

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-

**ROSEAU RIVER INDIAN BAND,
(also known as
THE ROSEAU RIVER ANISHINAABE FIRST NATION)
as represented by
its Chief and Councillors**

OF THE SECOND PART



MARCH, 1996

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TREATY LAND ENTITLEMENT SETTLEMENT AGREEMENT

THIS AGREEMENT made this day of March , A.D. 1996

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-

ROSEAU RIVER INDIAN BAND,
(also known as "ROSEAU RIVER ANISHINAABE FIRST NATION")
as represented by its duly elected and incumbent
Chief and Councillors

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, 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:

...

and for the use of the Indians of whom Na-sha-ke-penais, Na-na-wa-nan, Ke-we-tayash, and Wa-ko-wush are the Chiefs, so much land on the Roseau River as will furnish one hundred and sixty acres for each family of five, or in that proportion for larger or smaller families, beginning at the mouth of the river ... 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 land allotted to the Indians."

AND WHEREAS the foregoing provision of Treaty No. 1 (referred to herein as "the Per Capita Provision") made singular provision for the the Indians of whom Na-na-wa-nan, Ke-we-tayash, and Wa-ko-wush were the Chiefs and for the Indians of whom Na-sha-ke-penais was the Chief;

AND WHEREAS the First Nation is the successor to the followers of Na-na-wa-nan, Ke-we-tayash, and Wa-ko-wush who resided in Canada or British North America as at September 4, 1871 and who were sometimes referred to as "the Pembina Band";

AND WHEREAS the lands commonly known as Roseau River Indian Reserve Nos. 2 and 2A were set aside for the use and benefit of the First Nation by Orders-in-Council dated January 20, 1917 and November 21, 1913 respectively;

AND WHEREAS Canada and the First Nation entered into negotiations with a view to resolving any and all obligations of Canada to the First Nation under and arising out of the Per Capita Provision and any and all other claims of any kind or nature whatsoever of the First Nation, whether known or unknown, relating thereto;


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 Reserves 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 funds to acquire the land to which it is entitled under the Per Capita Provision (to the extent provided for in this Agreement);



AND WHEREAS it is the intent and purpose of this Agreement to achieve a full and final settlement of any and all obligations of Canada to the First Nation under and arising out of the Per Capita Provision and any and all other claims of any kind or nature whatsoever of the First Nation, whether known or unknown relating thereto but so as 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) "Agent of the First Nation" means any third party acting for, on behalf of, or for the benefit of the First Nation and without limitation for the purpose of this Agreement means the Trustees;
- (b) "Authorised Expense" means the reasonable amounts the Trustees are authorised under the Trust Agreement to expend for the purpose of carrying out their responsibilities and obligations under the Trust Agreement, with respect to the investment and management of the Net Federal Payment (or any assets into which the Net Federal Payment may be converted in whole or in part) and the administration and management of the Trust Capital Account;



- (c) "Band List" means the list maintained by Canada pursuant to section 8 of the Indian Act of persons who are Members of the First Nation;
- (d) "Canada" means Her Majesty the Queen in right of Canada as represented by the Minister of Indian Affairs and Northern Development;
- (e) "Council" means the "council" of the First Nation as that term is defined in the Indian Act;
- (f) "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 (as amended) 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;

- (g) "Custom Council" means the representative body of the First Nation selected by its custom;
- (h) "Eligible Member" means a person:
- (i) whose name appears on the publicly available Band List or whose name does not so appear but who has submitted an application to have his or her name so entered and such application has been approved by Canada; and
 - (ii) who is over the age of 18 years; and
 - (iii) who has not been found mentally incompetent or otherwise unable to manage his or her own affairs by a court of competent jurisdiction
- as of the date of the vote referred to in Article 11.1;
- (i) "Federal Payment" means the funds to be provided by Canada to the First Nation pursuant to Article 2;
- (j) "First Nation" means the Indians of whom Na-na-wa-nan, Ke-we-tayash, and Wa-ko-wush were the chiefs and who resided in Canada or British North America as at September 4, 1871, (sometimes referred to as the "Pembina Band"), and whose descendants are now known as the Roseau River Indian Band, a "band" within the meaning of the Indian Act, and all past, present and future Members of the said Roseau River Indian Band;
- (k) "Indian Act" means the Indian Act, RSC 1985, c. I-5 as amended or, where the context requires, former or successor legislation;

- (l) "Loss of Use Claim" means any claim and all claims of whatever kind or nature whatsoever, whether known or unknown, the First Nation has had, has now, or may hereafter have relating to or arising from the allegation that the First Nation did not receive the land to which the First Nation or any Members thereof were entitled under the Per Capita Provision including, without limitation, all claims for damages alleged to have been suffered by the First Nation or any Members of the First Nation as a result;
- (m) "Manitoba" means Her Majesty the Queen in right of Manitoba;
- (n) "Member of the First Nation" means a person who is on or is eligible to be on the Band List or, if not on the Band List or eligible to be on the Band List, is nonetheless considered to be or is eligible to be considered by the First Nation to be a member of the First Nation (and in the case of references to past or future Members of the First Nation in this Agreement, this definition shall be read with the appropriate changes in the verb tense employed herein);
- (o) "Municipal Tax Loss" means any claim and all claims of any city, town, village, municipality, local government district, or school board 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, net of any replacement revenues, reduced cost of local service delivery, and any contribution towards or recovery of capital assets;



(p) "Net Federal Payment" means the Federal Payment less the amounts referred to in Articles 2.2 and 6.1;

(q) "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:

...
and for the use of the Indians of whom Na-sha-ke-penais, Na-na-wa-nan, Ke-we-tayash, and Wa-ko-wush are the Chiefs, so much land on the Roseau River as will furnish one hundred and sixty acres for each family of five, or in that proportion for larger or smaller families, beginning at the mouth of the river ... 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 land allotted to the Indians."

(r) "Ratification Procedure" means the procedure set forth in Schedule "A" attached to this Agreement and employed by the First Nation for the purpose of authorising the Council of the First Nation to execute this Agreement and all necessary and ancillary other agreements or documents, including, without limitation, the Trust Agreement;

(s) "Reserve" means a "reserve" as that term is defined in the Indian Act;

(t) "Third Party Interest" means:

(i) any right, covenant, or interest of any kind or nature whatsoever (including without limitation, any agreement to purchase, option to purchase, lease, option to lease, profit a prendre,

easement, permit, license, or any right of access to explore or exploit the mines and minerals under such lands) the holder of which interest is not Canada, Manitoba, the First Nation or the Trustees in respect of lands that have been acquired by the First Nation or the Trustees and which lands the First Nation wishes Canada to set apart as Reserve pursuant to Article 4; or

(ii) Municipal Tax Loss (if any);

(u) "TLE Committee" means Treaty Land Entitlement Committee of Manitoba, Inc. which represents certain Indian Bands which signed or adhered to Treaty Nos. 1, 3, 4, 5, 6, and 10;

(v) "Treaty Reserve Claim" means any claim and all claims of whatever kind or nature whatsoever whether known or unknown, the First Nation, or the Members of the First Nation has had, has now, or may hereafter have relating to or arising from the allegations by the First Nation that:

(i) the Per Capita Provision, by its express terms, established a reserve for the use and benefit of the First Nation;

(ii) the boundaries of Indian Reserves Nos. 2 and 2A do not now correspond or have never corresponded, in whole or in part, to the reserve alleged by the First Nation to have been established by the express terms of the Per Capita Provision for the use and benefit of the First Nation, whether in size, location, land quality, quality, quantity or availability of resources (including timber) or otherwise; and

(iii) the First Nation is entitled to damages or other relief of whatever kind or nature whatsoever, whether known or unknown, arising from the allegation set out in clause (ii) hereof, including without limitation:

- A. the claims alleged by the First Nation in a document entitled "Treaty Land Entitlement Loss Claim" dated July, 1993; or
- B. the relief sought by and on behalf of the First Nation in Federal Court (Trial Division) Suit No. T-2224-93;

- (w) "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 "B" attached to this Agreement (and includes any validly ratified subsequent amendment or variation to such agreement);
- (x) "Trust Capital Account" means the account to be established by the Trustees pursuant to the Trust Agreement; and
- (y) "Trustee" means a person appointed as such pursuant to the Trust Agreement.

ARTICLE 2: FEDERAL PAYMENT

2.1 Subject to the terms of this Agreement (and without limitation, subject to Articles 2.2, 6.1, and 12.2), Canada shall provide the First Nation with a Federal Payment in the amount of \$14,000,000.00 which payment shall be made within 30 days of the date this Agreement comes into force.

- 2.2 Notwithstanding Article 2.1, in the event the First Nation should select unoccupied Crown land presently under the administration and control of Manitoba and Manitoba agrees to transfer administration and control of such land to Canada as part of Manitoba's obligations under paragraph 11 of Schedule 1 of the Constitution Act, 1930, prior to the advance of the Federal Payment by Canada, the amount of the Federal Payment shall be reduced by an amount equal to the fair market value of such land (as determined by generally accepted principles of land appraisal and inclusive of the value of any improvements made to or situated on such lands).
- 2.3 The First Nation confirms that, as of the date of the execution of this Agreement, it has not expressed any interest in selecting any lands presently under the administration and control of Canada and the First Nation undertakes and agrees that of, at any time after the date of the execution of this Agreement it has an interest in acquiring any such lands, the First Nation (or the Trustees):
- (a) shall not pursue the acquisition of such lands from Canada until after the advance of the Federal Payment; and
 - (b) thereafter shall pursue the acquisition of such lands in the manner contemplated by Article 4.12.



ARTICLE 3: USE OF THE NET FEDERAL PAYMENT

- 3.1 The First Nation hereby irrevocably authorises and directs Canada to pay the Net Federal Payment being the sum of \$12,500,000.00 (subject to any reduction in the Federal Payment, as provided in Article 2.2) into the Trust Capital Account.
- 3.2 Subject to the provisions of this Agreement, the parties hereby express their intention that the total amount of land set apart for the use and benefit of the First Nation shall be increased by 5861 acres (including all mines and minerals) within 15 years from the date this Agreement comes into force and, to that end, the First Nation agrees and undertakes to ensure that the Trust Agreement is not varied in any way so as to be inconsistent with this Article.
- 3.3 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 5861 acres (including all mines and minerals):
- (a) the Trustees shall have, as a primary duty to the First Nation, the obligation to purchase 5861 acres of land (including all mines and minerals) with the intention of having that land set apart as Reserve by Canada for the use and benefit of the First Nation in accordance with Article 4; and
 - (b) such duty of the Trustees shall be discharged within 10 years from the date this Agreement comes into force; and

- (c) in the event the Trustees default in the performance of such primary duty or in the event some or all of the land so acquired has not been accepted by Canada as suitable to be set apart as Reserve for the use and benefit of the First Nation, then the Trustees shall have no power to make use of the Net Federal Payment or any income derived from the Net Federal Payment (including any capital or currency gains within the meaning of the Income Tax Act, RSC 1985, c. I-48), except to pay Authorised Expenses and to acquire land with the intention of having that land set apart as Reserve by Canada for the use and benefit of the First Nation in accordance with Article 4

and the First Nation further agrees and undertakes that the Trust Agreement shall not be varied in any way so as to be inconsistent with this article.

- 3.4 The First Nation further agrees and undertakes to ensure that the Trust Agreement shall at all times provide that the Trustees shall not make a per capita distribution from the Net Federal Payment or any other property under the control of the Trustees either directly or indirectly to any Member of the First Nation or any other person and the First Nation further agrees and undertakes that the Trust Agreement shall not be varied in any way so as to be inconsistent with this article.
- 3.5 In the event the First Nation receives a distribution of the Net Federal Payment (or any portion thereof or any property into which the Net Federal Payment may be converted) or any other property under the control of



the Trustees 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.

- 3.6 It is expressly agreed by the First Nation that the Net Federal Payment shall be conclusively deemed not to be "Indian monies" within the meaning of the Indian Act.
- 3.7 Canada acknowledges that the Net Federal Payment, paid into the Trust Capital Account, are monies given to the First Nation in fulfilment of Canada's obligations in respect of the land entitlement of the First Nation under or arising out of the Per Capita Provision.

ARTICLE 4: RESERVE LANDS

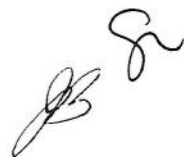
- 4.1 The First Nation undertakes and agrees that it shall use its best efforts to acquire (whether by and through the Trustees or otherwise) and thereafter shall request Canada to set apart for the use and benefit of the First Nation as Reserve a minimum of 5861 acres of land (including all mines and minerals), which lands may be acquired from Manitoba or from private owners.
- 4.2 Canada agrees to take all necessary steps to set apart any amount of land to be acquired by the First Nation up to 16,218 acres but in any event not less than 5861 acres, as Reserve, 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 in Manitoba or the area ceded by the First Nation under Treaty One, provided that where such land is under the administration and control of Manitoba and another Indian band protests the selection or acquisition of such land as Reserve by the First Nation (whether before or after the advance of the Federal Payment, as the case may be), the First Nation shall be responsible for resolving such protest to the satisfaction of that other Indian Band and Canada;
- (b) the First Nation has delivered to Canada a Band Council Resolution duly executed by the Council requesting that such lands be set apart as Reserve by Canada 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) all other documents necessary to permit Canada to set same apart as a Reserve for the use and benefit of the First Nation where the land is not under the administration and control of Manitoba;
- (c) the setting apart of such lands as Reserve satisfies the "Additions to Reserve Policy" established by Canada as that policy exists as of the date this Agreement comes into force (and the First Nation acknowledges a true copy of which policy has been provided to the First Nation by Canada);



- (d) the Council of the First Nation, the Surveyor General of Canada, and the Director of Surveys of Manitoba (if required) each approve a survey of such lands;
- (e) all costs of transferring fee simple title or administration and control (as the case may be) of such lands to Canada are paid for by the First Nation, except to the extent provided in Article 6.2;
- (f) Manitoba passes the appropriate Order-in-Council transferring administration and control of:
 - (i) such lands to Canada, in the event such lands are under the administration and control of Manitoba; or
 - (ii) any residual interest in Manitoba in such lands to Canada, in the event such lands are not under the administration and control of Manitoba; and
 - (iii) the Crown Reservations in such lands to Canada, in the event same have been reserved to Manitoba;
- (g) Canada accepts the transfer of administration and control of such lands from Manitoba or the transfer of fee simple title to such lands from the First Nation or the Trustees (as the case may be) for the purpose of setting them aside as Reserve for the use and benefit of the First Nation;



- (h) 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, the First Nation, or any third party (including without limitation the Trustees) in connection with removing, discharging, or accommodating such Third Party Interests; and
- (i) the Governor-in-Council passes the appropriate Order-in-Council setting the lands apart as a Reserve for the use and benefit of the First Nation.

4.3 Where the First Nation or the Trustees have acquired land, dealt with such Third Party Interests as may affect such land in a manner acceptable to Canada, Manitoba, and the First Nation, and requested Canada to set such land apart as Reserve for the use and benefit of the First Nation, Canada undertakes:

- (a) to consider such land within the context of the "Additions to Reserve Policy" within a reasonable period of time; 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 so proceed and the conditions set out in Article 4.2 have been satisfied in full.



- 4.4 The acquisition of land by or on behalf of the First Nation and the setting apart of same as Reserve by Canada under Article 4.2 may take place over a period of time and may be accomplished by the acquisition or selection of a series of individual parcels and in such case, it is understood and agreed that the provisions of Article 4.2 apply to and must be satisfied in full with respect to each and every such parcel so acquired or selected.
- 4.5 It is understood and agreed that for the purposes of the "Additions to Reserve Policy", up to 16,218 acres of land acquired or selected by or on behalf of the First Nation and which the First Nation requests Canada to set apart as Reserve for its use and benefit shall be deemed to be lands acquired by the First Nation pursuant to a "Treaty Land Settlement Agreement", provided such lands are acquired within 15 years from the date this Agreement comes into force.
- 4.6 The First Nation hereby agrees by and through its Council to execute such resolutions as may, from time to time, be required confirming its consent to Canada 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 by Canada as Reserve for the use and benefit of the First Nation pursuant to Article 4.2.
- 4.7 Notwithstanding any provision of this Agreement but subject to Articles 4.8 and 6.2, it is understood that Canada will not be responsible for the payment of:



- (a) any costs associated with the identification of land and the approval of the acquisition of same by the the First Nation, the Members of the First Nation, the Council, the Custom Council, or the Trustees; and
- (b) any costs paid or payable by the First Nation or the Trustees 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 4.2 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, and land search and transfer costs; and
- (c) any costs associated with removing, discharging, or accommodating Third Party Interests other than any internal administrative costs of Canada relating thereto.

4.8 Notwithstanding Articles 4.2(c) and 4.2(h), but subject to Article 7.1(b)(vi)(C) 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, Canada may, upon review and in Canada'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.

4.9 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 Net Federal Payment will provide the First Nation or the Trustees with sufficient funds to acquire 16,218 acres of land and for the other attendant purposes herein, including, without limitation, payment of all costs associated with acquiring such an amount of land and removing, discharging, or accommodating any Third Party Interests; or
- (b) any undertaking or commitment by Canada to provide the First Nation or the Trustees 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 (including, without limitation, payment of all costs associated with acquiring 16,218 acres of land and removing, discharging, or accommodating any Third Party Interests), in the event the Net Federal Payment does not provide the First Nation with sufficient funds to acquire 16,218 acres of land and for such other attendant purposes; or
- (c) notwithstanding Articles 4.2 and 4.3, any representation or warranty of any kind or nature whatsoever by Canada that any particular parcel of land acquired by the First Nation or the Trustees:
 - (i) will, with certainty, be set apart as Reserve for the use and benefit of the First Nation; or

(ii) will be set apart as Reserve for the use and benefit of the First Nation within any certain period of time

and Canada shall not be liable for any losses, damages, or expenses of any kind or nature (direct or indirect) howsoever incurred by the First Nation or the Trustees as a result of or in any way arising from delay or failure by Canada to set a particular parcel of land apart as Reserve for the use and benefit of the First Nation either:

(iii) within a certain period of time; or

(iv) at all.

4.10 Canada undertakes that, in fulfilling its obligations under this Agreement:

- (a) where any act of Canada requires as a precondition thereto the exercise of any discretion, such discretion shall be exercised reasonably; and
- (b) Canada shall perform its obligations on a timely basis; and
- (c) Canada shall use its best efforts to facilitate the achieving of the objective of this Agreement.

4.11 It is understood and agreed that lands acquired by or on behalf of the First Nation, transferred to Canada, and subsequently set apart by Canada for the use and benefit of the First Nation as Reserve pursuant to this Agreement have been transferred to Canada for the purpose of permitting Canada to fulfil Canada's

obligations in respect of the land entitlement of the First Nation under or arising out of the Per Capita Provision.

4.12 Notwithstanding any other provision of this Agreement and for greater certainty, in the event following the advance of the Federal Payment to the First Nation as provided for herein the First Nation or the Trustees should wish to:

- (a) acquire unoccupied or occupied Crown lands which are under the administration and control of Manitoba and Manitoba agrees to transfer administration and control of such lands to Canada for that purpose; or
- (b) acquire lands which are under the administration and control of Canada and Canada is prepared to makes such lands available to the First Nation

it is understood and agreed that the First Nation (or the Trustees) will be required to purchase such land:

- (c) from Manitoba at such price as the First Nation and Manitoba may agree; or
- (d) from Canada at its fair market value, inclusive of the value of any improvements made to or situated on such lands

as the case may be.

ARTICLE 5: IMPLEMENTATION ISSUES

5.1 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 related to the implementation of Article 4.2 of this Agreement.

5.2 While the First Nation is not one of the Indian Bands represented by the TLE Committee, the parties agree that, the First Nation may have the benefit of the resolution of any matters which Canada, Manitoba, and the TLE Committee negotiate and agree upon which deal with or are related to the implementation of Article 4.2 of this Agreement:

(a) to the extent the existing policies of Canada and Manitoba which relate to the setting apart of land as Reserve for the use and benefit of Indian bands generally are amended or replaced; but

(b) subject to:

(i) the further agreement of the parties following the conclusion of a final agreement between Canada, Manitoba, the TLE Committee; and

(ii) the consent of Manitoba; and



(iii) the First Nation undertaking to bear all costs (direct or indirect), if any, thereby incurred by the First Nation, the TLE Committee (or any other agent of the Indian bands whom the TLE Committee represents), Canada, or Manitoba.

5.3 The parties further agree that:

- (a) until Canada, Manitoba, and the TLE Committee reach a final agreement in their negotiations and in the event such final agreement results in the existing policies of Canada and Manitoba relating to the setting apart of land as Reserve for the use and benefit of Indian bands generally are amended or replaced; or
- (b) in the event Canada, Manitoba, and the TLE Committee fail to reach a final agreement; or
- (c) in the event Canada, Manitoba, and the TLE Committee reach a final agreement which does not result in the existing policies of Canada and Manitoba relating to the setting apart of land as Reserve for the use and benefit of Indian bands generally being amended or replaced or does not deal with one or more matters relating or necessarily incidental to the implementation of Article 4.2 of this Agreement; or
- (d) the parties do not agree or Manitoba does not consent to the First Nation having the benefit of the resolution of any matters which Canada, Manitoba, and the TLE Committee may negotiate and agree upon which deal with or are related to the implementation of Article 4.2 of this Agreement; or



- (e) the First Nation either declines to undertake or, having undertaken, fails to satisfy all costs (direct or indirect), if any, incurred by the First Nation, the TLE Committee (or any other agent of the Indian bands whom the TLE Committee represents), Canada, or Manitoba arising from the First Nation having the benefit of the resolution of any matters which Canada, Manitoba, and the TLE Committee may negotiate and agree upon which deal with or are related to the implementation of Article 4.2 of this Agreement

the implementation of Article 4.2 of this Agreement shall be carried out within the context of the existing policies of Canada and Manitoba relating to the setting apart of land as Reserve for the use and benefit of Indian bands generally and, more particularly in the case of Canada (but without limitation), the "Additions to Reserve Policy".

- 5.4 For greater certainty, it is the express intention of the parties that Article 5.2 shall create no financial obligations on the part of Canada, Manitoba, or the TLE Committee (or any other agent of the First Nations whom the TLE Committee represents) towards, to, or in favour of the First Nation.

- 5.4A Canada undertakes to provide the First Nation with a true copy of any final agreement as may be concluded between Canada, Manitoba, and the TLE Committee.

- 5.5 It is further understood that it is Canada's intent, at the time negotiations with the TLE Committee are concluded, to seek a remission order in favour of all Indian bands in Manitoba with whom treaty land



entitlement settlement agreements have been concluded and the agents of such bands (including the First Nation and Agents of the First Nation) in respect of tax otherwise payable pursuant to Part IX of the Excise Tax Act, R.S.C. 1985, c. E-15 (commonly known as the "Goods and Services Tax"), as the same relates to the purchase price paid by or on behalf of the First Nation in acquiring land under those agreements.

- 5.6 In the event Canada and the TLE Committee fail to reach an agreement to resolve the land entitlement of those Indian bands whom the TLE Committee represents by the day two years from the date this Agreement comes into force, Canada undertakes to seek such a remission order for the benefit of the First Nation within six months thereafter.
- 5.7 It is understood and agreed that any remission order for the benefit of the First Nation, as described in Articles 5.5 and 5.6, shall cover the acquisition by or on behalf of the First Nation of up to 16,218 acres of land, provided such lands are acquired within 15 years from the date this Agreement comes into force.

ARTICLE 6: SETTLEMENT AND OTHER COSTS

- 6.1 (a) The First Nation acknowledges and agrees that it has received from Canada the sum of \$697,824.00 by way of a loan for the purpose of satisfying negotiation, ratification, implementation and legal costs and disbursements incurred by the



First Nation and the Trustees and relating to or arising out of this Agreement and the Trust Agreement and the First Nation hereby authorizes and directs Canada to set off from the Federal Payment, such sum for the purpose of repaying such loan.

