceeding North and marked for the purpose of identification only as B on Appendix A hereto; and
- (ae) "Year" means the calendar year.

**ARTICLE 2:        CREATION OF LONG PLAIN FIRST NATION TRUST**

- 2.1        The First Nation hereby establishes the Long Plain First Nation Trust.
- 2.2        The First Nation and the Trustees hereby acknowledge and agree that upon Canada depositing the Federal Payment into the Trust Capital Account, Canada is relieved of any and all obligations or liability, whether fiduciary or otherwise, relating to or arising from the deposit, use, management settlement, withdrawal, or any other dealing with

respect to the Federal Payment pursuant to this agreement.

- 2.3 The Trustees agree to accept and hold the Federal Payment, (which, for greater certainty, includes all future payments thereof) in trust for the Beneficiary, upon and subject to the trusts set forth in this Agreement.
- 2.4 All beneficial right, title, interest and benefit in and to the Trust Property shall vest in the Beneficiary.
- 2.5 Subject to the terms hereof, all legal right, title, interest and benefit in and to the Trust Property shall vest in the Trustees and there shall be no power of revocation.
- 2.6 This Agreement may be amended only as expressly provided for herein provided there shall be no amendment regarding the term of the Trust as established in Article 21.5.

**ARTICLE 3: APPLICATION AND USE OF THE TRUST PROPERTY**

- 3.1 The Trustees shall receive, hold and use the Trust Property upon trust for the benefit of the Beneficiary and the Trust Property shall only be used for the following purposes:
- (a) For the acquisition of Entitlement Land, and the acquisition costs associated therewith, in accordance with the terms of this Agreement and the Settlement Agreement;

- (b) For distribution in each Fiscal Year of the Annual Income from the Trust Capital Account to the Tribal Trust—Expense Account and the Trust Development Account in accordance with terms of this agreement;
- (c) For the purchase of Authorized Investments; and
- (d) Payment of the amount required in Article 8.8 hereof.

3.2 For greater certainty, and without in any way limiting the generality of the foregoing:

- (a) The Trust Property shall not be used, directly or indirectly, for per capita distribution;
- (b) Except as hereinafter expressly provided, the Trustees shall not mortgage, pledge, hypothecate or in any way encumber the Trust Property or any interest therein, for any purpose whatsoever, and the Trustees shall not lend, invest, release, distribute or advance the Trust Property except as may be specifically authorized in the Settlement Agreement and this Agreement.

#### ARTICLE 4: SELECTION AND ACQUISITION OF ENTITLEMENT LAND

4.1 The manner of selection of land to be acquired as Entitlement Land by the Trustees shall be as follows:

- (a) Any Eligible Tribal Member, the Trustees, or the Council may deliver a written proposal for the acquisition of Entitlement Land setting out

sufficient particulars to identify the land, the proposed price of the same and a statement as to how the land, if acquired, would benefit the First Nation, whereupon the Trustees shall make such inquiries as are necessary to satisfy themselves that the proposed Entitlement Land is eligible for acquisition in that:

- (i) the terms and conditions of Article 6 of the Settlement Agreement could reasonably be expected to be satisfied if the eligible Entitlement Land was acquired by the Trustees; and
  - (ii) the acquisition of the proposed Entitlement Land could reasonably be expected to benefit the First Nation;
- (b) Upon the Trustees satisfying themselves that the proposed Entitlement Land is so eligible (which land shall hereinafter be referred to as "eligible Entitlement Land") the Trustees shall make such further inquiries as are necessary to fully inform themselves of the actual and potential costs and benefits associated with the acquisition of the eligible Entitlement Land and its transfer to Reserve status;
- (c) Within a reasonable time after receiving and assessing the proposal in accordance with paragraph (a), the Trustees shall notify the Eligible Tribal Members of each proposal for the acquisition of eligible Entitlement Land by notice in writing which notice shall include:



- (i) a summary of the proposal setting out a description of the eligible Entitlement Land sufficient to identify it, the assessed value of the land and any improvements thereon, and the potential benefits to the First Nation if it is acquired;
  - (ii) the date, time and place of a meeting of the Tribal Lodge to be convened for the purpose of discussing and reviewing the proposal to assist the Trustees in formulating its recommendations regarding the acquisition of the eligible Entitlement Land; and
  - (iii) stating that each Tribal Member is entitled to express his or her opinion regarding the proposed acquisition by attending the meeting of the Tribal Lodge and/or by writing to the Trustees.
- (d) The Tribal Lodge meeting referred to in paragraph (c) shall be held not less than fourteen (14) days and not more than twenty (28) days from the date of the Notice;
- (e) At the meeting of the Tribal Lodge, the Trustees shall disclose to the Tribal Members in attendance the actual and potential costs and benefits associated with the eligible Entitlement Land and any and all other information which they have received in relation to the said land;

- (f) Within a reasonable period of time following the Tribal Lodge meeting, the Trustees shall meet and determine whether acquisition of the eligible Entitlement Land will benefit the First Nation and be in its best interests;
- (g) In making their determination, the Trustees shall consider all of the opinions expressed by the Tribal Members and all the information which they have in relation to the eligible Entitlement Land;
- (h) If the Trustees determine that the acquisition of the eligible Entitlement Land will benefit the First Nation and be in its best interests, the Trustees shall deliver a Certificate of Trustees Regarding Eligible Entitlement Land (the form of which certificate appears as Appendix 'C') to the Council requesting the Council's consent to the acquisition;
- (i) Upon receipt of the Certificate referred to in paragraph (h) from the Trustees, the Council shall, by majority vote, determine whether it consents to the acquisition of the eligible Entitlement Land;
- (j) In the event that the Council consents to the acquisition of the eligible Entitlement Land, it shall deliver to the Trustees a Band Council Resolution Consenting to the Acquisition of Eligible Entitlement Land (the form of which resolution appear as Appendix 'D') authorizing and directing the Trustees to purchase the eligible Entitlement Land;
- (k) In the event the Council does not consent to the

purchase of the eligible Entitlement Land, it shall deliver to the Trustees a Band Council Resolution Declining to Consent to the Acquisition of Eligible Entitlement Land (the form of which resolution appear as Appendix 'E') in which the Council shall clearly state its reasons for declining to provide its consent;

- (l) If, after reviewing and considering the Band Council Resolution referred to in paragraph (k) hereof, the Trustees are still of the opinion that the acquisition of the eligible Entitlement Land would benefit the First Nation and be in its best interest, the Trustees may hold a vote of the Eligible Tribal Members in accordance with Article 18 herein seeking direction with respect to the acquisition of the eligible Entitlement Land;
- (m) The results of the vote conducted pursuant to paragraph (l) hereof shall be reported to the Council by way of a Results of Vote Report (the form of which report appears as Appendix 'F') and those results shall be binding upon both the Trustees and the Council.

4.2 The manner of acquiring Entitlement Land shall be as follows:

- (a) Upon receiving the consent of the Council pursuant to paragraph 4.1(j), or after a vote pursuant to paragraph 4.1(1) in which a majority of those voting favour the acquisition of the eligible Entitlement Land, the Trustees shall enter into an Agreement to Purchase the approved Entitlement Land, subject to

the condition that title transfers to and vests in the Trustees for and on behalf of the First Nation;

- (b) The Trustees may, with the consent of the First Nation and Canada, assign the Trustees' interest in the Agreement to Purchase to Canada;
- (c) Prior to acquiring Entitlement Land the Trustees shall ensure that adequate arrangements have been made for the management of the land;
- (d) The Trustees, upon entering into an Agreement to Purchase Entitlement Land, shall:
  - (i) arrange for the withdrawal of a sum of money from the Trust Capital Account, that is not in excess of the total of the agreed purchase price and Acquisition Costs;
  - (ii) arrange for deposit of such money into the trust account of a practicing solicitor in and for the Province of Manitoba, retained by the Trustees to complete the purchase of the Entitlement Land in accordance with the terms of the Agreement to Purchase and the terms of this Agreement;
  - (iii) arrange to satisfy Third Party Interests and take such other steps as are necessary



to fulfil the requirements of Article 6 of the Settlement Agreement; and

- (iv) deliver a fully executed copy of the Agreement to Purchase to the Council.
- (e) In every instance in which Entitlement Land is acquired, Council shall make an application to Canada to have such Entitlement Land set aside as Reserve for the use and benefit of the First Nation by delivering to Canada and to the Trustees a duly authorized Band Council Resolution requesting the same. In the event the conditions set out in Article 6 of the Settlement Agreement are satisfied and Canada agrees to set aside such Entitlement Land as Reserve, the Trustees shall take all steps and sign all documents necessary to transfer the Entitlement Land to Canada;
- (f) In the event that the Trustees have acquired Entitlement Land that Canada refuses to set apart as Reserve or the conditions set out in Article 6 of the Settlement Agreement can not reasonably be satisfied, such Entitlement Land shall be sold by the Trustees and the net proceeds of such sale shall be returned to, and form part of, the Trust Property and be forthwith redeposited to the Trust Capital Account, provided that the Trustees may retain such land as an investment of Trust Property pursuant to Articles 9 and 10 hereof if the Trustees, in their sole discretion, deem it appropriate to do so.

**ARTICLE 5:        TRIBAL TRUST-EXPENSE ACCOUNT**

- 5.1 (a) Subject to paragraph (b) hereof, each year the Trustees may transfer up to sixty (60%) percent of the Annual Income from the Trust Capital Account to the Tribal Trust—Expense Account to pay the Beneficiary's Trust's—reasonable and legitimate Authorized Expenses; expenses including, but not limited to, these listed in this Article;
- (b) Upon deposit of the second instalment of the Federal Payment pursuant to the Settlement Agreement, the Trustees shall be entitled to transfer only up to forty (40%) percent of the Annual Income for the purposes set out herein;
- (c) The Trustees shall use their best efforts to ensure that the aggregate of all Authorized Expenses for any particular year does not exceed the amount transferred by the Trustees to the Tribal Expense Account pursuant to paragraphs 5.1(a) and 5.1(b) for that year.
- 5.2 The Trustees, at the expense of the Beneficiary, are authorized and empowered to retain, dismiss and replace staff, legal counsel, auditors, accountants, bookkeepers, investment advisers, realtors, appraisers, auctioneers, architects, engineers, and other advisors and organizations qualified in the field for which their advice and opinions are sought and required by the Trustees to assist the trustees in carrying out their responsibilities and obligations under this Agreement, but the Trustees shall not be bound to act upon such advice.
- 5.3 The Trustees may, at the expense of the Beneficiary,

pay reasonable salaries, wages, fees and costs for the services of persons, corporations and proprietorships referred to in paragraph (b) including, but not limited to, salaries, wages, fees and costs associated with the settlement and implementation of this Agreement, the costs associated with any variation of this Agreement, and the reasonable instruction and training in the duties and responsibilities of Trustees. (When reasonable, such instruction and training shall take place at the Long Plain First Nation Reserve.)

