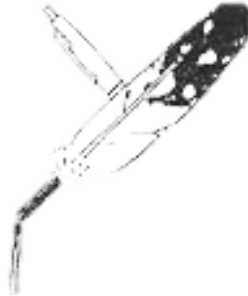


BEARDY'S & OKEMASIS LEGACY TRUST

DATED FOR REFERENCE THIS 6TH DAY OF FEBRUARY, 2017



BETWEEN:

BEARDY'S & OKEMASIS FIRST NATION

as represented by its duly elected Chief and Council
(the "First Nation")

– and –

ROYAL TRUST CORPORATION OF CANADA

being a corporate trustee duly registered and qualified
to carry on business in the Province of Saskatchewan
(the "Trustee")



TABLE OF CONTENTS

RECITALS 2

Article 1 – Definitions and Schedules 2

Article 2 – Creation of the Trust and Trust Account 7

Article 3 – Protection and Use of the Trust Property 8

Article 4 – Distribution to Beardy's & Okemasis Members 9

Article 5 – Special Loan Payments 10

Article 6 – Investment of Trust Property 10

Article 7 – Annual Payments 12

Article 8 – Authorized Loans and Authorized Loan Payments 13

Article 9 – Authorized Expenses 14

Article 10 – Duties of the Trustee 14

Article 11 – Powers of the Trustee 15

Article 12 – Liability of Trustee 17

Article 13 – Term, Resignation, Removal and Replacement of the Trustee 18

Article 14 – Amendments 19

Article 15 – Duration and Termination of the Trust 20

Article 16 – Notices 21

Article 17 – General 22



RECITALS

WHEREAS:

- A. The Beardy's & Okemasis First Nation (the "First Nation") filed a specific claim against Her Majesty the Queen in Right of Canada ("Canada") related to the unlawful termination of treaty annuity payments to members of the two First Nations in the aftermath of the 1885 Northwest Rebellion (the "Claim") and the Specific Claims Tribunal ordered Canada to pay compensation to the First Nation on December 23, 2016;
- B. The First Nation is establishing this Trust to receive any compensation paid or payable by Canada to the First Nation under a settlement or award relating to the Claim and to allow for the deposit of capital moneys, lease income, royalties, specific claim settlements, and any other monies which the First Nation may contribute from time to time to be managed and invested for the long-term use and benefit of the First Nation;
- C. The First Nation and the Trustee acknowledge and agree that any monies deposited to this Trust are intended to benefit the First Nation and shall be administered by the Trustee in accordance with this Agreement;
- D. The First Nation and the Trustee acknowledge that the First Nation, acting through its duly elected Chief and Council, is the Beneficiary of the Trust, with all of the rights and powers normally vested in a beneficiary to compel enforcement of the Trustee's duties under this Agreement;
- E. At a duly convened meeting of the Council held on the 6th day of February, 2017, the Council approved and authorized the execution of this Agreement and all related documentation on behalf of the First Nation.

NOW THEREFORE, the First Nation and the Trustee agree as follows:

Article 1 – Definitions and Schedules

- 1.1 In this Agreement, unless the context otherwise requires, the following words, expressions and terms shall have the following meanings:
 - (a) **"Agreement"** means this trust agreement, including the attached schedules, as amended from time to time;
 - (b) **"AmTrust"** means AmTrust Europe Limited;
 - (c) **"AmTrust Insurance Policy"** means the Legal Funding Insurance Policy and Surety Bond issued by AmTrust which provides security for the repayment in full of any amounts drawn down on the line of credit and owing under the FNBC Loan Agreement in the event that the Claim is not resolved successfully;
 - (d) **"Annual Income"** means all income for Canadian federal income tax purposes arising from the Trust Property in any Fiscal Year as determined in accordance with the *Income Tax Act* but without reference to subsection 104(6) of the *Income Tax Act*, including, but



not limited to, interest, dividends and the taxable portion of the aggregate of the capital gains less the aggregate of the capital losses realized by the Trust during such Fiscal Year, and less all expenses and deductions eligible for Canadian federal income tax purposes;

