

**TREATY LAND ENTITLEMENT SETTLEMENT AGREEMENT**

**BETWEEN**

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

**OF THE FIRST PART**

**-AND-**

**THE ST. THERESA POINT  
INDIAN BAND,  
(also known as  
THE ST. THERESA POINT  
FIRST NATION)  
as represented by  
its Chief and Councillors**

**OF THE SECOND PART**

**MARCH 14, 1994**

TABLE OF CONTENTS

Article 1:	Definitions	2
Article 2:	Reserve Lands	6
Article 3:	Settlement Funds	10
Article 4:	Additional Lands	11
Article 5:	Costs	12
Article 6:	Other Costs	13
Article 7:	Release	13
Article 8:	Indemnity	17
Article 9:	Further Assurances	18
Article 10:	Band Council Resolutions	18
Article 11:	Enurement	18
Article 12:	Ratification	19
Article 13:	Conditions Precedent	19
Article 14:	Entire Agreement	21
Article 15:	Presumptions	22
Article 16:	Programs Unaffected	22
Article 17:	No Benefit	22
Schedule A:	Legal Description lands to be set apart as reserve pursuant to Article 2.1	24
Schedule B:	Map of the general area from which land may be selected pursuant to Article 2.2	25
Schedule C:	Third Party Interests affecting Schedule A lands	26
Schedule D:	Canada - Manitoba Agreement	27
	Article 1: Land Quantum	30
	Article 2: Land Transfer	32
	Article 3: Surveys	35
	Article 4: Further Encumbrances	35



(ii)

Article 5:	Release and Indemnity	35
Article 6:	Effective Dates	37
Article 7:	Previous Agreements	37
Article 8:	Incorporation of Appendices	37
Article 9:	No Benefit	37
Appendix A:	Legal Description of Lands to be Transferred	39
Appendix B:	Map of Area from which Lands may be Identified	42
Appendix C:	Third Party Interests	43

**Schedule E: Trust Agreement 44**

Article 1:	Definitions	44. 2
Article 2:	Establishment of Trust	44. 6
Article 3:	Operation of Account	44. 7
Article 4:	Use of Trust Property	44. 8
Article 5:	Disbursement of Trust Property	44.13
Article 6:	Trustees' Powers	44.13
Article 7:	Duties of Trustees	44.14
Article 8:	Number of Trustees and Term of Appointment	44.15
Article 9:	Replacement and Retirement of Trustees	44.17
Article 10:	Conduct of Meetings	44.17
Article 11:	Conflict of Interest	44.18
Article 12:	Liabilities of Trustees	44.20
Article 13:	Amendments	44.21
Article 14:	Ratification	44.21
Article 15:	Miscellaneous Terms	44.21
Appendix A:	Letter from Financial Institution	44.24

<b>Schedule F:</b>	<b>Band Council Resolution</b>	<b>45</b>
<b>Schedule G:</b>	<b>Ratification Procedures</b>	<b>46</b>
Article 1:	Definitions	46
Article 2:	Preliminary Matters	48
Article 3:	Designation and Duties of Ratification Officer	49
Article 4:	Notice of Vote	51
Article 5:	Information Meetings	51
Article 6:	Revisions to List of Voters	52
Article 7:	Ballots	53
Article 8:	Mail In Ballots	53
Article 9:	Advance Polls	55
Article 10:	Voting Hours	56
Article 11:	Voting Procedures	56
Article 12:	Spoiled Ballots	59
Article 13:	Orderly Voting	60
Article 14:	Closing of the Polls	60
Article 15:	Processing Mail In Ballots	60
Article 16:	Certification of Results of Voting	61
Article 17:	Procedural Amendments	63
Article 18:	Objections	63
Article 19:	Minimum Requirements	65
Article 20:	Calculation of Vote	65
Article 21:	Appendices	65
Appendix A:	Ballot Question	66

Appendix B:	Band Council Resolution	67
Appendix C:	Notice of Vote	70
Appendix D:	Declaration of Ratification Officer	75
Appendix E:	Declaration of Witness	76
Appendix F:	Statement of Ratification Vote Results	77
Appendix G:	Certification of Ratification Vote	78
Appendix H:	Certification of Ratification Vote	80
Appendix I:	Appointment of Interpreter	82
Appendix J:	Appointment of Assistant	83
<b>Schedule H:</b>	<b>Asset Division Agreement</b>	<b>84</b>
Article 1:	Division of Reserves	86
Article 2:	Existing Assets	86
Article 3:	Division of Treaty Land Entitlement - Lands	87
Article 4:	Treaty Land Entitlement- Federal Contribution	88
Article 5:	Release	89
Appendix A:	Ministerial Order	92

**TREATY LAND ENTITLEMENT SETTLEMENT AGREEMENT**

**THIS AGREEMENT** made this 14th day of March, A.D. 1994

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA,**  
as represented by  
the Minister of Indian Affairs and Northern Development  
(hereinafter referred to as "Canada")

**OF THE FIRST PART**

**-AND-**

**ST. THERESA POINT INDIAN BAND,**  
(also known as the **ST. THERESA POINT FIRST NATION**)  
as represented by its Chief and Councillors  
(hereinafter referred to as "the First Nation")

**OF THE SECOND PART**

**WHEREAS** Canada entered into a treaty, known as Treaty No. 5, with certain bands of Saulteaux and Swampy Cree Indians on or about September 20th and 24th, 1875;

**AND WHEREAS** the Island Lake Band (which is referred to in this preamble as "the Treaty Band") adhered to Treaty No. 5 on or about August 13, 1909, pursuant to which adhesion, and in consideration of the covenants more particularly therein set forth, Canada agreed to extend the benefits of the said treaty to the Treaty Band;

**AND WHEREAS** on or about July 31, 1969, the Treaty Band split into four bands, of which the First Nation is one and the Garden Hill, Wasagamack and Red Sucker Lake First Nations are the others (all of which are collectively referred to in this preamble as "the Island Lake First Nations");



AND WHEREAS, in the Articles of Treaty No. 5, Canada made certain undertakings including the following:

"And Her Majesty the Queen hereby agrees and undertakes to lay aside reserves for farming lands, due respect being had to lands at present cultivated by the said Indians and other reserves for the benefit of the said Indians, to be administered and dealt with for them by Her Majesty's Government of the Dominion of Canada, provided all such reserves shall not exceed in all one hundred and sixty acres for each family of five, or in that proportion for larger or smaller families ...";

and further pursuant to the said adhesion, Canada made certain undertakings to the Treaty Band, including the following:

"And His Majesty hereby agrees to set apart Reserves of land of like proportionate area to those mentioned in the original Treaty No. 5."

(which provisions of the treaty and of the adhesion are referred to for the purposes of this preamble as "the Land Entitlement Provisions")

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** the Island Lake First Nations assert that there remains an obligation on the part of Canada to establish reserves for their use and benefit, as provided for in the Land Entitlement Provisions;

**AND WHEREAS** Canada and the Province of Manitoba agreed to enter into negotiations with the Island Lake First Nations with a view to resolving their claim for outstanding land entitlement under the Land Entitlement Provisions;

**AND WHEREAS** it is the intent and purpose of this Agreement and of a series of similar agreements being concluded concurrently with the other Island Lake First Nations to achieve a full and final settlement of the matter of the amount of land to be provided to the Island Lake First Nations pursuant to the Land Entitlement Provisions and all other claims relating thereto but not to affect any other treaty rights or other claims which the Island Lake First Nations may have;

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

**ARTICLE 1: DEFINITIONS**

**1.1 In this Agreement:**

- (a) "Canada-Manitoba Agreement" means the concurrent agreement to this Agreement entered into between Canada and Manitoba and which agreement forms Schedule "D" to this Agreement";
- (b) "Council" means the Council of the First Nation as that term is defined in the Indian Act, R.S.C. 1985 c. I-5 and amendments thereto;



- (c) "Crown Reservations" means all reservations normally reserved to Manitoba out of every disposition of provincial Crown land under The Crown Lands Act, R.S.M. 1987 c. C-340 or under any other statute, which interests include but are not limited to:
- (i) in the case of land extending to the shores of any navigable water or inlet thereof:
    - A. a strip of land one and one-half chains (being 99 feet) in width, measured from the ordinary highwater mark; and
    - B. the public right of landing from, and mooring, boats and vessels so far as is reasonably necessary;
  - (ii) in the case of land bordering a body of water:
    - A. the bed of the body of water below the ordinary high water mark; and
    - B. the public right of passage over a portage, road, or trail in existence at the date of the disposition;
  - (iii) sand, gravel, mines and minerals, together with the right to enter, locate, prospect, mine for, and remove minerals;
  - (iv) the right to, and use of, land necessary for the protection and development of adjacent water power; and
  - (v) the right to raise or lower the levels of a body of water adjacent to the land, regardless of the effect upon the land, but subject to the provisions of section 13 of The Crown Lands Act;
- (d) "Federal Contribution" means the funds to be paid by Canada to the First Nation pursuant to the terms of this Agreement;
- (e) "Island Lake First Nations" means the St. Theresa Point, Wasagamack, Garden Hill, and Red Sucker Lake First Nations or, where the context so requires, all of the foregoing bands except the St. Theresa Point First Nation;

- (f) "Loss of Use" means all claims of whatever nature whatsoever the First Nation has had, has now, or may hereafter have relating to or arising from the fact that the Treaty Band, the Island Lake First Nations, and the First Nation did not receive all of the land to which they were entitled under the Land Entitlement Provisions (as that term is defined in Article 7.1) at the date the Treaty Band executed the adhesion to Treaty No. 5 or at any time thereafter;
- (g) "Manitoba" means Her Majesty the Queen in right of Manitoba;
- (h) "Minister" means the Minister of Indian Affairs and Northern Development as defined in the Indian Act, R.S.C. 1985 c. I-5;
- (i) "Parallel Settlement Agreements" means a series of similar agreements entered into concurrently with this Agreement between Canada and each of the Island Lake First Nations other than the St. Theresa Point First Nation;
- (j) "Reserve" means a tract of land, owned by Canada, but set apart for the use and benefit of the First Nation as a reserve as that term is used in the Indian Act, R.S.C. 1985, c. I-5;
- (k) "Third Party Interest" means any right or interest in respect of:
  - (i) the lands legally described in Schedule "A" and in which case are identified in Schedule "C"; or
  - (ii) the lands located within the area identified on the map forming Schedule "B", and in which case such interests include, without limitation, any agreement to purchase, option to purchase, lease, option to lease, easement, permit, or license of any kind or nature whatsoever the holder of which interest is not Canada, Manitoba, or the First Nation;

- (l) "Treaty Band" means the Island Lake Indian Band as same was constituted on August 13, 1909;
- (m) "Trust Account" means the account to be established by the Trustees pursuant to the Trust Agreement;
- (n) "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 "E"; and
- (o) "Trustees" means those persons appointed as such pursuant to the Trust Agreement.

## ARTICLE 2: RESERVE LANDS

- 2.1 Canada agrees to take all necessary steps to set apart those lands legally described in Schedule "A", attached hereto, (being in total 1,574.6 acres, more or less) as reserve, within the meaning of the Indian Act, for the use and benefit of the First Nation, such lands having satisfied the criteria of the "Additions to Reserves Policy" established by Canada, provided all of the following conditions are met:
- (a) all of the events described in clauses (a) through (f) of Article 13.1 first occur;
  - (b) administration and control of such lands is transferred to Canada by Manitoba, inclusive of all Crown Reservations;
  - (c) the Council of the First Nation, the Surveyor General of Canada, and the Director of Surveys (Manitoba) each approve a survey of such lands, which survey is to be conducted and the costs of same borne by Canada;



- (d) the Council issues the Band Council Resolution referred to in Article 10.1;
- (e) the Minister issues third party interest replacement dispositions pursuant to the Indian Act for those third party interests set out in Schedule "C"; and
- (f) the Governor-in-Council passes the appropriate Order-in-Council.

2.2 Canada further agrees to take all necessary steps to set apart a further amount of land to be selected by the First Nation and being not less than 32,838.4 acres, as reserve, within the meaning of the Indian Act, for the use and benefit of the First Nation, provided that:

- (a) all of the events described in clauses (a) through (f) of Article 13.1 first occur;
- (b) such selection shall be made from land located within the area identified on the map forming Schedule "B" attached hereto; and
- (c) all of the following conditions are met with respect to such selection:
  - (i) the setting apart of such lands as reserves satisfies the "Additions to Reserve Policy" established by Canada (or any policy which replaces same), as that policy exists on the date such selection is made;

- (ii) the Council of the First Nation, the Surveyor General of Canada, and the Director of Surveys (Manitoba) each approve a survey of such lands, which survey is to be conducted and the costs of same borne by Canada;
- (iii) administration and control of such lands is transferred to Canada by Manitoba, inclusive of all Crown Reservations;
- (iv) Canada accepts the transfer of administration and control of such lands for the purpose of setting them aside as reserve for the use and benefit of the First Nation;
- (v) such third party interests as may affect such lands are satisfied in a manner acceptable to Canada, Manitoba and the First Nation, it being understood and agreed that in no event shall Canada be responsible or liable for any costs incurred by Manitoba or the First Nation in connection with removing or discharging such third party interests; and
- (vi) the Governor-in-Council passes the appropriate Order-in-Council.

2.3 In the event:

- (a) Manitoba does not transfer administration and control of some or all of the lands referred to in Article 2.1 to Canada; or
- (b) Canada does not set apart as reserve for the use and benefit of the First Nation some or all of the lands referred to in Article 2.1,

the amount of land which the First Nation shall be entitled to select and have set apart as reserve for its use and benefit under Article 2.2 shall be increased by an equivalent number of acres.

- 2.4 The selection of land by the First Nation and the setting apart of same as reserve by Canada under Article 2.2 may take place over a period of time and may be accomplished by the selection of a series of individual parcels. In such case, it is understood and agreed that the provisions of Article 2.2 apply to and must be satisfied in full with respect to each and every such partial selection so made.
- 2.5 Where the First Nation wishes to select land under Article 2.2, it shall deliver to Canada a Band Council Resolution, duly executed by the Council, advising of such intent together with a map on which the land has been clearly identified. Canada undertakes:
- (a) to provide such resolution and map to Manitoba within 14 days of receipt;
  - (b) to consider the land within the context of the "Additions to Reserve Policy" (or such other policy as may replace same) within a reasonable period of time after being advised by Manitoba that it concurs with the selection; and
  - (c) to proceed with due diligence and to use its best efforts to set the land apart as reserve for the use and benefit of the First Nation in the event Canada is thereafter prepared to set the lands apart as reserve for the First Nation, subject to the conditions set out in Article 2.2 being satisfied in full.



- 2.6 In the event Canada fails to satisfy its undertakings set out in Article 2.5, the First Nation may bring an action against Canada for any damages or loss it suffers as a direct result of such failure, provided that the First Nation agrees no such action shall be brought without Canada being first given a reasonable opportunity to remedy such failure.

### **ARTICLE 3: SETTLEMENT FUNDS**

- 3.1 Subject to the events described in Articles (a) through (f) inclusive of Article 13.1 first occurring, Canada shall within 30 days thereafter provide the First Nation with the Federal Contribution of \$2,905,999.50.
- 3.2 The First Nation hereby irrevocably directs Canada that the Federal Contribution shall be paid into the Trust Account.
- 3.3 Canada agrees that in the event the Federal Contribution (or any portion thereof) remains unpaid after the date for payment provided for in Article 3.1 hereof, Canada shall pay simple interest to the First Nation on the said Federal Contribution (or so much as is then and from time to time thereafter outstanding) from such date to and including the date the Federal Contribution is paid in full at a rate equal to the rate of interest being charged by the Bank of Canada as at such date plus 2% per annum.
- 3.4 In the event the First Nation receives a distribution of the Federal Contribution (or any portion thereof) from the Trust Account, the First Nation agrees that no such distribution, nor any portion thereof shall be used either directly or indirectly for a per capita distribution to any member of the First Nation or any other person.

- 3.5 The First Nation agrees that the Federal Contribution in the hands of the Trustees (and any revenue earned thereon) shall be conclusively deemed not to be "Indian monies" within the meaning of the Indian Act and further agrees that Canada has no obligation of any kind or nature relating to the administration of the Federal Contribution once same has been deposited in the Trust Account.

#### ARTICLE 4: ADDITIONAL LANDS

- 4.1 In the event the First Nation receives a distribution from the Trust Account, the First Nation may use some or all of same to purchase additional land to that to be set apart as reserve under Articles 2.1 and 2.2, either from Manitoba, or any third party.
- 4.2 In the event the First Nation purchases additional lands, Canada agrees that, upon the First Nation transferring same to Canada (or Canada otherwise obtaining administration and control of same), Canada will, at the request of the First Nation, set such additional lands apart as reserve, within the meaning of the Indian Act, for the use and benefit of the First Nation, provided all of the following conditions are met:
- (a) all costs of transferring administration and control of such additional lands to Canada shall be borne by the First Nation;
  - (b) such lands, prior to being transferred to Canada, shall be free and clear of all liens, charges, encumbrances, and third party interests, except those as may be placed or remain by or with the consent of Canada and the First Nation and Canada shall not be responsible for any costs incurred in that regard;

- (c) the First Nation shall obtain the consent of Manitoba to the setting apart of such additional lands as reserve, in the event such lands have been purchased by the First Nation from Manitoba;
- (d) the request of the First Nation to set such additional lands apart as reserve shall satisfy the criteria set out in Canada's "Additions to Reserve Policy" as such policy (or any policy replacing same) exists as at the date the request of the First Nation to set such lands apart as reserve is made and the Governor-in-Council passes the appropriate Order-in-Council; and
- (e) unless the parties otherwise agree, the total amount of land set apart for the First Nation as reserve at no time exceeds the acreage obtained when the following calculation is performed:

{CURRENT POPULATION OF THE FIRST NATION AS AT THE DATE OF THIS AGREEMENT}	multiplied by	32 ACRES
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- 4.3 Nothing in Article 4.2 shall in any way limit the First Nation from acquiring additional lands and holding such lands otherwise than as reserve.

#### ARTICLE 5: COSTS

- 5.1 Canada agrees to reimburse the First Nation for negotiation, ratification, implementation and legal costs and disbursements in the sum of \$489,000 as full and final settlement of all costs relating to this Agreement, payment to be made at the time of payment of the Federal Contribution.



- 5.2 The First Nation hereby authorizes and directs Canada to set off from the total amount of the costs determined to be payable under Article 5.1, the sum of \$489,000 being the total of all amounts borrowed by the First Nation from Canada for the purposes of researching, negotiating, preparing, and ratifying this Agreement.

#### ARTICLE 6: OTHER COSTS

- 6.1 Canada further agrees that it will pay all reasonable costs incurred in connection with the environmental screening (as required by the "Additions to Reserve Policy") and surveying of lands which are to be set apart as reserve for the First Nation pursuant to Articles 2.1 and 2.2 of this Agreement, as such expenses are incurred.

#### ARTICLE 7: RELEASE

- 7.1 The parties recognise that Treaty No. 5 provides in part as follows:

"And Her Majesty the Queen hereby agrees and undertakes to lay aside reserves for farming lands, due respect being had to lands at present cultivated by the said Indians and other reserves for the benefit of the said Indians, to be administered and dealt with for them by Her Majesty's Government of the Dominion of Canada, provided all such reserves shall not exceed in all one hundred and sixty acres for each family of five, or in that proportion for larger or smaller families ...";

and the parties further recognise that the adhesion to the said treaty entered into by the Treaty Band provides in part as follows:

"And His Majesty hereby agrees to set apart Reserves of land of like proportionate area to those mentioned in the original Treaty No. 5."

For the purposes of Articles 7.2 through 7.8, inclusive, the provisions of the treaty and of the adhesion set out above shall be collectively referred to as "the Land Entitlement Provisions".

7.2 It is further recognised that this Agreement is one of four similar and concurrent agreements entered into by Canada with each of the Island Lake First Nations. The parties affirm that it is the intent and purpose of this Agreement and of the parallel settlement agreements:

- (a) to achieve a full and final settlement of the claim of the Island Lake First Nations for outstanding land entitlement pursuant to the land entitlement provisions; and
- (b) to achieve a full and final settlement of the matter of the amount of land to have been or to be provided to the Island Lake First Nations pursuant to the Land Entitlement Provisions; and
- (c) to achieve a full and final settlement of any claim for Loss of Use; and
- (d) to fully satisfy all costs, legal fees, travel and expenses expended by the Island Lake First Nations or their representatives in relation thereto,

so as to place the Island Lake First Nations in a similar position to those other signatory and adherent bands to Treaty No. 5 which, at the date of execution of the treaty or adhesion (as the case may have been), or at any time thereafter, received all of the land to which such bands were entitled under the Land Entitlement Provisions.

7.3 In consideration of this Agreement therefore the First Nation does hereby:

- (a) cede, release and surrender to Canada all claims, rights, title and interest it ever had, now has, or may hereafter have by reason of or in any way arising out of the Land Entitlement Provisions; and



- (b) release and forever discharge Canada, Her servants, agents and constituents from all obligations imposed on, and promises and undertakings made by Canada under the Land Entitlement Provisions and waives any rights, actions or causes of actions, claims, demands, damages, costs, expenses, liability and entitlements of whatever nature and kind whether known or unknown which it or any of its members past, present or future, ever had, now have, or may hereafter have against Canada by reason of or in any way arising out of the Land Entitlement Provisions.

7.4 Canada agrees that it shall not rely on the provisions of Article 7.3 in the event Canada has failed, and is continuing to fail in any material way, to comply with its obligations under Articles 2.1, 2.2 or 3.1 and Canada further agrees that the provisions of Article 7.3 shall be ineffective as against any action brought by the First Nation as a result of such failure, to the extent thereof, provided that the First Nation agrees no such action shall be brought without Canada being first given a reasonable opportunity to remedy such failure.

7.5 The parties further agree that this settlement is to be without prejudice to any claims or grievances the First Nation may have regarding Canada's obligations, or the performance or non-performance thereof, under Treaty No. 5 and the adhesion executed by the Treaty Band, other than the matter of the amount of land to have been or to be provided pursuant to the Land Entitlement Provisions to the First Nation (and, under the parallel agreements, to the other Island Lake First Nations) and all other claims relating to or arising out of the Land Entitlement Provisions.



7.6 In particular, but without limiting the generality of Article 7.5, this settlement is without prejudice to:

- (a) any right, claim or action in respect of any improper surrender, alienation, or other disposition by Canada of reserves lands set apart for the use and benefit of the Treaty Band or the First Nation;
- (b) claims in relation to use of traditional lands arising otherwise than out of, by virtue of or in relation to the Land Entitlement Provisions; and
- (c) subject to Article 7.8, the claim by the First Nation that it is entitled to the benefit of a per capita land entitlement of 128 acres per person, as opposed to the per capita entitlement of 32 acres provided for in the Land Entitlement Provisions.

7.7 Nothing in Articles 7.5 or 7.6 constitutes an admission by Canada of the validity of any of the grievances the First Nation alleges it has as therein set out or otherwise.

7.8 In the event the claim of the First Nation described in Article 7.6(c) should be successful, Canada shall be entitled to set off against such liability:

- (a) the amount of land set apart as reserve by Canada for the use and benefit of the Island Lake First Nations prior to the date of this Agreement and which, by virtue of the agreement attached as Schedule "H", will be set apart for the First Nation alone; and
- (b) the amount of land to be set apart by Canada as reserve for the use and benefit of the First Nation under Articles 2.1 and 2.2 (or its value as at the date this agreement comes into force).

**ARTICLE 8: INDEMNITY**

- 8.1 The First Nation agrees that it shall indemnify and forever save harmless Canada from all manner of suits, actions, causes of action, claims, demands, damages, costs or expenses, liability and entitlement, initiated, made or incurred after this Agreement, whether known or unknown against Canada as a result of a decision of a tribunal or court of competent jurisdiction obtained by any person who is eligible to participate in this Agreement, including any liability Canada may suffer as a result of being called upon by Manitoba under the Canada-Manitoba agreement to indemnify Manitoba from a claim of the First Nation or any person who is eligible to participate in this Agreement.
- 8.2 Canada agrees it shall notify the First Nation of any claim which may require the First Nation to indemnify Canada pursuant to Article 8.1 within a reasonable time following the date Canada becomes aware of same.
- 8.3 If Canada should become entitled to indemnification from the First Nation, as provided in Article 8.1 and as a result of a judgment by a court of competent jurisdiction being entered against Canada, the First Nation acknowledges that Canada may resort to section 4(2) of the Indian Act, with respect to section 89 of the Indian Act for the purpose of recovering from the First Nation any judgment against Canada.
- 8.4 Canada agrees that it shall not rely on the provisions of Articles 8.1 or 8.3 in the event Canada has failed, and is continuing to fail in any material way, to comply with its obligations under Articles 2.1, 2.2 or 3.1 to the extent of such failure, provided Canada shall be given a reasonable opportunity to remedy such failure.