5.4 The Trustees may, at the expense of the Beneficiary, incur reasonable costs and expenses in relation to meetings which they are required or empowered to hold pursuant to this Agreement including, but not limited, to the printing and posting of notices of such meetings, the printing and distribution of ballots for any vote or election under this Agreement and the conduct of such a vote or election.

5.5 The Trustees may, at the expense of the Beneficiary, incur reasonable costs for the investment, acquisition, administration and management of Trust Property and may pay the cost of premiums for the purchase of such insurance as the Trustees, acting reasonably, may determine is advisable.

5.6 The Trustees may, at the expense of the Beneficiary, pay reasonable rent for office space and may pay reasonable compensation to the Trustees for the performance of their duties as defined by this Agreement and may reimburse to the Trustees any



personal expenses reasonably incurred by the Trustees in carrying out their duties, which compensation and expenses shall be paid in accordance with the Tariff of Trustees' Honoraria and Disbursements (the form of which tariff appears as Appendix 'G'. The said Tariff may be varied from time to time by the Trustees; provided that no such variation of the Tariff shall be effective until approved by the Eligible Tribal Members in a vote called by the Trustees expressly for the purpose and held in accordance with the voting procedures set out in Article 18 hereof.

- 5.7        The Trustees shall, at the expense of the Beneficiary, pay the costs of instituting, prosecuting or defending any civil suits or actions or other legal proceedings affecting the Trust or the Trust Property or any part thereof.
- 5.8        The Trustees may, at the expense of the Beneficiary, make application for advice to the Court of Queen's Bench pursuant to s. 84 of The Trustee Act, R.S.M. 1987, C. T160 or The Court of Queen's Bench Act, S.M. 88-89, Cap.280, ~~and shall pay the costs thereof out of Trust Property, provided that such costs shall, to the extent possible, be paid from the Trust Expense Account.~~
- 5.9        The Trustees may select criteria for determining and, at the expense of the Beneficiary, pay the costs associated with an application by any Tribal Member commenced for the purpose of determining an issue of jurisdiction, authority, negligence or breach of trust or fiduciary duty of the Trustees or



Council under this Agreement and the Trustees shall, at the expense of the Beneficiary, pay the costs incurred by a Tribal Member of any legal proceeding commenced by that member which results in a finding that the Trustees or Council have exceeded their power, breached a duty, made an improper or unauthorized expenditure of Trust Property or have acted negligently in the management of Trust Property.

5.10 (a) The Beneficiary, through the signatures hereto of the Chief and Council of the Beneficiary, hereby makes, constitutes and appoints the Trustees as the Beneficiary's true and lawful attorney and agent with full power and authority in the Beneficiary's name, place and stead and for the Beneficiary's use and benefit to execute and deliver and do and cause to be done all things as may be necessary to contract for and procure such goods or services as constitute Authorized Expenses and to cause payment for any and all Authorized Expenses to be made.

(b) The power of attorney hereby granted shall be deemed to be coupled with an interest and shall be irrevocable and may be exercised and shall only terminate at the expiration of this Agreement as set forth in Article 21.5.

~~5.11 In the event there is a surplus in the Trust Expense Account on the last day of the Year, the Trustees shall pay the surplus to the Beneficiary in accordance With Article 7 herein.~~

5.12 The Beneficiary, through the signatures of Chief and

Council of the Beneficiary, agrees to protect, indemnify and save harmless the Trustees from any and all Authorized Expenses incurred by the Trustees, and hereby agrees, without in anyway limiting the right of the Trustees to take action against the Beneficiary to enforce the terms of the indemnity granted under this Article 5.12, to indemnify themselves from any and all amounts standing in deposit in the Tribal Expense Account, as the Trustees may in their absolute discretion determine, without the Trustees first making a request for such reimbursement.

**ARTICLE 6: TRUST DEVELOPMENT ACCOUNT**

- 6.1 Subject to the provisions of this Article, each Year the Council, on behalf of the Beneficiary may require the Trustees to pay to the Trust Development Account up to twenty (20%) percent of the Annual Income.
- 6.2 Requisitions by the Council to the Trustees to disburse Annual Income into the Trust Development Account pursuant to Article 6.1 shall be made on a project by project basis and each such requisition shall meet all of the following requirements:
- (a) The expenditure must be for one of the following permitted purposes:
- (i) to establish scholarships, bursary funds or student loan programs;
  - (ii) to construct and maintain roads, bridges,

ditches, water-courses, erosion control works, irrigation and drainage systems, fences, buildings or permanent improvements or other works on the First Nation's Reserve or Entitlement Land;

- (iii) to purchase or lend money for the purchase of livestock and farm equipment or machinery for the First Nation or one of its corporations operating on the First Nation's Reserve or Entitlement Land;
- (iv) to purchase or lend money for the purchase of industrial or manufacturing equipment machinery for the First Nation or for one of its corporations operating on the First Nation's Reserve or Entitlement Land;
- (v) to construct or improve recreational facilities owned by the First Nation or one of its corporations located on the Long Plain first Nation's Reserve or Entitlement Land;
- (vi) to fund youth recreational programs;
- (vii) to construct or improve school facilities owned or operated by the First Nation one of its corporations or its Education Authority;
- (viii) to fund negotiations or litigation in which the First Nation or any Tribal Member becomes involved where an issue in



the negotiations or litigation is the protection or advancement of a right common to all Tribal Members including the First Nation's Loss of Use claim; or

- (ix) subject to paragraph 3.2(b), any other purpose which, in the opinion of Council and the Trustees, is in the best interests of the First Nation, will confer on Long Plain First Nation a tangible benefit and is consistent with the purposes hereinbefore set forth.
- (b) The project to be funded must be fully disclosed in writing by the Council to the Trustees and the Council shall provide to the Trustees a budget setting out anticipated expenditures and an itemization of who will benefit by the expenditures;
- (c) The Trustees shall review the project proposal at a meeting of the Trustees called for that purpose and the Trustees shall certify a Trustees' certificate of Permitted Purposes (the form of which certificate appears as Appendix 'H') that the project is one permitted under paragraph (a);
- (d) Every project so certified by the Trustees shall 6.3 Notice of the time and place of the meeting shall:

6.3 Notice of the time and place of the meeting shall:

- (a) be not less than fourteen (14) days nor more than twenty eight (28) days in advance of the meeting,



- (b) set out that the meeting is for the purpose of informing Tribal Members of the intended requisition and expenditure of a specified amount of Annual Income for a specified project;
- (c) describe the project in reasonable detail;
- (d) set out the proposed budget of expenditures; and
- (e) attach a copy of the certificate referred to in paragraph (c).

6.4 Subject to Article 6.5 and provided that the Trustees are satisfied in their sole discretion that the project is one which generally appears to have the support of the Tribal Members attending the meeting (provided that no formal vote of the Tribal Members need be taken by the Trustees), the Trustees shall thereafter deposit to the Trust Development Account an amount of the Annual Income not more than the amount specified for the project provided that amount requisitioned in combination with all other layouts in the year do not exceed twenty (20%) percent of the Annual Income.

- (a) Notwithstanding Articles 6.1 and 6.2, but subject to paragraph 6.5(b), for a period of three (3) years from the date of the signing of this agreement the Trustees shall, at the request of the Council, and upon delivery to the Trustees of a budget setting out anticipated expenditures transfer up to forty (40%) percent of the Annual Income to the Tribal Trust Development Account to be used by the Council only for the purpose of pursuing the First Nation's

Loss of Use Claim in the manner set out in Article 3 of the Settlement Agreement;

- (b) In no case shall the Trustees provide funds for pursuing the Loss of Use Claim in court prior to ratification of the decision to do so in accordance with Article 2.3 of the Settlement Agreement.

6.5 On receipt of any amount of the Annual Income under this Article, the Council shall become a trustee and fiduciary of the First Nation for the purpose of the expenditure of same.

6.6 Any unexpended balance of Annual Income in the Trust Capital Account on the last day of the Year shall be paid to the Beneficiary in accordance with Article 7.

6.7 The Beneficiary hereby directs that, where under this Article any payment is required to be made by the Trustees to the Beneficiary, the Trustees shall make such payment to the Beneficiary in care of the Council.

#### **ARTICLE 7: ANNUAL INCOME SURPLUS**

7.1 The Trustees shall manage and pay out the Annual Income before the last day of each Year, firstly, by paying Authorized Expenses ~~Trust expenses~~ in accordance with Article 5, secondly, by delivering to the Beneficiary such amounts as may be required to be paid out by Council in accordance with Article 6, and thirdly by paying to the Beneficiary any balance of the Annual Income in accordance with this

Article unless the Trustees by unanimous consent decide to accumulate, all or a portion of the Annual Income in which case only the Amount of the Annual Income that is not accumulated shall be paid out by the Trustees to the Beneficiary.

7.2 Any amount of the Annual Income including amounts transferred to the Tribal Trust-Expense Account and not expended by the Trustees on behalf of the Beneficiary before the last day of each Year, shall be transferred to the Trustees as an advance by the Beneficiary to Trustees of an interest free loan of such amount pursuant to Articles 5, shall likewise be paid by the Trustees to the Beneficiary pursuant to Article 7.1.

~~7.3 In the event of a pay out to the Beneficiary pursuant to Article 7.2, payment by the Trust to the Beneficiary shall be accompanied concurrently by an interest free loan from the Beneficiary to the Trust in an equal amount for the remaining term of this Agreement.~~

7.4 In the event it is determined in the future by Revenue Canada or a court of competent jurisdiction that the Trust is not liable to pay income tax on Annual Income if kept in the Trust and not paid to the Beneficiary in accordance with this Article by reason of s. 90 of the Indian Act or for any other reason, then the Trustees shall not pay unexpended surplus in the Tribal Trust-Expense Account or the balance of Annual Income to the Beneficiary in accordance with Articles 7.1 and 7.2, but rather any such untaxed and unexpended Annual Income shall be



reinvested as capital of the Trust and Articles 5.10 and 7.1 and 7.2 ~~through 7.3~~ inclusive shall become inoperative.

7.5 The Beneficiary hereby directs that, where under this Article any payment is required to be made by the Trustees to the Beneficiary, the Trustees shall make such payment to the Beneficiary in care of the Council.

7.6 Immediately before the end of a fiscal year of the Long Pain First Nation Trust, any portion of the Annual Income that has not been paid to the Beneficiary under Article 5, 6 or 7.1 nor accumulated by the Trustees, shall be deemed to have been paid out by the Trustees and concurrently transferred by the Beneficiary to the Trustee as an advance of an interest free loan, by the Beneficiary to the Trustee for the remaining term of this Agreement.

**ARTICLE 8: FINANCIAL ADMINISTRATION AND ACCOUNT OPERATION AGREEMENT**

8.1 No monies shall be withdrawn from the Trust Capital Account, the Tribal Trust ~~Trust~~-Expense Account or the Trust Development Account by the Trustees or by the Council except by means of the appropriate Trust Capital Account direction, Tribal Trust ~~Trust~~-Expense Account direction or Trust Development Account direction

8.2 Monies to be withdrawn from the Trust Capital Account for the purchase of Entitlement Land may



only be withdrawn by means of a Trust Capital Land Acquisition Direction (the form of which direction appears as Appendix 'I') which has been executed by a majority of the Trustees named in the most recent Trustees Certificate in the possession of the Institution.