- (e) **“Annual Payment”** means
 - (i) in the initial Fiscal Year upon receipt of Compensation, an amount equal to four percent (4%) of the Trust Property (including the value of any Compensation payable by instalments or a payment schedule in any settlement agreement or court order) prorated for the initial Fiscal Year based on the number of days from the Compensation Date until the end of the Fiscal Year; and
 - (ii) for every Fiscal Year thereafter, an amount equal to four percent (4%) of the average market value of the Trust Property (including the value of any Compensation payable by instalments or a payment schedule in any settlement agreement or court order) on December 31 for the preceding five (5) Fiscal Years but not including any period prior to the Compensation Date;
- (f) **“Auditor”** means an auditor who is a member in good standing of an institute or association of accountants licensed to conduct business in the Province of Saskatchewan and who is independent of the Council and the Trustee;
- (g) **“Authorized Expenses”** means the expenses reasonably incurred by the Trustee in each Fiscal Year in carrying out the terms of this Agreement, including the payment of remuneration as set out in the Trustee Services Agreement, administrative, accounting, legal, investment management, and other costs, but not including any costs of the First Nation (including any costs of the Council, the Council’s members or the First Nation administration) incurred in performing any of its or their respective obligations in relation to the operation of this Trust;
- (h) **“Authorized Investment”** means any investment purchased with funds from the Trust Account providing that all such investments are made in accordance with this Agreement, the Investment Policy and the principles governing the prudent investment of Trust Property as set out in the *Trustee Act*;
- (i) **“Authorized Loan”** means a loan from a Financial Institution to the First Nation that is approved pursuant to Article 8;
- (j) **“Authorized Loan Payments”** means those payments of principal and interest made by the Trustee, for and on behalf of the First Nation, to a Financial Institution in respect of an Authorized Loan that is approved pursuant to Article 8;
- (k) **“Beardy’s & Okemasis Cree Nation Financial Management Act”** means a law enacted by the First Nation pursuant to section 9 of the *First Nations Fiscal Management Act* to govern the management and expenditure of monies in and from the Revenue Account and which must be in force and effect prior to the transfer of Annual Income to the Revenue Account;



- (l) **“Beardy’s & Okemasis Revenue Account” or “Revenue Account”** means the account to be established by the Council in a Financial Institution at a branch situated on an Indian reserve and governed by the *Beardy’s & Okemasis Cree Nation Financial Law*;
- (m) **“Beneficiary”** means the Beardy’s & Okemasis First Nation as represented by its duly elected Council;
- (n) **“Business Development Loan”** means a loan from a Financial Institution to the First Nation in accordance with Article 5, the proceeds of which shall be used for construction and development of gas station or such other business as may be approved by Chief and Council;
- (o) **“Business Development Loan Payments”** means those payments of principal and interest in respect of the Business Development Loan, such payments to be made by the Trustee from the Trust Property in instalments sufficient in amount to retire the Business Development Loan within a period not exceeding ten (10) years;
- (p) **“Canada”** means Her Majesty the Queen in Right of Canada;
- (q) **“Claim”** means all facts, matters, issues, causes of action, and specific claims asserted against Canada in relation to Canada’s unilateral and unlawful termination of treaty annuity payments to the Beardy’s & Okemasis First Nation in the aftermath of the 1885 Northwest Rebellion;
- (r) **“Compensation”** means the total sum paid or payable to the First Nation by Canada pursuant to a negotiated settlement agreement or an award made by a tribunal or court of law in relation to the Claim;
- (s) **“Compensation Date”** means the first date when all or any portion of the Compensation is paid into the Trust;
- (t) **“Council”** means the duly elected Chief and Council of the First Nation which is also a “council of the band” within the meaning of the *Indian Act*;
- (u) **“Council Resolution”** means a written resolution of the Council, signed by at least a Quorum of the Council, which resolution has been passed by the Council at a duly convened Council meeting;
- (v) **“Debt Consolidation Loan”** means a loan from a Financial Institution to the First Nation in accordance with Article 5 on a one-time only basis, the proceeds of which shall be used to discharge existing loans and debts of the First Nation;
- (w) **“Distribution”** means the one-time per capita distribution payment made to the Members in accordance with Article 4 of this Agreement;
- (x) **“Distribution Account”** means an account established by the Council in a Financial Institution on an Indian reserve for the sole purpose of receiving funds from the Trust Account to pay the Distribution in accordance with Article 4 of this Agreement;