**ARTICLE 9: FURTHER ASSURANCES**

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

**ARTICLE 10: BAND COUNCIL RESOLUTIONS**

- 10.1 The First Nation hereby agrees to execute a Band Council Resolution in the form attached hereto as Schedule "F" confirming its consent to the Minister issuing third party interest replacement dispositions pursuant to the Indian Act for those third party interests set out in Schedule "C".
- 10.2 The First Nation hereby agrees to execute such Band Council Resolutions as may, from time to time, be required confirming its consent to the Minister issuing such third party interest replacement dispositions pursuant to the Indian Act as may be satisfactory to Canada, Manitoba and the First Nation and as are necessary or required prior to any lands affected by such third party interests being set apart for its use and benefit pursuant to Article 2.2.

**ARTICLE 11: ENUREMENT**

- 11.1 This Agreement enures to the benefit and is binding upon Her Majesty the Queen in the Right of Canada, Her heirs, successors and permitted assigns and on the First Nation, its heirs, successors and permitted assigns.



## ARTICLE 12: RATIFICATION

12.1 The parties confirm that:

- (a) this Agreement;
- (b) an agreement relating to the division of assets as between the Island Lake First Nations in the form attached hereto as Schedule "H"; and
- (c) the Trust Agreement

have all been ratified by a majority of the First Nation's Members voting and, of those voting, a majority voting in favour in a ratification process held in accordance with the definitions and procedures set out in Schedule "G" attached hereto.

12.2 The parties further confirm that:

- (a) each of the Parallel Settlement Agreements;
- (b) the agreement relating to the division of assets as between the Island Lake First Nations ; and
- (c) a series of Trusts Agreement dealing with the administration of monies to be paid by Canada to the other Island Lake First Nations

have been similarly ratified by the members of the other Island Lake First Nations.

## ARTICLE 13: CONDITIONS PRECEDENT

13.1 This Agreement shall be binding upon the parties hereto upon execution however, Canada and the First Nation hereby acknowledge and agree that the following events are deemed to be conditions precedent to Canada recommending to the Governor in Council to accept and set apart the lands described in Schedule "A" or any lands selected by the First Nation under Article 2.2 as reserves for the use and benefit of the First Nation or to any obligation by Canada to make any payment to the First Nation of the Federal Contribution under Article 3.1:

- (a) execution of the Parallel Settlement Agreements by each of the other Island Lake First Nations; and, where required, passing by each of their respective Councils of a similar Band Council Resolution to that referred to in Article 10.1;
- (b) execution of the Trust Agreement by the First Nation and of similar trust agreements by each of the other Island Lake First Nations;
- (c) execution of the Canada-Manitoba Agreement by both Canada and Manitoba;
- (d) appropriation of sufficient funds from Parliament for the purposes of this Agreement and for the purposes of each of the Parallel Settlement Agreements; and
- (e) provision by the First Nation to Canada of a Certificate of Independent Financial Advice in a form satisfactory to Canada executed by a chartered accountant entitled to practise as such in the Province of Manitoba that such financial advisor has been retained by and has advised the First Nation of its options, rights and obligations in investing the Federal Contribution and in establishing the Trust Agreement; and
- (f) provision by the First Nation to Canada of a Certificate of Independent Legal Advice in a form satisfactory to Canada executed by a lawyer entitled to practise law in the Province of Manitoba that such lawyer has been retained by and has advised the Band of its rights and obligations in negotiating and settling of its claim for land pursuant to the Land Entitlement Provisions, (as that term is defined in Article 7.1) and, without limiting the generality of the foregoing, its rights and obligations under this Agreement.

**ARTICLE 14: ENTIRE AGREEMENT**

14.1 All of the Schedules attached hereto form part of this Agreement, namely:

- "A" Legal Description of the lands to be set apart as reserve pursuant to Article 2.1
- "B" Map of the general area from which land may be selected pursuant to Article 2.2.
- "C" Third Party Interests affecting the lands described in Schedule "A".
- "D" Agreement between Canada and Manitoba.
- "E" Trust Agreement.
- "F" Band Council Resolution authorising granting of third party interests.
- "G" Procedures for ratification of this Agreement.
- "H" Agreement respecting the division of assets as between the Island Lake First Nations.

14.2 This Agreement shall, upon execution, replace and supersede all other agreements between the parties, whether oral or in writing relating to the resolution of the claim of the First Nation for land entitlement pursuant to the Land Entitlement Provisions, as that term is defined in Article 7.1 and, without limiting the generality of the foregoing, this Agreement shall specifically replace and supersede a Memorandum of Understanding executed by the negotiators for Canada, Manitoba, and the Island Lake First Nations on February 17, 1993 and a Statement of Settlement Principles executed by the negotiators for Canada and Manitoba and by the Chiefs of the Island Lake Bands on August 9, 1993.



**ARTICLE 15: 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.


**ARTICLE 16: PROGRAMS UNAFFECTED**

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

**ARTICLE 17: NO BENEFIT**

17.1 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 *14<sup>th</sup>* day of *MARCH*, A.D. 1994, at the Community of *GARDEN HILL*, in the Province of Manitoba.

  
WITNESS

  
MINISTER OF INDIAN AFFAIRS  
AND NORTHERN DEVELOPMENT 

AND FURTHERMORE, IN WITNESS WHEREOF THE ST. THERESA POINT INDIAN BAND, (also known as the "ST. THERESA POINT FIRST NATION") as represented by the Chief and Councillors of the First Nation, for themselves and on behalf of the Indians of the First Nation, and as one of the constituents to the Treaty Band, have executed this Agreement under their respective hands this 14<sup>th</sup> day of MARCH 1994, at the Community of GARDEN HILL, in the Province of Manitoba.

Louis Flett  
WITNESS

Kewon  
CHIEF

Elizabeth Flett  
WITNESS

Ambrose Wood  
COUNCILLOR

And  
WITNESS

David P. McFarrell  
COUNCILLOR

Eliza Wood  
WITNESS

Manas  
COUNCILLOR

Thelma Caron  
WITNESS

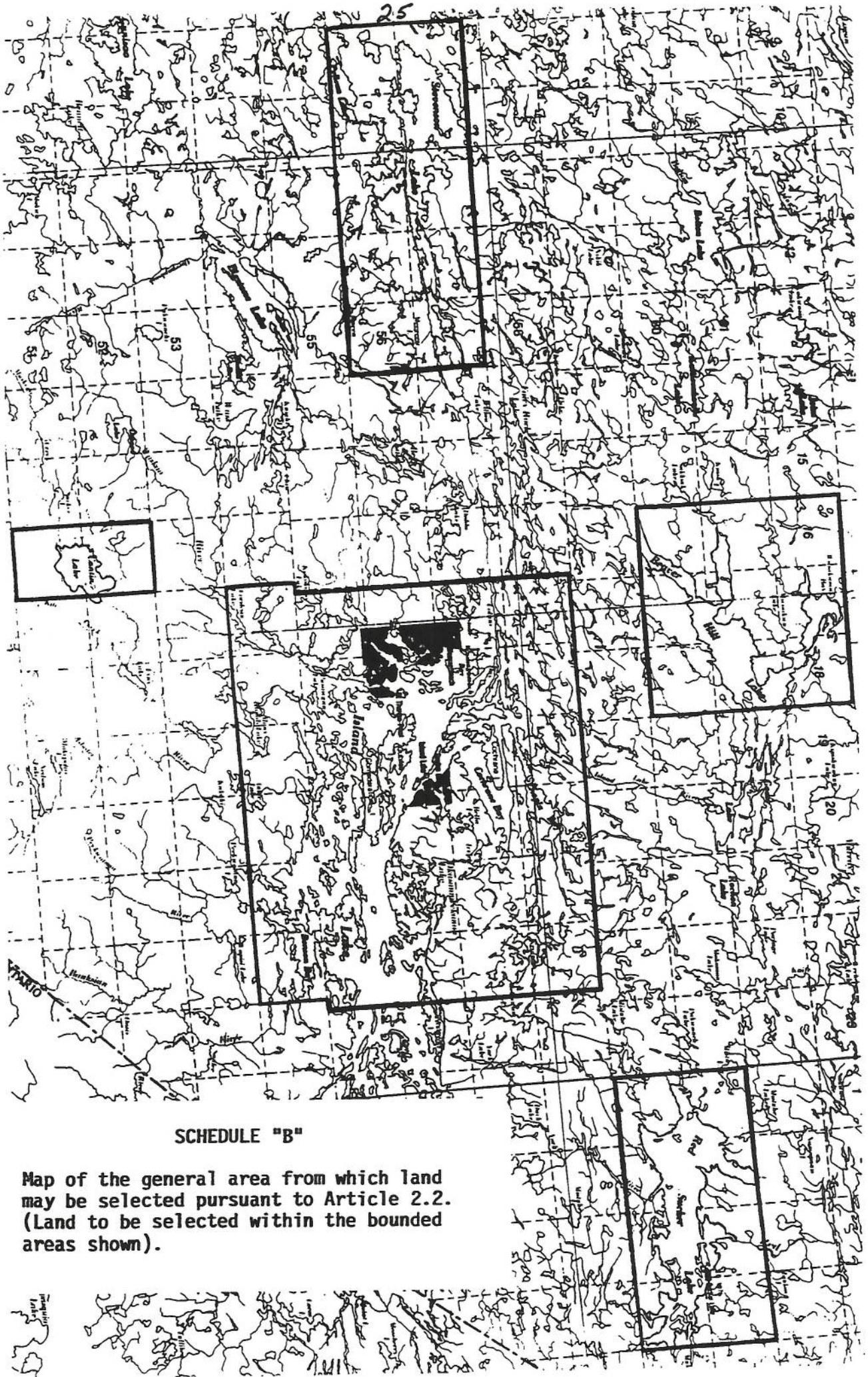
Jerry McFarrell  
COUNCILLOR

**SCHEDULE "A"**

The following lands are to be set apart for the use and benefit of the Saint Theresa Point First Nation as "reserve", within the meaning of the Indian Act, pursuant to Article 2.1, and comprise 1574.6 acres, more or less:

In the Province of Manitoba, in unsurveyed Township 57, Ranges 17 and 18, East of the Principal Meridian and being: all those lands not covered by water contained within the following limits: commencing at a Canada Lands Surveys short standard post cemented in an iron pipe in the Northern Boundary of Island Lake Indian Reserve No. 22 as shown on a Plan of Resurvey recorded in the Canada Land Surveys Records as No. 51229, a copy of which is filed in the Portage la Prairie Land Titles Office (Neepawa Division) as No. 4806, said post being shown on said Plan Three Thousand and Thirty Five and Eight-tenths feet distant Easterly on said boundary from the Southwest corner of said Indian Reserve; thence Southerly in a straight line drawn at right angles on its Eastern side to the said Boundary a distance of Three Thousand Nine Hundred feet; thence Easterly in a straight line drawn at right angles to the last described course a distance of Eighteen Thousand feet more or less to its intersection with the Ordinary High Water Mark of Dussault Bay in Island Lake; thence Northerly along said Ordinary High Water Mark to its intersection with the Northern end of the Easterly rectilinear Boundary of said Indian Reserve shown on said Plan; thence Southerly along said Boundary a distance of Forty Eight feet more or less to its intersection with the said Southern Boundary; thence Westerly along said Southern Boundary to the point of commencement.





**SCHEDULE "B"**

Map of the general area from which land may be selected pursuant to Article 2.2. (Land to be selected within the bounded areas shown).

**SCHEDULE "C"**

THERE ARE NO THIRD PARTY INTERESTS  
AFFECTING THE LANDS DESCRIBED  
IN SCHEDULE "A".



SCHEDULE "D"

CANADA - MANITOBA AGREEMENT

THIS AGREEMENT made this                      day of                      , A.D.  
1994.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA  
as represented by  
the Minister of Indian Affairs and Northern Development  
(hereinafter referred to as "Canada"),

OF THE FIRST PART,

-AND-

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

OF THE SECOND PART.

WHEREAS Canada entered into a treaty, known as Treaty No. 5,  
with certain bands of Saulteaux and Swampy Cree Indians on or  
about September 20th and 24th, 1875;

AND WHEREAS the Island Lake Band (hereinafter referred to as  
"the Treaty Band") adhered to Treaty No. 5 on or about August  
13th, 1909, pursuant to which adhesion, and in consideration  
of the covenants more particularly therein set forth, Canada  
agreed to extending the benefits of the said treaty to the  
Treaty Band;



AND WHEREAS the Wasagamack Indian Band, St. Theresa Point Indian Band, Garden Hill Indian Band, and Red Sucker Lake Indian Band (hereinafter collectively referred to as "the Island Lake First Nations") are the successors of the Treaty Band;

AND WHEREAS, in the Articles of Treaty No. 5, Canada made certain undertakings including the following:

"And Her Majesty the Queen hereby agrees and undertakes to lay aside reserves for farming lands, due respect being had to lands at present cultivated by the said Indians and other reserves for the benefit of the said Indians, to be administered and dealt with for them by Her Majesty's Government of the Dominion of Canada, provided all such reserves shall not exceed in all one hundred and sixty acres for each family of five, or in that proportion for larger or smaller families ...";

and further pursuant to the said adhesion, Canada made certain undertakings to the Treaty Band, including the following:

"And His Majesty hereby agrees to set apart Reserves of land of like proportionate area to those mentioned in the original Treaty No. 5."

(which provisions of the treaty and of the adhesion are hereinafter collectively referred to as "the land entitlement provisions");

AND WHEREAS the Island Lake First Nations assert that there remains an obligation on the part of Canada to establish reserves for their use and benefit, as provided for in the Land Entitlement Provisions;

AND WHEREAS Canada and Manitoba agreed to enter into negotiations with the Island Lake First Nations with a view to resolving their claim for land entitlement under the Land Entitlement Provisions;

AND WHEREAS Canada and Manitoba desire to fully and finally settle any and all claims with respect to land entitlement of the Island Lake First Nations under the land entitlement provisions which the Island Lake First Nations ever had, now have, or may hereafter have against Canada and all obligations or undertakings between the parties in relation thereto;

AND WHEREAS Canada and each of the Island Lake First Nations have concluded a series of agreements (hereinafter collectively referred to as "the Canada-Island Lake First Nation Agreements") with respect to the fulfilment of Canada's undertaking and obligations to the Island Lake First Nations for land, which they ever had, now have, or may hereafter have under the land entitlement provisions;

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, in part as follows:

"... and the Province will from time to time, upon the request of the Superintendent General of Indian Affairs, set aside, out of the unoccupied Crown lands hereby transferred to its administration, such further areas as the said Superintendent General may, in agreement with the Minister of Natural Resources of the Province, select as necessary to enable Canada to fulfil its obligations under the treaties with the Indians of the province, and such areas shall thereafter be administered by Canada in the same way in all respects as if they had never passed to the Province under the provisions hereof."

(hereinafter referred to as "paragraph 11 of the Manitoba Schedule to the Constitution Act, 1930");

AND WHEREAS Canada and Manitoba desire to fulfil their respective obligations so as to enable Canada to satisfy the claims of the Island Lake First Nations for land under the land entitlement provisions;



NOW THEREFORE, Canada and Manitoba agree as follows:

ARTICLE 1: LAND QUANTUM

1.1 Pursuant to paragraph 11 of the Manitoba Schedule to the Constitution Act, 1930 and in accordance with paragraphs (d) and (j) of section 5(1) of the Crown Lands Act, R.S.M. 1987, c. C340, as amended, but subject to the terms and conditions of this Agreement, Manitoba shall by Order in Council, transfer to Canada the administration and control of:

- (a) the lands legally described in Appendix "A" attached to this Agreement, being 5,000 acres more or less, (which lands are hereinafter referred to as "the Phase One settlement lands"); and
- (b) such further and other parcels of unoccupied provincial Crown land located in the general area shown on the map attached hereto and forming Appendix "B" as may be identified in accordance with Article 1.3, totalling approximately 95,000 acres (and which parcels are hereinafter referred to as "the Phase Two settlement lands")

for the purpose of permitting Canada to fulfil Canada's undertaking and obligations to the Island Lake First Nations for land under the land entitlement provisions.

1.2 In the event:

- (a) Manitoba does not transfer administration and control of some or all of the Phase One settlement lands to Canada; or



(b) Canada does not set some or all of the Phase One settlement lands apart as reserve for the use and benefit of the Island Lake First Nations, the amount of land comprising the Phase Two settlement lands shall be increased by an equivalent number of acres.

1.3 It is understood and agreed that the interest in the said lands to be transferred shall include all mines and minerals and all other reservations normally reserved to Manitoba under The Crown Lands Act or any other statute.

1.4 It is further understood that the Island Lake First Nations have, as between themselves and Canada, determined that specific parcels of the Phase One and Phase Two settlement lands are to be set apart for each of them to the exclusion of the others.

1.5 The Phase Two settlement lands shall be identified when all of the following conditions have been satisfied:

(a) in accordance with the terms of the Canada-Island Lake First Nations Agreements, one of the Island Lake First Nations makes a preliminary selection of land located within the area identified in Appendix "B", by means of delivering to Canada a duly executed Band Council Resolution evidencing same, together with a map of sufficient detail so as to permit such land to be readily identified;

(b) Manitoba has concurred with such preliminary selection, which decision Manitoba undertakes to deliver to Canada within 60 days of receiving the Band Council Resolution and map referred to herein (and failing which Manitoba agrees that any Island Lake First Nation which suffers damages or loss as a result may bring an action against Manitoba); and

- (c) Canada has concurred with such preliminary selections, which decision shall be made within a reasonable period of time following Canada being advised that Manitoba concurs with such preliminary selection.

## ARTICLE 2: LAND TRANSFER

2.1 The transfer of administration and control of the Phase One settlement lands from Manitoba to Canada shall take place upon all of the following conditions being fulfilled:

- (a) a plan of survey, paid for by Canada and approved by the Chief and a majority of the council of the Island Lake First Nation for which specific parcels of the Phase One settlement lands are intended to be set apart in accordance with the provisions of the Canada-Island Lake First Nations Agreement, the Surveyor General of Canada and the Director of Surveys (Manitoba) has been recorded and filed in the appropriate Land Titles Office and the Canada Land Survey Registry;
- (b) Manitoba passing the appropriate Order-in-Council;
- (c) Canada accepting such transfer for the purpose of setting such lands apart as reserve for the Island Lake First Nations in accordance with the provisions of the Canada-Island Lake First Nations Agreement; and
- (d) the Minister of Indian Affairs and Northern Development issuing third party interest replacement dispositions pursuant to the Indian Act for those third party interests set out in Appendix "C".

2.2 The transfer of administration and control of the Phase Two settlement lands from Manitoba to Canada shall take place upon all of the following conditions being fulfilled:

- (a) the identification of such lands having taken place in accordance with Article 1.3;
- (b) Canada granting the necessary approval pursuant to the Additions to Reserve Policy (or any policy which replaces same) to set the lands apart as reserve;
- (c) a plan of survey, paid for by Canada and approved by the Chief and a majority of the council of the Island Lake First Nation for which specific parcels of the Phase Two settlement lands are intended to be set apart in accordance with the provisions of the Canada-Island Lake First Nations Agreement, the Surveyor General of Canada and the Director of Surveys (Manitoba) has been recorded and filed in the appropriate Land Titles Office and the Canada Land Survey Registry;
- (d) such third party interests as may affect such lands being satisfied in a manner acceptable to Canada, Manitoba and the First Nation, it being understood and agreed that in no event shall Canada be responsible or liable for any costs incurred by Manitoba or the First Nation in connection with removing or discharging such a third party interest;
- (e) Manitoba passing the appropriate Orders-in-Council;  
and



- (f) Canada accepting the transfer of administration and control of such lands for the purpose of setting them apart as reserve.
- 2.3 For the purpose of this Agreement, "third party interest" means any right or interest in respect of:
- (a) the lands legally described in Appendix "A" and in which case such interests are identified in Appendix "C"; or
  - (b) the lands within the area on the maps forming Appendix "B", and in which case such interests include, without limitation, any agreement to purchase, option to purchase, lease, option to lease, easement, permit, or license of any kind or nature whatsoever the holder of which interest is not Canada, Manitoba, or any of the Island Lake First Nations.
- 2.4 Upon the provisions of Article 2.1 being satisfied in full Canada shall take all necessary steps to accept the transfer of administration and control of the Phase One settlement lands and to set such lands apart as "reserves" under the Indian Act for the use and benefit of the Island Lake First Nation for which specific parcels of such lands are to be set apart in accordance with the provisions of the Canada-Island Lake First Nations Agreement.
- 2.5 Upon the provisions of Article 2.2 being satisfied in full Canada further agrees that Canada shall likewise take all necessary steps to accept the transfer of administration and control of the Phase Two settlement lands and to set specific parcels of such lands apart as "reserves" under the Indian Act for the use and benefit of the Island Lake First Nations in accordance with the provisions of the Canada-Island Lake First Nations Agreements.

**ARTICLE 3:       SURVEYS**

- 3.1 The required surveys of the Phase One and Phase Two settlement lands shall be undertaken and paid for by Canada and once approved survey plans are recorded and filed such survey plans will supersede and replace the existing legal description of such lands.

**ARTICLE 4:       FURTHER ENCUMBRANCES**

- 4.1 Manitoba shall not grant any interest in or right to use unoccupied provincial Crown lands (including the mines and minerals associated with those lands) within the area from which the Phase Two settlement lands may be identified (as shown on the maps forming Appendix "B") without the written consent of the Island Lake First Nations for a period of two years from the date this Agreement comes into effect.

**ARTICLE 5:       RELEASE AND INDEMNITY**

- 5.1 Subject to Articles 5.3 and 5.4, in consideration of this Agreement and in particular Manitoba's performance of the requirements specified in this Agreement, Canada does hereby release, and forever discharge Manitoba, her servants, agents and successors from any and all obligations of Manitoba arising out of paragraph 11 of the Manitoba Schedule to the Constitution Act, 1930 in regard to land to be provided by Canada to the Island Lake First Nations pursuant to the land entitlement provisions. Canada hereby undertakes that it will not make any further requests of Manitoba nor select any further lands pursuant to paragraph 11 of the Manitoba Schedule to the Constitution Act, 1930 relating to land to be provided by Canada to the Island Lake First Nations pursuant to the land entitlement provisions.



- 5.2 Subject to Articles 5.3 and 5.4, in further consideration of this Agreement and Manitoba's performance of the requirements specified in this Agreement, Canada does hereby indemnify and save harmless Manitoba from all manner of suits, actions, causes of action, claims, demands, damages, costs or expenses, liability and entitlement, initiated, made or incurred after this Agreement, whether known or unknown against Manitoba as a result of a decision of a court of competent jurisdiction obtained by the Island Lake First Nations, or any of them, including any heirs, successors or permitted assigns have against Manitoba and including any present or future claims against Manitoba relating to the subject matter of this Agreement to the extent Canada is entitled to indemnity from the Island Lake First Nations under the Canada-Island Lake First Nations Agreements.
- 5.3 Notwithstanding the provisions of Articles 5.1 or 5.2, in the event a court of competent jurisdiction determines that the Island Lake First Nations (or any of them) are entitled to land arising out of or by virtue of the provisions of Treaty No. 5 or the adhesion executed by the Treaty Band otherwise than the land entitlement provisions, the release provided for in Article 5.1 shall not operate in any way so as to bar Canada from making further requests of Manitoba for land or selecting further land pursuant to paragraph 11 of the Manitoba Schedule of the Constitution Act, 1930 to the extent of such entitlement.
- 5.4 Notwithstanding the provisions of Articles 5.1 and 5.3, it is expressly understood and agreed that the release and indemnity provided for in this Agreement by Canada and in favour of Manitoba are conditional and contingent upon Manitoba satisfying its obligations in full under Article 1.1.