8.3 Monies to be withdrawn from the Trust Capital Account for distributing Annual Income from the Trust Capital Account to the Tribal Trust-Expense Account or the Trust Development Account may only be withdrawn by means of a Trust Capital Account Annual Income Direction (the form of which direction appears as Appendix 'J'), which has been executed by a majority of the Trustees named in the most recent Trustees Certificate in the possession of the Institution.

8.4 Monies to be withdrawn from the Trust Capital Account for the purchase of Authorized Investments may only be withdrawn by means of a Trust Capital Account Investment Direction (the form of which direction appears as Appendix 'K') which has been executed by a majority of the Trustees named in the most recent Trustees Certificate in the possession of the Institution.

8.5 Monies to be withdrawn from the Trust Development Account may only be withdrawn by means of a Trust Development Account Direction (the form of which direction appears as Appendix 'L') which has been executed by a quorum of the Council

8.6 Monies to be withdrawn from the Tribal Trust-Expense

Account may only be withdrawn by means of a Tribal  
~~Trust-Expense~~ Account Direction (the form of which  
direction appears as Appendix 'M') to be delivered  
to the Institution and which is executed:

- (a) In the case of payment of any Authorized Expense in an amount exceeding Five Hundred (\$500) Dollars, by two (2) of the Trustees named in the most recent Trustees' Certificate in the possession of the Institution; and
- (b) In any other case, by one (1) of the Trustees named in the most recent Trustees' Certificate in the possession of the Institution.

8.7 Monies to be withdrawn from the Tribal ~~Trust-Expense~~ Account for the purchase of Authorized Investments may only be withdrawn by means of a Tribal ~~Trust~~ Expense Account Investment Direction (the form of which direction appears as Appendix 'N') which has been executed by a majority of the Trustees named in the most recent Trustees' Certificate delivered to the Institution.

8.8 Notwithstanding the foregoing and, in particular, Article 3 hereof:

- (a) The Beneficiary hereby irrevocably authorized and directs the Trustees to direct the Institution to pay to the law firm of Keyser, Harris in Winnipeg, Manitoba, the solicitors for the First Nation, the sum of Five Hundred Thousand (\$500,000) Dollars from the Trust Capital Account in accordance with Article 7.3 of the Settlement Agreement. The Institution

shall make payment in accordance with this Article upon delivery to it of the Trust Capital Account Direction regarding Solicitor's Fees, (the form of which direction appears as Appendix 'O') which Direction shall be delivered to the Institution by the Trustees within ten (10) days of the date upon which the first instalment of the Federal Payment referred to in Article 2.2. of the Settlement Agreement is made;

- (b) The Trustees may, in any Year, transfer from the trust Capital Account by way of a Trust Capital Account Annual Income Advance Direction (the form of which direction appears as Appendix 'P') duly executed by a majority of the Trustees, as an advance of Annual Income the following amounts:

- (i) in the case of the Tribal Trust ~~Expense~~ Account, an amount not to exceed One Hundred and Fifty Thousand (\$150,000) Dollars to permit payment of Authorized Expenses; and
- (ii) in the case of the Trust Development Account, an amount not to exceed One Hundred and Twenty Thousand (\$120,000) Dollars for each of the first three (3) years after the signing of this Agreement, and not to exceed Sixty Thousand (\$60,000) Dollars in any years thereafter, for the purposes set out in Article 6;

provided that any amounts so advanced shall be repaid to the Trust Capital Account from the Annual



Income earned in that year to be disbursed in accordance with this Agreement.

- 8.9 The Trustees shall maintain a chronological register of all original resolutions authorizing disbursement of Trust Property at the offices of the administration of the Trust, which register shall be available for the examination by any Tribal Member and by the auditor.
- 8.10 Subject to Articles 8.1 through 8.8 inclusive, the Trustees and the Council shall execute and deliver to the Institution any document in writing requested by the Institution which is necessary or appropriate in the opinion of the Institution for the administration of the Trust Property or the operation of the Trust Capital Account, Tribal Trust Expense Account or Trust Development Account in particular, and notwithstanding the generality of the foregoing, the Trustees shall provide to the Institution a Trustees' Certificate (the form of which certificate appears as Appendix 'Q') immediately following any election or replacement of one or more Trustees.
- 8.11 The Trustees and the Council shall enter into agreements with the Institution regarding the operation of the Trust Capital Account, Tribal Trust Expense Account and Trust Development Account respectively, which agreements shall contain at least the provisions of this Article and a copy of this Agreement shall be attached for identification purposes.



- 8.12 (a) For greater certainty, monies withdrawn from the Tribal Expense Account for the purchase of Authorized Investments shall be and shall be deemed to be an advance by the Beneficiary to the Trustees of an interest free loan of such monies for the remaining term of this Agreement.
- (b) The Trustees may cause registration of the ownership of any Authorized Investments to be in the name of the Trustees.
- (c) The Trustees may in their sole and absolute discretion at any time, and from time to time, repay and re-borrow the amounts advanced or deemed to be advanced by the Beneficiary to the Trustees under Articles 7.2, 7.6 and 8.12 as an interest free loan for the remaining term of this Agreement.

#### ARTICLE 9: POWERS OF TRUSTEES

- 9.1 In addition to such other duties and powers of the Trustees as are set out in this Agreement and subject to the restrictions herein the Trustees are authorized and empowered to:
- (a) Make any investment, acquisition, expenditure, disposition, contract, arrangement or transaction whatsoever, which a person absolutely and beneficially entitled to the Trust Property would have had power or right to effect or to concur in effecting, to the extent that the Trustees shall have, in relation to the Trust Property, all the powers and rights of a beneficial owner, but subject always to the disposition provisions and trusts

created hereunder and provided that the Trustees shall always exercise such powers and rights in good faith in what the Trustees believe are in the best interests of the First Nation;

- (i) to make investments without being limited to investments authorized by law for Trustees, and the Trustees may make any investments, without regard for diversification, which in their uncontrolled discretion they consider advisable and the Trustees shall not be liable for any loss that may happen in connection with any such investment made by them in good faith;
- (ii) to sell, exchange, call in, convert, any or all of the investments which the Trustees may originally make and invest and reinvest them as the Trustees in their uncontrolled discretion consider advisable;
- (iii) to borrow money for the purposes of the Trust at such time, in such amounts and at such rates of interest and upon such terms and conditions as they may consider advisable;
- (iv) if at any time and for so long as any real and leasehold property shall form part of the Trust Property, to let or lease any such real or leasehold property from month to month, year to year or for any term of

months or years subject to such covenants and conditions as the Trustees shall consider advisable, to accept surrenders of leases and tenancies, and to enter into agreements with Council for the management of the property and to give any options with respect to such property or properties as they consider advisable;

- (v) in connection with any company or corporation in which the Trustees may at any time hold shares or obligations, the Trustees are authorized to take up the proportion of any increased capital to which as holders of such shares or obligations they may be entitled and also to purchase any additional shares or obligations in such company or corporation; to concur in any arrangement for the release, modification or variation of any rights, privileges or liabilities attached to the shares or obligations; to join in any plan for the reconstruction or reorganization of such company or corporation or for the amalgamation of such company or corporation with any other company or corporation or for the sale of the assets of such company or corporation or any part thereof and in pursuant of such plan, to accept any shares or obligations of such company or corporation or any other company or corporation in lieu of or in exchange for the shares or obligations held by the Trustees in such



company or corporation; to concur in any arrangement for the winding up or dissolution and distribution of the assets of such company or corporation; and to enter into any pooling or other agreement in connection with shares or obligations held by the Trustees in such company or corporation and in case of sale thereof, to give any options they consider advisable; the Trustees may cause to be elected any person, including the trustees themselves and including the Beneficiary hereof to any office or directorship of any corporation in which the Trust is interested and in the event that any Trustee shall serve on any such office or directorship and be paid remuneration for such services, such remuneration shall not reduce the compensation to which they are otherwise entitled as Trustees; and where the Trustees hold sufficient shares which directly or indirectly give them control of such company or corporation, they may in their uncontrolled discretion as they consider advisable cause and bring about any plan or arrangement or transaction hereinbefore described in this Article or authorized by the corporate legislation governing such company or corporation; and

- (vi) to make, or refrain from making in their uncontrolled discretion, any election,



determination, or designation permitted by statute or regulation of Canada or a legislature, and such exercise of discretion by the Trustee shall be final and binding upon the Beneficiary, provided that the Trustees shall not act so as to confer a tax advantage upon a Tribal Member, or a Corporation owned by the First Nation at the expense of the Beneficiary;

- (b) To establish the Trust Capital Account, Tribal Trust Expense Account and the Trust Development Account with the Institution and make such arrangements governing banking procedures as are consistent with this Agreement;
- (c) To make, and amend from time to time, such rules as they deem appropriate and reasonable to govern their procedures, provided that such rules shall not be inconsistent with this Agreement or any laws which govern Trustees generally;
- (d) To maintain the Resolution register referred to in Article 8.9 and a written record of all decisions taken and certificates issued by the Trustees and to make these records available to Council and Tribal Members on request;
- (e) To maintain adequate records of all transactions through the Trust Capital Account and the Tribal ~~Trust-Expense~~ Account;
- (f) To execute all documents required by the Institution

for the purpose of its administration of the Trust Property, the Tribal Expense Account and Trust Development Account;

- (g) The investments which the Trustees are authorized herein to make shall be called, for the purposes of this Agreement, Authorized Investments.

#### ARTICLE 10: PURCHASE OF AUTHORIZED INVESTMENTS

- 10.1 (a) The Trustees are authorized and empowered to invest monies on deposit in the Trust Capital Account or the Tribal Trust—Expense Account to purchase Authorized Investments;
- (b) The Trustees may direct the Institution to transfer funds from the Trust Capital Account for the Purchase of Authorized Investments by means of a Trust Capital Account Investment Direction (executed in the manner contemplated by Article 8.4) or from the Tribal Trust—Expense Account for the purchase of Authorized Investments by means of a Tribal Trust Expense Account Investment Direction (executed in the manner contemplated by Article 8.7);
- (c) On receipt by the Institution of a duly executed Trust Capital Account Investment Direction or a Tribal Trust—Expense Account Investment Direction, as the case may be, the Institution shall, subject to the terms of any governing banking arrangements, permit the withdrawal of funds necessary to purchase the Authorized Investments, by means of a cheque or bank draft made payable to the issuer of, or agent handling the sale of, the Authorized Investment;

- (d) The Trustees shall ensure that all Investment Instruments are delivered for safekeeping to the Institution, to be held by the Institution for the Trustees as a common depository for the same;
- (e) Authorized Investments may be disposed of by the Trustees providing to the Institution a Release Direction from the Trustees (the form of which direction appears as Appendix 'R'). Upon receipt thereof, the Institution shall release and transfer the Investment Instruments in accordance with said Release direction. The Trustees shall ensure all funds received from the disposition of the Authorized Investments shall be deposited by the Institution on behalf of the Trustees to the Trust Capital Account or the Tribal Trust-Expense Account, as the case may be.