- (y) **“Distribution Loan”** means a loan from a Financial Institution to the First Nation in accordance with Article 5 on a one-time only basis, the proceeds of which shall be deposited to the Distribution Account;
- (z) **“Elector”** means a person who is on the Membership List and is eighteen (18) years of age or older or a person who otherwise meets the definition of an Elector pursuant to any applicable code or law enacted by the First Nation from time to time;
- (aa) **“Financial Institution”** means a bank, trust company or credit union duly licensed to conduct business in the Province of Saskatchewan and may include an affiliate or related party of the Trustee;
- (bb) **“Fiscal Year”** means the period beginning on January 1 and ending December 31 of each calendar year;
- (cc) **“FNBC”** means the First Nations Bank of Canada;
- (dd) **“FNBC Loan Agreement”** means the loan agreement between FNBC and the First Nation establishing a loan to be used solely for the payment of legal fees, expert reports, and other expenses related to the Claim pursuant to the terms of such agreement;
- (ee) **“FNBC Loan Amount”** means the full amount of the principal, interest, fees, costs and any arrears or other amounts owing under the FNBC Loan Agreement;
- (ff) **“Income Tax Act”** means the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Suppl.), as amended or replaced from time to time;
- (gg) **“Indian Act”** means the *Indian Act*, R.S.C. 1985, c. I-5, as amended or replaced from time to time;
- (hh) **“Insurance Costs”** means any Supplemental Premium and Termination Premium (as those terms are defined in the AmTrust Insurance Policy) payable upon the successful conclusion of the Claim;
- (ii) **“Investment Consultant”** means a person with a Chartered Financial Analyst designation that is not engaged in the sale of securities or investment products, who may be retained by the Council to provide independent financial advice to the Council and Trustee on the development of the Investment Policy, the selection, monitoring, and evaluation of Investment Managers and portfolio performance;
- (jj) **“Investment Management Agreement”** means an agreement between the Trustee and an Investment Manager which sets out the delegated powers, authority, and obligations of the Investment Manager with respect to the investment of the Trust Property;
- (kk) **“Investment Manager”** means a firm which is duly registered to conduct business in the Province of Saskatchewan, that has obtained registration with a provincial securities commission as a portfolio manager, or as the term is amended from time to time, under and pursuant to section 7.2(1) of National Instrument 31-103, Registration Requirements and Exemptions, as amended from time to time, and whose revenue is



derived from the discretionary management of investment portfolios;

- (ll) **"Investment Policy"** means a Statement of Investment Policies and Procedures which sets out the policy, objectives and framework for the investment of Trust Property in Authorized Investments and includes such matters as the performance objectives of Investment Managers, risk tolerance, asset allocation limits, permitted categories of investments, and any restrictions on the quantity and quality of investments;
- (mm) **"Legal Costs"** means the contingency fee earned by Maurice Law Barristers & Solicitors pursuant to the terms of the retainer agreement entered into between the First Nation and Maurice Law Barristers & Solicitors dated May 27, 2008 as may be amended from time to time;
- (nn) **"Member"** means an individual who is registered or entitled to be registered on the Membership List for the First Nation;
- (oo) **"Membership List"** means those persons registered on the membership list of the First Nation maintained by the Department of Indian and Northern Affairs Canada or by the First Nation if it has assumed control of its membership list pursuant to section 10 of the *Indian Act*;
- (pp) **"Party"** means the First Nation or the Trustee as the context requires and **"Parties"** means both of them;
- (qq) **"Promissory Note"** means an instrument substantially in the form attached as Schedule "A" which may be issued by the Trustee to the Beneficiary as evidence of an obligation to pay the amount referred to in the Promissory Note from Trust Property without interest upon demand by the First Nation;
- (rr) **"Quorum"** means a majority of the members of the Council;
- (ss) **"Secondary Income"** means income derived from the investment of any Annual Income retained within the Trust in any Fiscal Year;
- (tt) **"Special Loan Payments"** means those payments of principal and interest in respect of the Business Development Loan, Distribution Loan, and Debt Consolidation Loan, such payments to be made by the Trustee from the Trust Property in instalments sufficient in amount to retire the Distribution Loan and Debt Consolidation Loan within a period not exceeding ten (10) years;
- (uu) **"Trust"** means the Beardy's & Okemasis Legacy Trust created by this Agreement;
- (vv) **"Trust Account"** means the trust account established and maintained by the Trustee in accordance with the terms of this Agreement;
- (ww) **"Trust Property"** means all monies or property paid, donated, sold or otherwise transferred, caused to be transferred to, vested or caused to be vested by or on behalf of the Beneficiary and accepted by the Trustee for deposit in the Trust Account from time to time, together with all Authorized Investments, accretions thereto, and all



income derived from such investments, but for greater certainty the Trust Property does not include any monies that have been distributed to the Revenue Account, Distribution Account, or any Authorized Loan Payments or Distribution and Debt Consolidation Loan Payments paid on behalf of the First Nation by the Trustee in accordance with the terms of this Agreement, nor any other distributions properly made under this Agreement or as permitted by law;

- (xx) **"Trustee"** means initially the Royal Trust Corporation of Canada, and thereafter, any Financial Institution or company which is authorized to carry on business as a trustee in the Province of Saskatchewan and which is from time to time appointed subsequently or in substitution for the Trustee in accordance with the terms of this Agreement;
- (yy) **"Trustee Act"** means *The Trustee Act*, S.S. 2009, c. T 23.01 as amended;
- (zz) **"Trustee Services Agreement"** means an agreement between the Trustee and the First Nation setting out the terms of appointment of the Trustee, remuneration, and any additional or ancillary responsibilities of the Trustee that are not otherwise specified in this Agreement.