**ARTICLE 6: EFFECTIVE DATE**

6.1 This Agreement shall come into effect upon its execution and the execution of the Canada-Island Lake First Nations Agreements.

**ARTICLE 7: PREVIOUS AGREEMENTS**

7.1 This Agreement shall, upon execution, replace and supersede all other agreements between the parties, relating to the subject matter of this Agreement, whether oral or in writing.

**ARTICLE 8: INCORPORATION OF APPENDICES**

8.1 The following appendices are incorporated into this Agreement by reference and form part of it:

- "A" Legal description of the Phase One settlement lands
- "B" Map of the general area from which Phase Two settlement land may be identified
- "C" Third Party Interests in the Phase One settlement lands

**ARTICLE 9: NO BENEFIT**

9.1 No member of the House of Commons, Senate, or the Legislative Assembly of the Province of Manitoba shall be entitled to any benefit from the terms of this 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

## APPENDIX "A"

Administration and control of the following lands is to be transferred from Manitoba to Canada pursuant to Article 1.1(a) to be set apart by Canada for the use and benefit of the Saint Theresa Point First Nation as "reserve", within the meaning of the Indian Act, and comprise 1574.6 acres, more or less:

In the Province of Manitoba, in unsurveyed Township 57, Ranges 17 and 18, East of the Principal Meridian and being: all those lands not covered by water contained within the following limits: commencing at a Canada Lands Surveys short standard post cemented in an iron pipe in the Northern Boundary of Island Lake Indian Reserve No. 22 as shown on a Plan of Resurvey recorded in the Canada Land Surveys Records as No. 51229, a copy of which is filed in the Portage la Prairie Land Titles Office (Neepawa Division) as No. 4806, said post being shown on said Plan Three Thousand and Thirty Five and Eight-tenths feet distant Easterly on said boundary from the Southwest corner of said Indian Reserve; thence Southerly in a straight line drawn at right angles on its Eastern side to the said Boundary a distance of Three Thousand Nine Hundred feet; thence Easterly in a straight line drawn at right angles to the last described course a distance of Eighteen Thousand feet more or less to its intersection with the Ordinary High Water Mark of Dussault Bay in Island Lake; thence Northerly along said Ordinary High Water Mark to its intersection with the Northern end of the Easterly rectilinear Boundary of said Indian Reserve shown on said Plan; thence Southerly along said Boundary a distance of Forty Eight feet more or less to its intersection with the said Southern Boundary; thence Westerly along said Southern Boundary to the point of commencement.

Administration and control of the following lands is to be transferred from Manitoba to Canada pursuant to Article 1.1(a) to be set apart by Canada for the use and benefit of the Garden Hill First Nation as "reserve", within the meaning of the Indian Act, and comprise 1816.7 acres, more or less:

In the Province of Manitoba, in unsurveyed Township 56, Range 20 East of the Principal Meridian and being: all those lands not covered by water contained within the following described limits: commencing at the most Southerly point in the Eastern rectilinear Boundary of Island Lake Indian Reserve No. 22A as shown on a Plan of Resurvey recorded in the Canada Lands Surveys Records as No. 51230, a copy of which is filed in the Portage la Prairie Land Titles Office (Neepawa Division) as No.



4807, thence Northerly along said boundary to an iron bar cemented in rock as shown on said Plan to be a distance of Eight Thousand Seven Hundred Sixty-four and Six-tenths feet more or less from the point of commencement, thence Easterly in a straight line drawn at right angles to the last described course a distance of Five Thousand Two Hundred and Eighty feet, thence Southerly in a straight line drawn at right angles to the last described course a distance of Ten Thousand Nine hundred and Twenty Five feet, thence Southeasterly in a straight line forming an angle of One Hundred and Twenty-three degrees on its Northeastern side with the last described course a distance Nine Thousand Eight Hundred feet, thence Southerly in a straight line forming an angle of One Hundred and Twenty-three degrees on its Southwestern side with the last described course to the Ordinary High Water Mark of Island Lake, thence Northwesterly along said Ordinary High Water Mark to the point of commencement.

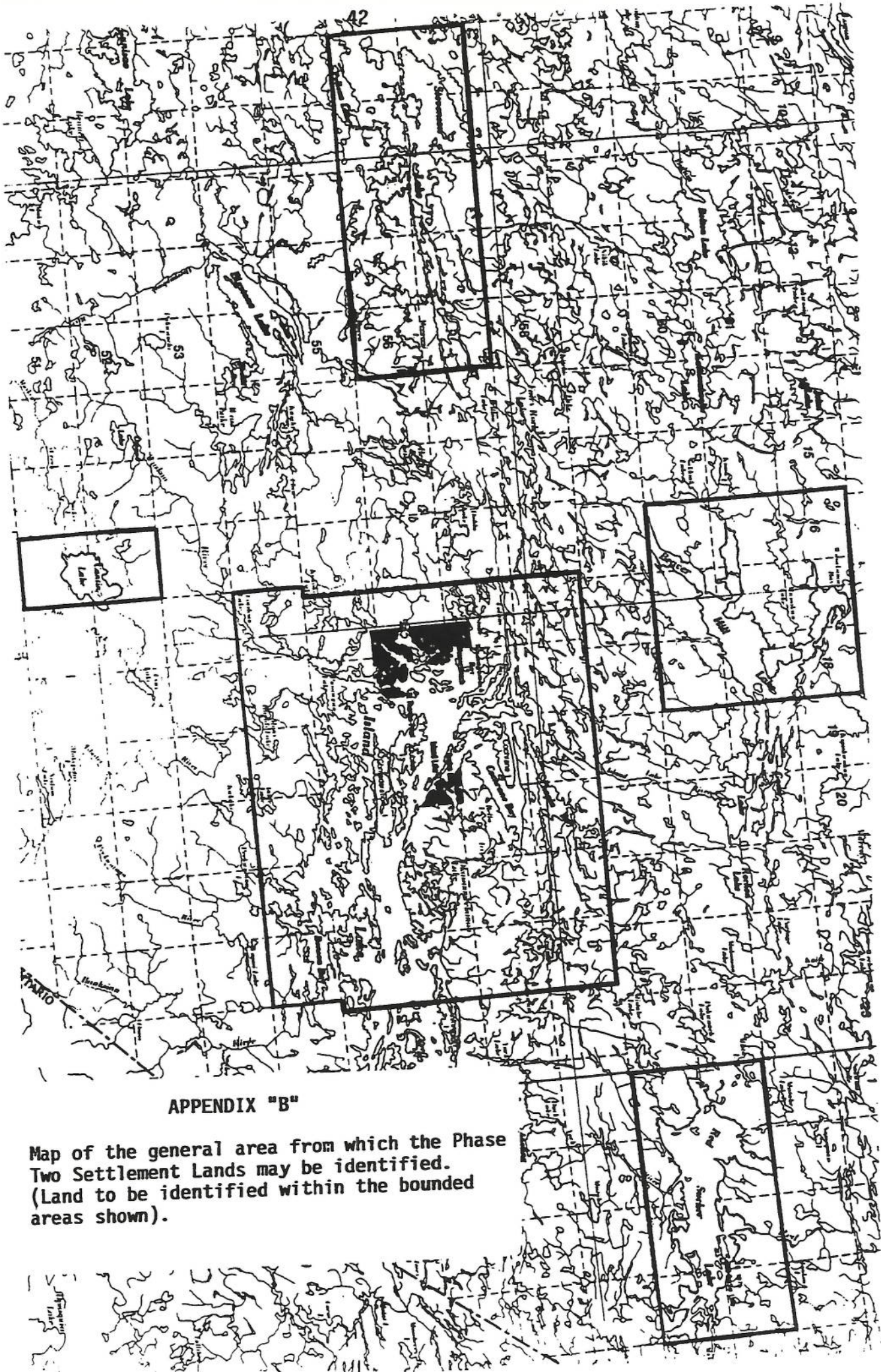
Administration and control of the following lands is to be transferred from Manitoba to Canada pursuant to Article 1.1(a) to be set apart by Canada for the use and benefit of the Wasagamack First Nation as "reserve", within the meaning of the Indian Act, and comprise 715.2 acres, more or less:

In the Province of Manitoba, in unsurveyed Township 57, Ranges 17 and 18 East of the Principal Meridian and being: all those lands not covered by water contained within the following limits: commencing at a Canada Lands Surveys short standard post cemented in an iron pipe in the Northern Boundary of Island Lake Indian Reserve No. 22 as shown on a Plan of Resurvey recorded in the Canada Lands Surveys Records as No. 51229, a copy of which is filed in the Portage la Prairie Land Titles Office (Neepawa Division) as No. 4806, said post being shown on said Plan Two Thousand Six Hundred Sixty-two and Nine-tenths feet distant Westerly on said boundary from the Ordinary High Water Mark of Wasagamack Bay in Island Lake; thence Northerly in a straight line a distance of Eleven Thousand feet, said line forming an angle of Seventy-seven Degrees on its Eastern side with the said Boundary; thence Easterly in a straight line parallel with said Boundary to the said Ordinary High Water Mark; thence Southerly along said Ordinary High Water Mark to its intersection with said Boundary; thence Westerly along said Boundary to the point of commencement.

Administration and control of the following lands is to be transferred from Manitoba to Canada pursuant to Article 1.1(a) to be set apart by Canada to be set apart for the use and benefit of the Red Sucker Lake First Nation as "reserve", within the meaning of the Indian Act, and comprise 369.3 acres, more or less:

In the Province of Manitoba, in unsurveyed Township 60, Ranges 3 and 4 East of the Second Meridian East and being: Parcel One: all that portion bounded as follows: on the West by the most Easterly rectilinear limit of the land shown bordered pink on a Plan of Survey filed in the Portage la Prairie Land Titles Office (Neepawa Division) as No. 6353, a copy of which is recorded in the Canada Lands Surveys Records as No. 63929; on the North by the Southern limit of the land shown bordered pink on a Plan of Survey filed in the said Office as No. 6291; on the East by the production Southerly of the most Easterly rectilinear limit of the land shown bordered pink on said Plan No. 6291; on the South by the Ordinary High Water Mark of Red Sucker Lake. Parcel Two: all those lands not covered by water contained within the following limits: commencing at the Northern end of the most Easterly limit of the land shown bordered pink on said Plan No. 6291; thence Northerly in the straight line production of said most Easterly limit a distance of Once Thousand Four Hundred and Ninety feet; thence Westerly at right angles to the last described course to the Ordinary High Water Mark of Red Sucker Lake; thence Southerly along said Ordinary High Water Mark to its intersection with the Northerly limit of the land shown bordered pink on said Plan 6291; thence Easterly along said Northerly limit to the point of commencement.





**APPENDIX "B"**

Map of the general area from which the Phase Two Settlement Lands may be identified. (Land to be identified within the bounded areas shown).



**APPENDIX "C"**

**THERE ARE NO THIRD PARTY INTERESTS  
AFFECTING THE LANDS DESCRIBED IN  
APPENDIX "A"**

**SCHEDULE "E"****TRUST AGREEMENT**

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, 1994.

**BETWEEN:**

**ST. THERESA POINT FIRST NATION**, as  
represented by its Chief and Council  
(hereinafter referred to as "First Nation")

**OF THE FIRST PART**

**- AND -**

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

**OF THE SECOND PART**

**WHEREAS** Her Majesty the Queen in Right of Canada as represented by the Minister of Indian Affairs and Northern Development and the First Nation entered into a Settlement Agreement dated the 15th day of February, 1994 pursuant to which terms for the Settlement of the Treaty Land Entitlement Claim of the First Nation (or therein described) are set out;

**AND WHEREAS** pursuant to the Settlement Agreement Canada has agreed to provide the First Nation with a Federal Contribution in the amount of \$2,905,999.50;

**AND WHEREAS** the First Nation desires to establish a trust, to be known as the ST. THERESA POINT FIRST NATION TRUST, to receive and manage the Federal Contribution which is to be payable by Canada to the First Nation pursuant to the Settlement Agreement;

**AND WHEREAS** this Agreement has been ratified by the members of the First Nation on the 3rd day of February, 1994;

NOW THEREFORE the parties agree as follows:

**ARTICLE 1: DEFINITIONS**

1.1 In this Agreement:

- (1) "Acquisition Costs" means all costs incurred by the First Nation in relation to or arising out of the purchase of the Additional Lands (other than the price paid to the Vendor for the Additional Lands) and includes, without limitations, legal fees, applicable taxes, land search and transfer costs, survey costs and environmental screening costs and all reasonable costs associated directly and incurred in relation to the identification of the Additional Lands which the First Nation wishes to purchase, and the approval of such purchase by the First Nation;
- (2) "Additional Lands" means the land which the First Nation may purchase with some or all of the Federal Contribution including any lands the First Nation may purchase pursuant to the First Nation/Manitoba Purchase Agreement;
- (3) "Authorized Expenses" means the expenses reasonably incurred by the Trustees in carrying out the terms of this Agreement including, without limitation, reasonable remuneration to the Trustees for their services provided under this Agreement (but subject always to review by the Council or by a court of competent jurisdiction), reimbursement to Trustees in respect of expenses reasonably incurred by the Trustees in carrying out the terms of this Agreement, Trustee liability insurance and payment for the services of any employees or any advisors hired by the Trustees including, without limitation, legal counsel, accountants and auditors, bookkeepers and investment advisors hired by the Trustees to assist the Trustees in carrying out the terms of this Agreement;



- (4) "Authorized Investments" means the following types of investments which the Trustees are authorized to purchase with the Trust Property:
- (a) debt instruments issued or guaranteed by the Government of Canada, a province of Canada or a municipality of Canada;
  - (b) debt instruments including Bankers' acceptance issued or guaranteed by any of the chartered banks or licensed trust company;
  - (c) commercial paper issued by a corporation rated R-1 or A-1 by the Dominion Bond Rating Services or Canada Bond Rating Services up to a maximum of fifteen (15%) percent of the value of the Trust Property; or
  - (d) corporate bonds rated A or better by the Dominion Bond Rating Service or the Canada Bond Rating Services up to a maximum of fifteen (15%) percent of the value of the Trust Property;
- (5) "Band Council Resolution" means a resolution passed by a quorum of the Council at a duly convened meeting of the Council, which resolution has been reduced to writing and executed by a quorum of the Council;
- (6) "Band Development" means the investment and utilization of Trust Property for the purpose of Business, acquisition of land, minerals or improvements or any project for the use, development, advantage or benefit of the First Nation;
- (7) "Band Development Funds" means the Trust Property less the amount to be maintained in the Trust Account pursuant to subarticle 4.1(c) and any amount required to pay Authorized Expenses pursuant to subarticle 4.1(b);

- (8) "Band List" means the Band List of the Members of the First Nation as that term is defined in the Indian Act;
- (9) "Business" means an activity or undertaking for profit;
- (10) "Canada means Her Majesty in the Right of Canada;
- (11) "Council" means the Council of the First Nation, as that term is defined in the Indian Act;
- (12) "Federal Contribution" means the sum of \$2,905,999.50 to be paid to the First Nation by Canada pursuant to the terms of the Settlement Agreement;
- (13) "Financial Institution" means any chartered bank, licensed trust company or incorporated credit union or caisse populaire;
- (14) "Financial Management Plan" means a plan developed by the Council and approved by Canada which reflects discussions and measures being taken or to be taken within the directive on the First Nation indebtedness issued by the Manitoba regional office of the Department of Indian Affairs and Northern Development;
- (15) "First Nation" means the ST. THERESA POINT FIRST NATION including all Members of the First Nation on a collective and an undivided basis;
- (16) "First Nation Development Corporation" means a Non-Profit Corporation established by the First Nation for the purposes of promoting the development of the First Nation;
- (17) "First Nation/Manitoba Land Purchase Agreement" means the agreement to be entered into by Manitoba and the First Nation pursuant to which the First Nation has the right to purchase 32,590 acres from Manitoba;

- (18) "Fiscal Year" means such period of not more than 12 months as may be established by the Trustees as the fiscal year of the First Nation Trust provided that until otherwise established by the Trustees, the fiscal year shall terminate on the 31st day of March of each year;
- (19) "Indian Act" means the Indian Act, R.S.C. 1985, c. I-5 as the same may be amended or replaced from time to time;
- (20) "Manitoba" means Her Majesty in the right of the Province of Manitoba;
- (21) "Members of the First Nation" means a person whose name appears on the Band List or who is entitled to have their name appear on the Band List of the First Nation;
- (22) "Qualified Independent Auditor" means a Chartered Accountant, Certified General Accountant, or a Certified Management Accountant licensed to practice in the province of Manitoba and who is not a Trustee or related by blood or marriage to a Trustee;
- (23) "Revenues Realized" means the revenues that are actually realized during a Fiscal Year from the Trust Property, determined in accordance with Canadian generally accepted accounting principles, consistently applied including any capital gains realized on Authorized Investments as such gains are realized;
- (24) "Settlement Agreement" means the agreement between Canada and the First Nation pursuant to which terms for the settlement of the Treaty Land Entitlement claim of the First nation (as therein described) are set out;



- (25) "Trust Account" means the account so titled, to be established by the Trustees at a Financial Institution, into which Canada is to deposit the Federal Contribution;
- (26) "Trust Property" means the Federal Contribution once deposited by Canada to the Trust Account (which for greater certainty includes any and all Authorized Investment instruments in which the monies in the Trust Account may, from time to time, be invested by the Trustees) as well as any additions or accruals thereto and also includes, without limitations, all Revenue Realized;
- (27) "Trustee" means any one of the Trustees; and
- (28) "Trustees" means, initially, those individuals who are signatories to this Agreement and who have been appointed to act as a Trustee and thereafter means individuals appointed in substitution or replacement of the Trustees.

1.2 In this Agreement the singular includes the plural and the masculine includes the feminine and vice versa.

1.3 Headings in this Agreement are inserted for reference only and shall not be used to construe the meaning of the Article they describe.

## **ARTICLE 2: ESTABLISHMENT OF TRUST**

2.1 The parties agree that the ST. THERESA POINT FIRST NATION TRUST is established pursuant to the terms of this Agreement upon the deposit of the Federal Contribution by Canada into the Trust Account.

- 2.2 The Trustees agree to accept and hold the Trust Property in trust for the First Nation upon and subject to the trusts set out in this Agreement.
- 2.3 Subject to the terms of this Agreement, all beneficial right, title, interest and benefit in and to the Trust Property shall vest in the First Nation.
- 2.4 Subject to the terms of this Agreement, all legal right, title, interest and benefit in and to the Trust Property shall vest in the Trustees to be administered by the Trustees on behalf of the First Nation according to the terms and conditions of this Agreement.

#### ARTICLE 3: OPERATING OF ACCOUNT

- 3.1 Upon the execution of this Agreement by the Parties, the Trustees shall cause to be opened at a Financial Institution the Trust Account. The Financial Institution should carry deposit insurance sufficient to cover the full amount of the Trust Property at any time deposited in the Trust Account or invested with such Financial Institution.
- 3.2 Prior to the Trust Account being established with a Financial Institution, the Trustees agree to have the Financial Institution provide to Canada a letter in the form attached as Appendix "A" to this Agreement.
- 3.3 The Trustees may transfer the Trust Property to a different Financial Institution provided that:
  - (a) the Trustees give the Council and the present Financial Institution thirty (30) days prior written notice of the intention of the Trustee to transfer the Trust Property;

- (b) the new Financial Institution should carry deposit insurance sufficient to cover the full amount of the Trust Property at any time deposited in the Trust Account or invested with such Financial Institution;
- (c) the Trustees must, prior to the Trust Property being transferred, have the new Financial Institution provide to Canada a letter in the form attached as Appendix "A" to this Agreement; and
- (d) the Trustees must, prior to the Trust Property being transferred, have the new Financial Institution provide a copy of the letter referred to in subarticle (c) to the present Financial Institution.

#### ARTICLE 4: USE OF TRUST PROPERTY

4.1 The Trustees shall receive, hold and use the Trust Property upon trust for the benefit of the First Nation and shall only deal with the Trust Property upon the following specific trusts:

- (a) to purchase Authorized Investments provided that the Trustees shall be guided by the following principles:
  - (i) the Trustees' primary concern shall be to preserve the value of the Trust Property; and
  - (ii) the Trustees shall do whatever is legally possible to ensure that any Revenues Realized are protected from taxation;



- (b) to pay Authorized Expenses up to a maximum amount of \$30,000.00 in each Fiscal Year from Trust Property without the prior written authorization of the Council in the form of a Band Council Resolution;
- (c) to maintain the sum of at least \$964,750.00 of the Trust Property in the Trust Account or in Authorized Investments until called upon to disburse some or all such sum to the Council for the purpose of permitting the Council to purchase Additional Lands or for a period of five (5) years from the date hereof, whichever shall first occur, provided that no such funds shall be disbursed to the Council unless the Council first provides to the Trustees a Band Council Resolution setting out the following:
  - (i) as description of the Additional Lands which the Council proposes purchasing;
  - (ii) if the Additional Lands are being purchased from Manitoba, evidence that Manitoba is prepared to sell such Additional Lands to the First Nation;
  - (iii) confirmation that the Members of the First Nation have approved the purchase of such Additional Lands, at a meeting of the First Nation called and conducted in accordance with the usual practise of the First Nation in convening and holding meetings of the Members of the First Nation; and
  - (iv) the amount of funds necessary to effect the purchase and to pay the estimated Acquisition Costs associated with the purchase

and provided further that once the Trustees disburse these funds, or any portion thereof, to the Council in accordance with this subarticle the parties agree that the Trustees shall have no further responsibilities for the funds so disbursed and the Council shall be responsible for purchasing the Additional Lands and for ensuring that the provisions of the First Nation/Manitoba Land Purchase Agreement are satisfied, if applicable; and

- (d) to disburse any of the Band Development Funds in any of the following ways:
  - (i) to the Council to be utilized for Band Development purposes provided that no such funds shall be disbursed to the Council unless the Council first provides to the Trustees a Band Council Resolution setting out the following:
    - (A) a description of a Band Development proposal;
    - (B) the projected costs of the Band Development proposal; and
    - (C) confirmation that the members of the First Nation have approved the Band Development proposal at a meeting called and conducted in accordance with the usual practice of the First Nation in convening and holding meetings of the Members of the First Nation; or
  - (ii) subject to subarticle 4.1(e), by way of an interest free loan to the First Nation Development Corporation, on the condition that such funds be loaned by the First Nation Development Corporation to the First Nation on the following conditions:

- (A) the First Nation Development Corporation shall repay such funds to the Trustees within five (5) years or on the termination of this Agreement, whichever shall first occur;
- (B) the Band Development Funds borrowed by the First Nation from the First Nation Development Corporation shall be used by the First Nation in its Financial Management Plan in the event such a plan is in place;
- (C) the Trustees shall not forgive or compromise the loan made to the First Nation Development Corporation or the guarantee provided by the First Nation of such indebtedness; and
- (D) the loan to the First Nation Development Corporation by the Trustees shall only be on a one time basis and is not intended to be a repetitive or annual right; and
- (e) the Trustees shall only provide the loan to the First Nation Development Corporation referred to in subarticle 4.1(d)(ii) upon receipt from the Council of a Band Council Resolution setting out:
  - (i) the amount of the loan;
  - (ii) the timing of the repayment of the loan;
  - (iii) a commitment that such funds shall be used by the First Nation in its Financial Management Plan in the event such a plan is in place;
  - (iv) confirmation that the Members of the First Nation have approved the loan to the First Nation Development Corporation referred to in subarticle



4.1(d)(ii) at a meeting called and conducted in accordance with the usual practice of the First Nation in convening and holding meetings of the Members of the First Nation; and

- (v) a guarantee that the First Nation will repay the loan referred to in subarticle 4.1(d)(ii) in the event the First Nation Development Corporation defaults on the repayment of the loan for whatever reason.

4.2 The Trustees or the Council shall not use the Trust Property, directly or indirectly, for a per capita distribution to any Member of the First Nation or to any other person or persons.

4.3 The Trustees shall not mortgage, pledge, hypothecate or in any way encumber the Trust Property or any interest thereon, for any purpose whatsoever, and the Trustees shall not lend, invest, release, distribute or advance Trust Property except as may be specifically authorized by this Agreement.