#### ARTICLE 11: APPOINTMENT OF INITIAL TRUSTEES

11.1 The First Nation hereby appoints:

- (a) Eugene Peterson;
- (b) Max Merrick; and
- ~~(c) Barbara Esau~~
- (c) Joanne Longclaws

as initial Trustees.

11.2 The initial Trustees shall hold office until the election of Trustees set out in paragraph 11.3(g).

11.3 Subject to Article 11.4, during the said period, the initial Trustees shall exercise the powers conferred

on Trustees pursuant to Article 9 and in particular shall:

- (a) Establish the Trust's Accounts at the institution and make arrangements governing banking procedures pursuant to paragraph 9.1(c);
- (b) Establish rules and procedures pursuant to paragraph 9.1(d);
- (c) Establish a register as required in paragraph 9.1(e);
- (d) Execute and deliver the Trust Capital Account Direction Regarding Solicitor,s Fees pursuant to paragraph 8.8(a);
- (e) Do all such other things and execute such documents as may be required by the Institution for the purpose of administering the Trust which are consistent with this agreement;
- (f) Establish a procedure for the selection of the Independent Trustees pursuant to Article 12.3;
- (g) Establish a procedure for the election of Trustees pursuant to Article 12.4; and
- (h) Cause an election to be held in accordance with that procedure within ninety (90) days of the date on which the Settlement Agreement comes into force.

11.4 Notwithstanding the generality of Article 11.3, the initial Trustees shall not select or acquire Entitlement Land and the operation of Article 4



herein shall be suspended until the election of Trustees pursuant to paragraph 11.3(g) has occurred.

11.5        Notwithstanding paragraph 14(1)(g), all meetings of the Initial Trustees shall be held on the Long Plain First Nation Reserve.

**ARTICLE 12:        ELECTION AND TERM OF OFFICE OF TRUSTEES**

12.1        Subject to Articles 11 and 12.5, each Trustee shall serve a term of four (4) years.

~~12.2        Except for the period pending the filling of a vacancy and subject to Article 11.1, there shall be at all times five (5) Trustees in office of which:~~

~~(a)    One (1) shall be elected by the Eligible Tribal Members ordinarily resident in the Brandon Area from amongst those Eligible Tribal Members ordinarily resident in that Area;~~

~~(b)    One (1) shall be elected by the Eligible Tribal Members ordinarily resident in the Winnipeg Area from amongst those ordinarily resident in that Area;~~

~~(c)    Two (2) shall be elected by the Eligible Tribal Members ordinarily resident in the Long Plain/Portage la Prairie Area from amongst those ordinarily resident in that Area;~~

~~(d)    One (1) shall be an Independent Trustee selected by the other four (4) Trustees.~~

12.2        Except for the period pending the filling of a

vacancy and subject to Article 11.1, there shall be at all times seven (7) Trustees in office of which:

- (a) One (1) shall be elected by the Eligible Tribal Members ordinarily resident in the Brandon Area from amongst those Eligible Tribal Members ordinarily resident in that Area;
- (b) One (1) shall be elected by the Eligible Tribal Members ordinarily resident in the Portage la Prairie/Winnipeg Area from amongst those ordinarily resident in that Area;
- (c) Four (4) shall be elected by the Eligible Tribal Members ordinarily resident on the Long Plain First Nation Reserve from amongst those ordinarily resident on that Reserve;
- (d) One (1) shall be an Independent Trustee selected by the other six (6) Trustees.

12.3 The initial Trustees shall establish the procedure for the selection of Independent Trustee.

12.4 The initial Trustees shall establish the procedure for the election of Trustees other than the Independent Trustee, which shall be consistent with the procedure followed by the First Nation for the election of its Council as that procedure may from time to time exist.

~~12.5 Notwithstanding Article 12.1, the first Trustees elected from the Long Plain/Portage la Prairie Area shall hold office only for a period of two (2) years. Trustees subsequently elected from this Area~~

~~shall hold office for periods of four (4) years as otherwise provided herein.~~

12.5      Notwithstanding Article 12.1, the first Trustees elected from the Portage la Prairie Area/Winnipeg Area and Brandon Area shall hold office only for a period of two (2) years. Trustees subsequently elected from these Areas shall hold office for periods of four (4) years as otherwise provided herein.

12.6      All Trustees shall, prior to assuming office, consent in writing to a criminal records check by or through the R.C.M.P. for the purpose of determining whether the Trustee has been convicted of an offence under Parts III, V, VIII, IX, X or XII of the Criminal Code, R.S.C. 1985, Chap. C-4G and amendments thereto, the Narcotic Control Act, R.S.C. 1985, Chap. N-1 and amendments thereto, or the Food and Drug Act, R.S.C. 1985, Chap. F-27 and amendments thereto. In the event a Trustee has been convicted of an offence in respect of any of the legislation above referred to, that Trustee shall not be entitled to take office.

#### ARTICLE 13:      REPLACEMENT OF TRUSTEES

13.1      A Trustee shall serve until his or her term expires or until he or she:

- (a) Dies;
- (b) Resigns;



- (c) Is bankrupt or is convicted of an offence involving the Trust Property or the exercise of his or her responsibilities as a Trustee or any of the offenses set out in Article 12.6 hereof;
- (d) Is declared by a court to be mentally incompetent;
- (e) Is required to resign by a resolution of the Trustees signed by the other four (4) Trustees;
- (f) Fails to attend three (3) consecutive meetings of the Trustees of which meetings he or she has received notice;
- (g) Fails to disclose his or her interest in a material contract in accordance with articles 16.1 and 16.2 of this Agreement or votes on any resolution contrary to Article 16.3 of this Agreement;
- (h) Ceases to be ordinarily resident in the Area for which he or she was elected;
- (i) Is elected to the Council; or
- (j) Resigns by delivery of a notice in writing to the other Trustees indicating an effective resignation date of no less than fourteen (14) days next following delivery;



in which case the Trustee affected shall automatically cease to be a Trustee.

13.2 If a vacancy among the Trustee occurs, either by the expiration of the term of the Trustee or otherwise, it shall be fulfilled by the Trustees then remaining as soon as reasonable possible, but in any event within thirty (30) days of the date the vacancy occurs. Such Trustee shall serve for the remaining term of the Trustee who has retired or resigned or has been deemed to have vacated office by virtue of Article 13.1.

13.3 Any Trustee appointed after the execution hereof, whether in substitution or replacement of a Trustee shall, prior to such appointment being effective, agree to become a party to, and be bound by, the terms and conditions hereof.

13.4 The Trustees may make and adopt special rules governing residence and disqualification due to residence of the Trustees for tax purposes and where a Trustee fails to meet these special rules, such Trustee may be replaced.

#### **ARTICLE 14: CONDUCT OF MEETINGS**

14.1 The conduct of all meetings of Trustees shall be governed by the following:

- (a) The quorum for meetings of Trustees shall be three (3) Trustees except for meetings of initial Trustees for which a quorum shall be two (2);

~~(b) A Trustee may be present or attending by telephone or other communication facility which permits each Trustee to communicate with all other Trustees at the meeting;~~

(b) The Trustees may hold meetings where some of the Trustees may be present or attending by telephone or other communication facility which permits each Trustee to communication with all other Trustees. Where a majority of the Trustees participating in the meeting are physically on a Reserve, the meeting shall be deemed to have been held on a Reserve.

(c) At the first meeting held in each year, the Trustees shall select a Chairman from among themselves but not including the Independent Trustee, who shall serve as Chairman for that year;

(d) All decisions and actions of the Trustees shall require three (3) votes of the Trustees at a duly convened meeting except for decisions and action of the initial Trustees which shall require two (2) votes of the Trustees;

(e) Minutes of decisions taken at all Trustee meetings shall be recorded in writing and such record signed by those Trustees present at the meeting or participating by conference telephone;

(f) Meetings -of the Trustees can be open or closed or Tribal Members as the Trustees in their discretion may decide provided that no less than two (2) meetings of the Trustees each Year shall be open to Tribal Members, the first of which shall be held

within one hundred and twenty (120) days of the last day of each Year; at which meeting the Trustees shall table and discuss the annual consolidated trust audit;

~~(g) Meetings of the Trustees shall be held at such place or places as the Trustees may determine provided that the Trustees must meet at least four (4) times per year and must hold not less than two (2) meetings on the Long Plain First Nation Reserve;~~

(g) Meetings of the Trustees shall be held at such place on the Long Plain First Nation Reserve or any other Reserve as the Trustees may determine provided that the Trustees must meet at least four (4) times per year. Meetings may be held at a place off a Reserve as determined by the Trustees only if at the close of such meeting a majority of the Trustee's meetings held in the year will have been held on a Reserve.

(h) All Trustees shall be given fourteen (14) days advance written notice of the place, date and time of every meeting, unless all Trustees agree to shorter notice and, with respect to meetings of the Trustees open to Tribal Members, fourteen (14) days notice shall be posted in the office of administration of the Trust and the Council;

(i) All Trustees shall maintain notice of a current residence address at the place of administration of the Trust and notice to that address shall be good and sufficient notice for all purposes of this Agreement;



**ARTICLE 15:     AUDIT REQUIREMENTS**

- 15.1       Each year the Trustees shall appoint an auditor with qualification as a chartered accountant, certified general accountant or certified management accountant and licensed in Manitoba and cause to be conducted a once annual consolidated trust audit of the Trust Capital Account, the Tribal Trust-Expense Account and the Trust Development Account in accordance with generally accepted accounting principles, and the auditor so appointed shall also certify that all expenditures in all three (3) accounts were for purposes approved by this Agreement and were properly authorized in accordance with the requirements of this Agreement.
- 15.2       The Trustees, at the expense of the Beneficiary, shall engage the auditor to submit his written report on the financial statements for each Year for all three (3) accounts to the Trustees and the Council within ninety (90) days of the last day of each Year End.
- 15.3       The Trustees shall provide the First Nation through its Council with:
- (a)   A certified copy of the minutes of each meeting of the Trustees; and
  - (b)   A copy of all ledgers, registers and documents or recordings of transactions affecting the Trust Property as and when requested by Council from time to time.



15.4 Not less than two (2) Trustees shall attend meetings of the Tribal Members and Council meetings when requested by Council and shall report on the administration of the Trust Property in relation to the purposes of the Trust.

15.5 Any Tribal Member, at the expense of the Beneficiary, shall be entitled to receive a copy of the annual consolidated trust audit on request from the Trustees and without charge.

**ARTICLE 16: CONFLICT OF INTEREST**

16.1 A Trustee who:

- (a) Is a party or is related by blood or marriage to a party to material contract or proposed material contract of the Trustees entered into or to be entered into in accordance with this Agreement; or
- (b) Is a director, an officer or a principal or is related by blood or marriage to a person who is a sole proprietorship or partnership which is a party to a material contract or proposed material entered into in accordance with this Agreement, shall disclose in writing to the Trustees or request to have entered into the minutes of a meeting or meetings of Trustees the nature and extent of his interest.