1.2 The attached "Schedule A – Form of Promissory Note" forms part of this Agreement.

Article 2 – Creation of the Trust and Trust Account

- 2.1 This Trust shall come into effect upon the transfer of one hundred dollars (\$100) from the First Nation, as settlor, to the Trustee to be deposited to the Trust Account. The First Nation authorizes and irrevocably directs Canada to deposit any Compensation payable to the First Nation to the Trust Account.
- 2.2 The First Nation appoints the Trustee, and the Trustee accepts such appointment, to hold the Trust Property in trust for the long term use and benefit of the Beneficiary in accordance with this Agreement.
- 2.3 Upon execution of this Agreement, the Trustee shall open the Trust Account in a Financial Institution for the deposit of the Compensation and any other monies to the Trust by or on behalf of the First Nation.
- 2.4 All legal right, title, and interest in and to the Trust Property shall vest in the Trustee and there shall be no power of appointment, revocation, amendment or variation, except in accordance with the terms of this Agreement or as permitted by a court of law.
- 2.5 All beneficial right, title, interest and benefit in and to the Trust Property shall vest in the Beneficiary.
- 2.6 The Trustee acknowledges that the Compensation shall be deposited by or on behalf of the First Nation to the Trust Account. Any monies deposited or transferred to the Trust Account and accepted by the Trustee are deemed to be contributed by the First Nation and shall be added to the Trust Property and governed by the terms of this Agreement.



Article 3 – Protection and Use of the Trust Property

- 3.1 The Trustee shall protect and manage the Trust Property for the long term use and benefit of the Beneficiary. The Trust Property cannot be expended, released, distributed or advanced except as otherwise provided in this Agreement.
- 3.2 Except as expressly provided in this Agreement, the Trustee shall not:
- (a) allow any encroachment, lend, release, distribute or advance any part of the Trust Property;
 - (b) allow or cause the Trust Property to be used as security or collateral for any loan, mortgage, pledge, security interest or any other charge; or
 - (c) to the extent permitted by law, allow or cause the Trust Property to be subject to attachment, seizure, distress or execution or any other process for the enforcement of a claim against the First Nation or any of its Members.
- 3.3 The Trust Property shall only be used or distributed by the Trustee for the following purposes:
- (a) *FNBC Loan Agreement*: the First Nation acknowledges that the FNBC Loan Agreement has first priority over all other obligations under this Trust and hereby authorizes and irrevocably directs the Trustee to pay the FNBC Loan Amount to FNBC within seven (7) days of the Compensation Date;
 - (b) *Insurance Costs*: the First Nation acknowledges that the Insurance Costs rank second in priority over all other obligations under this Trust and hereby authorizes and irrevocably directs the Trustee to pay, after payment of the FNBC Loan Amount, the Insurance Costs owing and payable to AmTrust pursuant to the terms of the AmTrust Insurance Policy within seven (7) days of the Compensation Date;
 - (c) *Legal Costs*: The First Nation acknowledges that Legal Costs rank third in priority over all other obligations under this Trust and hereby authorizes and irrevocably directs the Trustee to pay any Legal Costs owing and payable to Maurice Law Barristers & Solicitors. Legal Costs shall be paid in five (5) equal instalments with twenty percent (20%) payable to Maurice Law Barristers & Solicitors within seven (7) days of the Compensation Date and four (4) additional payments of twenty percent (20%) plus interest of four percent (4%) per annum on the unpaid balance on each anniversary following the Compensation Date. Notwithstanding the above, the Council may, at any time, authorize and direct the Trustee by Council Resolution to pay to Maurice Law Barristers & Solicitors the balance of the outstanding contingency fee and any interest owing to Maurice Law Barristers & Solicitors as of the date of such payment;
 - (d) *Distribution to Beardy's & Okemasis Members*: following payment of the amounts set out in Articles 3.3 (a) to (c) of this Agreement, the First Nation authorizes and irrevocably directs the Trustee to transfer from the Trust Account to the Distribution Account those amounts necessary to enable the First Nation to make the Distribution to Members, subject to and in accordance with Article 4 of this Agreement;



- (e) *Special Loan Payments*: to make the Business Development Loan, Distribution Loan, and Debt Consolidation Loan Payments, subject to and in accordance with Article 5;
- (f) *Investment of Trust Property*: to purchase Authorized Investments, subject to and in accordance with Article 6;
- (g) *Annual Payments*: to make the Annual Payment in each Fiscal Year, subject to and in accordance with Article 7;
- (h) *Authorized Loans and Authorized Loan Payments*: to make Authorized Loan Payments on behalf of the First Nation, subject to and in Accordance with Article 8; and
- (i) *Authorized Expenses*: to pay Authorized Expenses, subject to and in accordance with Article 9.