- (b) The First Nation further authorises and directs Canada to make payment of the sum of \$802,176.00 out of the Federal Payment to the First Nation in care of its solicitors Lofchick, Jones in trust for the purpose of satisfying all other costs of whatever kind or nature whatsoever incurred by the First Nation and the Trustees in the negotiation, ratification, and implementation and all legal costs and disbursements relating to or arising out of this Agreement and the Trust Agreement beyond those costs satisfied by means of the loan referred to in Article 6.1(a).

- 6.2 Canada further agrees that it will on a timely basis pay all reasonable costs incurred in connection with the environmental screening (as required by the "Additions to Reserve Policy") and final surveying of up to 4741 acres of land which are to be set apart as Reserve for the First Nation, provided that Canada's obligation hereunder shall expire fifteen years from the date this Agreement comes into force.



ARTICLE 7: RELEASE

7.1 In consideration of this Agreement and in particular the covenants contained therein (subject only to, but immediately and fully effective upon, the Federal Payment being provided to the First Nation in accordance with the terms of this Agreement), the First Nation, on its own behalf, and on behalf of all past, present, and future Members of the First Nation and their heirs, successors, administrators, and assigns does hereby:

- (a) release, cede, and surrender to Canada any claim and 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 limiting the generality of sub-article (i), all claims of whatever kind or nature whatsoever whether known or unknown based on Membership of the First Nation including past, present, or future Members of the First Nation or their descendants with respect to the Per Capita Provision; and
 - (iii) the Loss of Use Claim; and



(iv) the Treaty Reserve Claim; and

(v) any and all obligations or liability, whether fiduciary or otherwise, and any claim and all claims of whatever kind or nature whatsoever, known or unknown relating to or arising from:

A. the deposit, use, management, or administration of, or any other dealing with respect to the Net Federal Payment pursuant to the Trust Agreement; and

B. the use, management, administration, or operation of or any other dealing with respect to the Trust Capital Account; and

C. any and all actions, inactions, feaisance, malfeaisance, or negligence of the Trustees, including, without limitation, a breach by the Trustees of any or all of their obligations under the Trust Agreement (including their primary duty as described in Article 3.3(a)); and

(vi) any claim and all claims for or in respect of expenses incurred by the First Nation or the Trustees:

A. associated with the identification of any lands the First Nation desires Canada to set apart as Reserve pursuant to Article 4.2 and the approval of the

acquisition of same by the First Nation, the Members of the First Nation, the Council, the Custom Council or the Trustees; and

B. 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 4.2 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

C. associated with removing, discharging, or accommodating Third Party Interests; and

(vii) any claim and all claims of whatever kind or nature whatever kind or nature whatsoever, known or unknown, in the event the Net Federal Payment does not provide the First Nation (or the Trustees) with sufficient funds to acquire 16,218 acres of land and for the other attendant purposes herein including, without limitation, payment of all costs associated with acquiring such an amount of land and removing, discharging, or accommodating any Third Party Interests; and

(viii) any claim and all claims of whatever kind or nature whatever kind or nature whatsoever, known or unknown, in respect of any losses,

damages, or expenses of any kind or nature (direct or indirect) howsoever incurred by the First Nation or the Trustees as a result of or in any way arising from any delay or failure by Canada to set a particular parcel of land apart as Reserve for the use and benefit of the First Nation either within any certain period of time or at all; and

- (ix) any claim and all claims of whatever kind or nature whatsoever, known or unknown in the event the First Nation (or the Trustees) desires to acquire land under the administration and control of Canada but Canada declines to make such land available to the First Nation or Canada agrees to make such land available but the First Nation (or the Trustees) and Canada cannot or do not agree on the fair market value of such lands; and
- (x) any claim and all claims of whatever kind or nature whatever kind or nature whatsoever, known or unknown, in respect of or for funding or any other financial assistance, grant, or payment (direct or indirect), to permit the First Nation to have the benefit of, access to, or make use of any amendment or replacement of the existing policies of Canada or Manitoba relating to the setting apart of land as Reserve for the use and benefit of Indian bands generally that result from the conclusion of a final agreement between Canada, Manitoba, and the TLE Committee; and




- (xi) any claim and all claims of whatever kind or nature whatever kind or nature whatsoever, known or unknown, by the First Nation or the Trustees in the event Canada seeks but fails to obtain the remission order referred to in Article 5.5 or 5.6 (as the case may be); and
- (xii) any claim and all claims for or in respect of all costs, legal fees and disbursements, travel and expenses expended or incurred by the First Nation, the Trustees or their representatives in relation to the negotiation, ratification, and implementation of this Agreement and the Trust Agreement; and
- (xiii) any and all obligations or liability, whether fiduciary or otherwise, and any claim and all claims of whatever kind or nature whatsoever, known or unknown relating to or arising from the deposit, use, management, or administration of, or any other dealing with respect to the proceeds from the loan referred to in Article 6.1(a) and the funds paid over to the solicitors of the First Nation pursuant to Article 6.1(b); and
- (xiv) any and all obligations or liability, whether fiduciary or otherwise, and any claim and all claims of whatever kind or nature whatsoever, known or unknown relating to or arising from the Ratification Procedure; and



(xv) any claim and all claims of whatever kind or nature whatsoever, known or unknown, (and, without limiting the generality of the foregoing with respect to entitlement to land) arising out of, relating to, or in any way based upon the obligation of and undertaking given by Canada to the Indians of whom Na-sha-ke-penais was Chief as at August 3, 1871 under the provisions of Treaty No. 1 (and without limiting the generality of the foregoing, the Per Capita Provision); and

(xvi) any claim and all claims of whatever kind or nature whatsoever, known or unknown of, on behalf of, or in respect of any of the Indians of whom Na-na-wa-nan, Ke-we-tayash, and Wa-ko-wush were the Chiefs and who did not reside in Canada or British North America as at September 4, 1871 or the descendants, heirs, successors, administrators, or assigns of such persons or any of them;

(xvii) any claim and all claims of whatever kind or nature whatsoever, known or unknown, arising out of or relating to a letter from John Munro, Minister of Indian Affairs and Northern Development, to Chief Felix Antoine of the First Nation dated November 5, 1982.



7.2 Furthermore the First Nation, on its own behalf and on behalf of all past, present, and future Members of the First Nation and their heirs, successors, administrators, and assigns does hereby:

- (a) waive any rights, actions or causes of actions, claims, demands, damages, costs, expenses, liability and entitlements of whatever kind or nature whatsoever whether known or unknown; and
- (b) undertake and agree not to assert any cause of action, action for a declaration, claim or demand of whatever kind or nature whatsoever, whether known or unknown

which the First Nation or any of the Members of the First Nation 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 any of the matters set out in Article 7.1.

7.3 Without limiting the generality of Article 7.2, the First Nation 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 any third party relating to or arising out of the Treaty Reserve Claim and, more particularly the First Nation hereby undertakes and agrees to:

- (a) forthwith discharge at its own cost any and all caveats filed under The Real Property Act RSM 1987, c. R30 or The Registry Act RSM 1987, c. R50 against any and all lands in Manitoba wherein a right to such lands is asserted by the First Nation on the basis of or arising out of the Treaty Reserve Claim; and



- (b) at no time in future to file any caveats under The Real Property Act or The Registry Act against any and all lands in Manitoba wherein a right to such lands is asserted by the First Nation on the basis of or arising out of the Treaty Reserve Claim.

7.4 Further without limiting the generality of Article 7.2 the First Nation undertakes and agrees that it shall at no time ever assert or benefit from (nor shall any Member of the First Nation benefit from) any cause of action, action for a declaration, claim or demand of whatever kind or nature whatsoever for, on behalf of, or in respect of any of the Indians of whom Na-na-wa-nan, Ke-we-tayash, and Wa-ko-wush were the Chiefs and who did not reside in Canada or British North America as at September 4, 1871 or the descendants, heirs, successors, administrators, or assigns of such persons or any of them.

7.5 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 or arising out of any of the matters set out in Article 7.1 and, inter alia, such releases are without prejudice to:

- (a) any claim arising from a verbal exchange between the Lieutenant Governor of Manitoba Adams Archibald and one Wa-sus-koo-koon 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 7.7; and

- (b) any claim that the First Nation is entitled to the benefit of a land entitlement based on 640 acres for each family of five (or in that proportion for larger or smaller families) as of the date a reserve was first surveyed for the use and benefit of the First Nation (which for greater certainty is the land entitlement provided for in some other treaties Canada concluded with other Indian bands), as opposed to the land entitlement provided for in the Per Capita Provision, except to the extent set out in Article 7.7; and
- (c) any right, claim, or action in respect of any surrender, alienation, or other disposition by Canada of reserve lands set apart for the use and benefit of the First Nation.

7.6 It is further understood and agreed that nothing herein constitutes an admission by Canada of the validity of any of the claims described in Article 7.5.

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7.7 In the event the First Nation advances a claim based on the allegations described in either or both Articles 7.5(a) or 7.5(b) which is validated or otherwise accepted by Canada or Canada should be held liable in respect of either or both 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 owing or payable to the First Nation in respect of same (whether expressed as entitlement to land or money in lieu of or in addition to entitlement to land):

- (a) the amount of land set apart as reserve by Canada for the use and benefit of the First Nation prior to the date of this Agreement; and
- (b) the amount of any unoccupied Crown land presently under the administration and control of Manitoba selected by the First Nation which Manitoba agrees to transfer to Canada prior to the advance of the Federal Payment by Canada; and
- (c) the amount of the Federal Payment

to the extent it is agreed or adjudged that such claim or claims (or any portion thereof):

- (d) arise out of or by virtue of the Per Capita Provision; or
- (e) would otherwise result in the First Nation being compensated for such claim or claims (or any portion thereof) twice having regard to the provisions of this Agreement and the basis upon which this Agreement and such settlement or judgment in respect of such claim or claims was reached or determined, as the case may be.



- 7.8 It is understood and agreed that the releases herein given by the First Nation are effective and binding and may be relied upon by Canada notwithstanding a failure on the part of the Trustees to satisfy, in whole or in part, their primary duty to the First Nation as set out in Article 3.3(a).
- 7.9 It is further understood and agreed that the releases herein given by the First Nation are without prejudice to any claims of the Brokenhead Indian Band (as successor of the Indians of whom of Na-she-ke-penais was Chief as at August 3, 1871) under the Per Capita Provision and for greater certainty, the First Nation gives no release in favour of Canada with respect to such claims of the Brokenhead First Nation.
- 7.10 Notwithstanding Article 7.9, and without limiting the generality of Article 7.2, neither the First Nation, any Member of the First Nation nor the heirs, successors, administrators, or assigns of any such person shall advance or participate in any claim under or pursuant to the Per Capita Provision on behalf of the Brokenhead Indian Band nor shall the First Nation, any Member of the First Nation nor the heirs, successors, administrators, or assigns of any such person benefit from or participate in a settlement of such a claim (if any), provided that nothing herein shall prejudice the rights of any person who, at any time, ceases to be a Member of the First Nation and becomes instead a member of the Brokenhead Indian Band from benefiting from or participating in any settlement of any claim of the Brokenhead Indian Band under the Per Capita Provision, it being understood that in calculating the amount of any such settlement, such person will not be taken into account.



ARTICLE 8: INDEMNITY

8.1 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, brought, or incurred by or on behalf of the First Nation, the Council, the Custom Council, the Trustees, or any Member of the First Nation, including any heirs, successors or permitted assigns of such Member after the date this Agreement comes into force, whether known or unknown, against Canada in respect of any and all of the matters set out in Articles 7.1 and 7.4:

- (a) provided that, in the case of any suits, actions, causes of action, claims, demands, damages, costs or expenses, initiated, made or incurred by any Member of the First Nation (other than a Trustee acting in that capacity), the decision to commence such proceeding has been ratified by the Eligible Members or endorsed by the Council or by the Custom Council; and
- (b) provided further that the indemnity herein given does not extend to any suits, actions, causes of action, claims, demands, damages, costs or expenses in respect of any or all of the matters set out in Article 7.1 and 7.4 initiated, brought or incurred after the date this Agreement comes into force by any person who:
 - (i) had his or her name entered on the Band List; and



- (ii) had been adopted by a person who was or persons who each were not registered as an "Indian" within the meaning of the Indian Act; and
- (iii) was over the age of 18 years; and
- (iv) had not been found mentally incompetent or otherwise unable to manage his or her own affairs by a court of competent jurisdiction; and
- (v) had never made contact with his or her birth parents, any member of his or her birth family or the Council or the Custom Council or who had not had his or her name entered on the publicly available Band List

as of the date of the vote referred to in Article 11.1 whether such suit, action, cause of action, claim, demand, damage, cost or expense is initiated, made, or incurred by such person:

- (v) on his or her own behalf; or
- (vi) on his or her own behalf and on behalf of some or all of any similar class of persons as hereinbefore described; or
- (vii) on behalf of or in the name of the First Nation, provided the decision to commence such proceeding has not been ratified by the Eligible Members has not been endorsed by the Council or by the Custom Council

but is based in whole or in part on the allegation that the releases given by the First Nation herein in favour of Canada are not binding or effective upon such person.

- 8.2 For greater certainty, ratification by the Eligible Members within the meaning of Article 8.1 does not necessarily mean ratification in a process similar to the Ratification Procedure.
- 8.3 The First Nation hereby agrees that any cause of action, action for a declaration, claim or demand of whatever kind or nature whatsoever commenced against Canada or Manitoba seeking damages or other relief in respect of any and all the matters referred to in Articles 7.1 and 7.4 (whether ratified by the Eligible Members or endorsed by the Council or the Custom Council or not) 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 entering summary judgment dismissing such proceedings, granting a temporary or permanent injunction or otherwise preventing such proceedings from continuing.

ARTICLE 9: FURTHER ASSURANCES

- 9.1 The parties undertake and agree 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 of this Agreement.



ARTICLE 10: ENUREMENT

10.1 This Agreement enures to the benefit of and is binding upon Canada, Her heirs, successors and permitted assigns, the First Nation, its heirs, successors and permitted assigns (including, without limitation, the Trustees), and upon all past, present, and future Members of the First Nation.

ARTICLE 11: APPROVALS

11.1 The parties confirm that:

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

have both been ratified by the Eligible Members in accordance with the Ratification Procedure, which, for greater certainty, is to say that it has been determined that the following question asked on the ballot in the Ratification Procedure has been answered in the affirmative in accordance with Article 19 thereof:

As a Voter of the Roseau River Indian Band do you agree with the terms and conditions of and do you authorize and direct the Council of the Roseau River Indian Band to sign:

1. *the proposed Settlement Agreement between Her Majesty the Queen in Right of Canada ("Canada") and the Roseau River Indian Band ("the First Nation") for the settlement of any and all obligations of Canada to the First Nation under and arising out of the Per Capita Provision of Treaty No. 1 (as defined in the Settlement Agreement) and any and all other claims of any kind or nature whatsoever of the First Nation, whether known or unknown relating thereto, including, without limitation, claims for Loss of Use and the Treaty Reserve Claim (both as described in the Settlement Agreement);*

2. *the proposed Trust Agreement between the First Nation and the Trustees for the administration and management of the payment by Canada to the First Nation (as provided for in the Settlement Agreement); and*
3. *all other necessary documents to give effect to the Settlement Agreement and the Trust Agreement?*

11.2 The parties further confirm that the Council has been authorised to execute this Agreement and the Trust Agreement by the Custom Council.

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

ARTICLE 12: COMING INTO FORCE

12.1 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) provision by the First Nation to Canada of a resolution passed by the Council authorising Canada to direct payment of the funds referred to in Article 6.1(b) to the solicitors for the First Nation, which resolution shall be in a form satisfactory to Canada and shall be certified by the Chief of the First Nation as having been properly passed at a duly convened meeting of the Council;

Handwritten initials: "gn" and a signature.

- (b) provision by the First Nation to Canada of a resolution passed by the Custom Council authorising the Council to enter into this Agreement and the Trust Agreement, which resolution shall be in a form satisfactory to Canada and shall be certified by the chairman of the Custom Council as having been properly passed at a duly convened meeting of the Custom Council;
- (c) provision by the First Nation to Canada of a resolution passed by the Council authorising the Council to enter into this Agreement and the Trust Agreement, which resolution shall be in a form satisfactory to Canada and shall be certified by the Chief of the First Nation as having been properly passed at a duly convened meeting of the Council;
- (d) execution of the Trust Agreement by the First Nation and establishment of the Trust Capital Account by the Trustees; and
- (e) 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 and it is prepared to act in accordance with its terms;
 - (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 Net Federal Payment in accordance with the provisions of this Agreement; and

- (f) 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
- (g) 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 in investing the Net Federal Payment and in establishing the Trust Capital Account; and
- (h) 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 entitlement pursuant to the Per Capita Provision and all other claims of any kind

or nature, whether known or unknown relating thereto (including, without limitation the Loss of Use Claim and the Treaty Reserve Claim), and its rights and obligations under this Agreement and the Trust Agreement; and

- (i) provision by the First Nation to Canada of a Certificate of Independent Legal Advice in a form satisfactory to Canada executed by the Trustee'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 Trustees of their rights and obligations under the Trust Agreement.

12.2 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 13: SCHEDULES

13.1 The following Schedules are attached hereto:

Schedule "A": Ratification Procedure;
Schedule "B": Trust Agreement.

ARTICLE 14: ENTIRE AGREEMENT

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



- (a) a letter from John Munro, Minister of Indian Affairs and Northern Development, to Chief Felix Antoine of the First Nation dated November 5, 1982;
- (b) any protocol under and pursuant to which the negotiation of this Agreement was conducted; and
- (c) all correspondence and offers of settlement exchanged between the parties whether written or verbal up to and including the date of the signing of this Agreement.

14.2 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 15: NO PRESUMPTIONS

15.1 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.

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15.2 This Agreement does not create:

- (a) any new treaty rights of any kind or nature whatsoever for or in favour of:
 - (i) the First Nation or any Member of the First Nation; or
 - (ii) the Brokenhead Indian Band or any member of the Brokenhead Indian Band; and
- (b) any rights of any kind or nature whatsoever for or in favour of any of the Indians of whom Na-na-wa-nan, Ke-we-tayash, and Wa-ko-wush were the Chiefs and who did not reside in Canada or British North America as at September 4, 1871 or the descendants, heirs, successors, administrators, or assigns of such persons or any of them.

15.2 This Agreement shall not be used in the interpretation of any other agreement other than the Per Capita Provision (except as it relates to the Brokenhead Indian Band), the Ratification Procedure, the Trust Agreement, or any other agreement necessarily incidental to implementing the provisions of this Agreement.

ARTICLE 16: RESOLUTION OF DISPUTES

16.1 In the event the parties are unable to resolve any dispute that may arise as between them relating to the implementation of this Agreement, it is agreed that either party may bring an application before the Federal Court of Canada (Trial Division) for a summary determination of such dispute.



16.2 Where a party has made an application under Article 16.1, each party shall bear its own costs of same, unless the judge hearing such application should otherwise determine, provided that in no event shall an order for costs be made otherwise than on a "party and party" basis.

ARTICLE 17: PROGRAMS UNAFFECTED

17.1 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 and as if this Agreement had never been entered into.

ARTICLE 18: NO BENEFIT

18.1 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 29th day of March , A.D. 1996, at the City of Ottawa , in the Province of Ontario .

A. Wheeler
WITNESS

[Signature]
MINISTER OF INDIAN AFFAIRS
AND NORTHERN DEVELOPMENT

AND FURTHERMORE, IN WITNESS WHEREOF the Roseau River Indian Band, as represented by the duly elected and incumbent Chief and Councillors of the First Nation, as authorised by the Eligible Members pursuant to a Ratification Procedure held in accordance with the definitions and process set out in Schedule "A" attached hereto on November 23 , 1995 and by the Custom Council of the First Nation for themselves and on behalf of the Custom Council and the Members of the First Nation have executed this Agreement under their respective hands this 14th day of March , 1996, at the City of Wpg. , in the Province of Manitoba.

[Signature]
WITNESS

[Signature]
CHIEF

[Signature]
WITNESS


[Signature]
COUNCILLOR

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WITNESS

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COUNCILLOR

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WITNESS


COUNCILLOR


WITNESS


COUNCILLOR

WITNESS

COUNCILLOR

The execution of this Treaty Land Entitlement Settlement Agreement on behalf of the Roseau River Indian Band has been authorised by the Custom Council in accordance with a resolution passed at a duly convened meeting held the 19th day of March , 1996 as certified by my signature hereto.

DATED this 19th day of March , 1996.


WITNESS


CHAIRMAN



SCHEDULE "A"

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 publicly available list of persons maintained by the Department pursuant to section 8 of the Indian Act, RSC 1985 c. I-5 who are members of the First Nation;
- 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 jurisdictionas of the Voting Day;

- j) "First Nation" means the Roseau River Indian Band (also known as the Roseau River Anishinaabe 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 (as defined in the Settlement Agreement) and any and all other claims of any kind or nature whatsoever of the First Nation, whether known or unknown relating thereto, including, without limitation, claims for Loss of Use and the Treaty Reserve Claim (both 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:

- a) 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 a prominent location in the First Nation's Administrative Offices; and
- b) may post a copy of the Notice of Vote in such other places and at such other times as he or she determines (in consultation with the Council) will provide the maximum exposure of same to the Voters.

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.

SCHEDULE "B"
TRUST AGREEMENT

BETWEEN:

ROSEAU RIVER INDIAN BAND
(also known as "Roseau River Anishinaabe First Nation")
as represented by its incumbent Chief and Councillors
(hereinafter referred to as "the First Nation"),

OF THE FIRST PART,

- AND -

ELIZABETH HAYDEN, ROSE HAYDEN, SHANE ROBINSON,
JOHN OLIVER NELSON JR., and CARL ROBERTS
and all those persons subsequently appointed or elected
from time to time as Trustees
under the terms of this Agreement,
(hereinafter referred to as "the Trustees"),

OF THE SECOND PART.

WHEREAS the First Nation has entered into the Settlement Agreement with Canada to which this Trust Agreement is attached as Appendix "B";

AND WHEREAS pursuant to the Settlement Agreement, the First Nation has irrevocably authorized and directed Canada to pay the Net Federal Payment into the Trust Capital Account established pursuant to this Trust Agreement;

AND WHEREAS the First Nation desires and intends that the Net Federal Payment so settled and deposited will be used as a long term asset for the use and benefit of the First Nation as Beneficiary to be administered by the Trustees upon the trusts and in accordance with the terms and conditions set out herein;

AND WHEREAS the First Nation also desires that this Trust be constituted to receive and administer future payments of other moneys of the First Nation as may be received from time to time;

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
 - d) 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.

15.2 Notwithstanding article 15.1, in the event one or more mail in ballots are transmitted to the Ratification Officer by a Voter by means of facsimile transmission, the Ratification Officer shall:

- a) upon receipt of each such ballot, deposit same in a sealed ballot box marked "Facsimile Ballots" together with any information which identifies the Voter and that may have been transmitted with each such ballot; and
- b) upon the closing of the polls, open the ballot box marked "Facsimile Ballots" and examine each such ballot contained therein in turn; and
- c) upon the examination of each such ballot and where it is possible for the Ratification Officer to determine, from the ballot or any additional information which may have accompanied same, the identity of the Voter who has sent the Ballot by facsimile,:
 - i) 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; and
 - ii) in the event the Ratification Officer is satisfied the Voter is not someone to whom sub-articles (c) (i)(A) or (B) applies, count the Ballot and draw a line through the Voter's name on the List of Voters; or
 - iii) in the event the Ratification Officer determines the Voter is someone to whom sub-articles (c) (i)(A) or (B) applies endorse the words "Spoiled Ballot" on such Ballot; or
- d) upon the examination of each such ballot and where it is not possible for the Ratification Officer to determine, from the ballot or any additional information which may have accompanied same, the identity of the Voter who has sent the Ballot by facsimile, endorse the words "Spoiled Ballot" on such Ballot.