16.2 The said disclosure required of a Trustee shall be made:

- (a) At the meeting at which a proposed contract is first

considered by the Trustee;

- (b) If the Trustee was not then interested in a proposed contract, at the first meeting after he becomes so interested;
- (c) If the Trustee becomes interested after a contract is made, at the first meeting after he becomes so interested; or
- (d) If a person who is interested in a contract later becomes a Trustee, at the first meeting after he becomes a Trustee.

16.3 A Trustee described in Article 16.1 may not vote on any resolution to approve the contract but may participate in any discussion of the contract.

16.4 For purposes of this Article a general notice to the Trustees by a Trustee declaring his or her interest in a material contract as provided for in Article 16.1 is a sufficient declaration of interest in relation to any contract so made.

16.5 A material contract involving this Agreement between the Trustees and one (1) or more of the Trustees, or between the Trustees and a company or organization of which one or more of the Trustees is a partner, shareholder, director or officer, or in which one or more of the Trustees has a material interest, is neither void nor voidable by reason of that relationship or by reason only that a Trustee with an interest in the contract is present at or its counted or determine the presence of a quorum at a

meeting of Trustees that authorized the contract if the Trustee disclosed his interest as required above and the contract was approved by the Trustees and is reasonable and fair to members of the Band at the time it was approved.

**ARTICLE 17:      AMENDMENT**

17.1      Subject to Article 3.2, this Agreement may be amended by written agreement between the Council and the Trustees, provided that:

- (a)      There shall be no amendment of this Agreement for a period of three (3) years from the date hereof; and
- (b)      The signing and delivery of any such amending agreement shall not be effective until ratified by the Eligible Tribal Members.

17.2      Such ratification shall be conducted in accordance with the voting procedures established in Article 18 hereof.

**ARTICLE 18:      VOTING PROCEDURE**

18.1      The Trustees shall establish a procedure for the taking of any vote of the Eligible Tribal Members required or authorized under this Agreement which procedure shall be consistent with the Ratification Procedure which is attached as Schedule "B" to the Settlement Agreement and shall provide:

- (a)      That all votes shall be by secret ballot;



- (b) For reasonable written notice to all Eligible Tribal Members of the date, time and place of the vote and the question to be voted upon;
- (c) That each Eligible Tribal Member entitled to vote shall have a reasonable opportunity to vote; and
- (d) That the question voted upon shall be determined by a majority of those casting their vote, provided that in the case of a vote taken with respect to a proposed amendment to this Agreement as required by not less than a majority of a majority of the Eligible Tribal Members entitled to vote.

**ARTICLE 19: NOTICE**

19.1 Whenever in this Agreement it is required that notice be given or served by any party to or on the others such notice shall be given or served in writing by delivering it personally or by forwarding it by Registered Mail to:

- (a) the First Nation at the following address:

Long Plain First Nation  
Edwin Post Office  
Edwin, Manitoba  
R0G 0G0

- (b) The Trustees in care of the current address of each Trustee as recorded pursuant to paragraph 14.1(i);

19.2 Any notice or communication shall be sufficient if delivered personally, or if delivered by registered mail, postage prepaid, addressed as set forth above, and shall be effective on delivery if delivered



personally or on the fourth business day after mailing, if mailed. In the event of an anticipated or actual stopping of postal service, registered mail shall not be sued.

**ARTICLE 20:      LIMITATION ON LIABILITY**

20.1      Without limiting the powers herein granted, the Trustees shall not be liable or accountable for:

(a) Any loss or damage resulting from the exercise of the discretion or the refusal to exercise a discretion either alone or together with the other Trustees; or

(b) Any loss of Trust Property

provided that every Trustee in exercising his or her powers and discharging their duties

(c) Acts honestly and in good faith with a view to the best interest of the Trust;

(d) Exercises the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances; and

(e) Does not act for his or her own personal benefit.

20.2      Without limiting the generality of Article 20.1, no Trustee shall be in breach of any duty in respect of the Trust whether fiduciary or otherwise or be held liable, answerable or accountable whether for a private profit, or damages or otherwise for any of

the following reasons:

- (a) The Trustees carried on a competing venture with any business carried on by this trust; or
- (b) The Trustee in his own right directly or indirectly owned, acquired, disposed of or failed to acquire or dispose of shares or other securities in any corporation or venture in which the Trust also owned shares or other securities.

**ARTICLE 21: OTHER PROVISIONS**

- 21.1 Wherever this Agreement requires that notice of a meeting be given to the Tribal Lodge and/or the Eligible Tribal Members:
  - (a) Such notice shall be in writing and shall be posted and displayed clearly both inside and outside the Council Office and the place of administration of the Trust not less than fourteen (14) days before the day on which the meeting is to be held and throughout the notice period; and
  - (b) Mailed by ordinary mail or delivered to each Eligible Tribal Member at his or her last known address at least fourteen (14) days before the day on which the meeting is to be held.
- 21.2 The Trustees may establish procedures for the conduct of meetings of the Tribal Lodge referred to herein and open meetings of the Trustees.
- 21.3 All meetings of the Tribal Lodge held pursuant to

this agreement shall be open to all Tribal Members.

21.4 This Agreement shall in all respects be construed under and regulated by the laws of the Province of Manitoba, and the parties agree that at all times the principal place of administration

21.5 The term of this Agreement shall commence on the date of execution of this Agreement and shall terminate December 31, 2019, on which date the Trust Property shall be transferred to the Beneficiary.

21.6 Any Trustee ("Off Reserve Trustee") not resident on a Reserve shall at all times maintain such agent or agents resident on a Reserve with sufficient authority to accept service of any civil process respecting the trusts created hereunder. In the absence of a designation by an off Reserve Trustee of another person as agent, any and all Trustees resident on a Reserve shall be the agent of such off Reserve Trustee.

21.7 The First Nation hereby nominates, appoints, and authorizes the Council to do all things, make all decisions and receive and lend all monies on behalf of the First Nation as called for by this Agreement.

21.8 The Trustees hereby attorn to the jurisdiction of the courts of the judicial subdivision from time to time encompassing the Long Plain Indian Reserve #6.

- 21.9        The Trust and its office shall be located on the Long Plain Indian Reserve #6, in the Province of Manitoba.
- 21.10       All civil actions respecting the creation, administration, execution and enforcement of the trusts created by this Trust Indenture shall be brought against, and served only on, the Trustees at the Long Plain First Nation #6 Reserve.
- 21.11        The headings are inserted solely for convenience and shall not control or affect the meaning or construction of any part of this agreement.
- 21.12        Words herein in the singular include the plural and words herein in the plural include the singular.
- 21.13        Words importing male persons include female persons and corporations.
- 21.14        Any resolution of the Council required for the purposes of this Agreement shall be passed at a meeting of the Council held in accordance with the procedures prescribed by the Indian Act and the regulations made thereunder.
- 21.14        No member of the House of Commons or the Senate may be admitted to any share of this Agreement or any benefit to arise therefrom.
- 21.15        The following Appendices form part of the Agreement:
- Appendix 'A'    Map Describing Trustees' Areas;



Appendix 'B'	Customs Council;
Appendix 'C'	Certificate of Trustees Regarding Eligible Entitlement Land;
Appendix 'D'	Band Council Resolution Consenting to the Acquisition of Eligible Entitlement Land;
Appendix 'E'	Band Council Resolution Declining the Acquisition of Eligible Entitlement Land;
Appendix 'F'	Results of Vote Report;
Appendix 'G'	Tariff of Trustees' Honoraria and Disbursements;
Appendix 'H'	Trustees' Certificate of Permitted Purpose;
Appendix 'I'	Trust Capital Account Land Acquisition Direction;
Appendix 'J'	Trust Capital Account Annual Income Direction;
Appendix 'K'	Trust Capital Account Investment Direction;
Appendix 'L'	Trust Development Account Direction;

Appendix 'M'    Tribal ~~Trust~~ Expense    Account  
Direction;

Appendix 'N'    Tribal ~~Trust~~ Expense    Account  
Investment Direction;

Appendix 'O'    Trust    Capital    Account    Direction  
Regarding Solicitor's Fee's;

Appendix 'P'    Trust Capital Account Annual Income  
Advance;

Appendix 'Q' Trust Certificate;

Appendix 'R' Release Direction.

IN WITNESS WHEREOF the parties hereto have executed  
these presents as of the                      day of                      , 1994.

Long Plain First Nation  
as represented by Chief  
Council

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chief

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Councillor

Trustees of the Long Plain First  
Nation Entitlement Trust  
Agreement:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
MAX MERRICK

\_\_\_\_\_  
Witness

\_\_\_\_\_  
EUGENE PETERSON

\_\_\_\_\_  
Witness

\_\_\_\_\_  
BARBARA DANIELS ESAU

CANADA  
PROVINCE OF MANITOBA  
TO WIT:

)  
)  
)