3.4 For the purposes of making payments under Articles 3.3 (a) to (c) of this Agreement:

- (a) a certificate in writing signed by a manager of FNBC setting forth the amount of the FNBC Loan Amount pursuant to the FNBC Loan Agreement shall be conclusive evidence as to the said amount owing and payable under Article 3.3 (a) of this Agreement;
- (b) a certificate in writing signed by a manager of AmTrust setting forth the amount of the Insurance Costs owing to AmTrust pursuant to the AmTrust Insurance Policy shall be conclusive evidence as to the said amount owing and payable under Article 3.3 (b) of this Agreement; and
- (c) a certificate in writing signed by a partner of Maurice Law Barristers & Solicitors setting forth the amount of Legal Costs shall be conclusive evidence as to the said amount owing and payable under Article 3.3 (c) of this Agreement.

Article 4 – Distribution to Beardy's & Okemasis Members

- 4.1 Upon receipt of all or any portion of the Compensation in the Trust, and after the Trustee has paid the amounts owing under Articles 3.3 (a) to (c) of this Agreement, the First Nation authorizes and directs the Trustee to transfer from the Trust Account to the Distribution Account such amount as required to make a one-time lump sum payment of two hundred and fifty dollars (\$250) to each Member from the Distribution Account.
- 4.2 Within ten (10) days of the Compensation Date or as soon as practicable, the Council shall provide the Trustee with a Council Resolution setting out the list of Members alive on the Compensation Date, the amount payable to the Members, and the timeframes, rules and procedures as may be established by the Council for the Distribution. Upon receipt of the Council Resolution, the Trustee shall immediately transfer to the Distribution Account an amount equal to the sum approved by Council for the Distribution in Article 4.1 multiplied by the number of Members provided in the Council Resolution.
- 4.3 Six (6) months after the transfer of monies from the Trust Account to the Distribution Account under this Article, the Council shall direct that any funds remaining in the Distribution Account be transferred into the Trust Account as a contribution to the Trust.



- 4.4 Following the transfer of such funds pursuant to Article 4.3, and upon receipt of a Council Resolution confirming that a Member who was alive on the Compensation Date did not receive payment of the Distribution, the Trustee is authorized and directed to pay any unpaid Distribution owing to such Member from Trust Property.

Article 5 – Special Loan Payments

- 5.1 Subject to this Article, the Trust Property may be used to:
- (a) secure, on a one-time only basis, a Business Development Loan, Distribution Loan, and a Debt Consolidation Loan and to use the Trust Property as collateral, including granting a mortgage, pledge, security interest or charge against all or any portion of the Trust Property; and
 - (b) make Special Loan Payments on behalf of the First Nation.
- 5.2 Where the Council enters into a Business Development Loan, Distribution Loan, or Debt Consolidation Loan, the Council shall provide the Trustee with a Council Resolution and attached loan documentation:
- (a) setting out the amount of the Distribution Loan up to a maximum of one million dollars (\$1,000,000) and repayment term up to a maximum of ten (10) years;
 - (b) setting out the amount of the Debt Consolidation Loan up to a maximum of two million three hundred thousand dollars (\$2,300,000) and repayment term up to a maximum of ten (10) years;
 - (c) setting out the amount of the Business Development Loan up to a maximum of three million five hundred thousand dollars (\$3,500,000) and repayment term up to a maximum of ten (10) years;
 - (d) authorizing and directing the Trustee to use the proceeds of the Debt Consolidation Loan to discharge all existing loans and debts, particulars of which shall be provided in a schedule to the Council Resolution;
 - (e) authorizing and directing the Trustee to use the Trust Property as collateral, including granting a mortgage, pledge, security interest or charge against all or any portion of the Trust Property to secure the Business Development Loan, Distribution Loan, and Debt Consolidation Loan and to make all Special Loan Payments as they become due and payable until the Special Loans have been paid in full.
- 5.3 The Trustee may make Special Loan Payments notwithstanding that the Business Development Loan, Distribution Loan, or Debt Consolidation Loan may benefit the Trustee, its agents, affiliates or related entities, persons or corporations.