15.3 Where on Voting Day a Voter whose ordinary residence is not within Manitoba attends at an office of the Department during the normal business hours of that office and advises that he or she wishes to vote but did not receive a Mail In Ballot Package or received a Spoiled Ballot in that Mail In Ballot Package or lost the Ballot contained in such Mail In Ballot Package, upon the Ratification Officer being advised by an official of the Department in that office that:

- a) such a Voter has so presented himself or herself; and
- b) the official is satisfied with the identity of the Voter; and
- c) in a case where the Voter claims to have received a spoiled ballot, the ballot so received has been examined by the official and is spoiled; or
- d) in the case where the Voter claims to have lost the Ballot sent to him or her in the Mail In Ballot Package, a statutory declaration has been taken from the Voter to this effect

the Ratification Officer shall:

- e) examine the List of Voters to determine if such Voter:
 - i) 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
 - ii) voted in person at any Advance Poll or on the Voting Day; and
- f) where the Voter is asserting that he or she did not receive a Mail In Ballot Package, satisfy himself that the Voter is someone who:
 - i) was sent a Mail In Ballot Package and that package was returned as undeliverable; or
 - ii) is someone who did not receive a Mail In Ballot Package as the Council had advised that Voter's whereabouts were unknown; and
- g) in the event the Ratification Officer is satisfied the Voter is not someone to whom sub-article (e) applies and, where the Voter is asserting that he or she did not receive a Mail In Ballot Package, is further satisfied the Voter is someone to whom sub-article (f) applies:

- i) transmit to the official by facsimile a Ballot with a sequential number endorsed thereon;
- ii) record the number of the Ballot against the name of the Voter sent such Ballot on the Voter's List and the reason such a Ballot was sent to such Voter;
- iii) upon receipt of the marked Ballot by facsimile from the office of the Department where the Voter has attended, :
 - A. match the number on the Ballot against the number recorded on the Voter's List against the name of the Voter; and
 - B. where the numbers correspond, deposit the Ballot into a ballot box for facsimile ballots and draw a line through the name of the Voter on the Voter's List; or
 - C. where the numbers do not correspond, endorse the words "Spoiled Ballot" on the Ballot.

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 may 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 Roseau River Indian Band do you agree with the terms and conditions of and do you authorize and direct the Council of the Roseau River Indian Band to sign:

1. the proposed Settlement Agreement between Her Majesty the Queen in Right of Canada ("Canada") and the Roseau River Indian Band ("the First Nation") for the settlement of any and all obligations of Canada to the First Nation under and arising out of the Per Capita Provision of Treaty No. 1 (as defined in the Settlement Agreement) and any and all other claims of any kind or nature whatsoever of the First Nation, whether known or unknown relating thereto, including, without limitation, claims for Loss of Use and the Treaty Reserve Claim (both as described in the Settlement Agreement);
2. the proposed Trust Agreement between the First Nation and the Trustees for the administration and management of the payment by Canada to the First Nation (as provided for in the Settlement Agreement); and
3. all other necessary documents to give effect to the Settlement Agreement and the Trust 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 Roseau River 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 Roseau River Indian Band the acceptance of the proposed agreement between Her Majesty the Queen in right of Canada and the Roseau River Indian Band ("the First Nation"), including all Schedules attached thereto, pursuant to which terms for the settlement of any and all obligations of Canada to the First Nation under and arising out of the Per Capita Provision of Treaty No. 1 (as defined in the said Agreement) and any and all other claims of any kind or nature whatsoever of the First Nation, whether known or unknown relating thereto, including, without limitation, claims for Loss of Use and the Treaty Reserve Claim (both as described in the said Agreement) are set out ("the Settlement Agreement").
2. BE IT RESOLVED THAT the Council does hereby further recommend to the members of the Roseau River 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 Roseau River Indian Band shall be held at Roseau River Indian Reserve No. 2 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:

DATETIMELOCATION

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 Roseau River Indian Band consists of _____ Council members.

APPENDIX "C"
NOTICE OF VOTE

TO: THE MEMBERS OF THE ROSEAU RIVER INDIAN BAND

NOTICE OF VOTE

TAKE NOTICE that a vote of the Eligible Members (as hereinafter described) of the Roseau River Indian Band will be held on AAAA at Roseau River Indian Reserve No. 2 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 Roseau River Indian Band (including all Schedules attached thereto) pursuant to which terms for the settlement of any and all obligations of Canada to the First Nation under and arising out of the Per Capita Provision of Treaty No. 1 (as defined in the said agreement) and any and all other claims of any kind or nature whatsoever of the First Nation, whether known or unknown relating thereto, including, without limitation, claims for Loss of Use and the Treaty Reserve Claim (both as described in the said agreement) are set out (the "Settlement Agreement"); and
- a further proposed agreement between the Roseau River 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 'B'"

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 ROSEAU RIVER INDIAN BAND.

VOTING PROCEDURE

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

As a Voter of the Roseau River Indian Band do you agree with the terms and conditions of and do you authorize and direct the Council of the Roseau River Indian Band to sign:

1. the proposed Settlement Agreement between Her Majesty the Queen in Right of Canada ("Canada") and the Roseau River Indian Band ("the First Nation") for the settlement of any and all obligations of Canada to the First Nation under and arising out of the Per Capita Provision of Treaty No. 1 (as defined in the Settlement Agreement) and any and all other claims of any kind or nature whatsoever of the First Nation, whether known or unknown relating thereto, including, without limitation, claims for Loss of Use and the Treaty Reserve Claim (both as described in the Settlement Agreement);
2. the proposed Trust Agreement between the First Nation and the Trustees for the administration and management of the payment by Canada to the First Nation (as provided for in the Settlement Agreement); and
3. all other necessary documents to give effect to the Settlement Agreement and the Trust 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 'A'".

ELIGIBLE MEMBERS

All members of the Roseau River 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 Roseau River 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 Roseau River Indian Reserve No. 2 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 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:

DATETIMELOCATIONQUESTIONS

Any questions concerning the Settlement Agreement or the Trust Agreement should be directed to the Chief and Council of the Roseau River 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 , 1995

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 Roseau River Indian Reserve
 No. 2 on AAAA (at _____ on _____) when members of
 the Roseau River 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 _____, 1995.)
)
) _____

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
Roseau River Indian Band, DO SOLEMNLY DECLARE:

1. THAT I was personally present at Roseau River Indian Reserve No. 2 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 _____ 1995.)
_____)

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 Roseau River 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 _____, 1995.

 (Assistant) Ratification Officer

 (Chief) (Councillor) of the
 Roseau River 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 Roseau River Indian Reserve No. 2 on BBBB, when Eligible Members of the Roseau River 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 Roseau River 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(a) 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 _____, 1995.)

(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 Roseau River Indian Band, in the Province of Manitoba, DO SOLEMNLY DECLARE:

1. THAT I was present at Roseau River Indian Reserve No. 2 on AAAA when Eligible Members of the Roseau River 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(a) 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 _____, 1995.)

Member of the Council of
the Roseau River 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

AND WHEREAS this Trust Agreement has been ratified by the Eligible Members (as defined in the Settlement Agreement) in accordance with a ratification procedure provided for in the Settlement Agreement;

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

ARTICLE 1: DEFINITIONS

1.1 In this Agreement:

- (a) "Agent for the Trustees" or "Agent" means a natural or juridical person who has undertaken to perform the duties set out in Article 7;
- (b) "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, and including any revenues from Trust Land or Treaty Reserve Land;
- (c) "Authorized Investments" means any short or long term domestic and international assets including domestic and international equities, debt instruments, mutual and pooled funds or any other instrument, note, bond, security, stock or other evidence of indebtedness or interest but does not include Trust Land or Treaty Reserve Land;
- (d) "Band" means the Roseau River Indian Band also known as the Roseau River Anishinaabe First Nation or its successor at law and has the same meaning as First Nation;

- (e) "Band Corporation" means a company incorporated by the First Nation pursuant to the laws of Canada or of any Province thereof, which company has all the following characteristics:
- (i) the company's purpose includes the holding of real property or chattels for the use and benefit of the Band;
 - (ii) the Articles of Incorporation restrict the issuing of shares and the transfer of any issued, outstanding shares to Band Members only;
 - (iii) the issued and outstanding shares of all classes are wholly beneficially owned by the Band or by Band Members in trust for the Band;
 - (iv) each shareholder has undertaken that all dividends, bonuses and other monies to which the shareholders may become entitled in respect of the shares will be paid only to the Band or to Band Members;
- (f) "Band Member" means a person who appears on the list maintained by Canada pursuant to section 8 of the Indian Act, of persons who are members of the Band and has the same meaning as First Nation Member;
- (g) "Beneficiary" means all Band Members collectively, and, for greater certainty, no individual First Nation Member is a beneficiary;
- (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 for purposes of this Agreement only, the Chief and Council as provided by paragraph 4 of the codification of the First Nation's customary law entitled An Act Respecting the Bagiwaaniskiziibi Anishinaabe Nation, Election Act and Regulations, or their successor by customary law;
- (j) "Eligible Members" means all Band Members who are 18 years of age and over and have not been found mentally incompetent or judged otherwise unable to manage their affairs by a court of competent jurisdiction as of the date of any vote required by or referred to in this Agreement;
- (k) "First Nation" means the Roseau River Indian Band also known as the Roseau River Anishinaabe First Nation or its successor at law and has the same meaning as Band;
- (l) "Indian Act" means the Indian Act, R.S.C. 1985 c. I-5, as amended or any successor legislation;
- (m) "Institution" means Assiniboine Credit Union or any other chartered bank, licensed trust company or incorporated credit union subsequently substituted for Assiniboine Credit Union pursuant to Article 9.1(b)(vii);
- (n) "Investment Manager" means the natural or juridical person retained by the Trustees pursuant to Article 6.5;
- (o) "Investment Management Agreement" means an agreement by which the Trustees delegate their power of investment to an Investment Manager, subject to this Trust Agreement;

- (p) "Management Plan" means a written proposal approved by the Trustees for the management and generation of income from a parcel of land whether undeveloped, developed or intended to be developed, and whether Treaty Reserve Land or Trust Land;
- (q) "Net Federal Payment" means the funds to be paid by Canada to the Band pursuant to Article 2 of the Settlement Agreement less the amounts referred to in Articles 2.2 and 6.1 of the Settlement Agreement;
- (r) "Reserve" means a "reserve" as that term is defined in the Indian Act;
- (s) "Roseau River Anishinaabe First Nation Trust" or "the Trust" means the Trust created by this Agreement to be administered by the Trustees for the benefit of the Beneficiary any validly ratified variations and amendments and any written advice of a court of competent jurisdiction;
- (t) "Settlement Agreement" means the agreement between Canada and the First Nation (including all Schedules attached thereto) pursuant to which the terms for the settlement of the Treaty Land Entitlement Claim (as defined therein) are set out;
- (u) "Surplus Annual Income" means any Annual Income remaining at the end of a Year following the Trustees' expenditures pursuant to Articles 5.3(a) to and 5.3(d) inclusive;

- (v) "Third Party Interest" means:
- (i) any right, covenant, or interest of any kind or nature whatsoever (including without limitation, any agreement to purchase, option to purchase, lease, option to lease, profit a prendre, easement, permit, license, or any right of access to explore or exploit the mines and minerals under such lands) the holder of which interest is not Canada, Manitoba, the First Nation or the Trustees in respect of lands that have been acquired by the First Nation or the Trustees and which lands the First Nation wishes Canada to set apart as Reserve pursuant to the Settlement Agreement; or
 - (ii) any claim and all claims of any city, town, village, municipality, local government district, or school board 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, net of any replacement revenues, reduced cost of local service delivery, and any contribution towards or recovery of capital assets;
- (w) "Treaty Reserve Land" means real property including land, minerals and improvements purchased by the Trustees from Annual Income which is intended to be transferred to Canada for the purpose of having such land set apart as Reserve by Canada for the use and benefit of the Band (subject to the terms and conditions of the Settlement Agreement) and for greater certainty does not include Trust Land;

- (x) "Trustees" means those individuals named in Appendix "H" as Trustees and any person later appointed, or elected or substituted as a Trustee pursuant to Articles 11 and 12;
- (y) "Trust Capital" means so much of the Trust Property as is maintained and invested in the Trust Capital Account and, for greater certainty means all Trust Property less any Annual Income not recapitalized or disbursed;
- (z) "Trust Capital Account" means the account established by the Trustees at the Institution and initially means Account No. 1112523 and which account shall always be kept separate and apart from the Trust Expense Account and the Trust Revenue Account and which account may be a pooled investment management account;
- (aa) "Trust Expense Account" means the account established by the Trustees at the Institution and initially means Account No. 1112549 from which proper expenses related to the management and administration of the Trust are to be paid, which shall always be kept separate and apart from the Trust Capital Account and Trust Revenue Account;
- (bb) "Trust Land" means real property, or any interest therein, including land, minerals and improvements, the legal title to which is vested in the Trustees and which is intended to remain held by the Trustees and not converted to Reserve and, for greater certainty, does not include Treaty Reserve Land;
- (cc) "Trust Property" means:
 - (i) the Net Federal Payment; and
 - (ii) any and all assets of any kind in which the Net Federal Payment may be invested or reinvested by

the Trustees or into which the Net Federal Payment may be converted by the Trustees, as well as any additions or accruals thereto; and

(iii) all Annual Income and any other monies coming within the administration and control of the Trustees; and

(iv) the shares of any land holding company constituted by the Trustees pursuant to Article 5.8

provided that Treaty Reserve Land shall cease to be Trust Property upon execution and delivery by the Trustees of a registerable transfer to Canada or execution and delivery of an irrevocable direction to a vendor to engross a registerable transfer to Canada of such land;

(dd) "Trust Register" means the official record of the Trust containing all resolutions, minutes, and certificates of the Trustees, the Council (to the extent required by this Trust Agreement), the Agent for the Trustees, and includes the register referred to in Article 5.7

(ee) "Trust Revenue Account" means the account established by the Trustees at the Institution to which is to be credited all Annual Income when due and payable and initially means Account No. 1112531 and which shall always be kept separate and apart from the Trust Capital Account and Trust Expense Account;

(ff) "Year" means the calendar year.

ARTICLE 2: DEPOSIT OF FUNDS AND VESTING

- 2.1 The Trustees shall establish the Trust Capital Account, the Trust Revenue Account and the Trust Expense Account at the Institution.
- 2.2 The First Nation has irrevocably authorized and directed Canada to pay the Net Federal Payment into the Trust Capital Account pursuant to the Settlement Agreement.
- 2.3 The Net Federal Payment shall initially constitute the capital of the Trust and shall be administered by the Trustees for the benefit of the Beneficiary in accordance with the terms of this Agreement.
- 2.4 Subject to the terms of this Agreement, upon the deposit of the Net Federal Payment to the Trust Capital Account, all legal right, title and interest in and to the Trust Property is hereby settled by the First Nation members on the Trustees and hereby vests in the Trust to be administered by the Trustees for use and benefit of the Beneficiary.
- 2.5 This Trust shall not be revoked.
- 2.6 This Trust may be amended in accordance with Article 17 hereof except that the Trust may not be varied to amend Articles 2.5, 3.1(a), 3.1(b), 4.2, 4.3(f) or to confer on the First Nation or any person the power to revoke this Agreement whether directly or indirectly.

ARTICLE 3: PURPOSE OF THE TRUST

3.1 The Trust Property shall be held, invested, managed, administered and used by the Trustees for the benefit of the Beneficiary for the following purposes:

- (a) subject to Article 4, the preservation and enhancement of a capital fund of varied Trust Property through the purchase of Authorized Investments so as to provide a reliable source of Annual Income for the benefit of the Beneficiary;
- (b) subject to Article 5, the acquisition for the benefit of the Beneficiary of Treaty Reserve Land from Annual Income in order to increase the reserve land holding of the First Nation by a surface area of no less than 5,861 acres and up to 16,218 acres pursuant to the terms of the Settlement Agreement and, subject to Article 5.2 following the setting apart by Canada of 5,861 acres of Treaty Reserve Land as Reserve for the use and benefit of the Band, the acquisition of any quantity of Trust Land; and
- (c) subject to Article 5, the delivery of Surplus Annual Income to the Beneficiary in trust for the support of programs, services and projects for the betterment of the Beneficiary.

ARTICLE 4: PRESERVATION AND ENHANCEMENT OF TRUST PROPERTY BY THE TRUSTEES

4.1 The Trustees shall preserve the Trust Capital invested in Authorized Investments for the use, benefit and betterment of the Beneficiary except as otherwise provided by this Agreement.

- 4.2 The Trust Property, whether in cash or any other form, shall not be used directly or indirectly for per capita distributions to First Nation Members.
- 4.3 The Trustees shall have and may exercise the investment powers and other powers of a Trustee under The Trustee Act, R.S.M., 1987 c. T-160, or as authorized elsewhere in this Agreement, subject to the following restrictions:
- (a) the Trustees shall negotiate the best interest rate available from the Institution on Trust Property cash;
 - (b) the Trustees shall not mortgage, pledge, assign, hypothecate, encumber or grant any security interest of any kind whatsoever in the Trust Capital for any purpose whatsoever;
 - (c) the Trustees shall not dispose of Trust Land except for fair market value;
 - (d) the Trustees shall, when prudent to do so, keep the uncommitted portion of the Trust Revenue Account invested at the Institution in such short term investments as nonetheless enable the Trustees to perform the duties imposed on them by Articles 5 and 6.
 - (e) the Trustees may not invest Trust Capital by purchasing land, whether developed or undeveloped, or any interest therein; and
 - (f) the Trustees may not encroach upon Trust Capital.

- 4.4 Until otherwise released by a 60% majority of the Eligible Members of the First Nation voting at a general Band meeting held in accordance with Article 20, the Trustees shall always retain a qualified Investment Manager to make all investment decisions but who shall nonetheless make all such decisions in full consultation with the Board of Trustees.

ARTICLE 5: AUTHORIZED EXPENDITURES OF ANNUAL INCOME

- 5.1 Any Annual Income received by the Trustees in a Year shall be deposited into the Trust Revenue Account and shall only be disbursed from that account in accordance with the provisions of this Article.
- 5.2 Annual Income will be used only as follows:
- (a) to pay expenses;
 - (b) subject to Article 5.4, to offset the effect of inflation;
 - (c) to buy Treaty Reserve Land;
 - (d) subject to Article 5.4, to buy Trust Land; and
 - (e) subject to Article 5.4, to pay over Surplus Annual Income to the Beneficiary.
- 5.3 On or before December 31 in each Year, the Trustees shall disburse Annual Income earned in that Year in the following manner and in the following order of priority:
- (a) firstly, transfer to the Trust Expense Account an amount determined in accordance with Article 6, provided that in no event shall the amount so transferred exceed 25% of the Annual Income in that Year;

(b) secondly, pay to the Beneficiary an amount equal to the greater of:

(i) 3% of the value of the Trust Capital Account as of December 31 in that Year; or

(ii) the percentage by which the Consumer Price Index (as calculated by Statistics Canada) for the City of Winnipeg rose in that Year multiplied by the value of the Trust Capital Account as of December 31 in that Year

which amount shall be reinvested by the Beneficiary in the Trust Capital Account to offset the effects of inflation;

(c) thirdly, but subject to Article 5.5, purchase up to 16,218 acres of Treaty Reserve Land, including paying all costs associated with acquiring such land;

(d) fourthly, but subject to Article 5.5, purchase Trust Land, including paying all costs associated with acquiring such land; and

(e) fifthly, pay Surplus Annual Income over to the Beneficiary

provided that the Trustees shall have, as a primary duty to the Beneficiary, the obligation to purchase 5861 acres of land, including all mines and minerals, with the intention of having that land set apart as Reserve by Canada for the use and benefit of the First Nation in accordance with the Settlement Agreement within 10 years from the date the Settlement Agreement comes into force and provided further that in the event the Trustees default in the performance of such primary duty or in the event some or all of the land so acquired has not been accepted by Canada as suitable to be set

apart as Reserve for the use and benefit of the Band, then the Trustees shall have no power to make use of Annual Income except to pay expenses as provided in Article 6 and to acquire Treaty Reserve Land.

- 5.4 For greater certainty, in the event of a default pursuant to Article 5.3, Articles 5.3(b), 5.3(d), and 5.3(e) shall be temporarily suspended until default has been remedied.
- 5.5 Prior to the acquisition of 5,861 acres of Treaty Reserve Land, the Trustees may acquire up to 500 acres of Treaty Land and following Canada having set apart 5,861 acres of land as Reserve for the use and benefit of the Band, the Trustees may acquire any additional amount of Trust Land in accordance with Article 5.6.
- 5.6 Any land acquired as Treaty Reserve Land or Trust Land shall be acquired in the following manner:
 - (a) The Council, any Band Member or a Band Corporation may deliver to the Trustees a written proposal identifying parcels as possible Treaty Reserve Land or Trust Land acquisitions, setting out the fair market value of such acquisitions as well as all other particulars as may affect the Trustee's decision to acquire such parcels, including a statement as to how the land may benefit the First Nation;
 - (b) The Trustees shall not acquire Treaty Reserve Land or Trust Land unless a Management Plan is in place and the Trustees agrees that the Management Plan discloses a reasonable likelihood that income to be earned from or by the parcel or its application to a business purpose will be sufficient to pay its costs of acquisition.

- (c) Thereafter, the Trustees shall make a determination of whether the proposed acquisition will satisfy the terms and conditions of the Settlement Agreement and this Trust Agreement and whether such acquisition will reasonably benefit the Band.
- (d) Upon the Trustees satisfying themselves that the proposed acquisition:
 - (i) satisfies the requirements of the Settlement Agreement and this Trust Agreement;
 - (ii) could reasonably be expected to benefit the First Band; and
 - (iii) there is a Management Plan meeting the requirements of Article 5.6(b)they shall convene a meeting of the Band Members in accordance with Article 20 for the purpose of reviewing such proposed acquisition.
- (e) Following the meeting of Band Members and if the Trustees remain of the opinion that such acquisition would benefit the First Nation and be in its best interests, the Trustees shall deliver to Council a Certificate in the form attached as Appendix "A" requesting the Council's consent to such acquisition.
- (f) Upon receipt of such Certificate, the Council shall, by majority vote, determine whether it consents or refuses to consent, to the acquisition of the Treaty Reserve Land or Trust Land as the case may be.
- (g) In the event the Council consents to the acquisition of such land, such consent shall be evidenced by the Council executing and delivering to the Trustees a resolution in the form set out in Appendix "B".

- (h) In the event Council refuses to consent to the acquisition of such land, such refusal shall be evidenced by the Council shall executing and delivering to the Trustees a Resolution in the form set out in Appendix "C".
- (i) Neither the consent to the acquisition of Treaty Reserve Land or Trust Land nor the refusal to consent to the acquisition of Treaty Reserve Land or Trust Land by the Council shall be exercised arbitrarily or unreasonably and without limiting the generality of the foregoing, the Council may not refuse to consent to an acquisition of land by the Trustees for the purpose of increasing the amount of Surplus Annual Income that would otherwise be payable to the Beneficiary.
- (j) On receipt of a duly enacted resolution of the Council consenting to the purchase, the Trustees shall take such steps and sign all such documents as may be required to acquire the parcel.
- (k) The Trustees may determine that it is in the best interests of the Band to sell Treaty Reserve Land or Trust Land and in such event, the Trustees shall deliver to Council a Certificate in a form similar to Appendix "A" but amended to refer to the proposed sale and the Council shall respond by delivery of a resolution in a form similar to Appendix "B" or "C" (as the case may be) consenting or refusing to consent to the proposed sale.
- (l) The Trustees may determine that it is in the best interests of the Band to re-designate Trust Land as Treaty Reserve Land in such event, the Trustees shall deliver to Council a Certificate in a form similar to Appendix "A" but amended to refer to the proposed re-

designation and the Council shall respond by delivery of a resolution in a form similar to Appendix "B" or "C" (as the case may be) consenting or refusing to consent to the proposed re-designation.