4.4 The Council shall ensure that the Additional Lands are not:

- (a) mortgaged, pledged or hypothecated unless such encumbrance has been ratified by the Members of the First Nation; or
- (b) transferred, except to Canada in the event same are to be set apart as a reserve within the meaning of the Indian Act for the use and benefit of the First Nation.

**ARTICLE 5: DISBURSEMENT OF TRUST PROPERTY**

5.1 Prior to the disbursement of the Trust Property as provided in subarticles 4.1(c) and (d), the Trustees shall provide to the Financial Institution an executed copy of the Band Council Resolution received from the Council. The parties agree that the Financial Institution shall not approve the disbursement of funds from the Trust Account for such uses until it has received such executed copy of the required Band Council Resolution.

**ARTICLE 6: TRUSTEES POWERS**

6.1 Subject to the terms of this Agreement, the Trustees are authorized and empowered to:

- (a) appoint a Financial Institution to be the depository for the Trust Property and to make such arrangements governing banking procedures as they may from time to time deem advisable including to;
- (b) sign all documents required by the Financial Institution for the purpose of the proper and effective administration of this Agreement;
- (c) retain, dismiss and replace independent advisers, including without limiting the generality of the foregoing, legal counsel, accountants, bookkeepers, investment advisers, stock brokers or other like professional persons or organizations to assist the Trustees in carrying out their responsibilities and obligations under this Agreement;

- (d) institute, prosecute and defend any suits or actions or other proceedings which may be necessary or advisable in the opinion of the Trustees for the preservation or protection of or realization of the Trust Property and may make applications to any Court of competent jurisdiction in respect of this Agreement; and
- (e) make and amend from time to time, such rules that they deem appropriate and reasonable to govern their procedures provided that such rules shall not be inconsistent with this Agreement, or any provisions of this Agreement or any laws which govern Trustees generally provided that, in the case of an inconsistency between this Agreement and any such rules the terms of this Agreement shall prevail.

#### ARTICLE 7: DUTIES OF TRUSTEES

- 7.1 The Trustees shall maintain accurate records of all transactions affecting the Trust Property, including the expenditure and investment of any of the Trust Property and shall have prepared within 90 days of the end of each Fiscal Year audited financial statements in accordance with Canadian generally accepted accounting principles, consistently applied. The Trustees shall have each of the financial statements audited by a Qualified Independent Auditor who shall provide a written report to the Trustees and to the Council forthwith upon completion of the audit of the financial statements.
- 7.2 The Trustee shall, upon receipt from the Qualified Independent Auditor of the written report on the financial statements for each Fiscal Year, post a notice at the First Nation's offices advising that the audited financial statements are completed



and where a copy of these statements may be obtained by Members of the First Nation. The Trustees shall provide a copy of the audited financial statements at no cost to any Member of the First Nation upon request.

7.3 The Trustees shall provide the Council with a copy of the audited financial statements forthwith on completion and a copy of all ledgers, registers, minutes of meetings of Trustees and documents or recordings of transactions affecting the Trust Property as and when so requested.

7.4 The Trustees shall:

(a) report to the Members of the First Nation annually on the administration and status of the Trust Property and the Trust generally; and

(b) attend membership meetings and meetings of the Council when requested by the Council.

7.5 The Trustees shall make every effort to ensure that the Trust is administered in such a manner so that income from the investment of the Trust Property is earned on a reserve.

#### **ARTICLE 8: NUMBER OF TRUSTEES AND TERM OF APPOINTMENT**

8.1 The number of Trustees shall be three (3), except pending the replacement of a Trustee.

8.2 Members of the First Nation shall, at a meeting of the First Nation called and held in accordance with the usual practise of the First Nation in calling meetings of the Members of the First Nation, appoint the Trustees so that:

(a) one (1) Trustee is a member of the Council; and

(b) two (2) Trustees are each:

(i) Members of the First Nation;

(ii) at least eighteen (18) year of age; and

(iii) not members of the Council.

8.3 At all times, except pending the filling of a vacancy, the majority of the Trustees must be resident on a reserve.

8.4 The term of appointment for the Trustees shall be as follows:

(a) the Trustee who is a member of Council shall hold office until his or her term of office as a Councillor expires; and

(b) the remaining Trustees shall hold office for a term of three (3) years.

8.5 The parties confirm that the Trustees, who have executed this Agreement, have been appointed in accordance with article 8.2.

8.6 All Trustees, as a condition precedent to their appointment as a Trustee, shall obtain and at all times maintain in favour of the First Nation, a fidelity bond from a surety company acceptable to the Council in the penal sum that is not less than the Federal Contribution for the true and faithful performance of the Trustees' obligations under this Agreement provided that the Council, in their discretion, may by Band Council Resolution waive this requirement in respect of any particular Trustee.

**ARTICLE 9: REPLACEMENT AND RETIREMENT OF TRUSTEES**

9.1 A Trustee shall serve until:

- (a) he or she dies;
- (b) he or she retires or resigns;
- (c) he or she is bankrupt or charged with fraud or any other indictable offense, or any offense involving the Trust Property or the exercise of his or her responsibility as a Trustee;
- (d) he or she is legally declared to be mentally incompetent;
- (e) his or her term expires; or
- (f) he or she fails, after receipt of appropriate prior notice thereof, without a legitimate cause, to attend three consecutive meetings of the Trustees.

9.2 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 Council as soon as reasonably possible, but in any event within thirty (30) days of the date the vacancy occurs. Such Trustee shall serve for the remaining term of the Trustee who has retired or resigned or has been deemed to have vacated his or her office by virtue of this article.

**ARTICLE 10: CONDUCT OF MEETINGS**

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

- (a) each Trustee shall be given notice of each meeting of the Trustees;
- (b) all of the Trustees must be present at meetings of the Trustees in person or attending by telephone or other communication facility which permits each Trustee to communicate with all of the other Trustees at the meeting;



- (c) the chairperson shall be the Trustee who is the member of the Council;
- (d) except as specifically otherwise provided or required herein, all decisions and actions of the Trustees shall be in accordance with the majority vote of the Trustees;
- (e) the chairperson shall be entitled to vote on all resolutions and in case of a tie, the chairperson or the acting chairperson shall cast a second or deciding vote; and
- (f) minutes of decision taken at all meetings of Trustees shall be recorded and such record shall be circulated to each Trustee and signed by the chairperson.

#### ARTICLE 11: CONFLICT OF INTEREST

11.1 Except as provided in this Agreement, a Trustee who:

- (a) is a party or 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 the terms and conditions of this Agreement; or
- (b) is a director, an officer or a principal related by blood or marriage to any person who is a director, an officer, or a principal in any corporation, business or partnership, which is a party to a material contract or proposed material contract with the Trustees entered into or to be entered into in accordance with the terms and conditions of this Agreement

shall disclose in writing to the other Trustees, or shall request to have entered in the minutes of meetings of Trustees, the nature and extent of such Trustees' relationship and the extent of his or her interest.

11.2 The disclosure required of a Trustee by article 11.1 of this Agreement shall be made:

- (a) at the meeting at which a proposed material contract is first considered by the Trustees;
- (b) if the Trustee was not then interested in a proposed material contract, at the first meeting after he or she becomes so interested;
- (c) if the Trustee becomes interested after a material contract is made, at the first meeting after he or she becomes so interested; or
- (d) if a person who is interested in a material contract becomes a Trustee subsequent to execution thereof, at the first meeting after he or she becomes a Trustee.

11.3 A Trustee described in article 11.1 shall not take part in discussions or deliberations concerning any such material contract and shall not vote or try to influence any other Trustee in any way on any resolution to approve the same.

11.4 A material contract is neither void or voidable by reason of a relationship contemplated in article 11.1 or by reason only that a Trustee with an interest in the material contract is present at a meeting of Trustees that authorized or approved the material contract if the Trustee disclosed his or her interest in accordance with article 11.1, as the case may be, the material contract was approved by the Trustees and was reasonable and fair to the First Nation at the time the material contract was approved.

**ARTICLE 12: LIABILITIES OF TRUSTEES**

12.1 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 this trust;
- (d) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstance; or
- (e) does not act for his or her own personal benefit.

12.2 The Trustees may act on the opinion or advice of or information obtained from any solicitor, accountant, financial advisor, banker or other expert and shall not be responsible for any loss occasioned by acting or by not acting as the case may be, provided their decision to act or not to act was otherwise reasonable in the circumstances.



**ARTICLE 13: AMENDMENTS**

13.1 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 five (5) years from the date hereof; and
- (b) the signing and delivery of any such amending agreement by the First Nation shall not be effective until ratified by the Members of the First Nation.

**ARTICLE 14: RATIFICATION**

14.1 Wherever this Agreement requires a ratification by the Members of the First Nation, 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 all Members of the Band, over the age of 18 years and who have not been found to be mentally incompetent or otherwise unable to manage their own affairs by a court of competent jurisdiction as of the date the ratification vote is to be held, shall be entitled to vote in such ratification.

**ARTICLE 15: MISCELLANEOUS TERMS**

15.1 The terms of the trust constituted under this Agreement shall terminate 20 years after the signing of this Agreement on which date the Trust Property and copies of all documents and records of the administration of the Trust shall be transferred to the First Nation unless the parties agree, in writing, to terminate this Agreement sooner, provided that the signing and delivery of any such agreement by the First Nation shall not be effective until ratified by the Members of the First Nation.

15.2 This Agreement shall in all respects be interpreted and construed under and governed by the laws of the Province of Manitoba and the laws of Canada applicable thereto.

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

**ST. THERESA POINT FIRST NATION**

\_\_\_\_\_  
WITNESS as to the signatures  
of the Chief and Councillors

\_\_\_\_\_  
CHIEF

\_\_\_\_\_  
COUNCILLOR

\_\_\_\_\_  
COUNCILLOR

\_\_\_\_\_  
COUNCILLOR

\_\_\_\_\_  
COUNCILLOR

**TRUSTEES**

\_\_\_\_\_  
WITNESS as to the signatures  
of the Trustees

\_\_\_\_\_  
TRUSTEE

\_\_\_\_\_  
TRUSTEE

\_\_\_\_\_  
TRUSTEE

## AFFIDAVIT OF EXECUTION

CANADA	)	I, _____
	)	of the _____ of _____, in
PROVINCE OF MANITOBA)		the Province of Manitoba,
	)	_____, make oath
TO WIT	)	and say:

1. THAT I was personally present and did see the within Instrument and Duplicates thereof duly signed, sealed, and executed by \_\_\_\_\_.
2. THAT the said Instrument and Duplicates were executed at the \_\_\_\_\_ of \_\_\_\_\_, in the Province of Manitoba.
3. THAT I know the said \_\_\_\_\_ and am satisfied that he/she is over the age of 18 years.
4. THAT I am the subscribing witness to the said Instrument and Duplicates.

SWORN before me at the \_\_\_\_\_ )  
 of \_\_\_\_\_, in the Province )  
 of Manitoba this \_\_\_\_\_ day of )  
 \_\_\_\_\_, 1994 )

\_\_\_\_\_  
 A Notary Public or  
 A Commissioner for Oaths in and  
 for the Province of Manitoba.

My commission expires: \_\_\_\_\_



## APPENDIX "A"

\_\_\_\_\_  
(Date)

The Minister of Indian Affairs  
and Northern Development  
c/o The Director of Lands and Trusts Services  
Department of Indian Affairs  
and Northern Development  
1100-275 Portage Avenue  
Winnipeg, Manitoba  
R3B 3A3

Dear sirs:

Re: ST. THERESA POINT FIRST NATION TRUST

Please be advised that (Name of Financial Institution) has been named by the Trustees as the Financial Institution at which the Trust Account contemplated by the agreement in writing dated February 15, 1994 between the ST. THERESA POINT FIRST NATION and the individuals named as TRUSTEES therein (the "Trust Agreement") is to be maintained.

We wish to confirm to you the following:

1. (Name of Financial Institution) is (a chartered bank, licensed trust company, incorporated credit union/caisse populaire).
2. (Name of Financial Institution) has received and has reviewed the Trust Agreement.
3. (Name of Financial Institution) hereby undertakes to ensure the Trust Account is operated in accordance with Article 5.1 of the Trust Agreement and, in particular, (Name of Financial Institution) hereby undertakes not to approve the disbursement of funds from the Trust Account until it has received an executed copy of the Band Council Resolutions required under Articles 4.1(c), 4.1(d)(i), and 4.1(e).
4. (Name of Financial Institution) shall not permit the transfer of the Trust Property to another Financial Institution unless:
  - (a) the Trustees have given (Name of Financial Institution) 30 days prior written notice of their intention to transfer the Trust Property;

- (b) the new Financial Institution is a chartered bank, licensed trust company, or incorporated credit union or caisse populaire; and
  - (c) the new Financial Institution has provided (Name of Financial Institution) with a true copy of a letter to the Minister in identical form to this letter.
5. The writer has the authority to provide you with this letter and to bind (Name of Financial Institution).

Yours truly,

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Position)

**SCHEDULE "F"**

AS THERE ARE NO THIRD PARTY INTERESTS  
AFFECTING THE LANDS DESCRIBED  
IN SCHEDULE "A",  
NO BAND COUNCIL RESOLUTION  
AUTHORISING THE GRANTING OF REPLACEMENT INTERESTS  
UNDER THE INDIAN ACT IS REQUIRED.



## SCHEDULE "G"

## 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) "Asset Division Agreement" means the proposed agreement between the St. Theresa Point, Wasagamack, Garden Hill, and Red Sucker Lake First Nations pursuant to which terms for the division of the assets of and the land presently set apart as reserve for the use and benefit of the Island Lake Band are set out;
- (c) "Assistant Deputy Minister" means the Assistant Deputy Minister, Claims and Indian Government, of the Department;
- (d) "Ballot" means the instrument by which a Voter casts his vote on the Ballot Question;
- (e) "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;
- (f) "Band List" means the list of persons who are members of the First Nation maintained by the Department pursuant to section 8 of the Indian Act, RSC 1985 c. I-5;
- (g) "Council" means the Council of the First Nation, as that term is defined in the Indian Act, RSC 1985, c. I-5;
- (h) "Department" means the Department of Indian Affairs and Northern Development;
- (i) "Director" means the Director of Lands and Trusts Services, of the Manitoba region of the Department;
- (j) "Eligible Member(s)" means a (all) person(s):
  - i) whose name(s) appear(s) on the Band List or does (do) not appear but who has (have) submitted an application to the Department to have his or her (their) name(s) entered on the Band List and such application(s) has (have) been approved;
  - ii) is (are) over the age of 18 years; and
  - iii) has (have) not been found mentally incompetent or otherwise unable to manage his or her (their) own affairs by a court of competent jurisdiction

as of the Voting Day;

- (k) "First Nation" means the St. Theresa Point First Nation;
- (l) "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;
- (m) "Mail In Ballot Package" means the package of materials consisting of those items set out in Article 8.3 to be provided to such Voters as are entitled or request to receive same pursuant to Articles 8.1;
- (n) "Minister" means the Minister of Indian Affairs and Northern Development;
- (o) "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;
- (p) "Poll(s)" means the place(s) at which the Voters vote and includes, where appropriate, any Advance Poll(s);
- (q) "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;
- (r) "Ratification Vote" means the vote by the Voters on the Ballot Question;
- (s) "Settlement Agreement" means the proposed agreement between Her Majesty the Queen in right of Canada and the First Nation (including all Schedules forming part thereof) pursuant to which terms for the settlement of the Treaty Land Entitlement Claim are set out;
- (t) "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);



- (u) "Treaty Land Entitlement Claim" means the claims of the First Nation relating to land entitlement under the provisions of Treaty No. 5 and the adhesion executed by the Island Lake Band as described in the Settlement Agreement;
- (v) "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;
- (w) "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 4.1;
  - (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 31 days prior to the Voting Day.
- 2.3 Concurrent with the delivery of such Band 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 a First Nation 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 deceased 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 a First Nation 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 forming part thereof) 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;
- (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 herein 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, Magistrate or Justice of the Peace in and for the Province of Manitoba will be available when and as required at any Advance Poll and on the Voting Day;
- (o) conduct the Ratification Vote in accordance with this Ratification Procedure or as amended pursuant to Article 17.1; and
- (p) respond to any objections to the conduct of the Ratification Vote as may be filed with the Assistant Deputy Minister, in accordance with Article 18.4.



- 3.3 Where the Ratification Officer determines it appropriate to appoint (an) Assistant(s), the Ratification Officer and such Assistant(s) as appointed shall complete and execute an "Appointment of Assistant" in the form attached as Appendix "J".
- 3.4 The Ratification Officer may delegate to the Assistant(s) such of his or her duties under this Ratification Procedure as he or she determines appropriate or necessary.

#### ARTICLE 4: NOTICE OF VOTE

- 4.1 The Ratification Officer shall post a copy of the Notice of Vote at least 28 days prior to the Voting Day and at least 15 days prior to the first Advance Poll (if any) in such places as he or she determines (in consultation with the Council) will provide the maximum exposure of same to the Voters but, in any event, a copy of the Notice of Vote shall be posted in a prominent location in the First Nation's Administrative Offices.
- 4.2 The Notice of Vote shall be in the form set out in Appendix "C" and shall have attached to it 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 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, the Trust Agreement, and the Asset Division 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 that 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 reserve is not sent a Mail In Ballot Package as the Council has advised the Minister that his or her whereabouts is unknown as provided for under Article 2.5.

8.4 The Mail In Ballot Package shall consist of:

- (a) a letter from the Council providing such information as the Council determines appropriate and relating to:
  - i) the Treaty Land Entitlement Claim and its proposed settlement as set out in the Settlement Agreement and the Trust Agreement; and
  - ii) the proposed division of the assets of and the land presently set apart as reserve for the use and benefit of the Island Lake Band as set out in the Asset Division 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 Mail In Vote;
  - (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 15 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 prior to 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 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 the 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;
  - iii) determines the Voter is someone whose name was removed from the List of Voters after the Mail In Ballot Packages was sent out or provided as a result of a revision to the List of Voters under Article 6; or
  - iv) determines that the Voter voted in person at any Advance Poll or on the Voting Day,

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

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

- 16.1 Immediately after the close of the Poll(s), the Ratification Officer in the presence of at least two members of the Council and any Voters who may be present, shall:
- (a) examine all Ballots contained in the Ballot box(es);

(b) reject all Ballots that:

- i) have not been supplied by him or her, or that do not bear his or her initials;
- ii) have not been marked in the manner provided for in Article 11.6 as either "YES" or "NO";
- iii) have been marked as both "YES" and "NO"; or
- iv) upon which there is any writing or mark by which a Voter can be identified;

(c) count the votes given both for and against the Ballot Question and the number of Ballots rejected 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 a quorum of the Council 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 a quorum of the Council 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 Voting Day.

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

**ARTICLE 18:                   OBJECTIONS**

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

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



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

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

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

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

18.3 Where an objection is filed pursuant to Article 18.1, the Assistant Deputy Minister shall not later than 21 days from the receipt thereof forward a copy of the objection by registered mail to the Ratification Officer.

18.4 The Ratification Officer shall, not later than 10 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 of the Voting Day and these Ratification Procedures shall apply mutatis mutandis to such second vote.

#### **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"

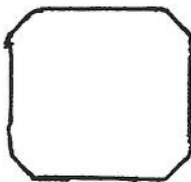
## BALLOT QUESTION

As a Voter of the St. Theresa Point First Nation do you assent to the terms and conditions of:

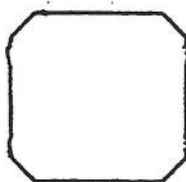
1. the proposed Settlement Agreement between Her Majesty the Queen in Right of Canada and the St. Theresa Point First Nation pursuant to which terms for the settlement of the Treaty Land Entitlement Claim (as therein described) are set out; and
2. the proposed Trust Agreement between the St. Theresa Point First Nation and the Trustees named therein pursuant to which terms for the administration and management of the payment by Canada to the St. Theresa Point First Nation (as provided for in the Settlement Agreement) are set out; and
3. the proposed Asset Division Agreement between the St. Theresa Point, Wasagamack, Garden Hill, and Red Sucker Lake First Nations pursuant to which terms for the division of the assets of and the land presently set apart as reserve for the use and benefit of the Island Lake Band are set out; and

do you authorize and direct the Chief and Councillors to act for and on behalf of the members of the St. Theresa Point First Nation and sign the Settlement Agreement, the Trust Agreement, and the Asset Division Agreement and all other documents necessary to give effect to these agreements?

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 St. Theresa Point First Nation ("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 St. Theresa Point First Nation the acceptance of the proposed agreement between Her Majesty the Queen in right of Canada and the St. Theresa Point First Nation ("the First Nation"), including all Schedules forming part thereof, pursuant to which terms for the settlement of the Treaty Land Entitlement Claim (as described therein) are set out ("the Settlement Agreement").
2. **BE IT RESOLVED THAT** the Council does hereby further recommend to the members of the St. Theresa Point First Nation the acceptance of a 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 (the "Trust Agreement").
3. **BE IT RESOLVED THAT** the Council does hereby further recommend to the members of the St. Theresa Point First Nation the acceptance of a proposed agreement between the St. Theresa Point, Wasagamack, Garden Hill, and Red Sucker Lake First Nations pursuant to which terms for the division of the assets of and the land presently set apart as reserve for the use and benefit of the Island Lake Band are set out (the "Asset Division Agreement").
4. **BE IT RESOLVED THAT** the Council does hereby call a Ratification Vote to determine whether a majority of the Eligible Members of the First Nation (as defined in the Ratification Procedure) are in favour of approving the Settlement Agreement, the Trust Agreement, and the Asset Division Agreement, which vote shall be conducted pursuant to the Ratification Procedure attached as Schedule "G" to the Settlement Agreement.
5. **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.

6. **BE IT RESOLVED THAT** the Vote of the St. Theresa Point First Nation shall be held at the Community of St. Theresa Point in the Province of Manitoba on Thursday, February 3, 1994, 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:

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

7. **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.

8. **BE IT RESOLVED THAT** Information Meetings be held for the purpose of providing an opportunity for the Council, the First Nation's legal counsel, financial advisor and any other persons as requested by the Council to explain:

- a) the Treaty Land Entitlement Claim and its proposed settlement as set out in the Settlement Agreement and the Trust Agreement; and
- b) the proposed division of the assets of and the land presently set apart as reserve for the use and benefit of the Island Lake Band as set out in the Asset Division Agreement

to all Eligible Members in attendance, with a view to ensuring that they are fully informed prior to casting their votes on the Ballot Question in the Ratification Vote at the following dates, times, and places:

<u>DATE</u>	<u>TIME</u>	<u>LOCATION</u>
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10. **BE IT RESOLVED THAT** the Council of the First Nation 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).
11. **BE IT RESOLVED THAT,** in the Council's opinion, it is anticipated that an interpreter will be required at all Information Meetings, all Advance Polls, 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 St. Theresa Point First Nation consists of \_\_\_\_\_  
Council members.



## APPENDIX "C"

## NOTICE OF VOTE

TO: THE MEMBERS OF THE ST. THERESA POINT FIRST NATION

-----

NOTICE OF VOTE

TAKE NOTICE that a vote of the Eligible Members (as hereinafter described) of the St. Theresa Point First Nation will be held on **THURSDAY, FEBRUARY 3, 1994** at the Community of St. Theresa Point 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 St. Theresa Point First Nation pursuant to which terms for the settlement of the Treaty Land Entitlement Claim (as therein described) are set out (the "Settlement Agreement"); and
- a proposed agreement between the St. Theresa Point 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 (the "Trust Agreement"); and
- a proposed agreement between the St. Theresa Point, Wasagamack, Garden Hill, and Red Sucker Lake First Nations pursuant to which terms for the division of the assets of and the land presently set apart as reserve for the use and benefit of the Island Lake Band are set out ("the Asset Division Agreement").

YOU ARE ENTITLED TO ASK FOR AND RECEIVE A COPY OF THE SETTLEMENT AGREEMENT IF YOU WISH. (THE TRUST AGREEMENT AND THE ASSET DIVISION AGREEMENT ARE ATTACHED AS SCHEDULES "E" AND "H" TO THE SETTLEMENT AGREEMENT). SUCH REQUESTS SHOULD BE DIRECTED TO THE CHIEF AND COUNCIL OF THE ST. THERESA POINT FIRST NATION.