Article 6 – Investment of Trust Property

- 6.1 Subject to the terms of this Article, the Trustee shall have the right and power to use Trust Property to purchase and sell Authorized Investments providing such are permitted by this



- Agreement, the Investment Policy and the principles governing the prudent investment of Trust Property as set out in the *Trustee Act*. The Trustee may, pending the investment of any Trust Property, deposit or invest any Trust Property, for a time that is reasonable in the circumstances, in any Financial Institution notwithstanding that the Trustee or Trustee's agent or advisor may benefit therefrom and, in particular, it shall not be improper for the Trustee to deposit or invest the Trust Property in its trust company or its affiliated, subsidiary holding or related companies.
- 6.2 The Council shall approve and may amend, from time to time, an Investment Policy upon receipt of advice from an Investment Consultant and/or Investment Manager setting out the policy, objectives and framework for the investment of Trust Property in Authorized Investments providing that such Investment Policy is consistent with this Agreement and the principles governing the prudent investment of the Trust Property as set out in the *Trustee Act*.
- 6.3 The Trustee may invest in the securities, shares, obligations or other interests of (including any form of property offered for purchase as an investment by) the Trustee, or an agent of or advisor to the Trustee, including the Trustee or any affiliated, subsidiary, holding or related company or companies of the Trustee or any agent or advisor to the Trustee, notwithstanding that the Trustee or the Trustee's agent or advisor, or any one or more of them, may benefit therefrom, and the Trustee shall not be required to account for, or to give up, any such benefit providing that such investment was not contrary to the provisions of this Agreement, the Investment Policy or the principles governing the prudent investment of Trust Property as set out in the *Trustee Act*.
- 6.4 The Trustee is authorized and empowered to delegate the ability to make decisions on the types and timing of the purchase and sale of Authorized Investments, on all or a portion of the Trust Property, to an Investment Manager approved by the Council pursuant to a Council Resolution, provided that an Investment Management Agreement has first been entered into by the Trustee and the Investment Manager. The authority of the Trustee to delegate in this Article includes the ability of such Investment Manager to (i) sub-delegate such discretionary powers and (ii) to invest the assets in any form of Authorized Investments that the Trustee is permitted to invest in under the terms of this Agreement. For greater certainty, an Investment Manager may be affiliated or related to the Trustee and any remuneration paid to an Investment Manager shall not be taken into account in determining the remuneration to be paid to the Trustee.
- 6.5 The Trustee may invest the Trust Property in any form of property, whether producing income or not, located in any jurisdiction of the world (including, for greater certainty, mutual funds, pooled funds, common trust funds, segregated funds, index replicating vehicles, or hedge funds) if the Trustee deems it advisable to do so, notwithstanding that such investments may otherwise be considered a delegation of investment discretion.
- 6.6 Prior to entering into an Investment Management Agreement and at such times as it deems necessary, the Trustee shall review the terms of the Investment Management Agreement to ensure it is consistent with this Agreement, the Investment Policy and the principles governing the prudent investment of the Trust Property as set out in the *Trustee Act*.
- 6.7 The Trustee shall provide, or cause to be provided, statements to the Council on a quarterly basis and on an annual basis, or more frequently if requested by the Council, documenting the



market value and performance of the portfolio and confirming that the Authorized Investments comply with the Investment Policy.

- 6.8 The Trustee shall monitor, or cause to be monitored, any Investment Manager retained to ensure that any Authorized Investments that are purchased comply with the Investment Policy and, in the event of any material non-compliance, the Trustee shall promptly notify the Council and the Investment Manager so that any necessary remedial action may be taken.
- 6.9 The Trustee or any agent retained by the Trustee shall hold, in accordance with industry standards, custody of the certificates, instruments, documents or other written materials that evidence ownership of any Authorized Investments.
- 6.10 The Trustee shall annually evaluate, or cause to be evaluated, the performance of the Authorized Investments made by the Investment Manager against relevant market indices for portfolios with similar policies, objectives and investment guidelines, and the Trustee shall provide the Council with a report of its findings and recommendations, if any, following the completion of such performance evaluation.

Article 7 – Annual Payments

- 7.1 Notwithstanding anything to the contrary in this Agreement, the Annual Income shall be deemed to be due and payable in its entirety to the Beneficiary as at December 31 of each Fiscal Year and attributed as income to the Beneficiary pursuant to the application of subsection 75(2) of the *Income Tax Act*.
- 7.2 The Trustee is authorized and directed to make the Annual Payment in accordance with the following procedures:
- (a) the Trustee shall deposit the Annual Payment for the initial Fiscal Year into the Revenue Account within seven (7) days of the Compensation Date; and
 - (b) on April 1 or as soon as practicable for every Fiscal Year thereafter, the Trustee shall deposit the Annual Payment into the Revenue Account less the amount of all Authorized Loan Payments made by the Trustee in the preceding Fiscal Year.
- 7.3 As soon as practicable following transfer of the Annual Payment to the Revenue Account, the Trustee shall issue a Promissory Note to the Beneficiary for the amount of any Secondary Income that has not been distributed in that Fiscal Year. Where a balance remains owing under a Promissory Note from any previous Fiscal Year, the Trustee shall issue a Promissory Note to replace the earlier Promissory Note for the total outstanding amount owing, if any, as of that date. Each Promissory Note will be payable on demand and will bear no interest and shall be issued as evidence of absolute payment by the Trustee of any Secondary Income for a Fiscal Year of the Trust to the Beneficiary.
- 7.4 For greater certainty, any amount distributed by the Trustee to the Revenue Account in accordance with this Article is no longer Trust Property for the purposes of this Agreement and the Trustee shall be discharged in respect of any such distribution and shall have no obligations with respect to the funds held in or expended from the Revenue Account.