- 5.7 The Trustees shall devise and, for the term of this Trust, maintain a land acquisition program and shall also maintain a register of Treaty Reserve Land and Trust Land setting out full particulars of each parcel as acquired, (including legal description, cost, surface area, subsurface rights and encumbrances and all subsequent interests granted by the Trustees in every parcel), notations of a decision by the Trustees to convert a parcel of Trust Land to Treaty Reserve Land and notations of the date of transfer of all parcels of Treaty Reserve Land to Canada.
- 5.8 The Trustees shall have the power to take title to any parcel of land (whether Treaty Reserve Land or Trust Land) in such manner as best serves the objectives of this Trust, including, without limiting the generality of the foregoing, a holding company the shares of which are wholly owned by the Trustees.
- 5.8 The Trustees are specifically empowered to borrow money on the security of the Annual Income for the acquisition of Treaty Reserve Land and Trust Land subject only to the limitation that security may only be given in the residue of the Annual Income after paying the amount required by Article 5.3(b).
- 5.9 The Trustees may use annual income for all land acquisition costs including environmental screening, down payment, mortgage, principal, interest, real property taxes, survey costs, legal costs, stand by charges and all other third party costs as that expression is defined in the Settlement Agreement.

- 5.10 With respect to the payment of Surplus Annual Income by the Trustees to the Beneficiary by December 31st of each Year, it shall be a proper and sufficient disbursement of Annual Income to the Beneficiary if such amounts are paid from year to year to or to the direction of the Council on receipt of which the Council shall become a fiduciary and trustee of same for the benefit of the Beneficiary.

ARTICLE 6: TRUST EXPENSES AND OTHER OBLIGATIONS

- 6.1 Subject to Article 7, each Year the Trustees may transfer from the Trust Revenue Account to the Trust Expense Account, from so much as remains after paying the amount required by Article 5.3(b), an amount in each of 1995 and 1996 not to exceed 25% of the year's projected Annual Income and in subsequent years not to exceed 25% of the previous year's Annual Income to pay the Trust's reasonable and legitimate expenses of operation including, inter alia, those listed in this Article.
- 6.2 Prior to the commencement of each Year, the Trustees shall prepare and propose an annual budget within the limits of Article 6.1 and a workplan setting out the Trustees' intentions for the Year with respect to the performance of their duties as described in Articles 3, 4 and 5 above, which annual budget and workplan are to be presented to the Band Members at a general meeting called in accordance with Article 20 expressly for the purpose.
- 6.3 The Trustees are authorized and empowered to contract for, retain, dismiss and replace staff, legal counsel, Agent for the Trustees, auditors, accountants, bookkeepers, investment advisers, Investment Manager, 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 except with respect to the Investment Manager.

- 6.4 The Trustees may pay reasonable salaries, wages, fees and costs for the services of persons, corporations and proprietorships retained by this Trust including the costs associated with any variation of this Trust Agreement, and the costs for instruction and training in the duties and responsibilities of Trustees and the persons set out in Article 6.5 with respect to the acquisition and management of Treaty Reserve Land and Trust Land.
- 6.5 The Trustees shall hire an Agent for the Trustees, an Investment Manager, a Trust Officer (generally responsible for maintaining the Trust Register, administer the affairs of the Trust, and be responsible for details respecting land acquisition by the Trustees), a Trust Secretary (generally responsible for clerical and secretarial duties required by the Trust) and, when reasonable to do so, a Trust Lands Manager (generally responsible for the management of Treaty Reserve Land and Trust Land) in accordance with appropriate contracts or written job descriptions prepared in advance by the Trustees.
- 6.6 The Trustees shall pay the cost of premiums for the purchase of such insurance as the Trustees, acting reasonably, may determine is advisable.
- 6.7 The Trustees may incur reasonable costs for the investment, acquisition, administration and management of Trust Property including the acquisition of Trust Land and Treaty Reserve Land and any such costs may be included as part of any mortgage financing for such acquisition.

- 6.8 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 Trust Agreement and may reimburse to the Trustees any personal expenses reasonably incurred by the Trustees in carrying out their duties but only if such compensation and reimbursement of expenses is in accordance with a Tariff of Trustees Honoraria and Disbursements (the initial tariff of which is attached as Appendix "D") adopted or subsequently varied by the Trustees. The tariff may be varied from time to time, but not more than once annually by the Trustees, provided that no such variation of the tariff shall be effective until approved by Council in a meeting called by the Council expressly for that purpose. The Council may not unreasonably withhold the approval of such variation as sought by the Trustees.
- 6.9 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.
- 6.10 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. 1988-89, c.4 and shall pay the costs thereof out of Trust Property provided that such costs be paid from the Trust Expense Account unless same is exhausted.
- 6.11 The Trustees may establish criteria for determining the circumstances under which they will pay the costs associated with an application by any Band 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 all the costs incurred by a Band 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 or investment of Trust Property or have acted negligently in the management of Trust Property.

- 6.12 In the event there is a surplus in the Trust Expense Account on the last day of the Year, it shall be treated as Surplus Annual Income.
- 6.13 In the event there are outstanding unpaid liabilities of the Trust as at December 31st in any Year, such liabilities shall be paid in the next Year as a first charge against the amounts transferrable from the Trust Revenue Account to the Trust Expense Account pursuant to Articles 6.1 and 6.2.

ARTICLE 7: AGENT FOR THE TRUSTEES

- 7.1 Unless otherwise released by a 60% majority of the Eligible Members voting at a meeting held in accordance with Article 20, the Trustees are absolutely prohibited from making any investments pursuant to Article 4 or expenditures pursuant to Articles 5 or 6 unless and until an Agent for the Trustees has been retained and has undertaken in writing to the Board of Trustees to provide the services stipulated by this Article.
- 7.2 Neither the Trustees nor any Investment Manager may make any investment of Trust Capital unless and until the Agent first certifies that the investment is an Authorized Investment, the form of which Certificate is appended hereto as Appendix "E".

- 7.3 The Institution may not honour, process or negotiate any instrument presented by the Trustees or any third party or respond to any other instruction, direction or withdrawal notice withdrawing funds from the Trust Revenue Account unless and until the Agent for the Trustees first certifies that the expenditure is duly authorized and executed, the form of which certificate is attached hereto as Appendix "F".
- 7.4 The Trustees may not transfer funds from the Trust Revenue Account to the Trust Expense Account at any time unless and until the Agent for the Trustees first certifies that the amount of the transfer does not, in combination with any other transfer from Trust Revenue Account to Trust Expense Account, exceed the amounts provided in Article 6.1 and 6.2, whichever is the lesser and that the inflation payment obligation pursuant to Article 5.3(b) of the Trust Agreement has previously been discharged, the form of which certificate is attached hereto as Appendix "G".
- 7.5 A contract for the services of an Agent for the Trustees shall include a provision requiring a copy of this Trust Agreement to be appended thereto and the Agent's signed undertaking to the Trustees to act in good faith and with due diligence and within the limits of its duties as described in the Trust Agreement and a provision permitting either party to terminate on 90 days written notice to the other.
- 7.6 The Agent for the Trustees shall deliver duplicate original certificates pursuant to this Article to the Trustees.

ARTICLE 8: FINANCIAL ADMINISTRATION AND ACCOUNT OPERATION AGREEMENT

- 8.1 No monies may be withdrawn from the Trust Revenue Account for the purposes set out in Article 5 or from the Trust Expense Account for the purposes set out in Article 6 except by cheque but, notwithstanding, the Trustees may preauthorize account deductions from the Trust Revenue Account for mortgage principal interest and tax payments on Treaty Reserve Land or Trust Land.
- 8.2 No monies may be withdrawn for investment from the Trust Capital Account except by an Investment Manager in accordance with the terms of an Investment Management Agreement and a general or blanket direction and authorization contained therein to the Investment Manager and to the Institution authorizing withdrawal of Trust Capital for investment purposes shall be sufficient.
- 8.3 A single Certificate of the Agent of the Trustees pursuant to Article 8.2 may be issued pre-certifying that all classes of investments permitted by the Investment Management Agreement are authorized by the Trust Agreement.
- 8.4 Within the limit imposed by Article 6.1, the Trustees may borrow for expenses and may give security in the amount of Annual Income referred to in Article 6.1 and the cost of borrowing shall be a proper expense of the Trust, provided that any such loan (including any costs of borrowing) shall be repaid in full by the Trustees on before December 31st of the Year in which such debt was incurred in accordance with Article 5.3(a).

- 8.5 The Trustees and the Institution shall arrange that all Annual Income from Trust Property shall first be deposited to the Trust Revenue Account and no amount of Annual Income transferrable or payable in accordance with this Agreement may be transferred or paid except from the Trust Revenue Account.
- 8.6 The Trust Register shall contain a chronological register of all duplicate original certificates and resolutions authorizing disbursement of Trust Property including duplicate original certificates issued by the Agent for the Trustees as required by Article 7.
- 8.7 Neither the Agent for the Trustees nor the Institution shall be required to determine the validity of any certificate, resolution or other document required to be delivered to it under this Agreement, and it shall be sufficient that such certificate, resolution or other document shall be in apparent correct form and signed by the persons or parties and numbers of such persons required to sign it, and the Institution shall be relieved of any liability or responsibility for the sufficiency thereof as long as it purports on its face to be in such form and is executed and so long as neither the Agent nor the Institution have actual notice to the contrary.
- 8.8 Providing the Institution and the Agent for the Trustees act in accordance with this Article and Article 7, they shall not be responsible for any wrongdoing by the Trustees and the Trustees undertake to save the Institution and the Agent for the Trustees harmless and hereby agree to indemnify the Institution and the Agent for the Trustees from and against any and all claims and demands of any nature arising out of or in consequence of the Institution and the Agent acting in accordance with the terms of this Agreement.

- 8.9 The Trustees shall execute and deliver to the Institution or the Agent for the Trustees any document in writing requested by the Institution or Agent for the Trustees which is necessary or appropriate in the opinion of the Trustees or the Institution or the Agent for the Trustees for the administration of the Trust Property.
- 8.10 This Agreement shall be appended to and form part of every account operation agreement entered into with an Institution including without limitation the Trust Capital Account, the Trust Revenue Account, the Trust Expense Account and the Investment Management Agreement.

ARTICLE 9: POWERS OF TRUSTEES

- 9.1 In addition to such other powers of the Trustees as are set out in this Agreement and subject to the restrictions elsewhere contained in this Trust Agreement or in any subsisting Investment Management Agreement, 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 intent 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; and

- (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 or others 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 subparagraph or authorized by the corporate legislation governing such company or corporation;

- (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 Band Member, or a Band Corporation at the expense of the Beneficiary;
- (vii) to substitute any other Institution for the current Institution upon reasonable written notice to the current Institution subject to the requirement that the Trustees shall maintain the Trust Capital Account, Trust Revenue Account, and Trust Expense Account at the same Institution; and
- (viii) to retain an Investment Manager and to delegate to an Investment Manager by way of an Investment Management Agreement such powers of investment as the Trustees have pursuant to this Trust Agreement.

9.2 In addition to such other duties of the Trustees as are set out in this Agreement and subject to the restrictions elsewhere contained, the Trustees shall:

- (a) establish the Trust Capital Account, the Trust Revenue Account and the Trust Expense Account with the Institution and, subject to Article 8, make such arrangements governing banking procedures as they may from time to time deem advisable including, if they so desire, the delegation of authority to sign cheques and withdraw monies from the Trust Revenue Account and the Trust Expense Account to no less than three (3) of the Trustees for the purposes permitted by this Agreement, provided that such delegation shall be in writing signed by at least four (4) of the Trustees voting on the delegation at a Trustee meeting;
- (b) 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;
- (c) to maintain the Trust Register and to make access to the Trust Register available to the Council and Band Members on request;
- (d) to maintain complete records of all transactions through the Trust Capital Account, the Trust Revenue Account and the Trust Expense Account;
- (e) to maintain complete records with respect to each parcel of Treaty Reserve Land and Trust Land;
- (f) to execute all documents required by the Institution, the Agent for the Trustees, and the Investment Manager for the better administration of the Trust Property; and

- (g) to sell Treaty Reserve Land or Trust Land subject to, inter alia, the condition that it only be sold for current fair market value, provided that, a transfer of Treaty Reserve Land shall not constitute a sale within the meaning of this article; and
- (h) to re-designate Trust Land as Treaty Reserve Land, subject to the provisions of Article 5.6(1).

ARTICLE 10: APPOINTMENT OF INAUGURAL TRUSTEES

- 10.1 The First Nation hereby appoints each of the persons listed in Appendix "H" to act as an inaugural Trustee (each person being qualified to serve as a Trustee) subject to the terms and conditions of this Agreement and all obligations of a Trustee whether at common law or statutory, and the Trustees each accept the appointment as a Trustee and accept the duties and obligations as Trustee contained herein, and agree to observe and carry them out according to the terms and conditions of this Agreement.
- 10.2 The inaugural Trustees shall serve temporarily until an election is conducted pursuant to Article 11 hereto and notwithstanding Article 10.1, the powers, rights, privileges and duties of inaugural Trustees are restricted to the following:
- (a) establish the Trust Capital Account, Trust Revenue Account, and Trust Expense Account at the Institution;
 - (b) negotiate and contract for an Agent for the Trustees and an Investment Manager and, through an Investment Management Agreement, cause the Net Federal Payment to be invested as soon as possible;

- (c) prepare employment contracts, job descriptions, fix salary and benefits, advertise for and retain a Trust Officer and Trust Secretary;
- (d) rent office space from the First Nation and generally establish and equip the office of the Trust within Roseau River Indian Reserve No. 2;
- (e) within the limits of Article 6, borrow such money as may be necessary to pay the Trust's proper expenses for the initial partial year of operation; and
- (f) notwithstanding Article 13.1(b), select from among themselves at their first meeting an interim chairman.

10.3 Within six months from the date of the signing of this Trust Agreement, the inaugural Trustees shall establish the procedure for and call an election of a full term Board of Trustees, which shall be substantially in accordance with the procedure followed by the First Nation for the election of its Council as that procedure may from time to time exist and such procedure may provide for staggered terms of office, shall be fully written and included in the Trust Register.

10.4 The inaugural Trustees cease to hold office upon the election of a full term Board of Trustees.

ARTICLE 11: ELECTION AND TERM OF OFFICE OF TRUSTEES

11.1 To be eligible to serve as a Trustee, a person must

- (a) be over the age of 18 years as of the date of his or her election;
- (b) be a Band Member as of the date of his or her election;

- (c) not be bankrupt as of the date of his or her election;
 - (d) never have been convicted of an offence or found liable for theft, fraud, breach of trust or any offence involving the misappropriation or conversion of property or the exercise of his or her responsibilities as a Trustee if having served before; or
 - (d) not have been declared by a court to be mentally incompetent.
- 11.2 Each Trustee other than the inaugural Trustees shall serve a term of four years.
- 11.3 Except for the period pending the filling of a vacancy, there shall be at all times five Trustees in office all of which shall be elected by the Eligible Members from the membership at large.
- 11.4 All Trustees, before accepting their appointment as Trustee and as a qualification to act as a Trustee hereunder, shall:
- (a) obtain and at all times maintain in favour of the First Nation, a fidelity bond, at the expense of the Trust, from a company acceptable to the First Nation in the penal sum of \$1,000,000.00 for the due and faithful performance of the Trustees' obligations under this Agreement provided that the Council in its discretion may by Resolution duly passed waive this requirement and qualification in respect of any particular Trustee; and
 - (b) sign a consent to a release by the Royal Canadian Mounted Police to the Trustees of a criminal record check.

ARTICLE 12: REPLACEMENT OF TRUSTEES

12.1 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 or found liable for theft, fraud, breach of trust or any offence involving the Trust Property or the exercise of his or her responsibilities as a Trustee;
- (d) is declared by a court to be mentally incompetent;
- (e) is required to resign by a resolution of the Trustees signed by no less than four other 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 15.1(a) or 15.1(b), or votes on any resolution contrary to Article 15.3 of this Trust Agreement;
- (h) ceases to reside on a Reserve of the Band, but only if a majority of the other Trustees vote to terminate his or her term for that reason;
- (i) is elected to the Council;
- (j) resigns by delivery of a notice in writing to the other Trustees indicating an effective resignation date of no less than 14 days next following delivery; or

- (k) fails to obtain the fidelity bond referred to in Article 11.3(a) within 30 days of assuming office where the Council does not relieve the Trustee of that obligation.

12.2 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 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 12.1.

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

ARTICLE 13: CONDUCT OF MEETINGS

13.1 The conduct of all meetings of Trustees shall be governed by such rules as may be made by the Trustees from time to time, subject to the following:

- (a) meetings of the Trustees shall be held at such place or places within the Band's Reserves as the Chairman of the Board of Trustees may determine provided that the Trustees must meet at least twice a year and at least once in January;
- (b) at the January meeting held in each calendar year the Trustees shall select a Chairman from among themselves, who shall serve as Chairman for that year;

- (c) all Trustees shall be given fourteen days advance written notice of the place, date and time of every meeting, unless all Trustees agree in writing to shorter notice and, with respect to meetings of the Trustees open to Band Members, fourteen days notice shall be posted in the office of administration of the Trust and the office of the Council;
- (d) the quorum for duly convened meetings of Trustees shall be four Trustees;
- (e) all certificates, decisions and actions of the Trustees shall require the concurrence of a majority of the Trustees, that is to say, three (3) Trustees;
- (f) 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;
- (g) all Trustees shall maintain notice of a current residence address at the place of administration of the Trust and notice to that address by ordinary prepaid post shall be good and sufficient notice for all purposes of this Agreement;
- (h) 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 and such minutes shall be kept in the Trust Register; and
- (i) meetings of the Trustees can be open or closed to Band 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 Band Members, the

first of which shall be held in the month of April at which meeting the Trustees shall table and discuss the annual consolidated trust audit for the previous year and shall present the budget and the workplan for the Trust for the current Year.

ARTICLE 14: AUDIT AND REPORTING REQUIREMENTS

- 14.1 The Trustees shall appoint an auditor who is not related to or otherwise contracted by a Trustee 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 Revenue Account in accordance with generally accepted accounting principles consistently applied, and the auditor so appointed shall also certify that all expenditures in all three accounts were properly documented and authorized in accordance with the requirements of this Trust Agreement.
- 14.2 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 90 days of the end of each Year.
- 14.3 The auditor shall include in the annual consolidated trust audit a separate report with respect to each parcel of Treaty Reserve Land and Trust Land setting out such information as may be required to illustrate whether the acquisition of that parcel has or has not produced an annual financial benefit for the Band at least as great as to cover its annualized cost of acquisition and maintenance.

14.4 The Trustees shall provide the Beneficiary by delivery to the Council with:

- (a) a certified copy of the minutes of each meeting of the Trustees;
- (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; and
- (c) a copy of the annual consolidated Trust audit.

14.5 The Trustees or at least the Chairman and two (2) other Trustees shall attend meetings of the Band 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 but the Trustees are prohibited from calling a meeting of the Trustees at the same time and in the same location as a meeting of the Council.

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

ARTICLE 15: CONFLICT OF INTEREST

15.1 A Trustee who:

- (a) is a party or is related by blood or 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 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.

15.2 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.

15.3 A Trustee described in Article 15.1 who discloses in accordance with Article 15.2 may vote on any resolution to approve the contract.

15.4 For purposes of this paragraph a general notice to the Trustees by a Trustee declaring his or her interest in a material contract as provided for in Article 15.1 is a sufficient declaration of interest in relation to any contract so made.

15.5 A material contract involving this Agreement between the Trustees and one 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 the Beneficiary at the time it was approved.

ARTICLE 16: FURTHER ASSURANCES

16. 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 such procedures as are in force at law from time to time.

ARTICLE 17: VARIATION:

17.1 Subject to paragraph 2.7, 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 Band Members.

17.2 Such ratification shall be conducted according to the procedures set out in the Indian Referendum Regulations, C.R.C. 1978, c.957, as amended from time to time, provided that:

- (a) all Eligible Band Members shall be entitled to vote in such ratification; and
- (b) any reference in the said Regulation to "majority" shall be amended to read a reference to "two thirds majority".

ARTICLE 18: NOTICE

18.1 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) to the Trustees in care of the current address of each Trustee as recorded pursuant to subparagraph 13.1(g).
- (b) to the Council at the following address:
Roseau River Anishinaabe First Nation
P.O. Box 30
Ginew, Manitoba
R0A 2R0; and
- (c) the Institution, to the address of the branch at which is located the Trust Capital Account.

18.2 Any notice or communication shall be sufficient if delivered personally, or if delivered by ordinary 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, mail shall not be used.

ARTICLE 19: LIMITED LIABILITY

19.1 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 their 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.

19.2 Without limiting the generality of Article 19.1 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 20: BAND MEETINGS

20.1 Wherever this Agreement calls for a meeting of the Band Members, :

- (a) the Trustees shall give thirty (30) days advance written notice of the place, date and time of the meeting and shall fully disclose the purpose of the meeting;
- (b) such notice shall be posted and displayed clearly both inside and outside the Council Office and the place of administration of the Trust throughout the notice period; and
- (c) the conduct of such general meetings and any vote which may be required to be taken at such meeting (other than a vote as required in Articles 7.1 and 17) Trustees referred to in the Notice and by made available upon request by any Eligible Member.

ARTICLE 21: MISCELLANEOUS PROVISIONS

21.1 This Agreement shall in all respects be construed under and regulated by the laws of Canada, and the parties agree that at all times the principal place of administration of the Trust created by this Agreement shall be either Roseau River Indian Reserve No. 2 in the Province of Manitoba.

- 21.2 The term of this Agreement shall commence on the date of execution of this Agreement and shall terminate December 31, 2094 on which date the Trust Property shall be transferred to the Beneficiary.
- 21.3 The trust created by this Agreement shall be known as the "Roseau River Anishinaabe First Nation Trust".
- 21.4 The First Nation hereby nominates and appoints the Council to do all things, make all decisions and receive and lend all monies on behalf of the Beneficiary as called for by this Agreement.
- 21.5 With the exception of the payment of Surplus Annual Income to the Beneficiary pursuant to Article 5.3(e) hereof, the Trustees shall not release Annual Income payable to the Beneficiary except upon receipt of a contribution to the Trust Capital Account from the Beneficiary in like amount.
- 21.6 The Trustees hereby agree to enter into an account operation agreement with the Institution which will contain at least the account management provisions of Article 9, provided that this Trust Agreement shall be attached to any account operation agreement at the Institution as a schedule for identification purposes.
- 21.7 In the event the Band or the Council receives a distribution or pay out of Trust Property, during the term of this Trust or upon expiration of same, no such distribution or pay out, nor any portion thereof shall be used either directly or indirectly for a per capita distribution to any Band Member or any other person.

21.7 The following appendices form part of this Agreement:

- "A" Certificate of Trustees regarding acquisition of Treaty Reserve Land/Trust Land
- "B" Band Council Resolution Consenting to the Acquisition of Treaty Reserve Land
- "C" Band Council Resolution Refusing to Consent to the Acquisition of Treaty Reserve Land
- "D" Tariff of Trustees' Honouraria and Disbursements
- "E" Certificate of Agent for the Trustees Regarding Investments
- "F" Certificate of Agent for the Trustees Regarding Expenditures
- "G" Certificate of the Agent for the Trustees Regarding Expenses
- "H" List of Inaugural Trustees.

ARTICLE 22: RELEASES FROM TRUSTEES

22.1 The Trustees agree that the Trustees shall at not time make any claim against Canada with respect to:

- (a) any and all claims for or in respect of expenses incurred by the First Nation or the Trustees:

- (i) associated with the identification of any lands the First Nation desires Canada to set apart as Reserve and the approval of the acquisition of same by the Band, the Band Members, the Council, the Custom Council or the Trustees; and
 - (ii) in relation to or arising out of the acquisition of any lands the First Nation desires Canada to set apart as Reserve 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
 - (iii) associated with removing, discharging, or accommodating Third Party Interests; and
- (b) any claim and all claims of whatever kind or nature whatsoever, known or unknown, in the event the Net Federal Payment does not provide the First Nation or the Trustees with sufficient funds to acquire 16,218 acres of land and for the other attendant purposes herein including, without limitation, payment of all costs associated with acquiring such an amount of land and removing, discharging, or accommodating any Third Party Interests; and
- (c) any claim and all claims of whatever kind or nature whatsoever, known or unknown, in respect of any losses, damages, or expenses of any kind or nature (direct or indirect) howsoever incurred by the Band or the Trustees as a result of or in any way arising from any delay or failure by Canada to set a particular parcel of land apart as Reserve for the use and benefit of the Band either within any certain period of time or at all; and

- (d) any claim and all claims of whatever kind or nature whatsoever, known or unknown in the event the Band or the Trustees desire to acquire land under the administration and control of Canada but Canada declines to make such land available to the First Nation or Canada agrees to make such land available but the First Nation or the Trustees and Canada cannot or do not agree on the fair market value of such lands

and the Band hereby irrevocably instructs the Trustees that no such claims are to be brought by the Trustees.