AFFIDAVIT OF EXECUTION

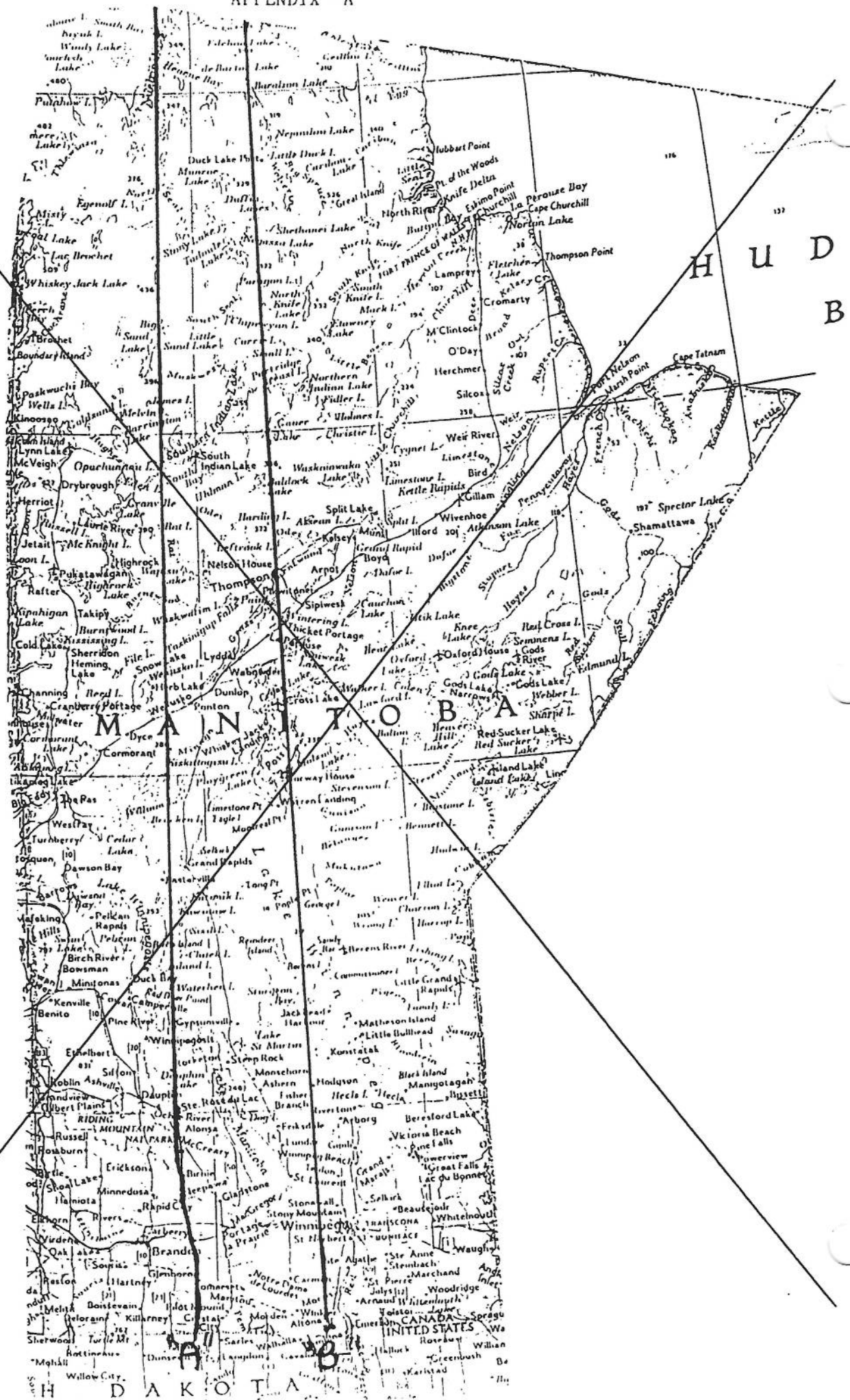
I, \_\_\_\_\_ of the  
of \_\_\_\_\_, in the Province of  
Manitoba,  
\_\_\_\_\_, Make OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did  
see \_\_\_\_\_, named in the within instrument, who  
is personally known to me to be the person named therein, duly  
sign and execute the same for the purposes named therein.
2. THAT the same was executed at the  
of \_\_\_\_\_, in the Province of Manitoba, on the day  
of, A.D. 199-, and that I am the subscribing witness thereto.
3. THAT I know the said, and he/she is in my belief of the  
full age of eighteen years or more.

SWORN BEFORE ME at the \_\_\_\_\_ )  
of \_\_\_\_\_, in \_\_\_\_\_ )  
the Province of Manitoba, \_\_\_\_\_ )  
this \_\_\_\_\_ day of \_\_\_\_\_, )  
A.D. 199 -. \_\_\_\_\_ )

A Commissioner for Oaths in  
and for the Province of  
Manitoba.  
My Commission expires:  
AND/OR BEING A SOLICITOR.







APPENDIX "A"





## APPENDIX "B"

### CUSTOMS COUNCIL

#### CLANS

Assiniboine, Paul and Rose  
Jack Beatty  
Daniels, Donald and Grace  
James Daniels  
Eva Francis  
George Hobson  
Yellowquill/ Houle  
John La Porte  
Alfred Longclaws  
Phillip Longclaws  
Jean Meeches  
Ted Meeches  
Art Meeches  
Angus Merrick  
Edna Merrick  
Louie Myran Sr.  
Tony Myran  
George Myran  
Florence Myran  
Clara Paul  
Andrew Perswain Sr.  
Violet Peters  
Isabel Peters  
Wallace Peters  
Doreen Prince  
John Smith  
Elsie Wescoupe  
Grant Woods  
Harry Myerion  
Ron Woods  
Elsie Beauchamp

#### REPRESENTATIVES

Feralin Assiniboine  
Sherman Beatty  
Darrell Daniels  
Laverne Daniels or Du-Wayne Daniels  
Selma Francis  
Trudy Hobson  
Elvis Houle  
William La Porte  
Jo'Anne Longclaws  
Tony Longclaws  
Debbie Meeches  
Rodney Meeches  
Vernon Meeches  
Evelyn Merrick Belcher  
Warren Merrick  
Kevin Myran  
Joe Myran  
  
Katie Peters  
Barb Cameron  
Andy Perswain Jr.  
Ivy Myran  
May Peters  
Ron Peters  
Larry Prince  
  
Ashley Wescoupe  
Marjorie Pelletier  
Robert Myerion  
Jo'Anne Meeches  
Kathy Myran

APPENDIX "C"

**CERTIFICATE OF TRUSTEES REGARDING  
ELIGIBLE ENTITLEMENT LAND**

TO: The Council

RE: Long Plain First Nation Trust Agreement made \* , 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \* , \* , and \* , as "Trustees" , OF THE SECOND PART, (the "Agreement")

REFERENCE is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

REFERENCE is further made to paragraph 4.1(j) of the Agreement.

PURSUANT TO PARAGRAPH 4.1(j), this is to certify that the acquisition of the within described eligible Entitlement Land will benefit the First Nation and be in its best interests:

(set out description using attachments if necessary)

We therefore request your consent to the acquisition of the said eligible Entitlement Land.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

The Trustees:

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee



APPENDIX "D"

**BAND COUNCIL RESOLUTION CONSENTING TO THE  
ACQUISITION OF ELIGIBLE ENTITLEMENT LAND**

**TO:** The Trustees

**RE:** Long Plain First Nation Trust Agreement made \* , 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees" , OF THE SECOND PART, (the "Agreement")

---

**REFERENCE** is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

**REFERENCE** is further made to paragraph 4.1(j) of the Agreement.

**WHEREAS** the Trustees have certified that the acquisition of the eligible Entitlement Land described herein would benefit the First Nation and be in its best interests;

**THE COUNCIL HEREBY RESOLVES AS FOLLOWS:**

**BE IT RESOLVED THAT THE COUNCIL DOES HEREBY CONSENT TO THE ACQUISITION OF THE ELIGIBLE ENTITLEMENT LAND.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 199\_.

The Council:

\_\_\_\_\_  
Chief

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

(set out description using attachments if necessary)

We therefore request your consent to the acquisition of the said eligible Entitlement Land.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

The Trustees:

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

**APPENDIX "E"**

**BAND COUNCIL RESOLUTION DECLINING TO CONSENT  
TO THE ACQUISITION OF  
ELIGIBLE ENTITLEMENT LAND**

**TO:** The Trustees

**RE:** Long Plain First Nation Trust Agreement made \* , 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees" , OF THE SECOND PART, (the "Agreement")

**REFERENCE** is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

**REFERENCE** is further made to paragraph 4.1(k) of the Agreement.

**WHEREAS** the Trustees have certified that the acquisition of the eligible Entitlement Land described herein would benefit the First Nation and be in its best interests;

**THE COUNCIL HEREBY RESOLVES AS FOLLOWS:**

**BE IT RESOLVED THAT THE COUNCIL DOES HEREBY DECLINE TO CONSENT TO THE ACQUISITION OF THE ELIGIBLE ENTITLEMENT LAND FOR THE FOLLOWING REASONS:**

(use attachment if necessary)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 199\_.

**The Council:**

\_\_\_\_\_  
Chief

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

APPENDIX "F"

RESULTS OF VOTE REPORT

TO: The Council

RE: Long Plain First Nation Trust Agreement made \* , 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \* , \* , and \* , as "Trustees" , OF THE SECOND PART, (the "Agreement")

---

REFERENCE is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

REFERENCE is further made to paragraph 4.1(m) of the Agreement.

A VOTE of the Eligible Tribal Members seeking their direction with respect to the acquisition of the eligible Entitlement Land described in the attachment hereto was held on the \_\_\_\_\_ day of \_\_\_\_\_, 199\_.

THE RESULTS OF THE VOTE ARE AS FOLLOWS:

TOTAL VOTES CAST: \_\_\_\_\_

VOTES IN FAVOUR OF ACQUISITION: \_\_\_\_\_

VOTES OPPOSED TO ACQUISITION: \_\_\_\_\_

PURSUANT TO PARAGRAPH 4.1(m), THESE RESULTS ARE BINDING ON THE COUNCIL AND THE TRUSTEES.



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 199\_.

The Trustees:

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

## APPENDIX "G"

### TARIFF OF TRUSTEES' HONORARIA AND DISBURSEMENTS

Trustees shall be entitled to an honorarium and compensation for disbursements in an amount to be established by the Trustees subject to the approval of the Tribal Lodge at a meeting called by the Trustees for that purpose within sixty (60) days of the signing of this Agreement.

Trustees shall be entitled to be compensated for reasonable expenses reasonably incurred in the discharge of their duties herein based upon the following criteria:

(a) automobile mileage: \$                      per kilometre

(b) meals:

(i) breakfast: \$

(ii) lunch: \$

(iii) supper: \$

(c) other reasonable expenses which were reasonably incurred from time to time.

Receipts shall be provided by each Trustee to substantiate each expense and no recompense shall be provided without such receipts.

APPENDIX "H"

TRUSTEES' CERTIFICATE OF PERMITTED PURPOSES

TO: The Long Plain First Nation

RE: Long Plain First Nation Trust Agreement made \*, 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART and \*, \*, and \*, as "Trustees", OF THE SECOND PART, (the "Agreement")

REFERENCE is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

REFERENCE is further made to paragraph 6.2(c) of the Agreement.

PURSUANT TO PARAGRAPH 6.2(c), this is to certify that the proposed project described herein is one permitted under paragraph 6.2(a).

DESCRIPTION OF THE PROJECT: (attach document setting out project if insufficient space)

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

The Trustees:

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

APPENDIX "I"

TRUST CAPITAL ACCOUNT LAND ACQUISITION DIRECTION

TO: The Institution

RE: Long Plain First Nation Trust Agreement made \*, 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees", OF THE SECOND PART, (the "Agreement")

---

REFERENCE is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

REFERENCE is further made to Article 8.2 and clauses 4.2(d)(i) and (ii) of the Agreement and to the Trust Capital Account of the Trustees.

PURSUANT TO ARTICLE 8.2 AND CLAUSES 4.02(d)(i) and (ii), YOU ARE HEREBY AUTHORIZED AND DIRECTED to make the payment as described below from the Trust Capital Account of the Trustees subject to the requirements of Article 8.2 and clauses 4.02(c)(i) and (ii) of the Agreement, namely:

Amount:

Cdn. \$ \_\_\_\_\_

Name of Solicitor:

\_\_\_\_\_

Method of Payment:

\_\_\_\_\_

Description of Land:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



AND FOR SO DOING this shall be your good, sufficient and irrevocable authority.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_\_

The Trustees:

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

APPENDIX "J"

TRUST CAPITAL ACCOUNT ANNUAL INCOME DIRECTION

TO: The Institution

RE: Long Plain First Nation Trust Agreement made \*, 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees", OF THE SECOND PART, (the "Agreement")

---

REFERENCE is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

REFERENCE is further made to Articles 5, 6 and 8.3 of the Agreement and to the Trust Capital Account of the Trustees.