VOTING PROCEDURE

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

As a Voter of the St. Theresa Point First Nation do you assent to the terms and conditions of:

1. the proposed Settlement Agreement between Her Majesty the Queen in Right of Canada and the St. Theresa Point First Nation pursuant to which terms for the settlement of the Treaty Land Entitlement Claim (as therein described) are set out; and
2. the proposed Trust Agreement between the St. Theresa Point First Nation and the Trustees named therein pursuant to which terms for the administration and management of the payment by Canada to the St. Theresa Point First Nation (as provided for in the Settlement Agreement) are set out; and
3. the proposed Asset Division Agreement between the St. Theresa Point, Wasagamack, Garden Hill, and Red Sucker Lake First Nations pursuant to which terms for the division of the assets of and the land presently set apart as reserve for the use and benefit of the Island Lake Band are set out; and

do you authorize and direct the Chief and Councillors to act for and on behalf of the members of the St. Theresa Point First Nation and sign the Settlement Agreement, the Trust Agreement, and the Asset Division Agreement and all documents necessary to give effect to these agreements?

The Vote will be conducted in accordance with certain Ratification Procedures which form Schedule "G" to the Settlement Agreement.

#### ELIGIBLE MEMBERS

All members of the St. Theresa Point First Nation who:

- appear on the Band List maintained by the Department of Indian Affairs and Northern Development or do not appear on the Band List but have submitted an application to that Department to have their names entered on the Band List and such application has been approved; and
- 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 February 3, 1994 are eligible to vote.



Attached to this Notice of Vote and marked "A" is a List of Voters. 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 that 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 January 20, 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 the Community of St. Theresa Point on Thursday, February 3, 1994 in order to cast their vote. Such Eligible Members will be sent a package by registered mail to their last address known to the First Nation 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 to the Council and if no substitutional address is known and 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 may cast their vote by mail provided they make such a request to the Ratification Officer no later than February 1, 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:

<u>DATE</u>	<u>TIME</u>	<u>PLACE</u>
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#### INFORMATION MEETINGS

Information Meetings for purposes of providing an opportunity for the First Nation 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; and
- the proposed division of the assets of and the land presently set apart as reserve for the use and benefit of the Island Lake Band as set out in the Asset Division Agreement

to all Eligible Members in attendance, with a view to ensuring that they are fully informed prior to casting their votes at the following dates, times, and places:

<u>DATE</u>	<u>TIME</u>	<u>PLACE</u>
-------------	-------------	--------------

#### QUESTIONS

Any questions concerning the Settlement Agreement, the Trust Agreement, or the Asset Division Agreement should be directed to the Chief and Council of the St. Theresa Point First Nation.

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 Mr. Jim Gallo and he may be reached by calling (204) 983-8608 (collect calls will be accepted) between the hours of 8:30 a.m. and 4:30 p.m. Monday through Friday.

**ATTACHMENTS**

The List of Voters is attached to this Notice of Vote and marked "A".

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 January, 1994

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

## APPENDIX "D"

## DECLARATION OF RATIFICATION OFFICER

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

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

1.        THAT I was personally present at the Community of St. Theresa Point on Thursday, February 3, 1994 (at \_\_\_\_\_ on \_\_\_\_\_) when members of the St. Theresa Point First Nation voted in a Ratification Vote concerning a proposed settlement agreement and a proposed trust agreement.
2.        THAT immediately before the opening of the poll on such date, I opened the Ballot box to be used in connection with the Ratification Vote.
3.        THAT the said Ballot box was seen by me to be empty and I called upon persons who were present to witness that the Ballot box was empty.
4.        THAT I then locked and properly sealed the Ballot box and placed it in view for the reception of Ballot papers.

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

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

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





## APPENDIX "F"

## STATEMENT OF RATIFICATION VOTE RESULTS

We, the undersigned, severally state that members of the St. Theresa Point First Nation voted in a Ratification Vote concerning a proposed Settlement Agreement, a proposed Trust Agreement, and a proposed Asset Division Agreement on Thursday, February 3, 1994 and the results of this Ratification Vote were as follows:

1. the names of \_\_\_\_\_ Voters appeared on the List of Voters prepared by the (Assistant) Ratification Officer pursuant to Articles 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 \_\_\_\_\_;
2. \_\_\_\_\_ votes were cast in the Ratification Vote in accordance with Article 11 of the Ratification Procedure;
3. \_\_\_\_\_ Voters voted in favour of the Ballot Question;
4. \_\_\_\_\_ Voters voted against the Ballot Question;
5. \_\_\_\_\_ Ballots were rejected in accordance with Article 16.1(b) of the Ratification Procedure; and
6. \_\_\_\_\_ Ballots were spoiled and were not counted in 2 above in accordance with Articles 11.1 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 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 \_\_\_\_\_, in the Province of Manitoba this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

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

\_\_\_\_\_  
(Chief) (Councillor) of the  
St. Theresa Point First  
Nation

## 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 the Community of St. Theresa Point on Thursday, February 3, 1994, when Eligible Members of the St. Theresa Point First Nation voted in a Ratification Vote concerning a proposed Settlement Agreement, a proposed Trust Agreement, and a proposed Asset Division Agreement in accordance with the Ratification Procedure.
2. THAT a true copy of the Notice of Vote to the Eligible Members of the St. Theresa Point First Nation to ratify and approve the proposed Settlement Agreement, a proposed Trust Agreement and a proposed Asset Division Agreement is attached as Exhibit "1" to this my Declaration.
3. THAT I did cause the said Notice of Vote to be posted in accordance with Article 4 of the Ratification Procedure at least 28 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, proposed Trust Agreement and proposed Asset Division Agreement was (not) approved by the Ratification Vote, the results of which are set out in a true copy of the Statement of Ratification Vote Results attached as Exhibit "2" to this my Declaration.



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

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

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

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

## APPENDIX "H"

## CERTIFICATION OF RATIFICATION VOTE

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

I, \_\_\_\_\_, member of the Council of the St. Theresa Point First Nation, in the Province of Manitoba, DO SOLEMNLY DECLARE:

1. THAT I was present at the Community of St. Theresa Point on Thursday, February 3, 1994 when Eligible Members of the St. Theresa Point First Nation voted in the Ratification Vote concerning a proposed Settlement Agreement and a proposed Trust Agreement and a proposed Asset Division 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, the proposed Trust Agreement, and the proposed Asset Division Agreement is attached as Exhibit "1" to this my Declaration.
3. THAT the (Assistant) Ratification Officer did cause to be posted a Notice of Vote in accordance with Article 4 of the Ratification Procedure at least 28 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, the proposed Trust Agreement and the proposed Asset Division Agreement was (not) approved by the Ratification Vote, the results of which are set out in a true copy of the Statement of Ratification Vote Results attached as Exhibit "2" to this my Declaration.

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

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

\_\_\_\_\_  
Member of the Council of  
St. Theresa Point First Nation

\_\_\_\_\_  
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 Band 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 Band 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

## SCHEDULE "H"

## DIVISION OF ASSETS AGREEMENT

THIS AGREEMENT dated the \_\_\_\_ day of \_\_\_\_\_, 1993.

## BETWEEN:

ST. THERESA POINT FIRST NATION,  
as represented by its Chief and Councillors  
(hereinafter called "St. Theresa Point")

OF THE FIRST PART

-AND-

WASAGAMACK FIRST NATION,  
as represented by its Chief and Councillors,  
(hereinafter called "Wasagamack")

OF THE SECOND PART

-AND-

GARDEN HILL FIRST NATION  
as represented by its Chief and Councillors  
(hereinafter called "Garden Hill")

OF THE THIRD PART

-AND-

RED SUCKER LAKE FIRST NATION,  
as represented by its Chief and Councillors  
(hereinafter called "Red Sucker Lake")

OF THE FOURTH PART

WHEREAS St. Theresa Point, Wasagamack, Garden Hill and Red Sucker Lake (hereinafter collectively referred to as the "Island Lake First Nations") are the successors of the Island Lake Band, which adhered to Treaty No. 5 on or about August 13, 1909, a Treaty entered into by Her Majesty the Queen in Right of Canada with certain Bands of Saulteaux and Swampy Cree Indians, on or about September 20 and 24, 1875;

AND WHEREAS in 1925 Indian Reserve No. 22 in the amount of 14,806 acres and Indian Reserve No. 22A in the amount of 3,023.2 acres were set aside as reserves for the common use and benefit of the Island Lake Band;



AND WHEREAS the Minister of the Department of Indian Affairs and Northern Development on July 31, 1969, pursuant to Section 17(1)(a) of the Indian Act, authorized the division of the Island Lake Band into the four separate Bands, namely, St. Theresa Point, Wasagamack, Garden Hill and Red Sucker Lake First Nations, a copy of which Ministerial Order is attached hereto as Appendix "A";

AND WHEREAS in 1978 Indian Reserve No. 1976 in the amount of 255 acres was surveyed and set aside as a reserve for the sole and exclusive use and benefit of Red Sucker Lake;

AND WHEREAS Reserves No. 22 and No. 22A and the assets of the Island Lake First Nations according to the Ministerial Order dated July 31, 1969, were to be divided between the Island Lake First Nations "on a per capita basis in accordance with the wishes of the Indians concerned";

AND WHEREAS Canada has agreed to provide and set apart as a Reserve 100,000 acres of land plus a contribution of Nine Million (\$9,000,000.00) dollars to settle the outstanding Treaty land entitlement of the Island Lake First Nations under Treaty No. 5 adhered to by the Island Lake Band;

AND WHEREAS the Island Lake First Nations desire to enter into this Agreement to provide for the division of Indian Reserves No. 22 and No. 22A, all existing assets of the Island Lake First Nations according to Ministerial Order dated July 31, 1969 and to provide for the division of the 100,000 acres of land and the \$9,000,000.00 to be provided to the Island Lake First Nations by Canada, as described above;

NOW THEREFORE the Island Lake First Nations, jointly and severally, covenant and agree as follows:

**ARTICLE 1: DIVISION OF INDIAN RESERVES NO. 22, 22A AND 1976**

- 1.1 The Island Lake First Nations agree that Indian Reserve No. 22 in the amount of 14,806 acres shall be set aside for the sole and exclusive use and benefit of St. Theresa Point and Wasagamack. Indian Reserve No. 22 shall be divided between St. Theresa Point and Wasagamack such that 7,129 acres shall be set aside for the sole and exclusive use and benefit of St. Theresa Point and 7,677 acres shall be set aside for the sole and exclusive use and benefit of Wasagamack. St. Theresa Point and Wasagamack agree to determine the location of the boundary dividing Reserve No. 22 in the above amounts. St. Theresa Point's and Wasagamack's decision on the location of the boundary dividing Indian Reserve No. 22 shall be communicated to the Department of Indian Affairs and Northern Development by Band Council Resolution.
- 1.2 The Island Lake First Nations agree that Indian Reserve No. 22A in the amount of 3,023.2 acres shall be set aside for the sole and exclusive use and benefit of Garden Hill.
- 1.3 For greater certainty, the Island Lake First Nations acknowledge and agree that Indian Reserve No. 1976 in the amount of 255 acres was surveyed for the sole and exclusive use and benefit of Red Sucker Lake and shall continue to be set aside for the sole and exclusive use and benefit of Red Sucker Lake.

**ARTICLE 2: EXISTING ASSETS**

- 2.1 The Island Lake First Nations agree that all existing assets of whatever nature and kind, including all buildings and all equipment which belong to and are under the control of each of the Island Lake First Nations, shall remain the sole and exclusive property of the owning and/or controlling Island Lake First Nation.



- 2.2 The Island Lake First Nations agree that any assets presently owned jointly by the Island Lake First Nations shall be continued to be owned and administered jointly by the Island Lake First Nations, unless an Agreement otherwise is agreed to by Island Lake First Nations.

### ARTICLE 3: DIVISION OF TREATY LAND ENTITLEMENT - LANDS RECEIVED

- 3.1 The Island Lake First Nations agree that the 100,000 acres of land to be provided and set apart as a Reserve by Canada to settle the Island Lake First Nations' outstanding Treaty Land Entitlement shall be divided between the Island Lake First Nations on a per capita basis using the Island Lake First Nations population as of July 31, 1992, according to the following formula:

$$\text{Number of Acres to be Received} = 118,084.2 \times \frac{\text{First Nation Population}}{\text{Total Population}} - \text{Existing Acres}$$

Where:

- |                           |  |
|---------------------------|--|
| First Nation Population - | Represents the population of each Island Lake First Nation as of July 31, 1992;  |
| Total Population -        | Represents the total population of the Island Lake First Nations as of July 31, 1992; and  |
| Existing Acres -          | Represents the existing acres which the Island Lake First Nations have acknowledged and agreed are to be set aside for the sole and exclusive use and benefit of each Island Lake First Nation as determined by this Agreement |
- (Reserve no. 22 - St. Theresa Point and Wasagamack, Reserve No. 22A - Garden Hill, Reserve No. 1976 - Red Sucker Lake).



- 3.2 The Island Lake First Nations acknowledge that the population of each of the Island Lake First Nations and total population of the First Nations as of July 31, 1992 is as follows:

<u>First Nation</u>	<u>Population</u>
St. Theresa Point	2,317
Wasagamack	1,052
Garden Hill	2,673
Red Sucker Lake	<u>543</u>
TOTAL:	6,585

- 3.3 The Island Lake First Nations agree that the number of acres to be received by each of the Island Lake First Nations, pursuant to the Treaty Land Entitlement Settlement, is as follows:

<u>First Nation</u>	<u>Acres</u>
St. Theresa Point	34,413
Wasagamack	11,193
Garden Hill	44,907
Red Sucker Lake	<u>9,487</u>
TOTAL:	100,000

#### ARTICLE 4: TREATY LAND ENTITLEMENT - FEDERAL CONTRIBUTION

- 4.1 The Island Lake First Nations agree that the Nine Million (\$9,000,000.00) dollars to be provided to the Island Lake First Nations by Canada shall be divided between each of the Island Lake First Nations as follows:

<u>First Nation</u>	<u>Amount</u>
St. Theresa Point	\$2,905,999.50
Wasagamack	1,668,751.00
Garden Hill	3,254,620.50
Red Sucker Lake	<u>1,170,629.00</u>
TOTAL	<u>\$9,000,000.00</u>

**ARTICLE 5: RELEASE**

5.1 Each of the Island Lake First Nations agree to cede, release and abandon any right, title and interest which the Island Lake First Nations or any Island Lake First Nation Member whether past, present or future ever had, now have or may have in the following:

- (a) the interests in Reserves No. 22, No. 22A and No. 1976 which have not been retained by the Island Lake First Nation as part of their reserve or not set aside for the Island Lake First Nation, as determined by Article 1 of this Agreement;
- (b) any interest in existing assets not belonging to or under the control of a Island Lake First Nation as determined by Article 2 of this Agreement; and
- (c) any interest in any new lands set aside for the use and benefit of the other Island Lake First Nations pursuant to a Treaty Land Entitlement Settlement Agreement as determined by Article 3 of this Agreement.

IN WITNESS WHEREOF the St. Theresa Point First Nation, as represented by the Chief and Councillors of this First Nation for themselves and on behalf of the Indian of this First Nation, have executed this Agreement under their respective hands, this \_\_\_\_ day of \_\_\_\_\_, 1993, at the \_\_\_\_\_ Reserve in the Province of Manitoba.

\_\_\_\_\_  
WITNESS as to the signatures of  
the Chief and Councillors

\_\_\_\_\_  
CHIEF

\_\_\_\_\_  
COUNCILLOR

\_\_\_\_\_  
COUNCILLOR

\_\_\_\_\_  
COUNCILLOR

\_\_\_\_\_  
COUNCILLOR

IN WITNESS WHEREOF the Wasagamack First Nation, as represented by the Chief and Councillors of this First Nation for themselves and on behalf of the Indian of this First Nation, have executed this Agreement under their respective hands, this \_\_\_\_ day of \_\_\_\_\_, 1993, at the \_\_\_\_\_ Reserve in the Province of Manitoba.

\_\_\_\_\_  
WITNESS as to the signatures of  
the Chief and Councillors

\_\_\_\_\_  
CHIEF

\_\_\_\_\_  
COUNCILLOR

\_\_\_\_\_  
COUNCILLOR

\_\_\_\_\_  
COUNCILLOR

\_\_\_\_\_  
COUNCILLOR

IN WITNESS WHEREOF the Garden Hill First Nation, as represented by the Chief and Councillors of this First Nation for themselves and on behalf of the Indian of this First Nation, have executed this Agreement under their respective hands, this \_\_\_\_ day of \_\_\_\_\_, 1993, at the \_\_\_\_\_ Reserve in the Province of Manitoba.

\_\_\_\_\_  
WITNESS as to the signatures of  
the Chief and Councillors

\_\_\_\_\_  
CHIEF

\_\_\_\_\_  
COUNCILLOR

\_\_\_\_\_  
COUNCILLOR

\_\_\_\_\_  
COUNCILLOR

\_\_\_\_\_  
COUNCILLOR



IN WITNESS WHEREOF the Red Sucker Lake First Nation, as represented by the Chief and Councillors of this First Nation for themselves and on behalf of the Indian of this First Nation, have executed this Agreement under their respective hands, this \_\_\_\_ day of \_\_\_\_\_, 1993, at the \_\_\_\_\_ Reserve in the Province of Manitoba.

\_\_\_\_\_  
WITNESS as to the signatures of  
the Chief and Councillors

\_\_\_\_\_  
CHIEF

\_\_\_\_\_  
COUNCILLOR

\_\_\_\_\_  
COUNCILLOR

\_\_\_\_\_  
COUNCILLOR

\_\_\_\_\_  
COUNCILLOR



APPENDIX "A"

OTTAWA 4, July 28, 1969  
974/1-1

MINISTER

The members of the Island Lake Band of Indians reside in four main settlements located approximately 300 miles north of Winnipeg. Because of the distances between settlements and the geographic nature of the area they are experiencing transportation and communication difficulties and are unable to effectively manage the affairs of these communities through a single band council.

The population of the band is distributed among the four settlements as follows - Garden Hill - 1244, St. Theresa Point - 898, Wasagamack - 374 and Red Sucker Lake 233. The Island Lake Band Council, in a resolution dated June 4, 1969, has requested that the Island Lake Band be divided to form four separate bands to be known as the Garden Hill, St. Theresa Point, Wasagamack and Red Sucker Lake Bands and that the lands and funds of the Island Lake Band be divided between the four newly constituted bands on a per capita basis.

Under the provisions of section 17 (1) (a) of the Indian Act - "The Minister may, whenever he considers it desirable, constitute new bands and establish Band Lists with respect thereto from existing Band Lists or General Lists, or both". Also, section 17 (2) of the Act provides that - "Where pursuant to subsection (1) a new band has been established from an existing band or any part thereof, such portion of the reserve lands and funds of the existing band as the Minister determines shall be held for the use and benefit of the new band". I therefore recommend that approval be given to the division of the Island Lake Band to form four separate bands to be known as the Garden Hill, St. Theresa Point, Wasagamack and Red Sucker Lake Bands and that the assets of the Island Lake Band be divided between the four newly formed bands on a per capita basis in accordance with the wishes of the Indians concerned.

JUL 31 1969

APPROVED

  
MINISTER

  
J. A. MacDonald,  
Deputy Minister.



DEPARTMENT OF CITIZENSHIP AND IMMIGRATION  
INDIAN AFFAIRS BRANCH  
BAND COUNCIL RESOLUTION

93

68-69/5 file 574/3-1

NOTE: The words "From Band Funds" must appear in all resolutions requesting expenditures from Band Funds.

Council of the.....ISLAND LAKE.....Band of Indians,  
(Name of Band)  
in the.....ISLAND LAKE.....Indian Agency,  
(Name of Agency)  
in the Province of.....MANITOBA.....at a meeting, held at GARDEN HILL, MANITOBA.....  
(Name of Province in full) (Name of Place)  
this.....eleventh.....day of.....SEPTEMBER.....A.D. 19.....68  
(In Fmt) (Month)

DO HEREBY RESOLVE:

That the Minister of Indian Affairs and Northern Development be requested to institute proceedings to allow the Island Lake Band of Indians in Island Lake to divide into four separate bands namely Garden Hill, St. Theresa Point, Wasagamac and Red Sucker Lake.

It is further resolved that the acreage encompassed by reserve #22 & 22A be surrendered to the crown on the condition that four new reserves be surveyed and gazetted namely; Garden Hill, St. Theresa Point, Wasagamac and Red Sucker Lake. The acreage of land surrendered along with the balance of land owing by the Province of Manitoba will be totalled and divided into four new reserves based on a population basis.

Band number 1	would consist of the people of	Garden Hill.
" " 2	" " " " " "	St. Theresa Point.
" " 3	" " " " " "	Wasagamac.
" " 4	" " " " " "	Red Sucker Lake.

In the process of making this proposed division it is our wish to have a reserve created at the settlement at Red Sucker Lake presently situated on crown land. The acreage required for a reserve at Red Sucker Lake would be taken from the total acreage of the two reserves along with the balance of land owing to us again on a population basis.

It is further resolved that the Capital and Revenue Funds be divided for the four new reserves again based on the population basis.



Signature of Red Sucker Lake representative Roderick Harper

Ernest  
(Councillor)  
Peter  
(Councillor)  
William  
(Councillor)  
Harold  
(Councillor)

Alfred McDougall  
(Chief)  
Philip  
(Councillor)  
James  
(Councillor)  
Nicholas  
(Councillor)  
William  
(Councillor)

Jack  
(Councillor)  
Jonas  
(Councillor)  
  
(Councillor)  
  
(Councillor)

FOR HEADQUARTERS USE ONLY



**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 14, 1994**

**THIS AGREEMENT** made this 14th day of March, A.D. 1994.

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**  
as represented by  
the Minister of Indian Affairs and Northern Development  
(hereinafter referred to as "Canada"),

**OF THE FIRST PART,**

**-AND-**

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

**OF THE SECOND PART.**

**WHEREAS** Canada entered into a treaty, known as Treaty No. 5, with certain bands of Saulteaux and Swampy Cree Indians on or about September 20th and 24th, 1875;

**AND WHEREAS** the Island Lake Band (hereinafter referred to as "the Treaty Band") adhered to Treaty No. 5 on or about August 13th, 1909, pursuant to which admission, and in consideration of the covenants more particularly therein set forth, Canada agreed to extending the benefits of the said treaty to the Treaty Band;

**AND WHEREAS** the Wasagamack Indian Band, St. Theresa Point Indian Band, Garden Hill Indian Band, and Red Sucker Lake Indian Band (hereinafter collectively referred to as "the Island Lake First Nations") are the successors of the Treaty Band;

**AND WHEREAS**, in the Articles of Treaty No. 5, Canada made certain undertakings including the following:

"And Her Majesty the Queen hereby agrees and undertakes to lay aside reserves for farming lands, due respect being had to lands at present cultivated by the said Indians and other reserves for the benefit of the said Indians, to be administered and dealt with for them by Her Majesty's Government of the Dominion of Canada, provided all such reserves shall not exceed in all one hundred and sixty acres for each family of five, or in that proportion for larger or smaller families ...";

and further pursuant to the said adhesion, Canada made certain undertakings to the Treaty Band, including the following:

"And His Majesty hereby agrees to set apart Reserves of land of like proportionate area to those mentioned in the original Treaty No. 5."

(which provisions of the treaty and of the adhesion are hereinafter collectively referred to as "the land entitlement provisions");

**AND WHEREAS** the Island Lake First Nations assert that there remains an obligation on the part of Canada to establish reserves for their use and benefit, as provided for in the Land Entitlement Provisions;

**AND WHEREAS** Canada and Manitoba agreed to enter into negotiations with the Island Lake First Nations with a view to resolving their claim for land entitlement under the Land Entitlement Provisions;



**AND WHEREAS** Canada and Manitoba desire to fully and finally settle any and all claims with respect to land entitlement of the Island Lake First Nations under the land entitlement provisions which the Island Lake First Nations ever had, now have, or may hereafter have against Canada and all obligations or undertakings between the parties in relation thereto;

**AND WHEREAS** Canada and each of the Island Lake First Nations have concluded a series of agreements (hereinafter collectively referred to as "the Canada-Island Lake First Nation Agreements") with respect to the fulfilment of Canada's undertaking and obligations to the Island Lake First Nations for land, which they ever had, now have, or may hereafter have under the land entitlement provisions;

**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, in part as follows:

"... and the Province will from time to time, upon the request of the Superintendent General of Indian Affairs, set aside, out of the unoccupied Crown lands hereby transferred to its administration, such further areas as the said Superintendent General may, in agreement with the Minister of Natural Resources of the Province, select as necessary to enable Canada to fulfil its obligations under the treaties with the Indians of the province, and such areas shall thereafter be administered by Canada in the same way in all respects as if they had never passed to the Province under the provisions hereof."