22.2 The Band and the Trustees hereby acknowledge and agree that, upon making payment of the Net Federal Payment into the Trust Capital Account, Canada is relieved and released of and from, inter alia, any and all obligations or liability, whether fiduciary or otherwise, and any claim and all claims of whatever kind or nature whatsoever, known or unknown relating to or arising from:

- (a) the deposit, use, management, or administration of, or any other dealing with respect to the Net Federal Payment pursuant to the Trust Agreement; and
- (b) the use, management, administration, or operation of or any other dealing with respect to the Trust Capital Account; and
- (c) any and all actions, inactions, feissance, malfeissance, or negligence of the Trustees, including, without limitation, a breach by the Trustees of any or all of their obligations under the Trust Agreement (including their primary duty as described in Article 3.3(a) of the Settlement Agreement).

IN WITNESS WHEREOF the parties hereto have executed this Agreement
at Roseau River Indian Reserve No. 2 this day of
 , 1995.

ROSEAU RIVER INDIAN BAND as represented by the duly elected and
incumbent Chief and Council of the Roseau River Anishinaabe First
Nation.

Chief

Witness

Councillor

Witness

Councillor

Witness

Councillor

Witness

Councillor

Witness

Councillor

Witness

THE TRUSTEES

Trustee:

Witness

Trustee:

Witness

Trustee:

Witness

Trustee:

Witness

Trustee:

Witness

The execution of this Trust Agreement by the Chief and Council on behalf of the Roseau River Indian Band has been authorized by the Custom Council in accordance with a resolution passed at a duly convened meeting held the _____ day of _____, 1995.

Chairman of the
Custom Council

Witness

APPENDIX " A "

**CERTIFICATE OF TRUSTEES REGARDING
ACQUISITION OF TREATY RESERVE LAND/TRUST LAND**

TO: The Council

REFERENCE is made to Article 5.6(e) of the Agreement.

PURSUANT TO Article 5.6(e), this is to certify that the acquisition of the within described Treaty Reserve Land or Trust Land in the opinion of the Trustees 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 parcel of land as (choose one) Treaty Reserve Land or Trust Land.

Dated this _____ day of _____, 19__.

The Trustees:

Trustee:

Trustee

Trustee:

Trustee

Trustee:

APPENDIX " B "

**BAND COUNCIL RESOLUTION CONSENTING TO THE
ACQUISITION OF TREATY RESERVE LAND/TRUST LAND**

TO: The Trustees

REFERENCE is made to Article 5.6(f) of the Agreement.

WHEREAS the Trustees have certified that the acquisition of the following parcel of land would benefit the First Nation and be in its best interests;

(set out description using attachments if necessary)

THE COUNCIL HEREBY RESOLVES AS FOLLOWS:

BE IT RESOLVED THAT THE COUNCIL WITH THE APPROVAL OF CUSTOM COUNCIL DOES HEREBY CONSENT TO THE ACQUISITION OF THE ABOVE PARCEL OF LAND AS (CHOOSE ONE) TREATY RESERVE LAND OR TRUST LAND.

Dated this _____ day of _____, 19__.

The Council:

Chief

Councillor

Councillor

Councillor

Councillor

Councillor

APPENDIX " C "

**BAND COUNCIL RESOLUTION REFUSING TO CONSENT
TO THE ACQUISITION OF TREATY RESERVE LAND/TRUST LAND**

TO: The Trustees

REFERENCE is made to Paragraph 5.6(f) of the Agreement.

WHEREAS the Trustees have certified that the acquisition of the following parcel of land would benefit the First Nation and be in its best interests;

(set out description using attachments if necessary)

THE COUNCIL HEREBY RESOLVES AS FOLLOWS:

BE IT RESOLVED THAT THE COUNCIL WITH THE APPROVAL OF CUSTOM COUNCIL DOES HEREBY REFUSE TO CONSENT TO THE ACQUISITION OF THE ABOVE PARCEL AS (CHOOSE ONE) TREATY RESERVE LAND OR TRUST LAND FOR THE FOLLOWING REASONS:

(use attachment if necessary)

Dated this _____ day of _____, 19__.

The Council:

Chief

Councillor

Councillor

Councillor

Councillor

Councillor

APPENDIX " D "

TARIFF OF TRUSTEES' HONOURARIA AND DISBURSEMENTS

1. Each Trustee shall be entitled to receive a total of \$10,000 per annum to be paid in the following amounts, at the following times and in accordance with the following conditions:
 - (a) \$2,500.00 on January 1;
 - (b) \$2,500.00 on July 1;
 - (c) \$416.66 on the last day of every month subject to the Trustee having been in attendance at all duly convened Trustee Meetings called in that month.
2. The Trustees shall be entitled to be compensated for reasonable expenses incurred in the discharge of their duties at the following rates:
 - (a) Automobile mileage: \$ 0.21 per kilometre
 - (b) Meals:
 - (i) Breakfast: \$ 6.00
 - (ii) Lunch: \$ 8.00
 - (iii) Supper: \$ 11.00
 - (c) Other reasonable expenses where supported by receipts and approved at a meeting of the Trustees.
 - (d) Travel other than by automobile - actual economy fare
 - (e) Hotel - actual cost
3. Except for expenses listed in 2(a) and (b), no expenses shall be reimbursed unless permitted by this Tariff and supported by receipts.

APPENDIX " E "

ROSEAU RIVER FIRST NATION TRUST
CERTIFICATE OF AGENT FOR THE TRUSTEES REGARDING INVESTMENTS

REFERENCE is made to Article 7.2 of the Agreement.

PURSUANT TO Article 7.2 this is to certify that the following investment/s is/are an Authorized Investment within the meaning of the Roseau River Anishinaabe First Nation Trust.

Description of Investment:

Dated this ____ day of _____, 19__ .

Agent for the Trustees
Per:

The original of this Certificate is to be delivered to the Institution and a duplicate original to the Trustees.

APPENDIX " F "

ROSEAU RIVER FIRST NATION TRUST
CERTIFICATE OF AGENT FOR THE TRUSTEES REGARDING
REVENUE ACCOUNT WITHDRAWALS AND EXPENDITURES

REFERENCE is made to Article 7.3 of the Trust Agreement.

PURSUANT TO Article 7.3 and subject to Article 8.7, this is to certify that the following expenditure/s is/are an authorized expenditure/s within the meaning of the Roseau River Anishinaabe First Nation Trust and that all certificates of the Trustees and of the Council required by the Trust Agreement have been duly authorized and executed, true copies of which are attached hereto.

Dated this _____ day of _____, 19____ .

Agent for the Trustees
Per:

The original of this Certificate is to be delivered to the Institution and a duplicate original to the Trustees.

APPENDIX " G "

ROSEAU RIVER FIRST NATION TRUST
CERTIFICATE OF THE AGENT FOR THE TRUSTEES REGARDING
TRANSFERS FOR EXPENSES

REFERENCE is made to Article 7.4 of the Trust Agreement.

PURSUANT TO Article 7.4 this is to certify that the transfer of \$_____ from the Trust Revenue Account to the Trust Expense Account by cheque no. _____ dated _____, 19__ is for an amount which, in combination with all other amounts previously transferred for the same purpose in this fiscal year, is within the limit imposed for Trust expenses for the year by Articles 6.1 and 6.2, whichever is the lesser, and that the Trust Capital Account has previously been credited with the payment referred to in Article 5.3(b) of the Trust Agreement.

Dated this _____ day of _____, 19__ .

Agent for the Trustees
Per:

The original of this certificate is to be delivered to the Institution and a duplicate original to the Trustees.

APPENDIX " H "

INAUGURAL TRUSTEES

REFERENCE is made to Article 10.1 of the Trust Agreement.

PURSUANT TO Article 10.1 the inaugural Trustees are as follows:

Trustee Elizabeth Hayden

Trustee Rose Hayden

Trustee Shane Robinson

Trustee John Oliver Nelson Jr.

Trustee Carl Roberts

TRUST AGREEMENT

BETWEEN

**ROSEAU RIVER INDIAN BAND,
(also known as
THE ROSEAU RIVER ANISHINAABE FIRST NATION)
as represented by
its Chief and Councillors**

OF THE FIRST PART

AND

**ELIZABETH HAYDEN, ROSE HAYDEN, SHANE ROBINSON,
JOHN OLIVER NELSON JR., and CARL ROBERTS
and all those persons subsequently appointed or elected
from time to time as Trustees
under the terms of this Trust Agreement**

OF THE SECOND PART.

MARCH, 1996

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TRUST AGREEMENT

BETWEEN:

**ROSEAU RIVER INDIAN BAND
(also known as "Roseau River Anishinaabe First Nation")
as represented by its incumbent Chief and Councillors
(hereinafter referred to as "the First Nation"),**

OF THE FIRST PART,

- AND -

**ELIZABETH HAYDEN, ROSE HAYDEN, SHANE ROBINSON,
JOHN OLIVER NELSON JR., and CARL ROBERTS
and all those persons subsequently appointed or elected
from time to time as Trustees
under the terms of this Agreement,
(hereinafter referred to as "the Trustees"),**

OF THE SECOND PART.

WHEREAS the First Nation has entered into the Settlement Agreement with Canada to which this Trust Agreement is attached as Appendix "B";

AND WHEREAS pursuant to the Settlement Agreement, the First Nation has irrevocably authorized and directed Canada to pay the Net Federal Payment into the Trust Capital Account established pursuant to this Trust Agreement;

AND WHEREAS the First Nation desires and intends that the Net Federal Payment so settled and deposited will be used as a long term asset for the use and benefit of the First Nation as Beneficiary to be administered by the Trustees upon the trusts and in accordance with the terms and conditions set out herein;

AND WHEREAS the First Nation also desires that this Trust be constituted to receive and administer future payments of other moneys of the First Nation as may be received from time to time;

AND WHEREAS this Trust Agreement has been ratified by the Eligible Members (as defined in the Settlement Agreement) in accordance with a ratification procedure provided for in the Settlement Agreement;

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

ARTICLE 1: DEFINITIONS

1.1 In this Agreement:

- (a) "Agent for the Trustees" or "Agent" means a natural or juridical person who has undertaken to perform the duties set out in Article 7;
- (b) "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, and including any revenues from Trust Land or Treaty Reserve Land;
- (c) "Authorized Investments" means any short or long term domestic and international assets including domestic and international equities, debt instruments, mutual and pooled funds or any other instrument, note, bond, security, stock or other evidence of indebtedness or interest but does not include Trust Land or Treaty Reserve Land;
- (d) "Band" means the Roseau River Indian Band also known as the Roseau River Anishinaabe First Nation or its successor at law and has the same meaning as First Nation;

- (e) "Band Corporation" means a company incorporated by the First Nation pursuant to the laws of Canada or of any Province thereof, which company has all the following characteristics:
- (i) the company's purpose includes the holding of real property or chattels for the use and benefit of the Band;
 - (ii) the Articles of Incorporation restrict the issuing of shares and the transfer of any issued, outstanding shares to Band Members only;
 - (iii) the issued and outstanding shares of all classes are wholly beneficially owned by the Band or by Band Members in trust for the Band;
 - (iv) each shareholder has undertaken that all dividends, bonuses and other monies to which the shareholders may become entitled in respect of the shares will be paid only to the Band or to Band Members;
- (f) "Band Member" means a person who appears on the list maintained by Canada pursuant to section 8 of the Indian Act, of persons who are members of the Band and has the same meaning as First Nation Member;
- (g) "Beneficiary" means all Band Members collectively, and, for greater certainty, no individual First Nation Member is a beneficiary;
- (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 for purposes of this Agreement only, the Chief and Council as provided by paragraph 4 of the codification of the First Nation's customary law entitled An Act Respecting the Bagiwaaniskiziibi Anishinaabe Nation, Election Act and Regulations, or their successor by customary law;
- (j) "Eligible Members" means all Band Members who are 18 years of age and over and have not been found mentally incompetent or judged otherwise unable to manage their affairs by a court of competent jurisdiction as of the date of any vote required by or referred to in this Agreement;
- (k) "First Nation" means the Roseau River Indian Band also known as the Roseau River Anishinaabe First Nation or its successor at law and has the same meaning as Band;
- (l) "Indian Act" means the Indian Act, R.S.C. 1985 c. I-5, as amended or any successor legislation;
- (m) "Institution" means Assiniboine Credit Union or any other chartered bank, licensed trust company or incorporated credit union subsequently substituted for Assiniboine Credit Union pursuant to Article 9.1(b)(vii);
- (n) "Investment Manager" means the natural or juridical person retained by the Trustees pursuant to Article 6.5;
- (o) "Investment Management Agreement" means an agreement by which the Trustees delegate their power of investment to an Investment Manager, subject to this Trust Agreement;

- (p) "Management Plan" means a written proposal approved by the Trustees for the management and generation of income from a parcel of land whether undeveloped, developed or intended to be developed, and whether Treaty Reserve Land or Trust Land;
- (q) "Net Federal Payment" means the funds to be paid by Canada to the Band pursuant to Article 2 of the Settlement Agreement less the amounts referred to in Articles 2.2 and 6.1 of the Settlement Agreement;
- (r) "Reserve" means a "reserve" as that term is defined in the Indian Act;
- (s) "Roseau River Anishinaabe First Nation Trust" or "the Trust" means the Trust created by this Agreement to be administered by the Trustees for the benefit of the Beneficiary any validly ratified variations and amendments and any written advice of a court of competent jurisdiction;
- (t) "Settlement Agreement" means the agreement between Canada and the First Nation (including all Schedules attached thereto) pursuant to which the terms for the settlement of the Treaty Land Entitlement Claim (as defined therein) are set out;
- (u) "Surplus Annual Income" means any Annual Income remaining at the end of a Year following the Trustees' expenditures pursuant to Articles 5.3(a) to and 5.3(d) inclusive;

(v) "Third Party Interest" means:

(i) any right, covenant, or interest of any kind or nature whatsoever (including without limitation, any agreement to purchase, option to purchase, lease, option to lease, profit a prendre, easement, permit, license, or any right of access to explore or exploit the mines and minerals under such lands) the holder of which interest is not Canada, Manitoba, the First Nation or the Trustees in respect of lands that have been acquired by the First Nation or the Trustees and which lands the First Nation wishes Canada to set apart as Reserve pursuant to the Settlement Agreement; or

(ii) any claim and all claims of any city, town, village, municipality, local government district, or school board 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, net of any replacement revenues, reduced cost of local service delivery, and any contribution towards or recovery of capital assets;

(w) "Treaty Reserve Land" means real property including land, minerals and improvements purchased by the Trustees from Annual Income which is intended to be transferred to Canada for the purpose of having such land set apart as Reserve by Canada for the use and benefit of the Band (subject to the terms and conditions of the Settlement Agreement) and for greater certainty does not include Trust Land;

- (x) "Trustees" means those individuals named in Appendix "H" as Trustees and any person later appointed, or elected or substituted as a Trustee pursuant to Articles 11 and 12;
- (y) "Trust Capital" means so much of the Trust Property as is maintained and invested in the Trust Capital Account and, for greater certainty means all Trust Property less any Annual Income not recapitalized or disbursed;
- (z) "Trust Capital Account" means the account established by the Trustees at the Institution and initially means Account No. 1112523 and which account shall always be kept separate and apart from the Trust Expense Account and the Trust Revenue Account and which account may be a pooled investment management account;
- (aa) "Trust Expense Account" means the account established by the Trustees at the Institution and initially means Account No. 1112549 from which proper expenses related to the management and administration of the Trust are to be paid, which shall always be kept separate and apart from the Trust Capital Account and Trust Revenue Account;
- (bb) "Trust Land" means real property, or any interest therein, including land, minerals and improvements, the legal title to which is vested in the Trustees and which is intended to remain held by the Trustees and not converted to Reserve and, for greater certainty, does not include Treaty Reserve Land;
- (cc) "Trust Property" means:
 - (i) the Net Federal Payment; and
 - (ii) any and all assets of any kind in which the Net Federal Payment may be invested or reinvested by

the Trustees or into which the Net Federal Payment may be converted by the Trustees, as well as any additions or accruals thereto; and

(iii) all Annual Income and any other monies coming within the administration and control of the Trustees; and

(iv) the shares of any land holding company constituted by the Trustees pursuant to Article 5.8

provided that Treaty Reserve Land shall cease to be Trust Property upon execution and delivery by the Trustees of a registerable transfer to Canada or execution and delivery of an irrevocable direction to a vendor to engross a registerable transfer to Canada of such land;

(dd) "Trust Register" means the official record of the Trust containing all resolutions, minutes, and certificates of the Trustees, the Council (to the extent required by this Trust Agreement), the Agent for the Trustees, and includes the register referred to in Article 5.7

(ee) "Trust Revenue Account" means the account established by the Trustees at the Institution to which is to be credited all Annual Income when due and payable and initially means Account No. 1112531 and which shall always be kept separate and apart from the Trust Capital Account and Trust Expense Account;

(ff) "Year" means the calendar year.

ARTICLE 2: DEPOSIT OF FUNDS AND VESTING

- 2.1 The Trustees shall establish the Trust Capital Account, the Trust Revenue Account and the Trust Expense Account at the Institution.
- 2.2 The First Nation has irrevocably authorized and directed Canada to pay the Net Federal Payment into the Trust Capital Account pursuant to the Settlement Agreement.
- 2.3 The Net Federal Payment shall initially constitute the capital of the Trust and shall be administered by the Trustees for the benefit of the Beneficiary in accordance with the terms of this Agreement.
- 2.4 Subject to the terms of this Agreement, upon the deposit of the Net Federal Payment to the Trust Capital Account, all legal right, title and interest in and to the Trust Property is hereby settled by the First Nation members on the Trustees and hereby vests in the Trust to be administered by the Trustees for use and benefit of the Beneficiary.
- 2.5 This Trust shall not be revoked.
- 2.6 This Trust may be amended in accordance with Article 17 hereof except that the Trust may not be varied to amend Articles 2.5, 3.1(a), 3.1(b), 4.2, 4.3(f) or to confer on the First Nation or any person the power to revoke this Agreement whether directly or indirectly.

ARTICLE 3: PURPOSE OF THE TRUST

3.1 The Trust Property shall be held, invested, managed, administered and used by the Trustees for the benefit of the Beneficiary for the following purposes:

- (a) subject to Article 4, the preservation and enhancement of a capital fund of varied Trust Property through the purchase of Authorized Investments so as to provide a reliable source of Annual Income for the benefit of the Beneficiary;
- (b) subject to Article 5, the acquisition for the benefit of the Beneficiary of Treaty Reserve Land from Annual Income in order to increase the reserve land holding of the First Nation by a surface area of no less than 5,861 acres and up to 16,218 acres pursuant to the terms of the Settlement Agreement and, subject to Article 5.2 following the setting apart by Canada of 5,861 acres of Treaty Reserve Land as Reserve for the use and benefit of the Band, the acquisition of any quantity of Trust Land; and
- (c) subject to Article 5, the delivery of Surplus Annual Income to the Beneficiary in trust for the support of programs, services and projects for the betterment of the Beneficiary.

ARTICLE 4: PRESERVATION AND ENHANCEMENT OF TRUST PROPERTY BY THE TRUSTEES

4.1 The Trustees shall preserve the Trust Capital invested in Authorized Investments for the use, benefit and betterment of the Beneficiary except as otherwise provided by this Agreement.

- 4.2 The Trust Property, whether in cash or any other form, shall not be used directly or indirectly for per capita distributions to First Nation Members.
- 4.3 The Trustees shall have and may exercise the investment powers and other powers of a Trustee under The Trustee Act, R.S.M., 1987 c. T-160, or as authorized elsewhere in this Agreement, subject to the following restrictions:
- (a) the Trustees shall negotiate the best interest rate available from the Institution on Trust Property cash;
 - (b) the Trustees shall not mortgage, pledge, assign, hypothecate, encumber or grant any security interest of any kind whatsoever in the Trust Capital for any purpose whatsoever;
 - (c) the Trustees shall not dispose of Trust Land except for fair market value;
 - (d) the Trustees shall, when prudent to do so, keep the uncommitted portion of the Trust Revenue Account invested at the Institution in such short term investments as nonetheless enable the Trustees to perform the duties imposed on them by Articles 5 and 6.
 - (e) the Trustees may not invest Trust Capital by purchasing land, whether developed or undeveloped, or any interest therein; and
 - (f) the Trustees may not encroach upon Trust Capital.

- 4.4 Until otherwise released by a 60% majority of the Eligible Members of the First Nation voting at a general Band meeting held in accordance with Article 20, the Trustees shall always retain a qualified Investment Manager to make all investment decisions but who shall nonetheless make all such decisions in full consultation with the Board of Trustees.

ARTICLE 5: AUTHORIZED EXPENDITURES OF ANNUAL INCOME

- 5.1 Any Annual Income received by the Trustees in a Year shall be deposited into the Trust Revenue Account and shall only be disbursed from that account in accordance with the provisions of this Article.
- 5.2 Annual Income will be used only as follows:
- (a) to pay expenses;
 - (b) subject to Article 5.4, to offset the effect of inflation;
 - (c) to buy Treaty Reserve Land;
 - (d) subject to Article 5.4, to buy Trust Land; and
 - (e) subject to Article 5.4, to pay over Surplus Annual Income to the Beneficiary.
- 5.3 On or before December 31 in each Year, the Trustees shall disburse Annual Income earned in that Year in the following manner and in the following order of priority:
- (a) firstly, transfer to the Trust Expense Account an amount determined in accordance with Article 6, provided that in no event shall the amount so transferred exceed 25% of the Annual Income in that Year;

(b) secondly, pay to the Beneficiary an amount equal to the greater of:

(i) 3% of the value of the Trust Capital Account as of December 31 in that Year; or

(ii) the percentage by which the Consumer Price Index (as calculated by Statistics Canada) for the City of Winnipeg rose in that Year multiplied by the value of the Trust Capital Account as of December 31 in that Year

which amount shall be reinvested by the Beneficiary in the Trust Capital Account to offset the effects of inflation;

(c) thirdly, but subject to Article 5.5, purchase up to 16,218 acres of Treaty Reserve Land, including paying all costs associated with acquiring such land;

(d) fourthly, but subject to Article 5.5, purchase Trust Land, including paying all costs associated with acquiring such land; and

(e) fifthly, pay Surplus Annual Income over to the Beneficiary

provided that the Trustees shall have, as a primary duty to the Beneficiary, the obligation to purchase 5861 acres of land, including all mines and minerals, with the intention of having that land set apart as Reserve by Canada for the use and benefit of the First Nation in accordance with the Settlement Agreement within 10 years from the date the Settlement Agreement comes into force and provided further that in the event the Trustees default in the performance of such primary duty or in the event some or all of the land so acquired has not been accepted by Canada as suitable to be set

apart as Reserve for the use and benefit of the Band, then the Trustees shall have no power to make use of Annual Income except to pay expenses as provided in Article 6 and to acquire Treaty Reserve Land.

- 5.4 For greater certainty, in the event of a default pursuant to Article 5.3, Articles 5.3(b), 5.3(d), and 5.3(e) shall be temporarily suspended until default has been remedied.
- 5.5 Prior to the acquisition of 5,861 acres of Treaty Reserve Land, the Trustees may acquire up to 500 acres of Treaty Land and following Canada having set apart 5,861 acres of land as Reserve for the use and benefit of the Band, the Trustees may acquire any additional amount of Trust Land in accordance with Article 5.6.
- 5.6 Any land acquired as Treaty Reserve Land or Trust Land shall be acquired in the following manner:
 - (a) The Council, any Band Member or a Band Corporation may deliver to the Trustees a written proposal identifying parcels as possible Treaty Reserve Land or Trust Land acquisitions, setting out the fair market value of such acquisitions as well as all other particulars as may affect the Trustee's decision to acquire such parcels, including a statement as to how the land may benefit the First Nation;
 - (b) The Trustees shall not acquire Treaty Reserve Land or Trust Land unless a Management Plan is in place and the Trustees agrees that the Management Plan discloses a reasonable likelihood that income to be earned from or by the parcel or its application to a business purpose will be sufficient to pay its costs of acquisition.