PURSUANT TO ARTICLES 5 AND 6, AS THE CASE MAY BE, AND ARTICLE 8.3, YOU ARE HEREBY AUTHORIZED AND DIRECTED to make the transfer as described below from the Trust Account of the Trustees subject to the requirements of Articles 5 and 6, as the case may be, and Article 8 of the Agreement, namely:

Amount: Cdn. \$ \_\_\_\_\_

To the Tribal Trust ~~Trust~~-Expense Account: \_\_\_\_\_

To the Trust Development Account: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

AND FOR SO DOING this shall be your good, sufficient and irrevocable authority.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

The Trustees:

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

APPENDIX "K"

TRUST CAPITAL ACCOUNT INVESTMENT DIRECTION

TO: The Institution

RE: Long Plain First Nation Trust Agreement made \*, 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees", OF THE SECOND PART, (the "Agreement")

---

REFERENCE is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

REFERENCE is further made to Articles 8.4 and 9 of the Agreement and to the Trust Capital Account of the Trustees.

PURSUANT TO ARTICLES 8.4 AND 9, YOU ARE HEREBY AUTHORIZED AND DIRECTED to make the payment as described below from the Trust Capital Account of the Trustees subject to the requirements of Articles 8.4 and 9 of the Agreement, namely:

Amount: Cdn. \$ \_\_\_\_\_

To or for the Credit of: \_\_\_\_\_

Method of Payment: \_\_\_\_\_

Description of Authorized Investment: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



AND FOR SO DOING this shall be your good, sufficient and irrevocable authority.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

The Trustees:

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

APPENDIX "L"

TRUST DEVELOPMENT ACCOUNT DIRECTION

TO: The Institution

RE: Long Plain First Nation Trust Agreement made \*, 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees", OF THE SECOND PART, (the "Agreement")

---

REFERENCE is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

REFERENCE is further made to Article 8.5 of the Agreement and to the Trust Development Account of the Council.

PURSUANT TO ARTICLE 8.5, YOU ARE HEREBY AUTHORIZED AND DIRECTED to make the payment as described below from the Trust Development Account of the Council subject to the requirements of Article 8.5 of the Agreement, namely:

Amount:

Cdn. \$ \_\_\_\_\_

To or for the Credit of:

\_\_\_\_\_

Method of Payment:

\_\_\_\_\_

Description of Permitted

\_\_\_\_\_

Purpose:

\_\_\_\_\_

\_\_\_\_\_

AND FOR SO DOING this shall be your good, sufficient and irrevocable authority.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

The Council:

\_\_\_\_\_  
Chief

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor

APPENDIX "M"

TRIBAL TRUST-EXPENSE ACCOUNT DIRECTION

TO: The Institution

RE: Long Plain First Nation Trust Agreement made \* , 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees", OF THE SECOND PART, (the "Agreement")

---

REFERENCE is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

REFERENCE is further made to Article 8.6 of the Agreement and to the Tribal Trust-Expense Account of the Trustees.

PURSUANT ARTICLE 8.6, YOU ARE HEREBY AUTHORIZED AND DIRECTED to make the payment as described below from the Tribal Trust Expense Account of the Trustees subject to the requirements of Article 8.6 of the Agreement, namely:

Amount:

Cdn. \$ \_\_\_\_\_

To or for the Credit of:

\_\_\_\_\_

Method of Payment:

\_\_\_\_\_

Description of Authorized Expense:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



AND FOR SO DOING this shall be your good, sufficient and irrevocable authority.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

The Trustees:

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

APPENDIX "N"

TRIBAL TRUST-EXPENSE ACCOUNT INVESTMENT DIRECTION

TO: The Institution

RE: Long Plain First Nation Trust Agreement made \*, 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees", OF THE SECOND PART, (the "Agreement")

---

REFERENCE is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

REFERENCE is further made to Article 8.7 of the Agreement and to the Tribal Trust-Expense Account of the Trustees.

PURSUANT TO ARTICLE 8.7, YOU ARE HEREBY AUTHORIZED AND DIRECTED to make the payment as described below from the Tribal Trust-Expense Account of the Trustees subject to the requirements of Article 8.7 of the Agreement, namely:

Amount:

Cdn. \$ \_\_\_\_\_

To or for the Credit of:

\_\_\_\_\_

Method of Payment:

\_\_\_\_\_

Description of Authorized Investment:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

AND FOR SO DOING this shall be your good, sufficient and  
irrevocable authority.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

The Trustees:

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

APPENDIX "O"

TRUST CAPITAL ACCOUNT DIRECTION REGARDING SOLICITOR'S FEES

TO: The Institution

RE: Long Plain First Nation Trust Agreement made \*, 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees", OF THE SECOND PART, (the "Agreement")

---

REFERENCE is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

REFERENCE is further made to Article 8.8 of the Agreement and to the Trust Capital Account of the Trustees.

PURSUANT TO ARTICLE 8.8, YOU ARE HEREBY AUTHORIZED AND DIRECTED to make the payment as described below from the Trust Capital Account of the Trustees subject to the requirements of Article 8.8 of the Agreement, namely:

Amount: Cdn. \$ \_\_\_\_\_

To or for the Credit: \_\_\_\_\_

Method of payment: \_\_\_\_\_

AND FOR SO DOING this shall be your good, sufficient and irrevocable authority.



DATED this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

The Trustees:

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

APPENDIX "P"

TRUST CAPITAL ACCOUNT ANNUAL INCOME ADVANCE

TO: The Institution

RE: Long Plain First Nation Trust Agreement Made \*, 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees", OF THE SECOND PART, (the "Agreement")

---

REFERENCE is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

REFERENCE is further made to paragraph 8.8(b) of the Agreement and to the Trust Capital Account of the Trustees.

PURSUANT TO Paragraph 8.8(b), YOU ARE HEREBY AUTHORIZED AND DIRECTED to make the transfer as described below from the Trust Capital Account of the Trustees subject to the requirements of paragraph 8.8(b) of the Agreement, namely:

To the Trust Development Account:

Amount: \_\_\_\_\_

To the Tribal Trust Expense Account:

Amount: \_\_\_\_\_

Method of Transfer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AND FOR SO DOING this shall be your good, sufficient and  
irrevocable authority.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

The Trustees:

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

APPENDIX "Q"

TRUSTEES' CERTIFICATE

TO: The Institution

RE: Long Plain First Nation Trust Agreement Made \*, 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees", OF THE SECOND PART, (the "Agreement")

---

REFERENCE is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

REFERENCE is further made to Article 8.10 of the Agreement.

PURSUANT TO ARTICLE 8.10, YOU ARE HEREBY ADVISED THAT EFFECTIVE THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_, THE FOLLOWING PEOPLE ARE THE TRUSTEES OF THE LONG PLAIN FIRST NATION TRUST:

---

---

---

---

---

---

---

Certified by: \_\_\_\_\_  
Trustee



APPENDIX "R"

RELEASE DIRECTION

TO: The Institution

RE: Long Plain First Nation Trust Agreement made \*, 1994, between the Long Plain First Nation, as the "First Nation", OF THE FIRST PART, and \*, \*, and \*, as "Trustees", OF THE SECOND PART, (the "Agreement")

---

REFERENCE is made to the Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

REFERENCE is further made to certain Investment Instruments held by the Institution pursuant to the Agreement in respect of purchases made from the Trust Capital Account or the Tribal Trust Expense Account of the Trustees and paragraph 10.1(e).

PURSUANT TO Paragraph 10.1(e), YOU ARE HEREBY AUTHORIZED AND DIRECTED to release, transfer and deliver the following Investment Instruments as indicated below against receipt from the indicated person of a bank draft or a certified cheque, or upon confirmed receipt by a direct deposit, wire transfer or otherwise to the relevant account, in the amount set forth below:

Description of Investment Instrument: \_\_\_\_\_

Method of Transfer or Delivery: \_\_\_\_\_

Effective Date (if not immediately effective): \_\_\_\_\_

Amount of Bank Draft, Certified Cheque or Wire Transfer: \_\_\_\_\_

Other Directions:

---

---

---

AND FOR SO DOING this shall be your good, sufficient and irrevocable authority.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

The Trustees:

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

**TREATY LAND ENTITLEMENT SETTLEMENT AGREEMENT  
SUPPORTING DOCUMENTS**

**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**

TABLE OF CONTENTS

Article 14.1(b):	Letter from Financial Institution
Article 14.1(d):	Certificate of Independant Financial Advice
Article 14.1(e):	Certificate of Independant Legal Advice

Privy Council Order 1994-5/1031

Order in Council (Manitoba) 585/1994

Letter re Municipal Tax Loss





PEACE HILLS TRUST

Lorne H. Davis  
VICE PRESIDENT, CREDIT & OPERATIONS

Corporate Office  
Peace Hills Trust Tower  
10th Floor, 10011 - 109 Street  
Edmonton, Alberta T5J 3S8  
Telephone: (403) 421-1606  
Fax: (403) 426-6568

August 4, 1994

The Minister of Indian Affairs and  
Northern Development  
c/o The Director of Lands and Trusts Services  
Department of Indian Affairs and  
Northern Development  
1100 - 275 Portage Avenue  
Winnipeg, Manitoba  
R3B 3A3

Dear Sirs:

**RE: LONG PLAIN FIRST NATION TRUST**

Please be advised that Peace Hills Trust Company has been named by the Trustees as the Financial Institution at which the Trust Account contemplated by the agreement in writing dated August 3, 1994 between the Long Plain First Nation and the individuals named as TRUSTEES therein (the "Trust Agreement") is to be maintained.

We wish to confirm to you the following:

1. Peace Hills Trust Company is a licensed trust company.
2. Peace Hills Trust Company has received and has reviewed the Trust Agreement.
3. Peace Hills Trust Company hereby undertakes to ensure the Trust Account is operated in accordance with the Trust Agreement.
4. Peace Hills Trust Company shall not permit the transfer of the Trust Property to another Financial Institution unless:
  - (a) The Trustees have given Peace Hills Trust Company 30 days prior written notice of their intention to transfer the Trust Property;

..../2

- (b) The new Financial Institution is a chartered bank, licensed trust company, or incorporated credit union or caisse populaire; and
  - (c) The new Financial Institution has provided Peace Hills Trust Company with a true copy of a letter to the Minister in identical form to this letter.
5. The writer has the authority to provide you with this letter and to bind Peace Hills Trust Company.

Yours truly,

**PEACE HILLS TRUST COMPANY**

A handwritten signature in black ink, appearing to read 'L. H. Davis', with a long horizontal flourish extending to the left.

Lorne H. Davis  
Vice President  
Credit & Operations

LHD/lk

CERTIFICATE OF INDEPENDENT FINANCIAL ADVICE

IN THE MATTER OF:

An Agreement between Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development, and the Long Plain First Nation relating to the satisfaction of the entitlement of the Long Plain First Nation to land under treaty (the "Settlement Agreement")

AND IN THE MATTER OF:

A further Agreement relating thereto, being an agreement between the Long Plain Indian Band and certain named individuals as trustees pursuant to which terms for the administration and management of the payment by Canada to the First Nation as provided for in the Settlement Agreement are set out (the "Trust Agreement")

Peace Hills Trust Co. HEREBY CERTIFIES THAT:

1. Peace Hills Trust Co. has presented information to the Chief and Council of the First Nation and the Initial Trustees relating to the deposit of the Federal Payment (as defined in the Settlement Agreement) which is to be paid by Canada to the First Nation and administered in accordance with the Trust Agreement.
2. Pursuant to that information, Peace Hills Trust Co. has been named as the Financial Institution to receive the Federal Payment.
3. Peace Hills Trust Co. has reviewed the Trust Agreement in its entirety and is prepared to provide services and advice within the terms set forth therein.