(hereinafter referred to as "paragraph 11 of the Manitoba Schedule to the Constitution Act, 1930");

**AND WHEREAS** Canada and Manitoba desire to fulfil their respective obligations so as to enable Canada to satisfy the claims of the Island Lake First Nations for land under the land entitlement provisions;

NOW THEREFORE, Canada and Manitoba agree as follows:

ARTICLE 1: LAND QUANTUM

1.1 Pursuant to paragraph 11 of the Manitoba Schedule to the Constitution Act, 1930 and in accordance with paragraphs (d) and (j) of section 5(1) of the Crown Lands Act, R.S.M. 1987, c. C340, as amended, but subject to the terms and conditions of this Agreement, Manitoba shall by Order in Council, transfer to Canada the administration and control of:

- (a) the lands legally described in Appendix "A" attached to this Agreement, being 5,000 acres more or less, (which lands are hereinafter referred to as "the Phase One settlement lands"); and
- (b) such further and other parcels of unoccupied provincial Crown land located in the general area shown on the map attached hereto and forming Appendix "B" as may be identified in accordance with Article 1.3, totalling approximately 95,000 acres (and which parcels are hereinafter referred to as "the Phase Two settlement lands")

for the purpose of permitting Canada to fulfil Canada's undertaking and obligations to the Island Lake First Nations for land under the land entitlement provisions.

1.2 In the event:

- (a) Manitoba does not transfer administration and control of some or all of the Phase One settlement lands to Canada; or



(b) Canada does not set some or all of the Phase One settlement lands apart as reserve for the use and benefit of the Island Lake First Nations, the amount of land comprising the Phase Two settlement lands shall be increased by an equivalent number of acres.

1.3 It is understood and agreed that the interest in the said lands to be transferred shall include all mines and minerals and all other reservations normally reserved to Manitoba under The Crown Lands Act or any other statute.

1.4 It is further understood that the Island Lake First Nations have, as between themselves and Canada, determined that specific parcels of the Phase One and Phase Two settlement lands are to be set apart for each of them to the exclusion of the others.

1.5 The Phase Two settlement lands shall be identified when all of the following conditions have been satisfied:

(a) in accordance with the terms of the Canada-Island Lake First Nations Agreements, one of the Island Lake First Nations makes a preliminary selection of land located within the area identified in Appendix "B", by means of delivering to Canada a duly executed Band Council Resolution evidencing same, together with a map of sufficient detail so as to permit such land to be readily identified;

(b) Manitoba has concurred with such preliminary selection, which decision Manitoba undertakes to deliver to Canada within 60 days of receiving the Band Council Resolution and map referred to herein (and failing which Manitoba agrees that any Island Lake First Nation which suffers damages or loss as a result may bring an action against Manitoba); and



- (c) Canada has concurred with such preliminary selections, which decision shall be made within a reasonable period of time following Canada being advised that Manitoba concurs with such preliminary selection.

## ARTICLE 2: LAND TRANSFER

2.1 The transfer of administration and control of the Phase One settlement lands from Manitoba to Canada shall take place upon all of the following conditions being fulfilled:

- (a) a plan of survey, paid for by Canada and approved by the Chief and a majority of the council of the Island Lake First Nation for which specific parcels of the Phase One settlement lands are intended to be set apart in accordance with the provisions of the Canada-Island Lake First Nations Agreement, the Surveyor General of Canada and the Director of Surveys (Manitoba) has been recorded and filed in the appropriate Land Titles Office and the Canada Land Survey Registry;
- (b) Manitoba passing the appropriate Order-in-Council;
- (c) Canada accepting such transfer for the purpose of setting such lands apart as reserve for the Island Lake First Nations in accordance with the provisions of the Canada-Island Lake First Nations Agreement; and
- (d) the Minister of Indian Affairs and Northern Development issuing third party interest replacement dispositions pursuant to the Indian Act for those third party interests set out in Appendix "C".

2.2 The transfer of administration and control of the Phase Two settlement lands from Manitoba to Canada shall take place upon all of the following conditions being fulfilled:

- (a) the identification of such lands having taken place in accordance with Article 1.3;
- (b) Canada granting the necessary approval pursuant to the Additions to Reserve Policy (or any policy which replaces same) to set the lands apart as reserve;
- (c) a plan of survey, paid for by Canada and approved by the Chief and a majority of the council of the Island Lake First Nation for which specific parcels of the Phase Two settlement lands are intended to be set apart in accordance with the provisions of the Canada-Island Lake First Nations Agreement, the Surveyor General of Canada and the Director of Surveys (Manitoba) has been recorded and filed in the appropriate Land Titles Office and the Canada Land Survey Registry;
- (d) such third party interests as may affect such lands being satisfied in a manner acceptable to Canada, Manitoba and the First Nation, it being understood and agreed that in no event shall Canada be responsible or liable for any costs incurred by Manitoba or the First Nation in connection with removing or discharging such a third party interest;
- (e) Manitoba passing the appropriate Orders-in-Council;  
and

- (f) Canada accepting the transfer of administration and control of such lands for the purpose of setting them apart as reserve.

2.3 For the purpose of this Agreement, "third party interest" means any right or interest in respect of:

- (a) the lands legally described in Appendix "A" and in which case such interests are identified in Appendix "C"; or
- (b) the lands within the area on the maps forming Appendix "B", and in which case such interests include, without limitation, any agreement to purchase, option to purchase, lease, option to lease, easement, permit, or license of any kind or nature whatsoever the holder of which interest is not Canada, Manitoba, or any of the Island Lake First Nations.

2.4 Upon the provisions of Article 2.1 being satisfied in full Canada shall take all necessary steps to accept the transfer of administration and control of the Phase One settlement lands and to set such lands apart as "reserves" under the Indian Act for the use and benefit of the Island Lake First Nation for which specific parcels of such lands are to be set apart in accordance with the provisions of the Canada-Island Lake First Nations Agreement.

2.5 Upon the provisions of Article 2.2 being satisfied in full Canada further agrees that Canada shall likewise take all necessary steps to accept the transfer of administration and control of the Phase Two settlement lands and to set specific parcels of such lands apart as "reserves" under the Indian Act for the use and benefit of the Island Lake First Nations in accordance with the provisions of the Canada-Island Lake First Nations Agreements.



**ARTICLE 3:       SURVEYS**

- 3.1 The required surveys of the Phase One and Phase Two settlement lands shall be undertaken and paid for by Canada and once approved survey plans are recorded and filed such survey plans will supersede and replace the existing legal description of such lands.

**ARTICLE 4:       FURTHER ENCUMBRANCES**

- 4.1 Manitoba shall not grant any interest in or right to use unoccupied provincial Crown lands (including the mines and minerals associated with those lands) within the area from which the Phase Two settlement lands may be identified (as shown on the maps forming Appendix "B") without the written consent of the Island Lake First Nations for a period of two years from the date this Agreement comes into effect.

**ARTICLE 5:       RELEASE AND INDEMNITY**

- 5.1 Subject to Articles 5.3 and 5.4, in consideration of this Agreement and in particular Manitoba's performance of the requirements specified in this Agreement, Canada does hereby release, and forever discharge Manitoba, her servants, agents and successors from any and all obligations of Manitoba arising out of paragraph 11 of the Manitoba Schedule to the Constitution Act, 1930 in regard to land to be provided by Canada to the Island Lake First Nations pursuant to the land entitlement provisions. Canada hereby undertakes that it will not make any further requests of Manitoba nor select any further lands pursuant to paragraph 11 of the Manitoba Schedule to the Constitution Act, 1930 relating to land to be provided by Canada to the Island Lake First Nations pursuant to the land entitlement provisions.

- 5.2 Subject to Articles 5.3 and 5.4, in further consideration of this Agreement and Manitoba's performance of the requirements specified in this Agreement, Canada does hereby indemnify and save harmless Manitoba from all manner of suits, actions, causes of action, claims, demands, damages, costs or expenses, liability and entitlement, initiated, made or incurred after this Agreement, whether known or unknown against Manitoba as a result of a decision of a court of competent jurisdiction obtained by the Island Lake First Nations, or any of them, including any heirs, successors or permitted assigns have against Manitoba and including any present or future claims against Manitoba relating to the subject matter of this Agreement to the extent Canada is entitled to indemnity from the Island Lake First Nations under the Canada-Island Lake First Nations Agreements.
- 5.3 Notwithstanding the provisions of Articles 5.1 or 5.2, in the event a court of competent jurisdiction determines that the Island Lake First Nations (or any of them) are entitled to land arising out of or by virtue of the provisions of Treaty No. 5 or the adhesion executed by the Treaty Band otherwise than the land entitlement provisions, the release provided for in Article 5.1 shall not operate in any way so as to bar Canada from making further requests of Manitoba for land or selecting further land pursuant to paragraph 11 of the Manitoba Schedule of the Constitution Act, 1930 to the extent of such entitlement.
- 5.4 Notwithstanding the provisions of Articles 5.1 and 5.3, it is expressly understood and agreed that the release and indemnity provided for in this Agreement by Canada and in favour of Manitoba are conditional and contingent upon Manitoba satisfying its obligations in full under Article 1.1.

**ARTICLE 6:        EFFECTIVE DATE**

6.1 This Agreement shall come into effect upon its execution and the execution of the Canada-Island Lake First Nations Agreements.

**ARTICLE 7:        PREVIOUS AGREEMENTS**

7.1 This Agreement shall, upon execution, replace and supersede all other agreements between the parties, relating to the subject matter of this Agreement, whether oral or in writing.

**ARTICLE 8:        INCORPORATION OF APPENDICES**

8.1 The following appendices are incorporated into this Agreement by reference and form part of it:

- "A" Legal description of the Phase One settlement lands
- "B" Map of the general area from which Phase Two settlement land may be identified
- "C" Third Party Interests in the Phase One settlement lands

**ARTICLE 9:        NO BENEFIT**

9.1 No member of the House of Commons, Senate, or the Legislative Assembly of the Province of Manitoba shall be entitled to any benefit from the terms of this 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

A blue ink signature, appearing to be "J. G. ...", is written over a horizontal line.

MINISTER OF INDIAN AFFAIRS AND  
NORTHERN DEVELOPMENT

HER MAJESTY THE QUEEN IN RIGHT  
OF MANITOBA

A blue ink signature, appearing to be "David Froese", is written over a horizontal line.

MINISTER OF NORTHERN AFFAIRS

## APPENDIX "A"

Administration and control of the following lands is to be transferred from Manitoba to Canada pursuant to Article 1.1(a) to be set apart by Canada for the use and benefit of the Saint Theresa Point First Nation as "reserve", within the meaning of the Indian Act, and comprise 1574.6 acres, more or less:

In the Province of Manitoba, in unsurveyed Township 57, Ranges 17 and 18, East of the Principal Meridian and being: all those lands not covered by water contained within the following limits: commencing at a Canada Lands Surveys short standard post cemented in an iron pipe in the Northern Boundary of Island Lake Indian Reserve No. 22 as shown on a Plan of Resurvey recorded in the Canada Land Surveys Records as No. 51229, a copy of which is filed in the Portage la Prairie Land Titles Office (Neepawa Division) as No. 4806, said post being shown on said Plan Three Thousand and Thirty Five and Eight-tenths feet distant Easterly on said boundary from the Southwest corner of said Indian Reserve; thence Southerly in a straight line drawn at right angles on its Eastern side to the said Boundary a distance of Three Thousand Nine Hundred feet; thence Easterly in a straight line drawn at right angles to the last described course a distance of Eighteen Thousand feet more or less to its intersection with the Ordinary High Water Mark of Dussault Bay in Island Lake; thence Northerly along said Ordinary High Water Mark to its intersection with the Northern end of the Easterly rectilinear Boundary of said Indian Reserve shown on said Plan; thence Southerly along said Boundary a distance of Forty Eight feet more or less to its intersection with the said Southern Boundary; thence Westerly along said Southern Boundary to the point of commencement.

Administration and control of the following lands is to be transferred from Manitoba to Canada pursuant to Article 1.1(a) to be set apart by Canada for the use and benefit of the Garden Hill First Nation as "reserve", within the meaning of the Indian Act, and comprise 1816.7 acres, more or less:

In the Province of Manitoba, in unsurveyed Township 56, Range 20 East of the Principal Meridian and being: all those lands not covered by water contained within the following described limits: commencing at the most Southerly point in the Eastern rectilinear Boundary of Island Lake Indian Reserve No. 22A as shown on a Plan of Resurvey recorded in the Canada Lands Surveys Records as No. 51230, a copy of which is filed in the Portage la Prairie Land Titles Office (Neepawa Division) as No.



4807, thence Northerly along said boundary to an iron bar cemented in rock as shown on said Plan to be a distance of Eight Thousand Seven Hundred Sixty-four and Six-tenths feet more or less from the point of commencement, thence Easterly in a straight line drawn at right angles to the last described course a distance of Five Thousand Two Hundred and Eighty feet, thence Southerly in a straight line drawn at right angles to the last described course a distance of Ten Thousand Nine hundred and Twenty Five feet, thence Southeasterly in a straight line forming an angle of One Hundred and Twenty-three degrees on its Northeastern side with the last described course a distance Nine Thousand Eight Hundred feet, thence Southerly in a straight line forming an angle of One Hundred and Twenty-three degrees on its Southwestern side with the last described course to the Ordinary High Water Mark of Island Lake, thence Northwesterly along said Ordinary High Water Mark to the point of commencement.

Administration and control of the following lands is to be transferred from Manitoba to Canada pursuant to Article 1.1(a) to be set apart by Canada for the use and benefit of the Wasagamack First Nation as "reserve", within the meaning of the Indian Act, and comprise 715.2 acres, more or less:

In the Province of Manitoba, in unsurveyed Township 57, Ranges 17 and 18 East of the Principal Meridian and being: all those lands not covered by water contained within the following limits: commencing at a Canada Lands Surveys short standard post cemented in an iron pipe in the Northern Boundary of Island Lake Indian Reserve No. 22 as shown on a Plan of Resurvey recorded in the Canada Lands Surveys Records as No. 51229, a copy of which is filed in the Portage la Prairie Land Titles Office (Neepawa Division) as No. 4806, said post being shown on said Plan Two Thousand Six Hundred Sixty-two and Nine-tenths feet distant Westerly on said boundary from the Ordinary High Water Mark of Wasagamack Bay in Island Lake; thence Northerly in a straight line a distance of Eleven Thousand feet, said line forming an angle of Seventy-seven Degrees on its Eastern side with the said Boundary; thence Easterly in a straight line parallel with said Boundary to the said Ordinary High Water Mark; thence Southerly along said Ordinary High Water Mark to its intersection with said Boundary; thence Westerly along said Boundary to the point of commencement.



Administration and control of the following lands is to be transferred from Manitoba to Canada pursuant to Article 1.1(a) to be set apart by Canada to be set apart for the use and benefit of the Red Sucker Lake First Nation as "reserve", within the meaning of the Indian Act, and comprise 369.3 acres, more or less:

In the Province of Manitoba, in unsurveyed Township 60, Ranges 3 and 4 East of the Second Meridian East and being: Parcel One: all that portion bounded as follows: on the West by the most Easterly rectilinear limit of the land shown bordered pink on a Plan of Survey filed in the Portage la Prairie Land Titles Office (Neepawa Division) as No. 6353, a copy of which is recorded in the Canada Lands Surveys Records as No. 63929; on the North by the Southern limit of the land shown bordered pink on a Plan of Survey filed in the said Office as No. 6291; on the East by the production Southerly of the most Easterly rectilinear limit of the land shown bordered pink on said Plan No. 6291; on the South by the Ordinary High Water Mark of Red Sucker Lake. Parcel Two: all those lands not covered by water contained within the following limits: commencing at the Northern end of the most Easterly limit of the land shown bordered pink on said Plan No. 6291; thence Northerly in the straight line production of said most Easterly limit a distance of Once Thousand Four Hundred and Ninety feet; thence Westerly at right angles to the last described course to the Ordinary High Water Mark of Red Sucker Lake; thence Southerly along said Ordinary High Water Mark to its intersection with the Northerly limit of the land shown bordered pink on said Plan 6291; thence Easterly along said Northerly limit to the point of commencement.





**APPENDIX "C"**

THERE ARE NO THIRD PARTY INTERESTS  
AFFECTING THE LANDS DESCRIBED IN  
APPENDIX "A"



**TRUST AGREEMENT**

**BETWEEN**

**THE ST. THERESA POINT  
INDIAN BAND,  
as represented by  
its Chief and Councillors**

**OF THE FIRST PART**

**-AND-**

**COUNCILLOR DAVID McDOUGALL,  
BILLY JOE FLETT, and CAMPBELL WOOD**

**OF THE SECOND PART**

**MARCH 14, 1994**

## **TRUST AGREEMENT**

**THIS AGREEMENT** made the 14th day of March, 1994.

**BETWEEN:**

**ST. THERESA POINT FIRST NATION,**  
as represented by its Chief and Council  
(hereinafter referred to as "First Nation")

**OF THE FIRST PART**

**- AND -**

**COUNCILLOR DAVID McDOUGALL,**  
**BILLY JOE FLETT, and CAMPBELL WOOD**  
(hereinafter individually referred to as a  
"Trustee", and collectively referred to as the  
"Trustees")

**OF THE SECOND PART**

**WHEREAS** Her Majesty the Queen in Right of Canada as represented by the Minister of Indian Affairs and Northern Development and the First Nation entered into a Settlement Agreement dated the 14th day of March, 1994 pursuant to which terms for the Settlement of the Treaty Land Entitlement Claim of the First Nation (as therein described) are set out;

**AND WHEREAS** pursuant to the Settlement Agreement Canada has agreed to provide the First Nation with a Federal Contribution in the amount of \$2,905,999.50;

**AND WHEREAS** the First Nation desires to establish a trust, to be known as the ST. THERESA POINT FIRST NATION TRUST, to receive and manage the Federal Contribution which is to be payable by Canada to the First Nation pursuant to the Settlement Agreement;

**AND WHEREAS** this Agreement has been ratified by the members of the First Nation on the 3rd day of February, 1994;

**NOW THEREFORE** the parties agree as follows:

**ARTICLE 1: DEFINITIONS****1.1 In this Agreement:**

- (1) "Acquisition Costs" means all costs incurred by the First Nation in relation to or arising out of the purchase of the Additional Lands (other than the price paid to the Vendor for the Additional Lands) and includes, without limitations, legal fees, applicable taxes, land search and transfer costs, survey costs and environmental screening costs and all reasonable costs associated directly and incurred in relation to the identification of the Additional Lands which the First Nation wishes to purchase, and the approval of such purchase by the First Nation;
- (2) "Additional Lands" means the land which the First Nation may purchase with some or all of the Federal Contribution including any lands the First Nation may purchase pursuant to the First Nation/Manitoba Purchase Agreement;
- (3) "Authorized Expenses" means the expenses reasonably incurred by the Trustees in carrying out the terms of this Agreement including, without limitation, reasonable remuneration to the Trustees for their services provided under this Agreement (but subject always to review by the Council or by a court of competent jurisdiction), reimbursement to Trustees in respect of expenses reasonably incurred by the Trustees in carrying out the terms of this Agreement, Trustee liability insurance and payment for the services of any employees or any advisors hired by the Trustees including, without limitation, legal counsel, accountants and auditors, bookkeepers and investment advisors hired by the Trustees to assist the Trustees in carrying out the terms of this Agreement;
- (4) "Authorized Investments" means the following types of investments which the Trustees are authorized to purchase with the Trust Property:



- (a) debt instruments issued or guaranteed by the Government of Canada, a province of Canada or a municipality of Canada;
  - (b) debt instruments including Bankers' acceptance issued or guaranteed by any of the chartered banks or licensed trust company;
  - (c) commercial paper issued by a corporation rated R-1 or A-1 by the Dominion Bond Rating Services or Canada Bond Rating Services up to a maximum of fifteen (15%) percent of the value of the Trust Property; or
  - (d) corporate bonds rated A or better by the Dominion Bond Rating Service or the Canada Bond Rating Services up to a maximum of fifteen (15%) percent of the value of the Trust Property;
- (5) "Band Council Resolution" means a resolution passed by a quorum of the Council at a duly convened meeting of the Council, which resolution has been reduced to writing and executed by a quorum of the Council;
- (6) "Band Development" means the investment and utilization of Trust Property for the purpose of Business, acquisition of land, minerals or improvements or any project for the use, development, advantage or benefit of the First Nation;
- (7) "Band Development Funds" means the Trust Property less the amount to be maintained in the Trust Account pursuant to subarticle 4.1(c) and any amount required to pay Authorized Expenses pursuant to subarticle 4.1(b);
- (8) "Band List" means the Band List of the Members of the First Nation as that term is defined in the Indian Act;
- (9) "Business" means an activity or undertaking for profit;

- (10) "Canada means Her Majesty in the Right of Canada;
- (11) "Council" means the Council of the First Nation, as that term is defined in the Indian Act;
- (12) "Federal Contribution" means the sum of \$2,905,999.50 to be paid to the First Nation by Canada pursuant to the terms of the Settlement Agreement;
- (13) "Financial Institution" means any chartered bank, licensed trust company or incorporated credit union or caisse populaire;
- (14) "Financial Management Plan" means a plan developed by the Council and approved by Canada which reflects discussions and measures being taken or to be taken within the directive on the First Nation indebtedness issued by the Manitoba regional office of the Department of Indian Affairs and Northern Development;
- (15) "First Nation" means the St. Theresa Point First Nation including all Members of the First Nation on a collective and an undivided basis;
- (16) "First Nation Development Corporation" means a Non-Profit Corporation established by the First Nation for the purposes of promoting the development of the First Nation;
- (17) "First Nation/Manitoba Land Purchase Agreement" means the agreement to be entered into by Manitoba and the First Nation pursuant to which the First Nation has the right to purchase 964,750.00 acres from Manitoba;
- (18) "Fiscal Year" means such period of not more than 12 months as may be established by the Trustees as the fiscal year of the First Nation Trust provided that until otherwise established

by the Trustees, the fiscal year shall terminate on the 31st day of March of each year;

- (19) "Indian Act" means the Indian Act, R.S.C. 1985, c. I-5 as the same may be amended or replaced from time to time;
- (20) "Manitoba" means Her Majesty in the right of the Province of Manitoba;
- (21) "Members of the First Nation" means a person whose name appears on the Band List or who is entitled to have their name appear on the Band List of the First Nation;
- (22) "Qualified Independent Auditor" means a Chartered Accountant, Certified General Accountant, or a Certified Management Accountant licensed to practice in the province of Manitoba and who is not a Trustee or related by blood or marriage to a Trustee;
- (23) "Revenues Realized" means the revenues that are actually realized during a Fiscal Year from the Trust Property, determined in accordance with Canadian generally accepted accounting principles, consistently applied including any capital gains realized on Authorized Investments as such gains are realized;
- (24) "Settlement Agreement" means the agreement between Canada and the First Nation pursuant to which terms for the settlement of the Treaty Land Entitlement claim of the First nation (as therein described) are set out;
- (25) "Trust Account" means the account so titled, to be established by the Trustees at a Financial Institution, into which Canada is to deposit the Federal Contribution;



(26) "Trust Property" means the Federal Contribution once deposited by Canada to the Trust Account (which for greater certainty includes any and all Authorized Investment instruments in which the monies in the Trust Account may, from time to time, be invested by the Trustees) as well as any additions or accruals thereto and also includes, without limitations, all Revenue Realized;

(27) "Trustee" means any one of the Trustees; and

(28) "Trustees" means, initially, those individuals who are signatories to this Agreement and who have been appointed to act as a Trustee and thereafter means individuals appointed in substitution or replacement of the Trustees.