- (c) Thereafter, the Trustees shall make a determination of whether the proposed acquisition will satisfy the terms and conditions of the Settlement Agreement and this Trust Agreement and whether such acquisition will reasonably benefit the Band.
- (d) Upon the Trustees satisfying themselves that the proposed acquisition:
 - (i) satisfies the requirements of the Settlement Agreement and this Trust Agreement;
 - (ii) could reasonably be expected to benefit the First Band; and
 - (iii) there is a Management Plan meeting the requirements of Article 5.6(b)

they shall convene a meeting of the Band Members in accordance with Article 20 for the purpose of reviewing such proposed acquisition.

- (e) Following the meeting of Band Members and if the Trustees remain of the opinion that such acquisition would benefit the First Nation and be in its best interests, the Trustees shall deliver to Council a Certificate in the form attached as Appendix "A" requesting the Council's consent to such acquisition.
- (f) Upon receipt of such Certificate, the Council shall, by majority vote, determine whether it consents or refuses to consent, to the acquisition of the Treaty Reserve Land or Trust Land as the case may be.
- (g) In the event the Council consents to the acquisition of such land, such consent shall be evidenced by the Council executing and delivering to the Trustees a resolution in the form set out in Appendix "B".

- (h) In the event Council refuses to consent to the acquisition of such land, such refusal shall be evidenced by the Council shall executing and delivering to the Trustees a Resolution in the form set out in Appendix "C".
- (i) Neither the consent to the acquisition of Treaty Reserve Land or Trust Land nor the refusal to consent to the acquisition of Treaty Reserve Land or Trust Land by the Council shall be exercised arbitrarily or unreasonably and without limiting the generality of the foregoing, the Council may not refuse to consent to an acquisition of land by the Trustees for the purpose of increasing the amount of Surplus Annual Income that would otherwise be payable to the Beneficiary.
- (j) On receipt of a duly enacted resolution of the Council consenting to the purchase, the Trustees shall take such steps and sign all such documents as may be required to acquire the parcel.
- (k) The Trustees may determine that it is in the best interests of the Band to sell Treaty Reserve Land or Trust Land and in such event, the Trustees shall deliver to Council a Certificate in a form similar to Appendix "A" but amended to refer to the proposed sale and the Council shall respond by delivery of a resolution in a form similar to Appendix "B" or "C" (as the case may be) consenting or refusing to consent to the proposed sale.
- (l) The Trustees may determine that it is in the best interests of the Band to re-designate Trust Land as Treaty Reserve Land in such event, the Trustees shall deliver to Council a Certificate in a form similar to Appendix "A" but amended to refer to the proposed re-

designation and the Council shall respond by delivery of a resolution in a form similar to Appendix "B" or "C" (as the case may be) consenting or refusing to consent to the proposed re-designation.

- 5.7 The Trustees shall devise and, for the term of this Trust, maintain a land acquisition program and shall also maintain a register of Treaty Reserve Land and Trust Land setting out full particulars of each parcel as acquired, (including legal description, cost, surface area, subsurface rights and encumbrances and all subsequent interests granted by the Trustees in every parcel), notations of a decision by the Trustees to convert a parcel of Trust Land to Treaty Reserve Land and notations of the date of transfer of all parcels of Treaty Reserve Land to Canada.
- 5.8 The Trustees shall have the power to take title to any parcel of land (whether Treaty Reserve Land or Trust Land) in such manner as best serves the objectives of this Trust, including, without limiting the generality of the foregoing, a holding company the shares of which are wholly owned by the Trustees.
- 5.8 The Trustees are specifically empowered to borrow money on the security of the Annual Income for the acquisition of Treaty Reserve Land and Trust Land subject only to the limitation that security may only be given in the residue of the Annual Income after paying the amount required by Article 5.3(b).
- 5.9 The Trustees may use annual income for all land acquisition costs including environmental screening, down payment, mortgage, principal, interest, real property taxes, survey costs, legal costs, stand by charges and all other third party costs as that expression is defined in the Settlement Agreement.

- 5.10 With respect to the payment of Surplus Annual Income by the Trustees to the Beneficiary by December 31st of each Year, it shall be a proper and sufficient disbursement of Annual Income to the Beneficiary if such amounts are paid from year to year to or to the direction of the Council on receipt of which the Council shall become a fiduciary and trustee of same for the benefit of the Beneficiary.

ARTICLE 6: TRUST EXPENSES AND OTHER OBLIGATIONS

- 6.1 Subject to Article 7, each Year the Trustees may transfer from the Trust Revenue Account to the Trust Expense Account, from so much as remains after paying the amount required by Article 5.3(b), an amount in each of 1995 and 1996 not to exceed 25% of the year's projected Annual Income and in subsequent years not to exceed 25% of the previous year's Annual Income to pay the Trust's reasonable and legitimate expenses of operation including, inter alia, those listed in this Article.
- 6.2 Prior to the commencement of each Year, the Trustees shall prepare and propose an annual budget within the limits of Article 6.1 and a workplan setting out the Trustees' intentions for the Year with respect to the performance of their duties as described in Articles 3, 4 and 5 above, which annual budget and workplan are to be presented to the Band Members at a general meeting called in accordance with Article 20 expressly for the purpose.
- 6.3 The Trustees are authorized and empowered to contract for, retain, dismiss and replace staff, legal counsel, Agent for the Trustees, auditors, accountants, bookkeepers, investment advisers, Investment Manager, 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 except with respect to the Investment Manager.

- 6.4 The Trustees may pay reasonable salaries, wages, fees and costs for the services of persons, corporations and proprietorships retained by this Trust including the costs associated with any variation of this Trust Agreement, and the costs for instruction and training in the duties and responsibilities of Trustees and the persons set out in Article 6.5 with respect to the acquisition and management of Treaty Reserve Land and Trust Land.
- 6.5 The Trustees shall hire an Agent for the Trustees, an Investment Manager, a Trust Officer (generally responsible for maintaining the Trust Register, administer the affairs of the Trust, and be responsible for details respecting land acquisition by the Trustees), a Trust Secretary (generally responsible for clerical and secretarial duties required by the Trust) and, when reasonable to do so, a Trust Lands Manager (generally responsible for the management of Treaty Reserve Land and Trust Land) in accordance with appropriate contracts or written job descriptions prepared in advance by the Trustees.
- 6.6 The Trustees shall pay the cost of premiums for the purchase of such insurance as the Trustees, acting reasonably, may determine is advisable.
- 6.7 The Trustees may incur reasonable costs for the investment, acquisition, administration and management of Trust Property including the acquisition of Trust Land and Treaty Reserve Land and any such costs may be included as part of any mortgage financing for such acquisition.

- 6.8 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 Trust Agreement and may reimburse to the Trustees any personal expenses reasonably incurred by the Trustees in carrying out their duties but only if such compensation and reimbursement of expenses is in accordance with a Tariff of Trustees Honoraria and Disbursements (the initial tariff of which is attached as Appendix "D") adopted or subsequently varied by the Trustees. The tariff may be varied from time to time, but not more than once annually by the Trustees, provided that no such variation of the tariff shall be effective until approved by Council in a meeting called by the Council expressly for that purpose. The Council may not unreasonably withhold the approval of such variation as sought by the Trustees.
- 6.9 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.
- 6.10 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. 1988-89, c.4 and shall pay the costs thereof out of Trust Property provided that such costs be paid from the Trust Expense Account unless same is exhausted.
- 6.11 The Trustees may establish criteria for determining the circumstances under which they will pay the costs associated with an application by any Band 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 all the costs incurred by a Band 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 or investment of Trust Property or have acted negligently in the management of Trust Property.

6.12 In the event there is a surplus in the Trust Expense Account on the last day of the Year, it shall be treated as Surplus Annual Income.

6.13 In the event there are outstanding unpaid liabilities of the Trust as at December 31st in any Year, such liabilities shall be paid in the next Year as a first charge against the amounts transferrable from the Trust Revenue Account to the Trust Expense Account pursuant to Articles 6.1 and 6.2.

ARTICLE 7: AGENT FOR THE TRUSTEES

7.1 Unless otherwise released by a 60% majority of the Eligible Members voting at a meeting held in accordance with Article 20, the Trustees are absolutely prohibited from making any investments pursuant to Article 4 or expenditures pursuant to Articles 5 or 6 unless and until an Agent for the Trustees has been retained and has undertaken in writing to the Board of Trustees to provide the services stipulated by this Article.

7.2 Neither the Trustees nor any Investment Manager may make any investment of Trust Capital unless and until the Agent first certifies that the investment is an Authorized Investment, the form of which Certificate is appended hereto as Appendix "E".

- 7.3 The Institution may not honour, process or negotiate any instrument presented by the Trustees or any third party or respond to any other instruction, direction or withdrawal notice withdrawing funds from the Trust Revenue Account unless and until the Agent for the Trustees first certifies that the expenditure is duly authorized and executed, the form of which certificate is attached hereto as Appendix "F".
- 7.4 The Trustees may not transfer funds from the Trust Revenue Account to the Trust Expense Account at any time unless and until the Agent for the Trustees first certifies that the amount of the transfer does not, in combination with any other transfer from Trust Revenue Account to Trust Expense Account, exceed the amounts provided in Article 6.1 and 6.2, whichever is the lesser and that the inflation payment obligation pursuant to Article 5.3(b) of the Trust Agreement has previously been discharged, the form of which certificate is attached hereto as Appendix "G".
- 7.5 A contract for the services of an Agent for the Trustees shall include a provision requiring a copy of this Trust Agreement to be appended thereto and the Agent's signed undertaking to the Trustees to act in good faith and with due diligence and within the limits of its duties as described in the Trust Agreement and a provision permitting either party to terminate on 90 days written notice to the other.
- 7.6 The Agent for the Trustees shall deliver duplicate original certificates pursuant to this Article to the Trustees.

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

- 8.1 No monies may be withdrawn from the Trust Revenue Account for the purposes set out in Article 5 or from the Trust Expense Account for the purposes set out in Article 6 except by cheque but, notwithstanding, the Trustees may preauthorize account deductions from the Trust Revenue Account for mortgage principal interest and tax payments on Treaty Reserve Land or Trust Land.
- 8.2 No monies may be withdrawn for investment from the Trust Capital Account except by an Investment Manager in accordance with the terms of an Investment Management Agreement and a general or blanket direction and authorization contained therein to the Investment Manager and to the Institution authorizing withdrawal of Trust Capital for investment purposes shall be sufficient.
- 8.3 A single Certificate of the Agent of the Trustees pursuant to Article 8.2 may be issued pre-certifying that all classes of investments permitted by the Investment Management Agreement are authorized by the Trust Agreement.
- 8.4 Within the limit imposed by Article 6.1, the Trustees may borrow for expenses and may give security in the amount of Annual Income referred to in Article 6.1 and the cost of borrowing shall be a proper expense of the Trust, provided that any such loan (including any costs of borrowing) shall be repaid in full by the Trustees on before December 31st of the Year in which such debt was incurred in accordance with Article 5.3(a).

- 8.5 The Trustees and the Institution shall arrange that all Annual Income from Trust Property shall first be deposited to the Trust Revenue Account and no amount of Annual Income transferrable or payable in accordance with this Agreement may be transferred or paid except from the Trust Revenue Account.
- 8.6 The Trust Register shall contain a chronological register of all duplicate original certificates and resolutions authorizing disbursement of Trust Property including duplicate original certificates issued by the Agent for the Trustees as required by Article 7.
- 8.7 Neither the Agent for the Trustees nor the Institution shall be required to determine the validity of any certificate, resolution or other document required to be delivered to it under this Agreement, and it shall be sufficient that such certificate, resolution or other document shall be in apparent correct form and signed by the persons or parties and numbers of such persons required to sign it, and the Institution shall be relieved of any liability or responsibility for the sufficiency thereof as long as it purports on its face to be in such form and is executed and so long as neither the Agent nor the Institution have actual notice to the contrary.
- 8.8 Providing the Institution and the Agent for the Trustees act in accordance with this Article and Article 7, they shall not be responsible for any wrongdoing by the Trustees and the Trustees undertake to save the Institution and the Agent for the Trustees harmless and hereby agree to indemnify the Institution and the Agent for the Trustees from and against any and all claims and demands of any nature arising out of or in consequence of the Institution and the Agent acting in accordance with the terms of this Agreement.

- 8.9 The Trustees shall execute and deliver to the Institution or the Agent for the Trustees any document in writing requested by the Institution or Agent for the Trustees which is necessary or appropriate in the opinion of the Trustees or the Institution or the Agent for the Trustees for the administration of the Trust Property.
- 8.10 This Agreement shall be appended to and form part of every account operation agreement entered into with an Institution including without limitation the Trust Capital Account, the Trust Revenue Account, the Trust Expense Account and the Investment Management Agreement.

ARTICLE 9: POWERS OF TRUSTEES

- 9.1 In addition to such other powers of the Trustees as are set out in this Agreement and subject to the restrictions elsewhere contained in this Trust Agreement or in any subsisting Investment Management Agreement, 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 intent 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; and

- (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 or others 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 subparagraph or authorized by the corporate legislation governing such company or corporation;

- (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 Band Member, or a Band Corporation at the expense of the Beneficiary;
- (vii) to substitute any other Institution for the current Institution upon reasonable written notice to the current Institution subject to the requirement that the Trustees shall maintain the Trust Capital Account, Trust Revenue Account, and Trust Expense Account at the same Institution; and
- (viii) to retain an Investment Manager and to delegate to an Investment Manager by way of an Investment Management Agreement such powers of investment as the Trustees have pursuant to this Trust Agreement.

9.2 In addition to such other duties of the Trustees as are set out in this Agreement and subject to the restrictions elsewhere contained, the Trustees shall:

- (a) establish the Trust Capital Account, the Trust Revenue Account and the Trust Expense Account with the Institution and, subject to Article 8, make such arrangements governing banking procedures as they may from time to time deem advisable including, if they so desire, the delegation of authority to sign cheques and withdraw monies from the Trust Revenue Account and the Trust Expense Account to no less than three (3) of the Trustees for the purposes permitted by this Agreement, provided that such delegation shall be in writing signed by at least four (4) of the Trustees voting on the delegation at a Trustee meeting;
- (b) 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;
- (c) to maintain the Trust Register and to make access to the Trust Register available to the Council and Band Members on request;
- (d) to maintain complete records of all transactions through the Trust Capital Account, the Trust Revenue Account and the Trust Expense Account;
- (e) to maintain complete records with respect to each parcel of Treaty Reserve Land and Trust Land;
- (f) to execute all documents required by the Institution, the Agent for the Trustees, and the Investment Manager for the better administration of the Trust Property; and

- (g) to sell Treaty Reserve Land or Trust Land subject to, inter alia, the condition that it only be sold for current fair market value, provided that, a transfer of Treaty Reserve Land shall not constitute a sale within the meaning of this article; and
- (h) to re-designate Trust Land as Treaty Reserve Land, subject to the provisions of Article 5.6(1).

ARTICLE 10: APPOINTMENT OF INAUGURAL TRUSTEES

- 10.1 The First Nation hereby appoints each of the persons listed in Appendix "H" to act as an inaugural Trustee (each person being qualified to serve as a Trustee) subject to the terms and conditions of this Agreement and all obligations of a Trustee whether at common law or statutory, and the Trustees each accept the appointment as a Trustee and accept the duties and obligations as Trustee contained herein, and agree to observe and carry them out according to the terms and conditions of this Agreement.
- 10.2 The inaugural Trustees shall serve temporarily until an election is conducted pursuant to Article 11 hereto and notwithstanding Article 10.1, the powers, rights, privileges and duties of inaugural Trustees are restricted to the following:
- (a) establish the Trust Capital Account, Trust Revenue Account, and Trust Expense Account at the Institution;
 - (b) negotiate and contract for an Agent for the Trustees and an Investment Manager and, through an Investment Management Agreement, cause the Net Federal Payment to be invested as soon as possible;

- (c) prepare employment contracts, job descriptions, fix salary and benefits, advertise for and retain a Trust Officer and Trust Secretary;
- (d) rent office space from the First Nation and generally establish and equip the office of the Trust within Roseau River Indian Reserve No. 2;
- (e) within the limits of Article 6, borrow such money as may be necessary to pay the Trust's proper expenses for the initial partial year of operation; and
- (f) notwithstanding Article 13.1(b), select from among themselves at their first meeting an interim chairman.

10.3 Within six months from the date of the signing of this Trust Agreement, the inaugural Trustees shall establish the procedure for and call an election of a full term Board of Trustees, which shall be substantially in accordance with the procedure followed by the First Nation for the election of its Council as that procedure may from time to time exist and such procedure may provide for staggered terms of office, shall be fully written and included in the Trust Register.

10.4 The inaugural Trustees cease to hold office upon the election of a full term Board of Trustees.

ARTICLE 11: ELECTION AND TERM OF OFFICE OF TRUSTEES

11.1 To be eligible to serve as a Trustee, a person must

- (a) be over the age of 18 years as of the date of his or her election;
- (b) be a Band Member as of the date of his or her election;

- (c) not be bankrupt as of the date of his or her election;
- (d) never have been convicted of an offence or found liable for theft, fraud, breach of trust or any offence involving the misappropriation or conversion of property or the exercise of his or her responsibilities as a Trustee if having served before; or
- (d) not have been declared by a court to be mentally incompetent.

11.2 Each Trustee other than the inaugural Trustees shall serve a term of four years.

11.3 Except for the period pending the filling of a vacancy, there shall be at all times five Trustees in office all of which shall be elected by the Eligible Members from the membership at large.

11.4 All Trustees, before accepting their appointment as Trustee and as a qualification to act as a Trustee hereunder, shall:

- (a) obtain and at all times maintain in favour of the First Nation, a fidelity bond, at the expense of the Trust, from a company acceptable to the First Nation in the penal sum of \$1,000,000.00 for the due and faithful performance of the Trustees' obligations under this Agreement provided that the Council in its discretion may by Resolution duly passed waive this requirement and qualification in respect of any particular Trustee; and
- (b) sign a consent to a release by the Royal Canadian Mounted Police to the Trustees of a criminal record check.

ARTICLE 12: REPLACEMENT OF TRUSTEES

12.1 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 or found liable for theft, fraud, breach of trust or any offence involving the Trust Property or the exercise of his or her responsibilities as a Trustee;
- (d) is declared by a court to be mentally incompetent;
- (e) is required to resign by a resolution of the Trustees signed by no less than four other 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 15.1(a) or 15.1(b), or votes on any resolution contrary to Article 15.3 of this Trust Agreement;
- (h) ceases to reside on a Reserve of the Band, but only if a majority of the other Trustees vote to terminate his or her term for that reason;
- (i) is elected to the Council;
- (j) resigns by delivery of a notice in writing to the other Trustees indicating an effective resignation date of no less than 14 days next following delivery; or

- (k) fails to obtain the fidelity bond referred to in Article 11.3(a) within 30 days of assuming office where the Council does not relieve the Trustee of that obligation.

12.2 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 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 12.1.

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

ARTICLE 13: CONDUCT OF MEETINGS

13.1 The conduct of all meetings of Trustees shall be governed by such rules as may be made by the Trustees from time to time, subject to the following:

- (a) meetings of the Trustees shall be held at such place or places within the Band's Reserves as the Chairman of the Board of Trustees may determine provided that the Trustees must meet at least twice a year and at least once in January;
- (b) at the January meeting held in each calendar year the Trustees shall select a Chairman from among themselves, who shall serve as Chairman for that year;

- (c) all Trustees shall be given fourteen days advance written notice of the place, date and time of every meeting, unless all Trustees agree in writing to shorter notice and, with respect to meetings of the Trustees open to Band Members, fourteen days notice shall be posted in the office of administration of the Trust and the office of the Council;
- (d) the quorum for duly convened meetings of Trustees shall be four Trustees;
- (e) all certificates, decisions and actions of the Trustees shall require the concurrence of a majority of the Trustees, that is to say, three (3) Trustees;
- (f) 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;
- (g) all Trustees shall maintain notice of a current residence address at the place of administration of the Trust and notice to that address by ordinary prepaid post shall be good and sufficient notice for all purposes of this Agreement;
- (h) 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 and such minutes shall be kept in the Trust Register; and
- (i) meetings of the Trustees can be open or closed to Band 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 Band Members, the

first of which shall be held in the month of April at which meeting the Trustees shall table and discuss the annual consolidated trust audit for the previous year and shall present the budget and the workplan for the Trust for the current Year.

ARTICLE 14: AUDIT AND REPORTING REQUIREMENTS

- 14.1 The Trustees shall appoint an auditor who is not related to or otherwise contracted by a Trustee 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 Revenue Account in accordance with generally accepted accounting principles consistently applied, and the auditor so appointed shall also certify that all expenditures in all three accounts were properly documented and authorized in accordance with the requirements of this Trust Agreement.
- 14.2 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 90 days of the end of each Year.
- 14.3 The auditor shall include in the annual consolidated trust audit a separate report with respect to each parcel of Treaty Reserve Land and Trust Land setting out such information as may be required to illustrate whether the acquisition of that parcel has or has not produced an annual financial benefit for the Band at least as great as to cover its annualized cost of acquisition and maintenance.

14.4 The Trustees shall provide the Beneficiary by delivery to the Council with:

- (a) a certified copy of the minutes of each meeting of the Trustees;
- (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; and
- (c) a copy of the annual consolidated Trust audit.

14.5 The Trustees or at least the Chairman and two (2) other Trustees shall attend meetings of the Band 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 but the Trustees are prohibited from calling a meeting of the Trustees at the same time and in the same location as a meeting of the Council.

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

ARTICLE 15: CONFLICT OF INTEREST

15.1 A Trustee who:

- (a) is a party or is related by blood or 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 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.

15.2 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.

15.3 A Trustee described in Article 15.1 who discloses in accordance with Article 15.2 may vote on any resolution to approve the contract.

15.4 For purposes of this paragraph a general notice to the Trustees by a Trustee declaring his or her interest in a material contract as provided for in Article 15.1 is a sufficient declaration of interest in relation to any contract so made.

15.5 A material contract involving this Agreement between the Trustees and one 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 the Beneficiary at the time it was approved.

ARTICLE 16: FURTHER ASSURANCES

16. 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 such procedures as are in force at law from time to time.

ARTICLE 17: VARIATION:

17.1 Subject to paragraph 2.7, 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 Band Members.

17.2 Such ratification shall be conducted according to the procedures set out in the Indian Referendum Regulations, C.R.C. 1978, c.957, as amended from time to time, provided that:

- (a) all Eligible Band Members shall be entitled to vote in such ratification; and
- (b) any reference in the said Regulation to "majority" shall be amended to read a reference to "two thirds majority".

ARTICLE 18: NOTICE

18.1 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) to the Trustees in care of the current address of each Trustee as recorded pursuant to subparagraph 13.1(g).
- (b) to the Council at the following address:
Roseau River Anishinaabe First Nation
P.O. Box 30
Ginew, Manitoba
R0A 2R0; and
- (c) the Institution, to the address of the branch at which is located the Trust Capital Account.

18.2 Any notice or communication shall be sufficient if delivered personally, or if delivered by ordinary 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, mail shall not be used.

ARTICLE 19: LIMITED LIABILITY

19.1 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 their 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.

19.2 Without limiting the generality of Article 19.1 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 20: BAND MEETINGS

20.1 Wherever this Agreement calls for a meeting of the Band Members,:

- (a) the Trustees shall give thirty (30) days advance written notice of the place, date and time of the meeting and shall fully disclose the purpose of the meeting;
- (b) such notice shall be posted and displayed clearly both inside and outside the Council Office and the place of administration of the Trust throughout the notice period; and
- (c) the conduct of such general meetings and any vote which may be required to be taken at such meeting (other than a vote as required in Articles 7.1 and 17) Trustees referred to in the Notice and by made available upon request by any Eligible Member.