This certificate is effective as of the date of execution of the Settlement Agreement.

Dated at the Long Plain First Nation Reserve, in the Province of Manitoba, this 3rd day of August, 1994.

Peace Hills Trust Co.



Per: BRIAN BENDER  
Assistant Vice-President, Manitoba Region



# CERTIFICATE OF INDEPENDENT LEGAL ADVICE

IN THE MATTER OF:

An Agreement between Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development, and the Long Plain First Nation relating to the satisfaction of the entitlement of the Long Plain First Nation to land under treaty (the "Settlement Agreement")

AND IN THE MATTER OF:

A further Agreement relating thereto, being an agreement between the Long Plain Indian Band and certain named individuals as trustees pursuant to which terms for the administration and management of the payment by Canada to the First Nation as provided for in the Settlement Agreement are set out (the "Trust Agreement")

I, Jeffrey F. Harris, being entitled to practise law in the Province of Manitoba and being legal counsel to the Long Plain Indian Band ("the First Nation"), duly appointed, DO HEREBY CERTIFY THAT:

1. I am entitled to practise law in the Province of Manitoba and have been retained to advise the First Nation with regard to all matters relating to and arising out of its claim for land entitlement under the Per Capita Provisions of Treaty No. 1 and the revision thereto made July 20, 1876 (as that term is defined in the Settlement Agreement).
2. I have fully explained the legal nature and effect of the Settlement Agreement and Trust Agreement and the implementation of each such Agreement including, without limitation, :
  - (a) the entitlement of the Nation to land pursuant to the Per Capita Provision (as that term is defined in the Settlement Agreement) of Treaty No. 1 and the revision thereto made July 20, 1876; and



- (b) the manner in which the alleged claim of the First Nation for Loss of Use (as that term is defined in the Settlement Agreement) and other alleged claims of the First Nation (other than the claim for land entitlement under the Per Capita Provision) against Canada are dealt with under the terms of the Settlement Agreement; and
- (c) the treatment and placement of the Federal Payment (as that term is defined in the Settlement Agreement) into the Trust Capital Account, established pursuant to the Trust Agreement, rather than into the Consolidated Revenue Fund; and
- (d) the First Nation's options, duties, and liabilities in establishing the Trust Agreement; and
- (e) the release and indemnification required by Canada from the First Nation in consideration of the terms of the Settlement Agreement as same appear therein.

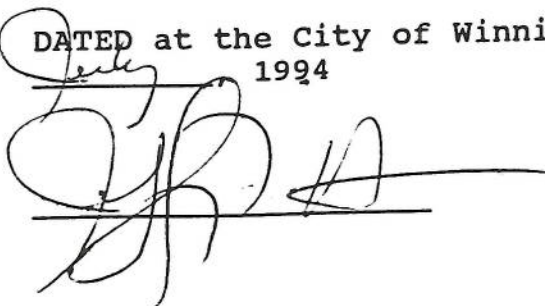
to the Chief and Councillors of the First Nation and to the members of the First Nation present at the Information Meetings listed below (held in accordance with the Ratification Procedures which form Schedule "B" of the Settlement Agreement):

<u>DATE</u>	<u>LOCATION</u>	<u>NO. PRESENT</u>
March 26/94	45 Robinson St. Wpg, Man.	200
March 28/94	393 - 9th St. Brandon, Man.	150
March 29/94	Long Plain Reserve	200

3. I have further explained the legal nature and effect of the Trust Agreement to the inaugural Trustees named in the Trust Agreement and their rights, duties, responsibilities, and liabilities as trustees appointed pursuant thereto.

This, my Certificate, is effective as of the date of execution of the Settlement Agreement.

DATED at the City of Winnipeg, in Manitoba, this 29<sup>th</sup> day of July 1994





CANADA

P.C. 1994-5/1031  
June 16, 1994

PRIVY COUNCIL • CONSEIL PRIVE

(T.B. Rec. 821697)

WHEREAS Canada and the predecessors of the Long Plain Indian Band are signatories to Treaty No. 1 dated September 3, 1871;

WHEREAS Long Plain Indian Reserve No. 6 was set apart for the use and benefit of the band by virtue of Order in Council P.C. 1913-2876 of November 21, 1913;

WHEREAS the Long Plain Indian Band did not receive all of the land to which it was entitled under Treaty No. 1 for reserve purposes;

WHEREAS the Long Plain Indian Band has made a specific claim with regard to these entitlement lands;

WHEREAS the Minister of Indian Affairs and Northern Development accepted the claim for negotiation on November 5, 1982;

WHEREAS Canada, without admitting liability, has agreed to enter into the Settlement Agreement;

WHEREAS the Long Plain Indian Band and the Minister of Indian Affairs and Northern Development, on behalf of Her Majesty in right of Canada, wish to effect the agreement in accordance with the terms, conditions and procedures set forth in the Settlement Agreement;

WHEREAS a ratification vote was held on the 10th, 11th and 12th days of May, 1994, for the members of the Long Plain Indian Band to consider the Settlement Agreement;

AND WHEREAS a majority of the electors of the Long Plain Indian Band approved the proposed Settlement Agreement;

THEREFORE, HIS EXCELLENCY THE GOVERNOR GENERAL IN COUNCIL, on the recommendation of the Minister of Indian Affairs and Northern Development and the Treasury Board, is pleased hereby to authorize the Minister of Indian Affairs and Northern Development to enter into the Settlement Agreement, attached hereto as Annex "A", on behalf of Her Majesty in right of Canada, with the Long Plain Indian Band.

CERTIFIED TO BE A TRUE COPY - COPIE CERTIFIÉE CONFORME

CLERK OF THE PRIVY COUNCIL - LE GREFFIER DU CONSEIL PRIVÉ





MANITOBA

# On Matters of State

Order in Council

585/ 1994

No. ....

To The Honourable the Lieutenant Governor in Council

The undersigned, the Minister of Northern Affairs

submits for approval of Council a report setting forth that:

WHEREAS Section 16 of the Executive Government Organization Act, S.M. c. E170) provides in part:

"16 The Lieutenant Governor in Council may authorize a minister, for and on behalf of the government, or an agency of the government, to enter into an agreement with:

- (a) the Government of Canada, or a minister or agency of the Government of Canada; or
- (b) ...
- (c) ...
- (d) ...

for the benefit or purposes of the residents of Manitoba or any part thereof".

## AND WHEREAS:

- A. Her Majesty the Queen in right of Canada under Treaty No. 1 is required to establish reserves for the use and benefit of the Long Plain First Nation;
- B. The Long Plain First Nation asserts that there remains outstanding treaty land entitlement with respect to such reserves, and this claim has been validated by Her Majesty the Queen in Right of Canada;
- C. Paragraph 11 of the Schedule "1" to the Constitution Act, 1930, and of the Schedule to the Manitoba Natural Resources Act (S.M. 1930, c.30) provides in part as follows:  

"... and the Province will from time to time, ... set aside, out of the unoccupied Crown lands hereby transferred to its administration, such further areas ... as necessary to enable Canada to fulfil its obligations under the treaties with the Indians of the province ...";
- D. It is for the benefit or purposes of residents of Manitoba or a part of Manitoba for the Minister on behalf of Her Majesty the Queen in right of Manitoba to enter into an agreement with Her Majesty the Queen in Right of Canada for the resolution of outstanding treaty land entitlement claims of the Long Plain First Nation substantially in the form of the attached Schedule "A";

Initiating Department/Agency	
Department/Agency	Authorizing Officer
N.A.	<i>[Signature]</i>
Approved by	Finance
C.G.O.	
Approved as to form by:	
Name	<i>[Signature]</i>
Civil Legal Services:	Initials
or Legislative Counsel:	<i>[Signature]</i>

## THEREFORE the Minister recommends:

1. THAT the Minister be authorized to enter into an agreement with Her Majesty the Queen in Right of Canada substantially in the form of the attached Schedule "A".

Signature

## IN THE EXECUTIVE COUNCIL CHAMBER, WINNIPEG

Upon consideration of the foregoing report and recommendation Council advises that it be done as recommended.

July 13, 1994

Date

## AT GOVERNMENT HOUSE IN THE CITY OF WINNIPEG

Approved and Ordered this 13th day of July A.D. 1994

President or Presiding Member

Lieutenant Governor



Indian and Northern  
Affairs Canada

Affaires indiennes  
et du Nord Canada

*Long Plain*

*Tom Saunders  
Bruce Hildner  
Jim Gally*

AUG 11 1994  
AOUT

Chief Peter Yellowquill  
Long Plain First Nation  
Edwin P.O.  
Edwin, Manitoba R0H 0G0



Dear Chief Yellowquill:

**Treaty Land Entitlement**

I sent you a letter dated April 7, 1994, setting out departmental practice concerning negotiations with municipalities over alleged tax losses resulting from reserve creation. Because this letter was sent to you before your settlement agreement with Canada was executed, I am advised that it merged with and is replaced by the terms of the settlement agreement under Article 16.1 of that agreement.

The purpose of this letter is to reiterate the contents of that letter and affirm its content, which was as follows:

"The purpose of this letter is to outline the Department's current practice on compensation for any municipal tax loss resulting from the creation of reserve lands.

It is the department's view that the determination of tax loss compensation, if any, should be based on actual (net) tax loss and limited to the municipal share portion of annual taxes, excluding school and hospital taxes. Net tax loss will include actual tax loss as a result of lands being removed from the assessment base and discounted for any replacement revenues, reduced cost of municipal services and the contribution (net increase) of assets.

.../2

Canada



- 2 -

The amount of compensation or the order of magnitude which the Department considers reasonable is the equivalent of allowing rural municipalities five years to adjust to the impact of municipal tax (net) revenue loss. The principles of this approach apply to all reserve creation initiatives when a municipality and the band do not achieve a negotiated settlement for tax loss on any other basis.

In instances where the Minister is asked to intervene because a settlement for tax loss cannot be achieved between a band and a municipality and it is assessed the band has made a reasonable offer(s), the Minister may after careful review decide to recommend that an Order in Council be procured setting aside the lands as reserve using his discretionary authority under the Additions to Reserves Policy, as it exists at this date.

It is the intent of this approach to allow municipalities and First Nations the opportunity to reach fair and reasonable settlements relating to the creation of reserves which allow municipalities to adjust to losses which may result from lands coming out of the assessment base."

Yours sincerely,



W. (Bill) Van Iterson  
Director General  
Lands and Environment

C.C.: Jeff Harris  
A.J. Gross  
H. Ryan