1.2 In this Agreement the singular includes the plural and the masculine includes the feminine and vice versa.

1.3 Headings in this Agreement are inserted for reference only and shall not be used to construe the meaning of the Article they describe.

## **ARTICLE 2: ESTABLISHMENT OF TRUST**

2.1 The parties agree that the ST. THERESA POINT FIRST NATION TRUST is established pursuant to the terms of this Agreement upon the deposit of the Federal Contribution by Canada into the Trust Account.

2.2 The Trustees agree to accept and hold the Trust Property in trust for the First Nation upon and subject to the trusts set out in this Agreement.

- 2.3 Subject to the terms of this Agreement, all beneficial right, title, interest and benefit in and to the Trust Property shall vest in the First Nation.
- 2.4 Subject to the terms of this Agreement, all legal right, title, interest and benefit in and to the Trust Property shall vest in the Trustees to be administered by the Trustees on behalf of the First Nation according to the terms and conditions of this Agreement.

### ARTICLE 3: OPERATING OF ACCOUNT

- 3.1 Upon the execution of this Agreement by the Parties, the Trustees shall cause to be opened at a Financial Institution the Trust Account. The Financial Institution should carry deposit insurance sufficient to cover the full amount of the Trust Property at any time deposited in the Trust Account or invested with such Financial Institution.
- 3.2 Prior to the Trust Account being established with a Financial Institution, the Trustees agree to have the Financial Institution provide to Canada a letter in the form attached as Appendix "A" to this Agreement.
- 3.3 The Trustees may transfer the Trust Property to a different Financial Institution provided that:
- (a) the Trustees give the Council and the present Financial Institution thirty (30) days prior written notice of the intention of the Trustee to transfer the Trust Property;
  - (b) the new Financial Institution should carry deposit insurance sufficient to cover the full amount of the Trust Property at any time deposited in the Trust Account or invested with such Financial Institution;

- (c) the Trustees must, prior to the Trust Property being transferred, have the new Financial Institution provide to Canada a letter in the form attached as Appendix "A" to this Agreement; and
- (d) the Trustees must, prior to the Trust Property being transferred, have the new Financial Institution provide a copy of the letter referred to in subarticle (c) to the present Financial Institution.

#### ARTICLE 4: USE OF TRUST PROPERTY

4.1 The Trustees shall receive, hold and use the Trust Property upon trust for the benefit of the First Nation and shall only deal with the Trust Property upon the following specific trusts:

- (a) to purchase Authorized Investments provided that the Trustees shall be guided by the following principles:
  - (i) the Trustees' primary concern shall be to preserve the value of the Trust Property; and
  - (ii) the Trustees shall do whatever is legally possible to ensure that any Revenues Realized are protected from taxation;



- (b) to pay Authorized Expenses up to a maximum amount of \$30,000.00 in each Fiscal Year from Trust Property without the prior written authorization of the Council in the form of a Band Council Resolution;
- (c) to maintain the sum of at least \$964,750.00 of the Trust Property in the Trust Account or in Authorized Investments until called upon to disburse some or all such sum to the Council for the purpose of permitting the Council to purchase Additional Lands or for a period of five (5) years from the date hereof, whichever shall first occur, provided that no such funds shall be disbursed to the Council unless the Council first provides to the Trustees a Band Council Resolution setting out the following:
  - (i) as description of the Additional Lands which the Council proposes purchasing;
  - (ii) if the Additional Lands are being purchased from Manitoba, evidence that Manitoba is prepared to sell such Additional Lands to the First Nation;
  - (iii) confirmation that the Members of the First Nation have approved the purchase of such Additional Lands, at a meeting of the First Nation called and conducted in accordance with the usual practise of the First Nation in convening and holding meetings of the Members of the First Nation; and
  - (iv) the amount of funds necessary to effect the purchase and to pay the estimated Acquisition Costs associated with the purchase

and provided further that once the Trustees disburse these funds, or any portion thereof, to the Council in accordance with this subarticle the parties agree that the Trustees shall have no further responsibilities for the funds so disbursed and the Council shall be responsible for purchasing the Additional Lands and for ensuring that the provisions of the First Nation/Manitoba Land Purchase Agreement are satisfied, if applicable; and

- (d) to disburse any of the Band Development Funds in any of the following ways:
  - (i) to the Council to be utilized for Band Development purposes provided that no such funds shall be disbursed to the Council unless the Council first provides to the Trustees a Band Council Resolution setting out the following:
    - (A) a description of a Band Development proposal;
    - (B) the projected costs of the Band Development proposal; and
    - (C) confirmation that the members of the First Nation have approved the Band Development proposal at a meeting called and conducted in accordance with the usual practice of the First Nation in convening and holding meetings of the Members of the First Nation; or
  - (ii) subject to subarticle 4.1(e), by way of an interest free loan to the First Nation Development Corporation, on the condition that such funds be loaned by the First Nation Development Corporation to the First Nation on the following conditions:

- (A) the First Nation Development Corporation shall repay such funds to the Trustees within five (5) years or on the termination of this Agreement, whichever shall first occur;
- (B) the Band Development Funds borrowed by the First Nation from the First Nation Development Corporation shall be used by the First Nation in its Financial Management Plan in the event such a plan is in place;
- (C) the Trustees shall not forgive or compromise the loan made to the First Nation Development Corporation or the guarantee provided by the First Nation of such indebtedness; and
- (D) the loan to the First Nation Development Corporation by the Trustees shall only be on a one time basis and is not intended to be a repetitive or annual right; and
- (e) the Trustees shall only provide the loan to the First Nation Development Corporation referred to in subarticle 4.1(d)(ii) upon receipt from the Council of a Band Council Resolution setting out:
  - (i) the amount of the loan;
  - (ii) the timing of the repayment of the loan;
  - (iii) a commitment that such funds shall be used by the First Nation in its Financial Management Plan in the event such a plan is in place;
  - (iv) confirmation that the Members of the First Nation have approved the loan to the First Nation Development Corporation referred to in subarticle 4.1(d)(ii) at a meeting called and conducted in



accordance with the usual practice of the First Nation in convening and holding meetings of the Members of the First Nation; and

- (v) a guarantee that the First Nation will repay the loan referred to in subarticle 4.1(d)(ii) in the event the First Nation Development Corporation defaults on the repayment of the loan for whatever reason.

4.2 The Trustees or the Council shall not use the Trust Property, directly or indirectly, for a per capita distribution to any Member of the First Nation or to any other person or persons.

4.3 The Trustees shall not mortgage, pledge, hypothecate or in any way encumber the Trust Property or any interest thereon, for any purpose whatsoever, and the Trustees shall not lend, invest, release, distribute or advance Trust Property except as may be specifically authorized by this Agreement.

4.4 The Council shall ensure that the Additional Lands are not:

- (a) mortgaged, pledged or hypothecated unless such encumbrance has been ratified by the Members of the First Nation; or
- (b) transferred, except to Canada in the event same are to be set apart as a reserve within the meaning of the Indian Act for the use and benefit of the First Nation.

**ARTICLE 5: DISBURSEMENT OF TRUST PROPERTY**

5.1 Prior to the disbursement of the Trust Property as provided in subarticles 4.1(c) and (d), the Trustees shall provide to the Financial Institution an executed copy of the Band Council Resolution received from the Council. The parties agree that the Financial Institution shall not approve the disbursement of funds from the Trust Account for such uses until it has received such executed copy of the required Band Council Resolution.

**ARTICLE 6: TRUSTEES POWERS**

6.1 Subject to the terms of this Agreement, the Trustees are authorized and empowered to:

- (a) appoint a Financial Institution to be the depository for the Trust Property and to make such arrangements governing banking procedures as they may from time to time deem advisable including to;
- (b) sign all documents required by the Financial Institution for the purpose of the proper and effective administration of this Agreement;
- (c) retain, dismiss and replace independent advisers, including without limiting the generality of the foregoing, legal counsel, accountants, bookkeepers, investment advisers, stock brokers or other like professional persons or organizations to assist the Trustees in carrying out their responsibilities and obligations under this Agreement;

- (d) institute, prosecute and defend any suits or actions or other proceedings which may be necessary or advisable in the opinion of the Trustees for the preservation or protection of or realization of the Trust Property and may make applications to any Court of competent jurisdiction in respect of this Agreement; and
- (e) make and amend from time to time, such rules that they deem appropriate and reasonable to govern their procedures provided that such rules shall not be inconsistent with this Agreement, or any provisions of this Agreement or any laws which govern Trustees generally provided that, in the case of an inconsistency between this Agreement and any such rules the terms of this Agreement shall prevail.

#### **ARTICLE 7: DUTIES OF TRUSTEES**

- 7.1 The Trustees shall maintain accurate records of all transactions affecting the Trust Property, including the expenditure and investment of any of the Trust Property and shall have prepared within 90 days of the end of each Fiscal Year audited financial statements in accordance with Canadian generally accepted accounting principles, consistently applied. The Trustees shall have each of the financial statements audited by a Qualified Independent Auditor who shall provide a written report to the Trustees and to the Council forthwith upon completion of the audit of the financial statements.
- 7.2 The Trustee shall, upon receipt from the Qualified Independent Auditor of the written report on the financial statements for each Fiscal Year, post a notice at the First Nation's offices advising that the audited financial statements are completed and where a copy of these statements may be obtained by



Members of the First Nation. The Trustees shall provide a copy of the audited financial statements at no cost to any Member of the First Nation upon request.

7.3 The Trustees shall provide the Council with a copy of the audited financial statements forthwith on completion and a copy of all ledgers, registers, minutes of meetings of Trustees and documents or recordings of transactions affecting the Trust Property as and when so requested.

7.4 The Trustees shall:

(a) report to the Members of the First Nation annually on the administration and status of the Trust Property and the Trust generally; and

(b) attend membership meetings and meetings of the Council when requested by the Council.

7.5 The Trustees shall make every effort to ensure that the Trust is administered in such a manner so that income from the investment of the Trust Property is earned on a reserve.

#### **ARTICLE 8: NUMBER OF TRUSTEES AND TERM OF APPOINTMENT**

8.1 The number of Trustees shall be three (3), except pending the replacement of a Trustee.

8.2 Members of the First Nation shall, at a meeting of the First Nation called and held in accordance with the usual practise of the First Nation in calling meetings of the Members of the First Nation, appoint the Trustees so that:

(a) one (1) Trustee is a member of the Council; and

- (b) two (2) Trustees are each:
  - (i) Members of the First Nation;
  - (ii) at least eighteen (18) year of age; and
  - (iii) not members of the Council.
- 8.3 At all times, except pending the filling of a vacancy, the majority of the Trustees must be resident on a reserve.
- 8.4 The term of appointment for the Trustees shall be as follows:
  - (a) the Trustee who is a member of Council shall hold office until his or her term of office as a Councillor expires; and
  - (b) the remaining Trustees shall hold office for a term of three (3) years.
- 8.5 The parties confirm that the Trustees, who have executed this Agreement, have been appointed in accordance with article 8.2.
- 8.6 All Trustees, as a condition precedent to their appointment as a Trustee, shall obtain and at all times maintain in favour of the First Nation, a fidelity bond from a surety company acceptable to the Council in the penal sum that is not less than the Federal Contribution for the true and faithful performance of the Trustees' obligations under this Agreement provided that the Council, in their discretion, may by Band Council Resolution waive this requirement in respect of any particular Trustee.

**ARTICLE 9: REPLACEMENT AND RETIREMENT OF TRUSTEES**

**9.1 A Trustee shall serve until:**

- (a) he or she dies;
- (b) he or she retires or resigns;
- (c) he or she is bankrupt or charged with fraud or any other indictable offense, or any offense involving the Trust Property or the exercise of his or her responsibility as a Trustee;
- (d) he or she is legally declared to be mentally incompetent;
- (e) his or her term expires; or
- (f) he or she fails, after receipt of appropriate prior notice thereof, without a legitimate cause, to attend three consecutive meetings of the Trustees.

**9.2 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 Council as soon as reasonably possible, but in any event within thirty (30) days of the date the vacancy occurs. Such Trustee shall serve for the remaining term of the Trustee who has retired or resigned or has been deemed to have vacated his or her office by virtue of this article.**

**ARTICLE 10: CONDUCT OF MEETINGS**

**10.1 The conduct of all meetings of the Trustees shall be governed by the following rules:**

- (a) each Trustee shall be given notice of each meeting of the Trustees;
- (b) all of the Trustees must be present at meetings of the Trustees in person or attending by telephone or other communication facility which permits each Trustee to communicate with all of the other Trustees at the meeting;



- (c) the chairperson shall be the Trustee who is the member of the Council;
- (d) except as specifically otherwise provided or required herein, all decisions and actions of the Trustees shall be in accordance with the majority vote of the Trustees;
- (e) the chairperson shall be entitled to vote on all resolutions and in case of a tie, the chairperson or the acting chairperson shall cast a second or deciding vote; and
- (f) minutes of decision taken at all meetings of Trustees shall be recorded and such record shall be circulated to each Trustee and signed by the chairperson.

#### ARTICLE 11: CONFLICT OF INTEREST

11.1 Except as provided in this Agreement, a Trustee who:

- (a) is a party or 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 the terms and conditions of this Agreement; or
- (b) is a director, an officer or a principal related by blood or marriage to any person who is a director, an officer, or a principal in any corporation, business or partnership, which is a party to a material contract or proposed material contract with the Trustees entered into or to be entered into in accordance with the terms and conditions of this Agreement

shall disclose in writing to the other Trustees, or shall request to have entered in the minutes of meetings of Trustees, the nature and extent of such Trustees' relationship and the extent of his or her interest.

11.2 The disclosure required of a Trustee by article 11.1 of this Agreement shall be made:

- (a) at the meeting at which a proposed material contract is first considered by the Trustees;
- (b) if the Trustee was not then interested in a proposed material contract, at the first meeting after he or she becomes so interested;
- (c) if the Trustee becomes interested after a material contract is made, at the first meeting after he or she becomes so interested; or
- (d) if a person who is interested in a material contract becomes a Trustee subsequent to execution thereof, at the first meeting after he or she becomes a Trustee.

11.3 A Trustee described in article 11.1 shall not take part in discussions or deliberations concerning any such material contract and shall not vote or try to influence any other Trustee in any way on any resolution to approve the same.

11.4 A material contract is neither void or voidable by reason of a relationship contemplated in article 11.1 or by reason only that a Trustee with an interest in the material contract is present at a meeting of Trustees that authorized or approved the material contract if the Trustee disclosed his or her interest in accordance with article 11.1, as the case may be, the material contract was approved by the Trustees and was reasonable and fair to the First Nation at the time the material contract was approved.

**ARTICLE 12: LIABILITIES OF TRUSTEES**

12.1 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 this trust;

(d) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstance; or

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

12.2 The Trustees may act on the opinion or advice of or information obtained from any solicitor, accountant, financial advisor, banker or other expert and shall not be responsible for any loss occasioned by acting or by not acting as the case may be, provided their decision to act or not to act was otherwise reasonable in the circumstances.



**ARTICLE 13: AMENDMENTS**

13.1 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 five (5) years from the date hereof; and
- (b) the signing and delivery of any such amending agreement by the First Nation shall not be effective until ratified by the Members of the First Nation.

**ARTICLE 14: RATIFICATION**


14.1 Wherever this Agreement requires a ratification by the Members of the First Nation, 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 all Members of the Band, over the age of 18 years and who have not been found to be mentally incompetent or otherwise unable to manage their own affairs by a court of competent jurisdiction as of the date the ratification vote is to be held, shall be entitled to vote in such ratification.

**ARTICLE 15: MISCELLANEOUS TERMS**

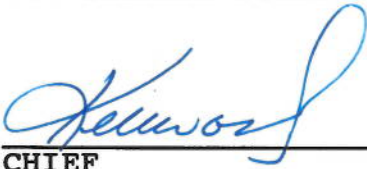
15.1 The terms of the trust constituted under this Agreement shall terminate 20 years after the signing of this Agreement on which date the Trust Property and copies of all documents and records of the administration of the Trust shall be transferred to the First Nation unless the parties agree, in writing, to terminate this Agreement sooner, provided that the signing and delivery of any such agreement by the First Nation shall not be effective until ratified by the Members of the First Nation.


15.2 This Agreement shall in all respects be interpreted and construed under and governed by the laws of the Province of Manitoba and the laws of Canada applicable thereto.

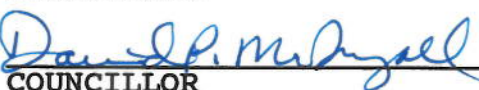
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first above written.


  
 WITNESS as to the signatures  
 of the Chief and Councillors

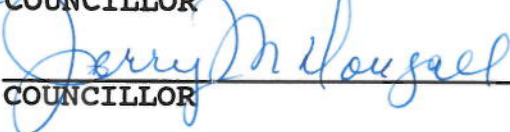
**ST. THERESA POINT FIRST NATION**

  
 CHIEF


  
 COUNCILLOR


  
 COUNCILLOR

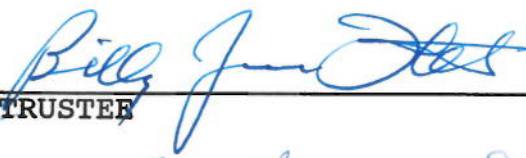
  
 COUNCILLOR


  
 COUNCILLOR

**TRUSTEES**

  
 WITNESS as to the signatures  
 of the Trustees

  
 TRUSTEE

  
 TRUSTEE

  
 TRUSTEE

## AFFIDAVIT OF EXECUTION

CANADA	)	I, _____
	)	of the _____ of _____, in
PROVINCE OF MANITOBA)		the Province of Manitoba,
	)	_____, make oath
TO WIT	)	and say:

1. THAT I was personally present and did see the within Instrument and Duplicates thereof duly signed, sealed, and executed by \_\_\_\_\_.
2. THAT the said Instrument and Duplicates were executed at the \_\_\_\_\_ of \_\_\_\_\_, in the Province of Manitoba.
3. THAT I know the said \_\_\_\_\_ and am satisfied that he/she is over the age of 18 years.
4. THAT I am the subscribing witness to the said Instrument and Duplicates.

SWORN before me at the \_\_\_\_\_ )  
 of \_\_\_\_\_, in the Province )  
 of Manitoba this \_\_\_\_\_ day of )  
 \_\_\_\_\_, 1994 )

\_\_\_\_\_  
 A Notary Public or  
 A Commissioner for Oaths in and  
 for the Province of Manitoba.

My commission expires: \_\_\_\_\_



## APPENDIX "A"

\_\_\_\_\_  
(Date)

The Minister of Indian Affairs  
and Northern Development  
c/o The Director of Lands and Trusts Services  
Department of Indian Affairs  
and Northern Development  
1100-275 Portage Avenue  
Winnipeg, Manitoba  
R3B 3A3

Dear sirs:

Re: ST. THERESA POINT FIRST NATION TRUST

Please be advised that (Name of Financial Institution) has been named by the Trustees as the Financial Institution at which the Trust Account contemplated by the agreement in writing dated February 15, 1994 between the ST. THERESA POINT FIRST NATION and the individuals named as TRUSTEES therein (the "Trust Agreement") is to be maintained.

We wish to confirm to you the following:

1. (Name of Financial Institution) is (a chartered bank, licensed trust company, incorporated credit union/caisse populaire).
2. (Name of Financial Institution) has received and has reviewed the Trust Agreement.
3. (Name of Financial Institution) hereby undertakes to ensure the Trust Account is operated in accordance with Article 5.1 of the Trust Agreement and, in particular, (Name of Financial Institution) hereby undertakes not to approve the disbursement of funds from the Trust Account until it has received an executed copy of the Band Council Resolutions required under Articles 4.1(c), 4.1(d)(i), and 4.1(e).
4. (Name of Financial Institution) shall not permit the transfer of the Trust Property to another Financial Institution unless:
  - (a) the Trustees have given (Name of Financial Institution) 30 days prior written notice of their intention to transfer the Trust Property;

- (b) the new Financial Institution is a chartered bank, licensed trust company, or incorporated credit union or caisse populaire; and
  - (c) the new Financial Institution has provided (Name of Financial Institution) with a true copy of a letter to the Minister in identical form to this letter.
5. The writer has the authority to provide you with this letter and to bind (Name of Financial Institution).

Yours truly,

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Position)



PEACE Hills TRUST

Gerry T. Kinsella, C.A.  
VICE PRESIDENT, CONTROLLER

Corporate Office  
Peace Hills Trust Tower  
10th Floor, 10011 - 109 Street  
Edmonton, Alberta T5J 3S8  
Telephone: (403) 421-1606  
Fax: (403) 426-6568

March 15, 1994

The Minister of Indian Affairs and  
Northern Development  
c/o The Director of Lands and Trusts Services  
Department of Indian Affairs and  
Northern Development  
1100 - 275 Portage Avenue  
Winnipeg, Manitoba  
R3B 3A3

Dear Sirs:

**RE: ST. THERESA POINT FIRST NATION TRUST**

Please be advised that Peace Hills Trust Company has been named by the Trustees as the Financial Institution at which the Trust Account contemplated by the agreement in writing dated February 15, 1994 between the St. Theresa Point First Nation and the individuals named as TRUSTEES therein (the "Trust Agreement") is to be maintained.

We wish to confirm to you the following:

1. Peace Hills Trust Company is a licensed trust company.
2. Peace Hills Trust Company has received and has reviewed the Trust Agreement.
3. Peace Hills Trust Company hereby undertakes to ensure the Trust Account is operated in accordance with Article 5.1 of the Trust Agreement and, in particular, Peace Hills Trust hereby undertakes not to approve the disbursement of funds from the Trust Account until it has received an executed copy of the Band Council Resolutions required under Articles 4.1(c), 4.1(d)(i), and 4.1(e).
4. Peace Hills Trust Company shall not permit the transfer of the Trust Property to another Financial Institution unless:
  - (a) The Trustees have given Peace Hills Trust Company 30 days prior written notice of their intention to transfer the Trust Property;

..../2



- (b) The new Financial Institution is a chartered bank, licensed trust company, or incorporated credit union or caisse populaire; and
  - (c) The new Financial Institution has provided Peace Hills Trust Company with a true copy of a letter to the Minister in identical form to this letter.
5. The writer has the authority to provide you with this letter and to bind Peace Hills Trust Company.

Yours truly,

**PEACE HILLS TRUST COMPANY**



Gerry T. Kinsella, C.A.  
Vice President, Controller

GTK/lk

**FIRST NATION/MANITOBA LAND PURCHASE AGREEMENT**

**BETWEEN**

**HER MAJESTY THE QUEEN IN RIGHT OF MANITOBA**  
as represented by the Minister of Natural Resources

**OF THE FIRST PART**

**- AND -**

**ST. THERESA POINT FIRST NATION**  
as represented by the Chief and Council of the First Nation

**OF THE SECOND PART**

**MARCH 14, 1994**

## **FIRST NATION/MANITOBA LAND PURCHASE AGREEMENT**

THIS PURCHASE AGREEMENT made effective the 14th day of March, 1994.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF MANITOBA**  
as represented by the Minister of Natural Resources  
(hereinafter called "Manitoba")

OF THE FIRST PART

- AND -

**ST. THERESA POINT FIRST NATION**  
as represented by the Chief and Council of the First Nation  
(hereinafter called the "First Nation")

OF THE SECOND PART

### **RIGHT TO PURCHASE**

1. Manitoba agrees that the First Nation shall be entitled to purchase unoccupied Provincial Crown lands in the total amount of 32,590 acres (hereinafter referred to as the "Additional Lands"). The right to purchase the Additional Lands shall be available for five (5) years from the date of this Agreement.

### **PURCHASE PRICE**

2. Manitoba agrees that the First Nation shall be entitled to purchase the Additional Lands for the sum of Twenty-five (\$25.00) Dollars per acre.

### **PROPERTY TO BE TRANSFERRED**

3. Manitoba agrees to sell the Additional Lands to the First Nation on the following conditions:

- (a) The Additional Lands are to be contiguous with one of the Island Lake First Nations reserves.
- (b) The Additional Lands will be held by a legal entity or entities identified by the First Nation and shall not constitute reserve land within the meaning of the *Indian Act*.