ARTICLE 21: MISCELLANEOUS PROVISIONS

21.1 This Agreement shall in all respects be construed under and regulated by the laws of Canada, and the parties agree that at all times the principal place of administration of the Trust created by this Agreement shall be either Roseau River Indian Reserve No. 2 in the Province of Manitoba.

- 21.2 The term of this Agreement shall commence on the date of execution of this Agreement and shall terminate December 31, 2094 on which date the Trust Property shall be transferred to the Beneficiary.
- 21.3 The trust created by this Agreement shall be known as the "Roseau River Anishinaabe First Nation Trust".
- 21.4 The First Nation hereby nominates and appoints the Council to do all things, make all decisions and receive and lend all monies on behalf of the Beneficiary as called for by this Agreement.
- 21.5 With the exception of the payment of Surplus Annual Income to the Beneficiary pursuant to Article 5.3(e) hereof, the Trustees shall not release Annual Income payable to the Beneficiary except upon receipt of a contribution to the Trust Capital Account from the Beneficiary in like amount.
- 21.6 The Trustees hereby agree to enter into an account operation agreement with the Institution which will contain at least the account management provisions of Article 9, provided that this Trust Agreement shall be attached to any account operation agreement at the Institution as a schedule for identification purposes.
- 21.7 In the event the Band or the Council receives a distribution or pay out of Trust Property, during the term of this Trust or upon expiration of same, no such distribution or pay out, nor any portion thereof shall be used either directly or indirectly for a per capita distribution to any Band Member or any other person.

21.7 The following appendices form part of this Agreement:

- "A" Certificate of Trustees regarding acquisition of Treaty Reserve Land/Trust Land
- "B" Band Council Resolution Consenting to the Acquisition of Treaty Reserve Land
- "C" Band Council Resolution Refusing to Consent to the Acquisition of Treaty Reserve Land
- "D" Tariff of Trustees' Honouraria and Disbursements
- "E" Certificate of Agent for the Trustees Regarding Investments
- "F" Certificate of Agent for the Trustees Regarding Expenditures
- "G" Certificate of the Agent for the Trustees Regarding Expenses
- "H" List of Inaugural Trustees

ARTICLE 22: RELEASES FROM TRUSTEES

22.1 The Trustees agree that the Trustees shall at not time make any claim against Canada with respect to:

- (a) any and all claims for or in respect of expenses incurred by the First Nation or the Trustees:

- (i) associated with the identification of any lands the First Nation desires Canada to set apart as Reserve and the approval of the acquisition of same by the Band, the Band Members, the Council, the Custom Council or the Trustees; and
 - (ii) in relation to or arising out of the acquisition of any lands the First Nation desires Canada to set apart as Reserve 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
 - (iii) associated with removing, discharging, or accommodating Third Party Interests; and
- (b) any claim and all claims of whatever kind or nature whatsoever, known or unknown, in the event the Net Federal Payment does not provide the First Nation or the Trustees with sufficient funds to acquire 16,218 acres of land and for the other attendant purposes herein including, without limitation, payment of all costs associated with acquiring such an amount of land and removing, discharging, or accommodating any Third Party Interests; and
- (c) any claim and all claims of whatever kind or nature whatsoever, known or unknown, in respect of any losses, damages, or expenses of any kind or nature (direct or indirect) howsoever incurred by the Band or the Trustees as a result of or in any way arising from any delay or failure by Canada to set a particular parcel of land apart as Reserve for the use and benefit of the Band either within any certain period of time or at all; and

- (d) any claim and all claims of whatever kind or nature whatsoever, known or unknown in the event the Band or the Trustees desire to acquire land under the administration and control of Canada but Canada declines to make such land available to the First Nation or Canada agrees to make such land available but the First Nation or the Trustees and Canada cannot or do not agree on the fair market value of such lands

and the Band hereby irrevocably instructs the Trustees that no such claims are to be brought by the Trustees.


22.2 The Band and the Trustees hereby acknowledge and agree that, upon making payment of the Net Federal Payment into the Trust Capital Account, Canada is relieved and released of and from, inter alia, any and all obligations or liability, whether fiduciary or otherwise, and any claim and all claims of whatever kind or nature whatsoever, known or unknown relating to or arising from:


- (a) the deposit, use, management, or administration of, or any other dealing with respect to the Net Federal Payment pursuant to the Trust Agreement; and
- (b) the use, management, administration, or operation of or any other dealing with respect to the Trust Capital Account; and
- (c) any and all actions, inactions, feaisance, malfeasance, or negligence of the Trustees, including, without limitation, a breach by the Trustees of any or all of their obligations under the Trust Agreement (including their primary duty as described in Article 3.3(a) of the Settlement Agreement).


IN WITNESS WHEREOF the parties hereto have executed this Agreement
at Roseau River Indian Reserve No. 2 this 14th day of March
, 1996.


ROSEAU RIVER INDIAN BAND as represented by the duly elected and
incumbent Chief and Council of the Roseau River Anishinaabe First
Nation.

Oleese J. Nelson  *Paul Alk*
Chief Witness

Dorell H. H.  *Paul Alk*
Councillor Witness

Suzene Littlejohn  *Paul Alk*
Councillor Witness

Charles Wilson  *Paul Alk*
Councillor Witness

Marilyn L.  *Paul Alk*
Councillor Witness

Councillor

Witness

THE TRUSTEES

Rose Hayden
Trustee:

Patsy helo
Witness

John Nelson
Trustee:

Patsy helo
Witness

[Signature]
Trustee:

Patsy helo
Witness

Shane Robinson
Trustee:

Patsy helo
Witness

Elizabeth Hayden
Trustee:

Patsy helo
Witness

The execution of this Trust Agreement by the Chief and Council on behalf of the Roseau River Indian Band has been authorized by the Custom Council in accordance with a resolution passed at a duly convened meeting held the 19th day of March, 1996.

[Signature]
Chairman of the
Custom Council

[Signature]
Witness

APPENDIX " A "

**CERTIFICATE OF TRUSTEES REGARDING
ACQUISITION OF TREATY RESERVE LAND/TRUST LAND**

TO: The Council

REFERENCE is made to Article 5.6(e) of the Agreement.

PURSUANT TO Article 5.6(e), this is to certify that the acquisition of the within described Treaty Reserve Land or Trust Land in the opinion of the Trustees 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 parcel of land as (choose one) Treaty Reserve Land or Trust Land.

Dated this _____ day of _____, 19__.

The Trustees:

Trustee:

Trustee

Trustee:

Trustee

Trustee:

APPENDIX " B "

**BAND COUNCIL RESOLUTION CONSENTING TO THE
ACQUISITION OF TREATY RESERVE LAND/TRUST LAND**

TO: The Trustees

REFERENCE is made to Article 5.6(f) of the Agreement.

WHEREAS the Trustees have certified that the acquisition of the following parcel of land would benefit the First Nation and be in its best interests;

(set out description using attachments if necessary)

THE COUNCIL HEREBY RESOLVES AS FOLLOWS:

BE IT RESOLVED THAT THE COUNCIL WITH THE APPROVAL OF CUSTOM COUNCIL DOES HEREBY CONSENT TO THE ACQUISITION OF THE ABOVE PARCEL OF LAND AS (CHOOSE ONE) TREATY RESERVE LAND OR TRUST LAND.

Dated this _____ day of _____, 19__.

The Council:

Chief

Councillor

Councillor

Councillor

Councillor

Councillor

APPENDIX " C "

**BAND COUNCIL RESOLUTION REFUSING TO CONSENT
TO THE ACQUISITION OF TREATY RESERVE LAND/TRUST LAND**

TO: The Trustees

REFERENCE is made to Paragraph 5.6(f) of the Agreement.

WHEREAS the Trustees have certified that the acquisition of the following parcel of land would benefit the First Nation and be in its best interests;

(set out description using attachments if necessary)

THE COUNCIL HEREBY RESOLVES AS FOLLOWS:

BE IT RESOLVED THAT THE COUNCIL WITH THE APPROVAL OF CUSTOM COUNCIL DOES HEREBY REFUSE TO CONSENT TO THE ACQUISITION OF THE ABOVE PARCEL AS (CHOOSE ONE) TREATY RESERVE LAND OR TRUST LAND FOR THE FOLLOWING REASONS:

(use attachment if necessary)

Dated this _____ day of _____, 19__.

The Council:

Chief

Councillor

Councillor

Councillor

Councillor

Councillor

APPENDIX " D "

TARIFF OF TRUSTEES' HONOURARIA AND DISBURSEMENTS

1. Each Trustee shall be entitled to receive a total of \$10,000 per annum to be paid in the following amounts, at the following times and in accordance with the following conditions:
 - (a) \$2,500.00 on January 1;
 - (b) \$2,500.00 on July 1;
 - (c) \$416.66 on the last day of every month subject to the Trustee having been in attendance at all duly convened Trustee Meetings called in that month.
2. The Trustees shall be entitled to be compensated for reasonable expenses incurred in the discharge of their duties at the following rates:
 - (a) Automobile mileage: \$ 0.21 per kilometre
 - (b) Meals:
 - (i) Breakfast: \$ 6.00
 - (ii) Lunch: \$ 8.00
 - (iii) Supper: \$ 11.00
 - (c) Other reasonable expenses where supported by receipts and approved at a meeting of the Trustees.
 - (d) Travel other than by automobile - actual economy fare
 - (e) Hotel - actual cost
3. Except for expenses listed in 2(a) and (b), no expenses shall be reimbursed unless permitted by this Tariff and supported by receipts.

APPENDIX " E "

ROSEAU RIVER FIRST NATION TRUST
CERTIFICATE OF AGENT FOR THE TRUSTEES REGARDING INVESTMENTS

REFERENCE is made to Article 7.2 of the Agreement.

PURSUANT TO Article 7.2 this is to certify that the following investment/s is/are an Authorized Investment within the meaning of the Roseau River Anishinaabe First Nation Trust.

Description of Investment:

Dated this ____ day of _____, 19__ .

Agent for the Trustees
Per:

The original of this Certificate is to be delivered to the Institution and a duplicate original to the Trustees.

APPENDIX " F "

ROSEAU RIVER FIRST NATION TRUST
CERTIFICATE OF AGENT FOR THE TRUSTEES REGARDING
REVENUE ACCOUNT WITHDRAWALS AND EXPENDITURES

REFERENCE is made to Article 7.3 of the Trust Agreement.

PURSUANT TO Article 7.3 and subject to Article 8.7, this is to certify that the following expenditure/s is/are an authorized expenditure/s within the meaning of the Roseau River Anishinaabe First Nation Trust and that all certificates of the Trustees and of the Council required by the Trust Agreement have been duly authorized and executed, true copies of which are attached hereto.

Dated this _____ day of _____, 19____ .

Agent for the Trustees
Per:

The original of this Certificate is to be delivered to the Institution and a duplicate original to the Trustees.

APPENDIX " G "

ROSEAU RIVER FIRST NATION TRUST
CERTIFICATE OF THE AGENT FOR THE TRUSTEES REGARDING
TRANSFERS FOR EXPENSES

REFERENCE is made to Article 7.4 of the Trust Agreement.

PURSUANT TO Article 7.4 this is to certify that the transfer of \$_____ from the Trust Revenue Account to the Trust Expense Account by cheque no. _____ dated _____, 19__ is for an amount which, in combination with all other amounts previously transferred for the same purpose in this fiscal year, is within the limit imposed for Trust expenses for the year by Articles 6.1 and 6.2, whichever is the lesser, and that the Trust Capital Account has previously been credited with the payment referred to in Article 5.3(b) of the Trust Agreement.

Dated this _____ day of _____, 19__ .

Agent for the Trustees
Per:

The original of this certificate is to be delivered to the Institution and a duplicate original to the Trustees.

APPENDIX " H "

INAUGURAL TRUSTEES

REFERENCE is made to Article 10.1 of the Trust Agreement.

PURSUANT TO Article 10.1 the inaugural Trustees are as follows:

| | |
|---------|------------------------|
| Trustee | Elizabeth Hayden |
| Trustee | Rose Hayden |
| Trustee | Shane Robinson |
| Trustee | John Oliver Nelson Jr. |
| Trustee | Carl Roberts |

**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

MARCH, 1996

THIS AGREEMENT made this day of March , A.D. 1996.

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, 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:

...

and for the use of the Indians of whom Na-sha-ke-penais, Na-na-wa-nan, Ke-we-tayash, and Wa-ko-wush are the Chiefs, so much land on the Roseau River as will furnish one hundred and sixty acres for each family of five, or in that proportion for larger or smaller families, beginning at the mouth of the river ... 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 land allotted to the Indians."

(which provision is hereinafter referred to as "the Per Capita Provision");

AND WHEREAS the Per Capita Provision made singular provision for the Indians of whom Na-na-wa-nan, Ke-we-tayash, and Wa-ko-wush were the Chiefs and for the Indians of whom Na-sha-ke-penais was the Chief;

AND WHEREAS the Roseau River Indian Band (hereinafter referred to as "the First Nation") is the successor to the followers of Na-na-wa-nan, Ke-we-tayash, and Wa-ko-wush who resided in Canada or British North America as at September 4, 1871 and who were sometimes referred to as "the Pembina Band";

AND WHEREAS Canada and Manitoba agree that the First Nation has an unfulfilled land entitlement pursuant to the Per Capita Provision by reason of a shortfall in the counting of the population of First Nation at the time that reserves were set aside for it;

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 and Manitoba desire to fully and finally settle any and all obligations of Canada to the First Nation under and arising out of the Per Capita Provision and any and all other claims of any kind or nature whatsoever of the First Nation, whether known or unknown, relating thereto;

AND WHEREAS Canada and the First Nation have negotiated an agreement with respect to achieving a full and final settlement of such obligations and claims (which agreement is hereinafter referred to as "the Settlement Agreement");

AND WHEREAS Canada and Manitoba desire to fulfil their respective obligations so as to enable Canada to satisfy its obligations to the First Nation under the Per Capita Provision and to enable Manitoba to satisfy its obligations to Canada in that regard under paragraph 11 of the Manitoba Schedule;

NOW THEREFORE, Canada and Manitoba agree as follows:

1. Manitoba recognises that Canada and the First Nation have negotiated the Settlement Agreement with the intent and purpose of achieving a full and final settlement of any and all obligations of Canada to the First Nation under and arising out of the Per Capita Provision and any and all other claims of any kind or nature whatsoever of the First Nation, whether known or unknown relating thereto, (a copy of which agreement Manitoba acknowledges receipt of).
2. Manitoba further recognises and agrees that there is minimal unoccupied provincial Crown land in the area in and around the existing reserves 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 Manitoba Schedule and of Canada's undertaking and obligations to the First Nation under the Per Capita Provision (and any and all claims arising therefrom) can only reasonably be addressed by providing the First Nation with funds to acquire the land to which it is entitled under the Per Capita Provision (to the extent provided for in the Settlement Agreement).
3. Manitoba further recognises and agrees that with the funds so provided, the First Nation will be acquiring at least 5,861 acres of land and that Canada has undertaken (subject to the conditions set out in the Settlement Agreement) to set up to 16,218 acres (but, in any event not less than 5,861 acres) of land apart as reserve for the use and benefit of the First Nation.

4. Notwithstanding Article 2, the parties recognise that the First Nation or its agents may wish to acquire unoccupied or occupied Crown lands which are under the administration and control of Manitoba and in the event Manitoba should agree to transfer administration and control of such lands to Canada for that purpose it is understood and agreed that:
 - (a) the First Nation (or its agents) will be required to purchase such land from Manitoba at such price as the First Nation and Manitoba may agree; and
 - (b) Canada will not be seeking the transfer of such lands from Manitoba for and on behalf of the First Nation under paragraph 11 of the Manitoba Schedule; but
 - (c) the transfer of administration and control of such lands by Manitoba to Canada shall in no way release (in whole or in part) Manitoba from any or all of its obligations to Canada under paragraph 11 of Manitoba Schedule as it relates to the fulfilment of Canada's undertaking and obligations to the First Nation under the Per Capita Provision, and any claims arising therefrom.
5. 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.
6. 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, which 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 pursuant to the Protocol.

7. The parties agree that the First Nation may have the benefit of the resolution of any matters which Canada, Manitoba, and the TLE Committee negotiate and agree upon which deal with or are related to the implementation of the provisions in the Settlement Agreement relating to the setting apart of land by Canada as reserve for the use and benefit of the First Nation (which provisions are hereinafter collectively referred to as "the Land Provisions"):
- (a) to the extent the existing policies of Canada and Manitoba which relate to the setting apart of land as reserve for the use and benefit of Indian bands generally are amended or replaced; but
 - (b) subject to:
 - (i) the further agreement of Canada and the First Nation following the conclusion of a final agreement between Canada, Manitoba, the TLE Committee; and
 - (ii) the consent of Manitoba; and
 - (iii) the First Nation undertaking to bear all costs (direct or indirect), if any, thereby incurred by the First Nation, the TLE Committee (or any other agent of the Indian bands whom the TLE Committee represents), Canada, or Manitoba.

8. The parties further agree that:

- (a) until Canada, Manitoba, and the TLE Committee reach a final agreement in their negotiations and in the event such final agreement results in the existing policies of Canada and Manitoba relating to the setting apart of land as reserve for the use and benefit of Indian bands generally are amended or replaced; or
- (b) in the event Canada, Manitoba, and the TLE Committee fail to reach a final agreement; or
- (c) in the event Canada, Manitoba, and the TLE Committee reach a final agreement which does not result in the existing policies of Canada and Manitoba relating to the setting apart of land as reserve for the use and benefit of Indian bands generally being amended or replaced or does not deal with one or more matters relating or necessarily incidental to the Land Provisions; or
- (d) Canada and the First Nation do not agree or Manitoba does not consent to the First Nation having the benefit of the resolution of any matters which Canada, Manitoba, and the TLE Committee may negotiate and agree upon which deal with or are related to the Land Provisions; or
- (e) the First Nation either declines to undertake or, having undertaken, fails to satisfy all costs (direct or indirect), if any, incurred by the First Nation, the TLE Committee (or any other agent of the Indian bands whom the TLE Committee represents), Canada, or Manitoba arising from the

First Nation having the benefit of the resolution of any matters which Canada, Manitoba, and the TLE Committee may negotiate and agree upon which deal with or are related to the Land Provisions

the Land Provisions shall be carried out within the context of the existing policies of Canada and Manitoba relating to the setting apart of land as reserve for the use and benefit of Indian bands generally and, more particularly in the case of Canada (but without limitation), the "Additions to Reserve Policy".

9. Notwithstanding Articles 6 through 8 inclusive, Manitoba agrees that:

- (a) in the event the First Nation purchases lands which are under the administration and control of Manitoba which include all mines and minerals (precious and base) and the royalties derived therefrom and all other interests impliedly reserved to the Crown under The Crown Lands Act, Manitoba will pass the appropriate Order-in-Council transferring administration and control of such lands to Canada, it being understood and agreed that the passage of such Order-in-Council does not oblige Canada in any way to accept the transfer of administration and control of such lands from Manitoba or to set such lands apart as reserve for the use and benefit of the First Nation; and
- (b) in the event Canada at any time advises Manitoba that it intends to set a parcel of land apart as reserve for the use and benefit of the First Nation which is not under the administration and

control of Manitoba, Manitoba will pass the appropriate Order-in-Council transferring administration and control of:

- (i) any residual interest in Manitoba in such lands to Canada; and
- (ii) all unallocated reservations in favour of the Crown under The Crown Lands Act in such lands to Canada (including, without limitation, all interests in mines and minerals, both precious and base, the royalties derived therefrom and all interest in sand and gravel);

at no cost to Canada or the First Nation;

- (c) Manitoba shall take all reasonable steps necessary to ensure that the First Nation is not lawfully required to pay any land transfer fees or taxes in respect of lands which the First Nation acquires (either directly or through an agent) and requests Canada to set apart as reserve for its use and benefit and which lands Canada does ultimately so set apart pursuant to the Settlement Agreement; and
- (d) Manitoba shall take all reasonable steps necessary to assist Canada in setting any lands apart as reserve for the use and benefit of the First Nation pursuant to the Settlement Agreement by providing any necessary or relevant documentation.

10. 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 the First Nation 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 the First Nation 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 the First Nation 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 the First Nation 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; and
 - (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 the First Nation under the Per Capita Provision, and any claims arising therefrom are to be resolved as part of the negotiations under the Protocol.

11. 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 the First Nation under the Per Capita Provision and any claims arising therefrom:

- (a) the parties 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 the First Nation 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

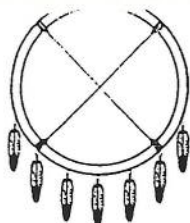


MINISTER OF INDIAN AFFAIRS AND
NORTHERN DEVELOPMENT

HER MAJESTY THE QUEEN IN RIGHT
OF MANITOBA



MINISTER OF NORTHERN AFFAIRS



**ROSEAU RIVER ANISHINABE FIRST
NATION GOVERNMENT**

P.O. Box 30, GINER, Manitoba
R0A 2R0

[204] 427-2312

FAX: [204] 427-2584

COUNCIL RESOLUTION

| |
|--------------------|
| The council of the |
| Agency District |
| Province |
| Place |
| Date |

| |
|-------------------|
| Chronological No. |
| File Reference |

DO HEREBY RESOLVE:

ROSEAU RIVER INDIAN BAND

R E S O L U T I O N

WHEREAS the Eligible Members of the Roseau River Indian Band have ratified a the proposed agreement between Her Majesty the Queen in right of Canada and the Roseau River Indian Band ("the First Nation"), including all Schedules attached thereto, pursuant to which terms for the settlement of any and all obligations of Canada to the First Nation under and arising out of the Per Capita Provision of Treaty No. 1 and any and all other claims of any kind or nature whatsoever of the First Nation, whether known or unknown relating thereto, including, without limitation, claims for Loss of Use and the Treaty Reserve Claim are set out ("the Settlement Agreement");

AND WHEREAS the Eligible Members of the Roseau River Indian Band have further ratified 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");

AND WHEREAS the Eligible Members of the Roseau River Indian Band have authorised the Council of the Roseau River Indian Band ("the Council") to execute the Settlement Agreement, the Trust Agreement, and such other documents as may be necessary to give effect to the Settlement Agreement and the Trust Agreement;

AND WHEREAS the Custom Council of the Roseau River Indian Band has by resolution authorised the Council to execute the Settlement Agreement, the Trust Agreement, and such other documents as may be necessary to give effect to the Settlement Agreement and the Trust Agreement;

AND WHEREAS at a duly convened meeting of the Council held this day, upon motion properly made, seconded, and carried by a majority of those members of the Council present;

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. **THAT** the Council, by and through a quorum, execute the Settlement Agreement, Trust Agreement, and such other documents as may be necessary to give effect to the Settlement Agreement and the Trust Agreement.

2. THAT, pursuant to Article 3.1 of the Settlement Agreement, Canada is hereby irrevocably authorised and directed to pay the Net Federal Payment being the sum of \$12,500,000.00 (subject to any reduction in the Federal Payment, as provided in Article 2.2 of the Settlement Agreement) into the Trust Capital Account, which account has been established at the Assiniboine Credit Union in Winnipeg, Manitoba.
3. THAT, pursuant to Article 6.1(a) of the Settlement Agreement, Canada is hereby irrevocably authorised and directed to set off from the Federal Payment, the sum of \$697,824.00 for the purpose of repaying a loan the First Nation had received from Canada for the purpose of satisfying negotiation, ratification, implementation and legal costs and disbursements incurred by the First Nation and the Trustees and relating to or arising out of this Agreement and the Trust Agreement.
4. THAT, pursuant to Article 6.1(b) of the Settlement Agreement, Canada is hereby irrevocably authorised and directed Canada to make payment of the sum of \$802,176.00 out of the Federal Payment to the First Nation in care of its solicitors Lofchick, Jones in trust for the purpose of satisfying all other costs of whatever kind or nature whatsoever incurred by the First Nation and the Trustees in the negotiation, ratification, and implementation and all legal costs and disbursements relating to or arising out of this Agreement and the Trust Agreement beyond those costs satisfied by means of the loan referred to in Article 6.1(a) of the Settlement Agreement.
5. THAT where Canada, by the provisions of this resolution, is authorised and directed to make payments for and on behalf of the First Nation, the Chief is hereby authorised to provide to Canada such further particulars as may be necessary to give effect to such instructions (including, without limitation, instructions to permit the electronic transfer of funds) and Canada is hereby irrevocably authorised and directed to rely upon such instructions, without recourse by the First Nation.
6. THAT in this resolution, "Council", "Custom Council", "Eligible Members", "Federal Payment", "Loss of Use", "Net Federal Payment", "Per Capita Provision", "Treaty Reserve Claim", "Trustees", and "Trust Capital Account" have the same meanings as those terms are defined in the Settlement Agreement.