Article 8 – Authorized Loans and Authorized Loan Payments

- 8.1 Upon receipt of all or any portion of the Compensation in the Trust and subject to the provisions of this Article, the Trustee is authorized to:
- (a) grant a security interest in the Trust Property as collateral with respect to an Authorized Loan, including granting a mortgage, pledge, security interest or charge against all or any portion of the Trust Property; and
 - (b) make Authorized Loan Payments for and on behalf of the First Nation.
- 8.2 Where the Council enters into an Authorized Loan, the Trustee is authorized and irrevocably directed to secure Authorized Loans and make Authorized Loan Payments in accordance with the following terms and procedures:
- (a) the Council shall provide the Trustee with a Council Resolution and attached loan documentation:
 - (i) setting out the amount and repayment term for the Authorized Loan, such repayment term being sufficient to retire the Authorized Loan over a period not exceeding twenty five (25) years for housing or capital projects or a maximum of ten (10) years for all other Authorized Loans; and
 - (ii) authorizing and directing the Trustee to use the Trust Property as collateral, including granting a mortgage, pledge, security interest or charge against all or any portion of the Trust Property to secure the Authorized Loan and to make the Authorized Loan Payments as they become due and payable;
 - (b) if any of the information and/or the Council Resolution referred to in Article 8.2(a) does not comply with that Article or Articles 8.2(d) or 8.2(e) or the definitions for Authorized Loan or Authorized Loan Payments, the Trustee shall not grant a security interest in the Trust Property for the Authorized Loan as directed by the Council Resolution and the Trustee shall notify the Council in writing of same with details of any non-compliance;
 - (c) subject to the foregoing, the Trustee is authorized and irrevocably directed to pay any applicable fees for the Authorized Loan and to make Authorized Loan Payments as they become due and payable out of the Trust Property, and the Trustee shall make any such payments until the Authorized Loan has been repaid or until the Trustee is, in a manner consistent with this Agreement, otherwise directed by way of a written agreement between the Council and the Financial Institution to which the Authorized Loan Payments are made;
 - (d) the amount of all Authorized Loan Payments, in aggregate in any Fiscal Year, shall not, at the time of entering into any Authorized Loan, exceed eighty percent (80%) of the Annual Payment for the previous Fiscal Year (except in the initial Fiscal Year where the Trustee shall assume the Annual Payment is not prorated for the purposes of this calculation) but, for greater certainty, once the Trustee has commenced making any Authorized Loan Payments, the Trustee shall continue to make such payments, notwithstanding that the amount of all Authorized Loan Payments may, in aggregate,



exceed eighty percent (80%) of the amount of the Annual Payment after any Authorized Loan Payments are made; and

- (e) the Trustee shall not permit, in any Fiscal Year, the total amount of all outstanding Authorized Loans to exceed, in aggregate, an amount equal to twenty-five percent (25%) of the market value of the Trust Property as of the Compensation Date (including the value of any Compensation owing by Canada to the Trust), and for every year thereafter the market value of the Trust Property as of December 31 of the preceding Fiscal Year, but, for greater certainty, once an Authorized Loan is approved, the Authorized Loan shall remain in effect, notwithstanding that the amount of all existing Authorized Loans may, in aggregate, exceed twenty-five percent (25%) of the market value of the Trust Property in any Fiscal Year after the Authorized Loan was approved.

8.3 The Trustee shall make Authorized Loan Payments and satisfy any Authorized Loan notwithstanding that the Authorized Loan Payment or Authorized Loan may benefit the Trustee, its agents, affiliates or related entities, persons or corporations.

8.4 Upon direction by Council Resolution, the Trustee shall have the authority to purchase risk management derivatives related to any Authorized Loan, to use the Trust Property as collateral with respect to any Authorized Loan(s), including granting a mortgage, pledge, security interest or charge against all or any portion of the Trust Property and to make the Authorized Loan Payments, and any other payments related to risk management derivatives subject to and in compliance with this Agreement, and to execute and deliver to the applicable Financial Institution all such security and such other documents as may be required in connection with any Authorized Loan(s).

Article 9 – Authorized Expenses

9.1 The Trustee shall pay all Authorized Expenses, as and when incurred, out of the Trust Property.

9.2 For greater certainty, the Trustee shall be entitled to receive and shall be paid out of the Trust Property the fees, reimbursements and other remuneration provided for in the Trustee Services Agreement, as amended in writing from time to time by the Parties, and the terms of the Trustee Services Agreement shall be valid and binding in all respects to fix the remuneration payable to the Trustee.