- (c) The First Nation shall be responsible for all costs of surveying, plan registration and registration of the transfer.
- (d) Unoccupied Provincial Crown land which have been set apart by Order in Council, which have existing dispositions or which are required for public purposes will not be available for purchase by the First Nation.
- (e) Conditions or restrictions may be placed on the title of any of the Additional Lands by Manitoba where necessary to protect certain interests of Manitoba, such as caveats to protect Manitoba from future claims for flooding, to enforce the right of buy back for public purposes, or to effect conservation.
- (f) The sale of Additional Land will ordinarily be subject to reservations to the crown contained in Section 4 of The Crown Lands Act which include, but are not limited to, the reservation of mines and minerals, sand and gravel, and one and one-half chain reservation along navigable waterways and provincial boundaries.

#### **PROCEDURE FOR PURCHASING LAND**

4. The right to purchase any Additional Lands shall be exercised by the First Nation delivering a written notice to Manitoba setting out the intention of the First Nation to purchase from Manitoba certain Additional Lands. This notice shall provide a description of these Additional Lands the First Nation wishes to purchase, sufficient for the lands to be identified, and shall specify the legal entities to hold the land.

5. Upon the receipt of the notice referred to in paragraph 4, Manitoba shall circulate the notice to governmental departments and agencies. Within sixty (60) days of the receipt of the notice, Manitoba shall advise the First Nation if the Additional Lands they have indicated their intention to purchase are available for sale. If the lands are not available for sale, Manitoba shall provide to the First Nation a written response setting out the reasons why the Additional Lands are not available for sale.

6. It is agreed that upon receipt by the First Nation of advice from Manitoba in accordance with paragraph 5 that the Additional Lands are available for sale, a binding agreement for sale and purchase of the land shall exist on the terms and conditions of this Agreement.

#### **TRANSFER OF TITLE**

- 7. (a) Manitoba shall, upon the First Nation filing of any necessary Plan of Survey at the appropriate Land Titles Office and upon providing a legal description to Manitoba identified Additional Lands, take all reasonable

steps to obtain an approval from a Lieutenant Governor in Council authorizing the sale of the identified Additional Lands to the First Nation.

- (b) Manitoba shall, forthwith, upon receiving from the Lieutenant Governor in Council authorization to sell the identified Additional Lands to the First Nation, notify the First Nation such approval has been granted and provide the First Nation or the First Nation's Law Firm with a Transfer under The Real Property Act in such form that upon registration of the same, title to the Additional Lands will issue in the name of the First Nation's legal entity subject only to the permitted conditions as set out in paragraph 3.
- (c) The First Nation agrees that the above Transfer shall not be used in any way until the First Nation or the First Nation's Law Firm has provided to Manitoba the total purchase price for the identified Additional Lands (for greater certainty being equal to the number of acres being purchased by the First Nation multiplied by \$25 per acre).

#### MISCELLANEOUS

8. For a period of five (5) years from the date of this Agreement, Manitoba shall not enter into any agreement granting any interest in or right to use unoccupied Crown lands, not including mines and minerals within the area identified on the map attached as Schedule "A" without the written consent of the First Nation except where those lands may be required for Public purposes.

9. This Agreement shall enure to the benefit of and be binding upon Manitoba and the Island Lake First Nations, their successors and assigns.

10. Notices required under this Agreement may be personally delivered or sent by prepaid registered mail to the parties at the following addresses:

#### **To Manitoba:**

Director Lands Branch  
Manitoba Natural Resources  
Box 20,000  
123 Main Street West  
Neepawa, Manitoba  
R0J 1H0

**To the St. Theresa Point First Nation:**

Chief and Council  
ST. THERESA POINT FIRST NATION  
St. Theresa Point, Manitoba  
R0B 1J0

and if mailed shall be deemed to have been received ninety-six (96) hours after deposit at the post office.

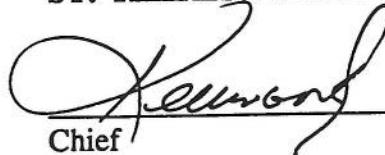
11. Time shall be in every respect of the essence of this Agreement.

IN WITNESS WHEREOF Manitoba and the St. Theresa Point First Nation have executed this Agreement on the date and year first above written.

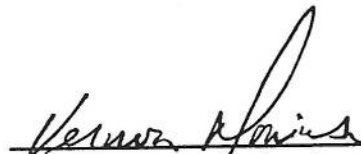
**HER MAJESTY THE QUEEN IN RIGHT  
OF MANITOBA AS REPRESENTED BY THE  
MINISTER OF NATURAL RESOURCES**

  
\_\_\_\_\_

**ST. THERESA POINT FIRST NATION**

  
\_\_\_\_\_

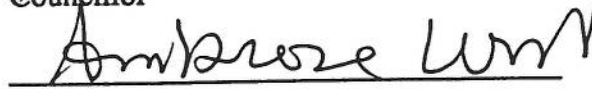
Chief

  
\_\_\_\_\_

Witness as to all the signatures  
of the Chief and Councillors

  
\_\_\_\_\_

Councillor

  
\_\_\_\_\_

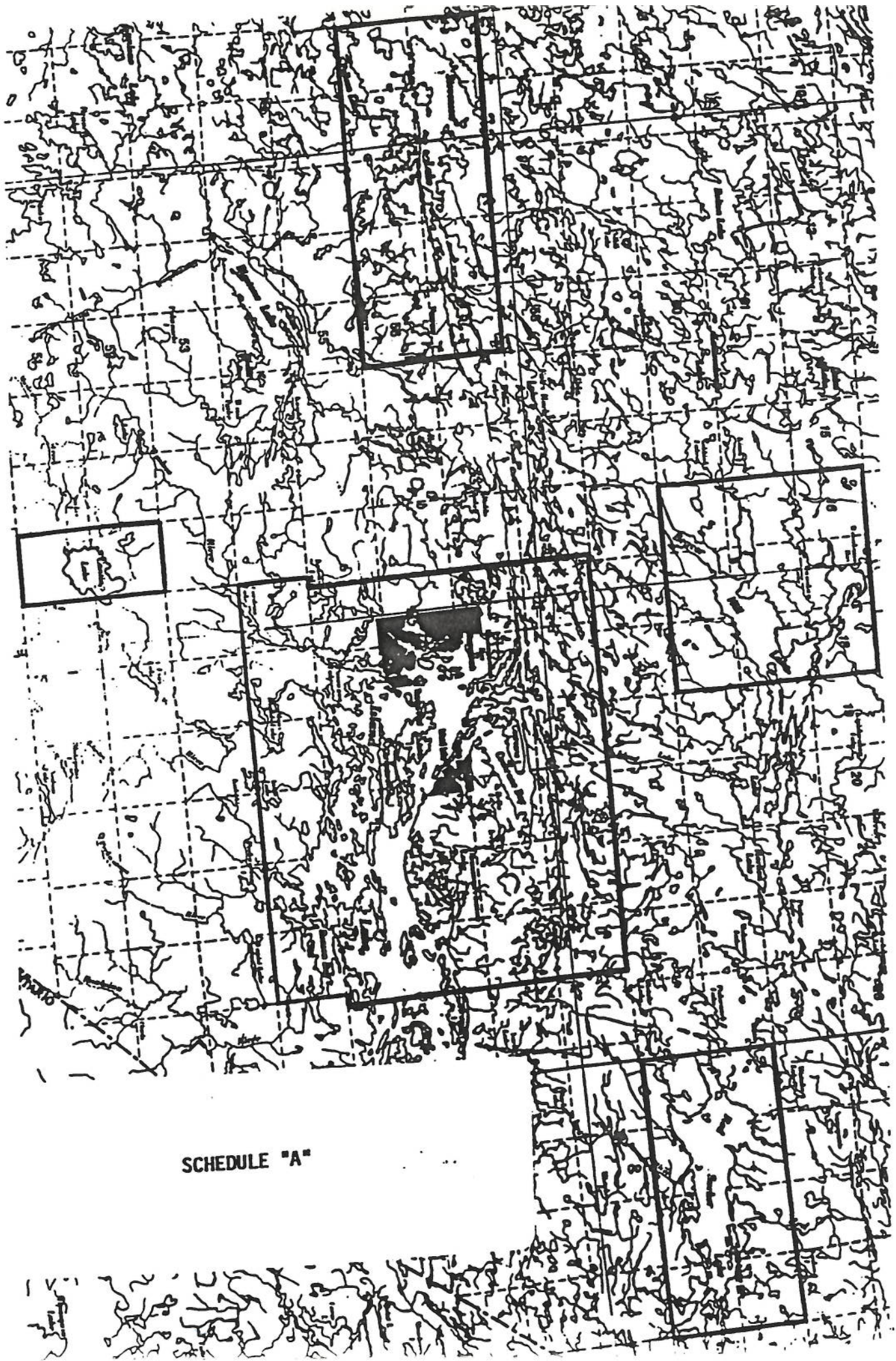
Councillor

  
\_\_\_\_\_

Councillor

\_\_\_\_\_  
Councillor





SCHEDULE "A"



**DIVISION OF ASSETS AGREEMENT**

**BETWEEN**

**ST.THERESA POINT FIRST NATION,  
as represented by its Chief and Councillors**

**OF THE FIRST PART**

**- AND -**

**WASAGAMACK FIRST NATION,  
as represented by its Chief and Councillors**

**OF THE SECOND PART**

**- AND -**

**GARDEN HILL FIRST NATION,  
as represented by its Chief and Councillors**

**OF THE THIRD PART**

**- AND -**

**RED SUCKER LAKE FIRST NATION,  
as represented by its Chief and Councillors**

**OF THE FOURTH PART**

**MARCH 14, 1994**

**DIVISION OF ASSETS AGREEMENT**

**THIS AGREEMENT** dated the 14th day of March, 1994.

**BETWEEN:**

**ST. THERESA POINT FIRST NATION,**  
as represented by its Chief and Councillors  
(hereinafter called "St. Theresa Point")

**OF THE FIRST PART**

**-AND-**

**WASAGAMACK FIRST NATION,**  
as represented by its Chief and Councillors,  
(hereinafter called "Wasagamack")

**OF THE SECOND PART**

**-AND-**

**GARDEN HILL FIRST NATION**  
as represented by its Chief and Councillors  
(hereinafter called "Garden Hill")

**OF THE THIRD PART**

**-AND-**

**RED SUCKER LAKE FIRST NATION,**  
as represented by its Chief and Councillors  
(hereinafter called "Red Sucker Lake")

**OF THE FOURTH PART**

**WHEREAS** St. Theresa Point, Wasagamack, Garden Hill and Red Sucker Lake (hereinafter collectively referred to as the "Island Lake First Nations") are the successors of the Island Lake Band, which adhered to Treaty No. 5 on or about August 13, 1909, a Treaty entered into by Her Majesty the Queen in Right of Canada with certain Bands of Saulteaux and Swampy Cree Indians, on or about September 20 and 24, 1875;

**AND WHEREAS** in 1925 Indian Reserve No. 22 in the amount of 14,806 acres and Indian Reserve No. 22A in the amount of 3,023.2 acres were set aside as reserves for the common use and benefit of the Island Lake Band;



AND WHEREAS the Minister of the Department of Indian Affairs and Northern Development on July 31, 1969, pursuant to Section 17(1)(a) of the Indian Act, authorized the division of the Island Lake Band into the four separate Bands, namely, St. Theresa Point, Wasagamack, Garden Hill and Red Sucker Lake First Nations, a copy of which Ministerial Order is attached hereto as Appendix "A";

AND WHEREAS in 1978 Indian Reserve No. 1976 in the amount of 255 acres was surveyed and set aside as a reserve for the sole and exclusive use and benefit of Red Sucker Lake;

AND WHEREAS Reserves No. 22 and No. 22A and the assets of the Island Lake First Nations according to the Ministerial Order dated July 31, 1969, were to be divided between the Island Lake First Nations "on a per capita basis in accordance with the wishes of the Indians concerned";

AND WHEREAS Canada has agreed to provide and set apart as a Reserve 100,000 acres of land plus a contribution of Nine Million (\$9,000,000.00) dollars to settle the outstanding Treaty land entitlement of the Island Lake First Nations under Treaty No. 5 adhered to by the Island Lake Band;

AND WHEREAS the Island Lake First Nations desire to enter into this Agreement to provide for the division of Indian Reserves No. 22 and No. 22A, all existing assets of the Island Lake First Nations according to Ministerial Order dated July 31, 1969 and to provide for the division of the 100,000 acres of land and the \$9,000,000.00 to be provided to the Island Lake First Nations by Canada, as described above;

NOW THEREFORE the Island Lake First Nations, jointly and severally, covenant and agree as follows:

**ARTICLE 1: DIVISION OF INDIAN RESERVES NO. 22, 22A AND 1976**

- 1.1 The Island Lake First Nations agree that Indian Reserve No. 22 in the amount of 14,806 acres shall be set aside for the sole and exclusive use and benefit of St. Theresa Point and Wasagamack. Indian Reserve No. 22 shall be divided between St. Theresa Point and Wasagamack such that 7,129 acres shall be set aside for the sole and exclusive use and benefit of St. Theresa Point and 7,677 acres shall be set aside for the sole and exclusive use and benefit of Wasagamack. St. Theresa Point and Wasagamack agree to determine the location of the boundary dividing Reserve No. 22 in the above amounts. St. Theresa Point's and Wasagamack's decision on the location of the boundary dividing Indian Reserve No. 22 shall be communicated to the Department of Indian Affairs and Northern Development by Band Council Resolution.
- 1.2 The Island Lake First Nations agree that Indian Reserve No. 22A in the amount of 3,023.2 acres shall be set aside for the sole and exclusive use and benefit of Garden Hill.
- 1.3 For greater certainty, the Island Lake First Nations acknowledge and agree that Indian Reserve No. 1976 in the amount of 255 acres was surveyed for the sole and exclusive use and benefit of Red Sucker Lake and shall continue to be set aside for the sole and exclusive use and benefit of Red Sucker Lake.

**ARTICLE 2: EXISTING ASSETS**

- 2.1 The Island Lake First Nations agree that all existing assets of whatever nature and kind, including all buildings and all equipment which belong to and are under the control of each of the Island Lake First Nations, shall remain the sole and exclusive property of the owning and/or controlling Island Lake First Nation.



- 2.2 The Island Lake First Nations agree that any assets presently owned jointly by the Island Lake First Nations shall be continued to be owned and administered jointly by the Island Lake First Nations, unless an Agreement otherwise is agreed to by Island Lake First Nations.

**ARTICLE 3: DIVISION OF TREATY LAND ENTITLEMENT - LANDS RECEIVED**

- 3.1 The Island Lake First Nations agree that the 100,000 acres of land to be provided and set apart as a Reserve by Canada to settle the Island Lake First Nations' outstanding Treaty Land Entitlement shall be divided between the Island Lake First Nations on a per capita basis using the Island Lake First Nations population as of July 31, 1992, according to the following formula:

$$\text{Number of Acres to be Received} = 118,084.2 \times \frac{\text{First Nation Population}}{\text{Total Population}} - \text{Existing Acres}$$

Where:

First Nation Population -	Represents the population of each Island Lake First Nation as of July 31, 1992;
Total Population -	Represents the total population of the Island Lake First Nations as of July 31, 1992; and
Existing Acres -	Represents the existing acres which the Island Lake First Nations have acknowledged and agreed are to be set aside for the sole and exclusive use and benefit of each Island Lake First Nation as determined by this Agreement

(Reserve no. 22 - St. Theresa Point and Wasagamack, Reserve No. 22A - Garden Hill, Reserve No. 1976 - Red Sucker Lake).



- 3.2 The Island Lake First Nations acknowledge that the population of each of the Island Lake First Nations and total population of the First Nations as of July 31, 1992 is as follows:

<u>First Nation</u>	<u>Population</u>
St. Theresa Point	2,317
Wasagamack	1,052
Garden Hill	2,673
Red Sucker Lake	<u>543</u>
TOTAL:	6,585

- 3.3 The Island Lake First Nations agree that the number of acres to be received by each of the Island Lake First Nations, pursuant to the Treaty Land Entitlement Settlement, is as follows:

<u>First Nation</u>	<u>Acres</u>
St. Theresa Point	34,413
Wasagamack	11,193
Garden Hill	44,907
Red Sucker Lake	<u>9,487</u>
TOTAL:	100,000

#### ARTICLE 4: TREATY LAND ENTITLEMENT - FEDERAL CONTRIBUTION

- 4.1 The Island Lake First Nations agree that the Nine Million (\$9,000,000.00) dollars to be provided to the Island Lake First Nations by Canada shall be divided between each of the Island Lake First Nations as follows:

<u>First Nation</u>	<u>Amount</u>
St. Theresa Point	\$2,905,999.50
Wasagamack	1,668,751.00
Garden Hill	3,254,620.50
Red Sucker Lake	<u>1,170,629.00</u>
TOTAL	<u>\$9,000,000.00</u>

**ARTICLE 5: RELEASE**

5.1 Each of the Island Lake First Nations agree to cede, release and abandon any right, title and interest which the Island Lake First Nations or any Island Lake First Nation Member whether past, present or future ever had, now have or may have in the following:

- (a) the interests in Reserves No. 22, No. 22A and No. 1976 which have not been retained by the Island Lake First Nation as part of their reserve or not set aside for the Island Lake First Nation, as determined by Article 1 of this Agreement;
- (b) any interest in existing assets not belonging to or under the control of a Island Lake First Nation as determined by Article 2 of this Agreement; and
- (c) any interest in any new lands set aside for the use and benefit of the other Island Lake First Nations pursuant to a Treaty Land Entitlement Settlement Agreement as determined by Article 3 of this Agreement.

IN WITNESS WHEREOF the St. Theresa Point First Nation, as represented by the Chief and Councillors of this First Nation for themselves and on behalf of the Indian of this First Nation, have executed this Agreement under their respective hands, this 14th day of March, 1994, at the Garden Hill Reserve in the Province of Manitoba.

Verna Power  
WITNESS as to the signatures of  
the Chief and Councillors

Kewon  
CHIEF

Ambrose Worn  
COUNCILLOR

David H. McInnis  
COUNCILLOR

Macdonald  
COUNCILLOR

Sherry McInnis  
COUNCILLOR

IN WITNESS WHEREOF the Wasagamack First Nation, as represented by the Chief and Councillors of this First Nation for themselves and on behalf of the Indian of this First Nation, have executed this Agreement under their respective hands, this 14th day of March, 1994, at the Garden Hill Reserve in the Province of Manitoba.

*[Signature]*

WITNESS as to the signatures of  
the Chief and Councillors

*[Signature]*  
CHIEF

*[Signature]*  
COUNCILLOR

*[Signature]*  
COUNCILLOR

*[Signature]*  
COUNCILLOR

COUNCILLOR

IN WITNESS WHEREOF the Garden Hill First Nation, as represented by the Chief and Councillors of this First Nation for themselves and on behalf of the Indian of this First Nation, have executed this Agreement under their respective hands, this 14th day of March, 1994 at the Garden Hill Reserve in the Province of Manitoba.

*[Signature]*

WITNESS as to the signatures of  
the Chief and Councillors

*[Signature]*  
CHIEF

*[Signature]*  
COUNCILLOR

*[Signature]*  
COUNCILLOR

*[Signature]*  
COUNCILLOR

COUNCILLOR



IN WITNESS WHEREOF the Red Sucker Lake First Nation, as represented by the Chief and Councillors of this First Nation for themselves and on behalf of the Indian of this First Nation, have executed this Agreement under their respective hands, this 14th day of March, 1994, at the Garden Hill Reserve in the Province of Manitoba.

*Eli Harper*

WITNESS as to the signatures of  
the Chief and Councillors

*[Signature]*  
CHIEF

*[Signature]*  
COUNCILLOR

*[Signature]*  
COUNCILLOR

*[Signature]*  
COUNCILLOR

*[Signature]*  
COUNCILLOR

## CERTIFICATE OF INDEPENDENT LEGAL ADVICE

**IN THE MATTER OF:** An Agreements between Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development, and the **St. Theresa Point First Nation** relating to the satisfaction of the entitlement of the **St. Theresa Point First Nation** to land under treaty (the "Settlement Agreement")

**AND IN THE MATTER OF:** Certain other agreements relating thereto, including, without limitation an agreement between the **St. Theresa Point First Nation** and certain individuals to be subsequently named, as trustees (the "Trust Agreement");

We, WILLIAM J. PILLIPOW and STEPHEN M. PILLIPOW, each being entitled to practise law in the Province of Saskatchewan and each being legal counsel to the **St. Theresa Point First Nation**, duly appointed, **DO HEREBY CERTIFY THAT:**

1. We are each entitled to practise law in the Province of Saskatchewan and have been advised by the Law Society of Manitoba that, for the purposes hereinafter described, it was not necessary for us to be called to the bar of the Province of Manitoba.
2. We have been retained to advise the **St. Theresa Point First Nation** with regard all matters relating to and arising out of its claim for land entitlement under the Land Entitlement Provisions of Treaty No. 5 and the adhesion hereto executed by the Island Lake Band (as that term is defined in the Settlement Agreement).
3. The **St. Theresa Point First Nation** appointed a Negotiating Committee to act on its behalf, composed of the following persons:  
  
Chief Ken Wood and Elder Gordie Wood of the St. Theresa Point First Nation  
Chief Alfred McDougall and Elder Jeremiah Wood of the Wasagamack First Nation  
Chief Geordie Little and Elder Moses Wood of the Garden Hill First Nation  
Chief Fred Harper and Elder Joshua Harper of the Red Sucker Lake First Nation  
Land Commissioner Ed Wood,  
Special Advisor Joe Guy Wood  
Consultant Sol Sanderson
4. We have fully explained to the Negotiating Committee the rights and obligations of the **St. Theresa Point First Nation** under the Settlement Agreement and Trust Agreement, including, without limitation:

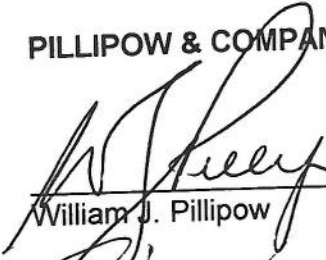
- (a) the entitlement of the **St. Theresa Point First Nation** to land pursuant to the Land Entitlement Provisions (as that term is defined in the Settlement Agreement) of Treaty No. 5 and the adhesion executed by the Island Lake Band; and
- (b) the treatment and placement of the Federal Contribution (as that term is defined in the Settlement Agreement) into the Trust Account, established pursuant to the Trust Agreement, rather than into the Consolidated Revenue Fund; and
- (c) the release and indemnification required by Canada from the **St. Theresa Point First Nation** in consideration of the terms of the Settlement Agreement as same appear therein.

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

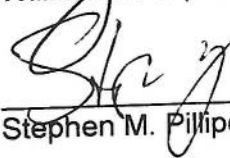
Dated at the City of Saskatoon, in the Province of Saskatchewan, this 9th day of March, 1994.

PILLIPOW & COMPANY

Per:

  
William J. Pillipow

Per:

  
Stephen M. Pillipow



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 St. Theresa Point First Nation relating to the satisfaction of the entitlement of the entitlement of the St. Theresa Point First Nation to land under treaty (the "Settlement Agreement")

AND IN THE MATTER OF:

A further Agreement relating thereto, being an agreement between the St. Theresa Point First Nation and certain 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, Joe Guy Wood being financial advisor to the St. Theresa Point First Nation duly appointed, DO HEREBY CERTIFY THAT:

1. I have been retained to advise the St. Theresa Point First Nation with regard to all matter relating to:
  - a) the investment of the Federal Contribution (as defined in the Settlement Agreement) which is to be paid by Canada to the First Nation and administered in accordance with the Trust Agreement;
  - b) the First Nation's options, duties, and liabilities in establishing the Trust Agreement; and
  - c) the rights, duties, responsibilities, and liabilities of the trustees appointed pursuant to the Trust Agreement.
2. I have fully and completely advised the Chief and Councillors of the First Nation and the members of the First Nation present at the Information Meetings listed below (held in accordance with the Ratification Procedures which form Schedule "E" of the Settlement Agreement):

DATE

JAN. 11, 1994

JAN. 26, 1994


LOCATION

BAND HALL

BAND HALL

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

DATED at the City of Winnipeg, in Manitoba, this 14<sup>th</sup> day of MARCH, 1994

A handwritten signature in dark ink, appearing to be "J. J. J.", is written over a horizontal line.