PAGE 3
March 14, 1996

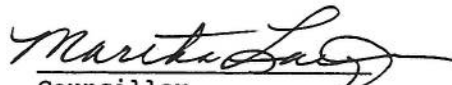
THE FOREGOING MOTION PROPERLY MOVED, SECONDED, AND CARRIED AT A DULY CONVENED MEETING OF THE COUNCIL HELD THIS 14th DAY OF MARCH, 1996 AS EVIDENCED BY OUR SIGNATURES HERETO.


Chief


Councillor


Councillor


Councillor


Councillor

A quorum for the Roseau River Indian Band consists of 3
Council members.

I certify that the foregoing motion was properly passed at a duly convened meeting of the Council of the Roseau River Indian Band held the 14th day of March, 1996.


Chief

**CUSTOM COUNCIL
OF THE
ROSEAU RIVER ANISHINABE FIRST NATION**

RESOLUTION

Custom Council: Roseau River Anishinabe First Nation
Treaty Area: Treaty No. 1
Province: Manitoba
Place: Gineu
Date: March 14, 1996

WHEREAS: the eligible members of the Roseau River Indian Band have ratified a proposed agreement between Her Majesty, the Queen In Right of Canada and the Roseau River Indian Band ("the First Nation"), including all Schedules attached thereto, pursuant to which terms for all matters relating to and arising out of its' claim for land entitlement under the Per Capita Provisions of Treaty No. 1 and any and all other claims of any kind or nature whatsoever of the First Nation, whether known or unknown relating thereto, including, without limitation, claims for Loss of Use and the Treaty Reserve Claim are set out ("the Settlement Agreement");

AND WHEREAS: the eligible members of the Roseau River Indian Band have further ratified 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);

AND WHEREAS: the eligible members of the Roseau River Indian Band have authorized the Council of the Roseau River Indian Band ("the Council") to execute the Settlement Agreement, the Trust Agreement, and such other documents as may be necessary to give effect to the Settlement Agreement and the Trust Agreement;

AND WHEREAS: at a duly convened meeting of the Custom Council held this day, upon motion properly made, seconded, and carried by a majority of those members of the Custom Council present;

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

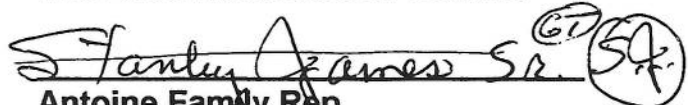
1. THAT the Custom Council of the Roseau river Indian Band has by resolution authorized the Council to execute the Settlement Agreement, the Trust Agreement, and such other documents as may be necessary to give effect to the Settlement Agreement and the Trust Agreement.
2. THAT in this resolution, "Council", "Custom Council", "eligible members", "Loss of Use", "Per Capita Provision", "Treaty Reserve Claim", "Trustees", and "Trust Capital Account" have the same meanings as those terms are defined in the Settlement Agreement.

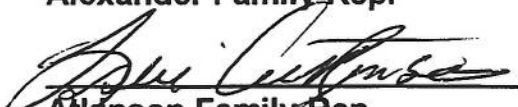
The foregoing motion properly moved, seconded, and carried at a duly convened meeting of the Custom Council held this 19th. Day of March 1996 as evidenced by our signatures hereto:


Chairman/Custom Council



Vice-Chairman/Custom Council


Alexander Family Rep.


Antoine Family Rep.


Atkinson Family Rep.


Chaskey/Nelson Family Rep.


French Family Rep.


Hayden Family Rep.


Henry Family Rep.


James/Accobee Family Rep.


Johnson Family Rep.


Larocque Family Rep.

Littlejohn Family Rep.

Walter Edwards

Nelson/Edwards Family Rep.

Patrick Edwards

Patrick Family Rep.

Pierre Family Rep.

Seenie Family Rep.

Al Smith

Smith Family Rep.

Stanley Tait

Tait Family Rep.

Lynne Martin

Martin Family

Nelson/Martin Family Rep.

Bill Paul

Paul Family Rep.

Robert Roberts

Roberts Family Rep.

Sennie Family Rep.

Joe Thomas

Thomas Family Rep.



CANADA

P.C. 1996-5/458
March 26, 1996

PRIVY COUNCIL • CONSEIL PRIVÉ

(T.B. Rec. 823922)

WHEREAS Canada and the Roseau River Indian Band are parties to Treaty Number 1 dated August 3, 1871;

WHEREAS the Roseau River Indian Band submitted a claim that it did not receive all of the land to which it was entitled under Treaty Number 1 for reserve purposes;

WHEREAS the then 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 with the Roseau River Indian Band and the annexed Agreement with the Province of Manitoba;

WHEREAS the Roseau River Indian Band, the Minister of Indian Affairs and Northern Development, on behalf of Her Majesty in right of Canada, and the Province of Manitoba 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 November 23, 1995, for the members of the Roseau River Indian Band to consider the Settlement Agreement;

AND WHEREAS a majority of the electors of the Roseau River Indian Band who voted 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, on behalf of Her Majesty in right of Canada, to enter into the annexed Settlement Agreement with the Roseau River Indian Band and the annexed Agreement with the Province of Manitoba.

CERTIFIED TO BE A TRUE COPY - COPIE CERTIFIÉE CONFORME

CLERK OF THE PRIVY COUNCIL - LE GREFFIER DU CONSEIL PRIVÉ



Order in Council

No. 208/ 19

On Matters of State

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 (C.C.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 Roseau River First Nation;
- B. The Roseau River 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 Roseau River First Nation substantially in the form of the attached Schedule "A";

| | |
|--|--------------------|
| Initiating Department/Agency | |
| Department/Agency | Authorized Officer |
| Approved by C.S.C. Finance | |
| Approved as to form by: Name GORDON E. HANNON | |
| Civil Legal Services: or Legislative Counsel | Initials H H |

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 *[Signature]*

IN THE EXECUTIVE COUNCIL CHAMBER, WINNIPEG

Upon consideration of the foregoing report and recommendation Council advises that it be done as recommended.

April 3, 1996

Date

[Signature]
President or Presiding Member

AT GOVERNMENT HOUSE IN THE CITY OF WINNIPEG

Approved and Ordered this 3rd day of April A.D. 1996

[Signature]
Lieutenant Governor

COPY



March 25, 1996

Minister of Indian Affairs
and Northern Development
1100 - 275 Portage Avenue
Winnipeg, Manitoba
R3B 3A3

Dear Minister:

Re: Roseau River Anishinabe First Nation Trust

Please be advised that Assiniboine Credit Union has been named as the financial institution at which the Trust Capital Account, Trust Expense Account, and Trust Revenue Account contemplated by the agreement in writing between the Roseau River Indian Band and the individuals named therein as Trustees ("the Trust Agreement") is to be maintained.

We wish to confirm to you the following:

1. Assiniboine Credit Union is a credit union licensed to carry on business as such under the laws of the Province of Manitoba.
2. Assiniboine Credit Union is in possession of a copy of the Trust Agreement and it is prepared to act in accordance with its terms, insofar as those terms affect Assiniboine Credit Union as the designated financial institution.
3. The Trust Capital Account, Trust Expense Account, and Trust Revenue Account have each been established at Assiniboine Credit Union and the agreements between Assiniboine Credit Union and the Trustees governing the operation of each account is consistent with the provisions of the Trust Agreement.

continued . . . /2

HEAD OFFICE
200 Main Street, P.O. Box 2
Winnipeg, Manitoba R3C 2G1
Telephone: (204) 958-8550
Fax: (204) 942-3549

Minister of Indian Affairs
and Northern Development
March 25, 1996
Page 2

We further wish to advise that the Net Federal Payment contemplated to be advanced by Canada to the Roseau River Band under the provisions of the Settlement Agreement should be sent as follows:

Assiniboine Credit Union
200 Main Street
Winnipeg, Manitoba, R3C 2G1
Bank No. 879, Transit No. 00737, Account No. 000001112523

The account identified above is the Trust Capital Account.

The writer has the authority to provide you with this letter and to bind Assiniboine Credit Union to its contents.

Yours truly,

THE ASSINIBOINE CREDIT UNION LIMITED

A handwritten signature in black ink, appearing to read "R. Feist", is written over the printed name of the General Manager.

RICHARD A. FEIST
GENERAL MANAGER



March 13, 1996

Department of Justice
Manitoba Region
310 Broadway Avenue
Winnipeg, Manitoba

Attention: Thomas Saunders

Dear Sir:

**Re: EFT of Compensation Proceeds Article #2.1
of Roseau River TLE Settlement Agreement**

This is to confirm that the Electronic Funds Transfer of the Federal payment pursuant to article 2.1 if processed is to be cleared through Transit 00737-879 which is the Assiniboine Credit Union Limited, 200 main Street, Winnipeg to the credit of The Roseau River Anishinabe First Nation Trust Account #000001112523.

Trusting this to be satisfactory, we remain

Yours truly,

THE ASSINIBOINE CREDIT UNION LIMITED

A handwritten signature in cursive script, appearing to read "L Lavallee".

LESLEY LAVALLEE
Payment Services Manager

LL/ds

HEAD OFFICE
200 Main Street, P.O. Box 2
Winnipeg, Manitoba R3C 2G1
Telephone: (204) 958-8550
Fax: (204) 942-3549

LOFCHICK, JONES & ASSOCIATES

BARRISTERS & SOLICITORS

RHYS W.M. JONES, B.A. (HONS), LL.B.
MINDY R. LOFCHICK, LL.B.
MARY-JANE BENNETT, B.A., LL.B.
CATHERINE L. DUNN, B.A., LL.B.
ANDREW P. KELLY, LL.B.
MICHAEL J. WILLIAMS, B.A. (ADV) LL.B.
ROWENA R. FISHER, LL.B.

* ALSO OF THE ONTARIO BAR

FILE NO.

March 13, 1996

Department of Justice (Canada)
Manitoba Regional Office
301 - 310 Broadway
Winnipeg, Manitoba
R3C 0S6

92-2251 RJ

Fx: 983-0861

Attention: Thomas A. Saunders

Dear Sir:

Re: Roseau River Treaty Land Entitlement

Pursuant to paragraph 6.1(b) of the Roseau River Treaty Land Entitlement Settlement Agreement, please be advised that you may make such arrangements as are necessary to electronically fund transfer the amount of \$802,176.00 to the Roseau River First Nation care of its solicitors, Lofchick, Jones & Associates in trust by encoding such transfer as follows:

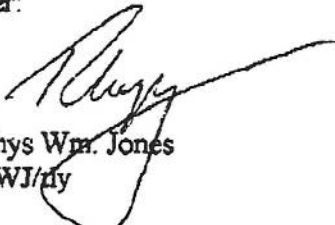
Transit 92197, Bank No. 879, Account No. 100106064603.

We look forward to your confirmation that this is sufficient information to make provision for an electronic fund transfer. Please advise whether you require confirmation from this bank that the EFT coding is correct and that the account is the account of Lofchick, Jones & Associates in trust.

Yours truly,

LOFCHICK, JONES & ASSOCIATES

Per:



Rhys Wm. Jones
RWJ/dy



March 12, 1996

Department of Justice (Canada)
Ste. 301-310 Broadway Avenue
Winnipeg, Manitoba.,
R3C 0S6

Attention: Thomas A. Saunders

This is to confirm that transit #92197-879 account
#100106064603 is the correct electronic fund transfer
coding for the account of Lofchick, Jones & Associates
"in trust" with **THE ASSINIBOINE CREDIT UNION LIMITED**,
233 Kennedy Street, Winnipeg, Mb.

Yours truly,

THE ASSINIBOINE CREDIT UNION LIMITED



R.W.H. (Bob) WRIGHT
BRANCH MANAGER
/dl

MEDICAL ARTS BRANCH
233 Kennedy Street
Winnipeg, Manitoba R3C 3J5
Telephone: (204) 958-8635
Fax: (204) 947-1926

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 Roseau River Indian Band relating to the satisfaction of the entitlement of the Roseau River Indian Band to land under treaty (the "Settlement Agreement")

AND IN THE MATTER OF:

A further Agreement relating thereto, being an agreement between the Roseau River 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, RHYS WILLIAM JONES being entitled to practise law in the Province of Manitoba, 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 Roseau River Indian Band ("the First Nation") with regard to all matters relating to and arising out of its claim for land entitlement Per Capita Provision of Treaty No. 1 and any and all other claims of any kind or nature whatsoever of the First Nation, whether known or unknown relating thereto, including, without limitation, claims for Loss of Use and the Treaty Reserve Claim.
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 First Nation to land pursuant to the Per Capita Provision of Treaty No. 1; and
 - (b) the extinguishment of the alleged claims of the First Nation for Loss of Use, the Treaty Reserve Claim, 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 Net Federal Payment 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; and
- (f) the manner in which my professional fees rendered herein have been calculated and paid and the total amount thereof

to the Chief and Councillors of the First Nation and to the Eligible 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> |
|------------------|-------------------------|--------------------|
| October 15, 1995 | Charter House, Winnipeg | 50 |

3. I have further explained the legal nature and effect of the Trust Agreement to the Initial 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.

For the purposes of this Certificate, "Eligible Members", "Loss of Use Claim", "Net Federal Payment", "Per Capita Provision", "Treaty Reserve Claim", and "Trust Capital Account" have the same meaning as each are defined in the Settlement Agreement and "Initial Trustees" has the same meaning as that term is defined in the Trust Agreement.

DATED at the City of Winnipeg, in Manitoba, this 14th day of March, 1996


RHYS WILLIAM JONES

IN THE MATTER OF:

ANDREW KELLY

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 Roseau River Indian Band relating to the satisfaction of the entitlement of the Roseau River Indian Band to land under treaty (the "Settlement Agreement")

AND IN THE MATTER OF:

A further Agreement relating thereto, being an agreement between the Roseau River 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")

The Co-operative Trust Company of Canada, being a Trust Management Company being financial advisor to the Roseau River Indian Band ("the First Nation"), duly appointed, DO HEREBY CERTIFY THAT:

1. The Co-operative Trust Company of Canada has been retained to advise the First Nation and the Initial Trustees with regard all matters relating to the investment of the Net Federal Payment which is to be paid by Canada to the First Nation under the Settlement Agreement and administered in accordance with the Trust Agreement.
2. The Co-operative Trust Company of Canada will fully and completely provide this advice, as long as retained for that purpose, to the Chief and Councillors of the First Nation and the Initial Trustees and to the Eligible Members of the First Nation and has already provided advice to date at the Information Meetings listed below:

| <u>DATE</u> | <u>LOCATION</u> | <u>NO. PRESENT</u> |
|----------------|---|--------------------|
| March 13, 1996 | Lofchick, Jones & Associates 22 Edmonton Street, Winnipeg MB | 2. |
| March 20, 1996 | Lofchick, Jones & Associates 22 Edmonton Street, Winnipeg MB | 5 |

This Certificate is effective as of the date of execution of the Settlement Agreement.

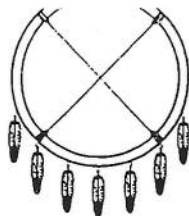
For the purposes of this Certificate, "Eligible Members", "Net Federal Payment" have the same meaning as each are defined in the Settlement Agreement and "Initial Trustees" has the same meaning as that term is defined in the Trust Agreement.

DATED at the City of Winnipeg, in Manitoba, the 30 day of March, 1996.

CO-OPERATIVE TRUST COMPANY OF CANADA

Per: [Signature]

Per: [Signature]



**ROSEAU RIVER ANISHINABE FIRST
NATION GOVERNMENT**

P.O. Box 30, GINEW, Manitoba
R0A 2R0

[204] 427-2312

FAX: [204] 427-2584

COUNCIL RESOLUTION

| | |
|--------------------|--------------------------------------|
| The council of the | ROSEAU RIVER ANISHINABE FIRST NATION |
| Agency District | Ginew |
| Province | Manitoba |
| Place | |
| Date | March 27, 1996 |

| | |
|-------------------|----------------|
| Chronological No. | 501-51-1995-96 |
| File Reference | |

DO HEREBY RESOLVE:

ROSEAU RIVER INDIAN BAND

R E S O L U T I O N

WHEREAS the Eligible Members of the Roseau River Indian Band have ratified a the proposed agreement between Her Majesty the Queen in right of Canada and the Roseau River Indian Band ("the First Nation"), including all Schedules attached thereto, pursuant to which terms for the settlement of any and all obligations of Canada to the First Nation under and arising out of the Per Capita Provision of Treaty No. 1 and any and all other claims of any kind or nature whatsoever of the First Nation, whether known or unknown relating thereto, including, without limitation, claims for Loss of Use and the Treaty Reserve Claim are set out ("the Settlement Agreement");

AND WHEREAS the Eligible Members of the Roseau River Indian Band have authorised the Council of the Roseau River Indian Band ("the Council") to execute the Settlement Agreement and such other documents as may be necessary to give effect to the Settlement Agreement;

AND WHEREAS the Custom Council of the Roseau River Indian Band has by resolution authorised the Council to execute the Settlement Agreement and such other documents as may be necessary to give effect to the Settlement Agreement;

AND WHEREAS at a duly convened meeting of the Council, upon motion properly made, seconded, and carried by a majority of those members of the Council present the Council was authorised, by and through a quorum, to execute the Settlement Agreement and the Council, by and through a quorum, subsequently executed the Settlement Agreement;

a **AND WHEREAS** the Council has been authorized, empowered and directed "execute such documents and take such further necessary measures to carry out and implement the Settlement Agreement;

AND WHEREAS pursuant to Article 12.1 of the Settlement Agreement, the Settlement Agreement does not come into force and is not binding upon the parties thereto until the date upon which the last of the events therein described occur;

AND WHEREAS the Council has been advised that, as of the date of this resolution, one of the events therein described remain outstanding, namely the 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 Roseau River Indian Band under the Per Capita Provision;

AND WHEREAS the Council has been advised that the agreement between Canada and Manitoba hereinbefore referred to will not be executed until at least April 3, 1996, being the first available date on which the Council has been advised that the Lieutenant Governor in Council for Manitoba will consider same;

AND WHEREAS the Council has been advised by Canada that if the Federal Payment is not disbursed by Canada by March 31, 1996, Canada's authority to disburse same will lapse and Canada will have to seek new authority to do so, resulting in delay;

AND WHEREAS the Council has sought and obtained legal advice on its options in the circumstances now present;

AND WHEREAS the Council believes it is in the best interests of the Roseau River Indian Band and the Members of the First Nation to proceed as hereinafter set forth;

AND WHEREAS at a duly convened meeting of the Council held this day, upon motion properly made, seconded, and carried by a majority of those members of the Council present;

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

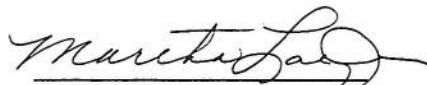
1. THAT the Council, for and on behalf of the Roseau River Indian Band, the Custom Council, the Members of the First Nation, and themselves, hereby irrevocably waives Article 12.1(f) of the Settlement Agreement as a condition precedent to the coming into force of the Settlement Agreement and as a condition precedent to the Settlement Agreement becoming binding on the parties thereto.
2. THAT this waiver does not extend to any other term or condition of the Settlement Agreement except Article 12.1(f).
3. THAT in the event at some future date the agreement between Canada and Manitoba referred in Article 12.1(f) of the Settlement Agreement is executed by the parties thereto, the Settlement Agreement shall be deemed to have come into force in accordance with Article 12 as if this waiver had never been given, notwithstanding that the Settlement Agreement will come into force by virtue of the waiver hereby given.
4. THAT this resolution is passed with the full understanding by the Council that Canada will be relying upon its provisions and, more particularly, the waiver hereinbefore given.


5. THAT in this resolution, "Canada", "Council", "Custom Council", "Eligible Members", "Federal Payment", "Loss of Use", "Manitoba", "Member of the First Nation", "Per Capita Provision", "Treaty Reserve Claim", and "Trust Capital Account" have the same meanings as those terms are defined in the Settlement Agreement.

THE FOREGOING MOTION PROPERLY MOVED, SECONDED, AND CARRIED AT A DULY CONVENED MEETING OF THE COUNCIL HELD THIS 27th DAY OF MARCH, 1996 AS EVIDENCED BY OUR SIGNATURES HERETO.


Chief


Councillor


Councillor


Councillor

Councillor

A quorum for the Roseau River Indian Band consists of 3
Council members.

I certify that the foregoing motion was properly passed at a duly convened meeting of the Council of the Roseau River Indian Band held the 27th day of March, 1996.


Chief

W A I V E R

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 Roseau River Indian Band relating to the satisfaction of the entitlement of the Roseau River Indian Band to land under treaty (the "Settlement Agreement")

TO: HER MAJESTY THE QUEEN
IN RIGHT OF CANADA

AND TO WHOM IT MAKE CONCERN

TAKE NOTICE THAT the Council of the Roseau River Indian Band, for and on behalf of the Roseau River Indian Band, the Custom Council, the Members of the First Nation, and themselves, hereby irrevocably waives Article 12.1(f) of the Settlement Agreement as a condition precedent to the coming into force of the Settlement Agreement and as a condition precedent to the Settlement Agreement becoming binding on the parties thereto.

AND FURTHER TAKE NOTICE THAT this waiver does not extend to any other term or condition of the Settlement Agreement except Article 12.1(f).

AND FURTHER TAKE NOTICE THAT in the event at some future date the agreement between Canada and Manitoba referred in Article 12.1(f) of the Settlement Agreement is executed by the parties thereto, the Settlement Agreement shall be deemed to have come into force in accordance with Article 12 as if this waiver had never been given, notwithstanding that the Settlement Agreement will come into force by virtue of the waiver hereby given.

IN THIS WAIVER, "Custom Council", "Eligible Members", "Federal Payment", and "Member of the First Nation" have the same meanings as those terms are defined in the Settlement Agreement.

IN WITNESS WHEREOF, this Waiver has been signed as of the 27th day of March, 1996.

Oliver J. Nelson
Chief

Loisene Shelly John
Councillor

Charles Belco
Councillor

Maureen Laugel
Councillor

Councillor

W A I V E R

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 Roseau River Indian Band relating to the satisfaction of the entitlement of the Roseau River Indian Band to land under treaty (the "Settlement Agreement")

TO: ROSEAU RIVER INDIAN BAND

AND TO WHOM IT MAKE CONCERN

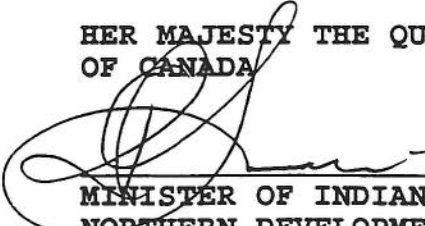
TAKE NOTICE THAT Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development hereby irrevocably waives Article 12.1(f) of the Settlement Agreement as a condition precedent to the coming into force of the Settlement Agreement and as a condition precedent to the Settlement Agreement becoming binding on the parties thereto.

AND FURTHER TAKE NOTICE THAT this waiver does not extend to any other term or condition of the Settlement Agreement except Article 12.1(f).

AND FURTHER TAKE NOTICE THAT in the event at some future date the agreement between Canada and Manitoba referred in Article 12.1(f) of the Settlement Agreement is executed by the parties thereto, the Settlement Agreement shall be deemed to have come into force in accordance with Article 12 as if this waiver had never been given, notwithstanding that the Settlement Agreement will come into force by virtue of the waiver hereby given.

IN WITNESS WHEREOF, this Waiver has been signed as of the 27 day of March, 1996.

HER MAJESTY THE QUEEN IN RIGHT
OF CANADA



MINISTER OF INDIAN AFFAIRS AND
NORTHERN DEVELOPMENT