Article 10 – Duties of the Trustee

10.1 The Trustee shall exercise reasonable care, diligence and skill in performing its duties in the best interests of the Beneficiary.

10.2 In order to avoid any adverse tax consequences, the Trustee shall, in each Fiscal Year, distribute the Annual Payment, Distribution and Debt Consolidation Payments, Authorized Loan Payments, Legal Costs, and Authorized Expenses firstly from any Secondary Income, secondly, by deducting any balance owing under a Promissory Note, thirdly, from Annual Income, and lastly, from capital.

10.3 The Trustee shall, in the execution of all agreements and documents pertaining to the business of the Trust, make it clear that it is doing so in its capacity as Trustee and not in its own capacity



and, in so doing, the Trustee shall bind the Trust without rendering itself or the Beneficiary liable.

- 10.4 The Trustee and Investment Manager(s) shall maintain adequate records of all transactions affecting the Trust Property and shall provide the Council, its employees or agents, by appointment and in the presence and supervision of the Trustee, with a reasonable opportunity to review all ledgers, registers, documents and recordings of transactions affecting the Trust Property and, subject to reasonable application of privacy and privilege laws and principles and trust accounting principles, the Trustee shall, upon specific written request evidenced by a Council Resolution, provide copies of such records to the Council.
- 10.5 Within one hundred and twenty (120) days of the end of each Fiscal Year, the Trustee shall cause to be prepared financial information in respect of the Trust and the Trust Property for that Fiscal Year and shall provide an annual report to the Council on the activities related to the Trust, including:
- (a) the opening and closing market values of the Trust Property;
 - (b) a summary of the deposit activity including additions to capital, net realized capital gains, interest income, dividend income and other investment income;
 - (c) a summary of all distributions, transfers, and payments from the Trust Account;
 - (d) a summary of Authorized Loans and Authorized Loan Payments;
 - (e) a summary of Distribution and Debt Consolidation Loan Payments; and
 - (f) a copy of the trust accounting statements in respect of the Trust and Trust Property for that Fiscal Year.
- 10.6 The Council may request that an Auditor be appointed to audit the trust accounting statements referred to in Article 10.5(f), the cost of which shall be included in Authorized Expenses.
- 10.7 The Trustee will, upon a minimum of thirty (30) days' notice from the Council, attend up to two (2) community information meeting(s) on such date(s), time(s) and location(s) as directed by the Council to review the annual report of the Trustee and to report on the administration of the Trust Property.
- 10.8 In the event the Trustee, in its judgment, must exercise any discretion on administrative or procedural matters not specifically provided for in this Agreement, the Trustee shall take all reasonable steps to notify and inform the Council before exercising any such discretion.
- 10.9 The Trustee shall within a reasonable time period notify the Council in writing of any material breach of this Agreement of which they become aware.

Article 11 – Powers of the Trustee

- 11.1 Without limiting or derogating from the powers, authorities, discretions and immunities otherwise available to the Trustee, whether under any statute or at law or otherwise, the



Trustee shall have and be vested with all the powers and capacities that a natural person would have in the management, investment, supervision and administration of their own properties except as expressly limited by the terms of this Agreement, and as to which its judgment shall be final and conclusive. Without restricting the generality of the foregoing, the Trustee is hereby authorized to exercise the following powers and authorities in its absolute discretion:

- (a) the Trustee must ensure, insofar as is it is practicable to do so, that any record evidencing the Trustee's ownership of Authorized Investments also indicates that such investments are held in trust. The Trustee may exercise in person or by proxy all voting privileges upon or in respect of any investment held as part of this Trust;
- (b) the Trustee is authorized to execute and deliver all deeds or instruments for the proper administration and management of the Trust Property and may leave in the custody of any or all of the Trust Property, certificates, instruments, documents or other written materials that evidence Authorized Investments with an agent for safekeeping;
- (c) except as otherwise provided in this Agreement, the Trustee shall have the power to allocate receipts, disbursements, and losses to capital or to income in accordance with trust law principles;
- (d) except as otherwise provided in this Agreement, the Trustee may make any allocation, determination, designation or election required, permitted or contemplated by the *Income Tax Act* with respect to any property, income, expense or other matter of, or pertaining to, the Trust or the Trust Property in the same manner and to the same extent as any person might do. The Trustee may identify and choose the source of income and capital payments, pay income and any portion thereof according to its source and designate the payments as having arisen from a particular source;
- (e) the Trustee may pay from the Trust Property all withholding taxes, income taxes, Goods and Services Tax, and any other charges that the Trust or the Trustee shall be liable to pay which may be levied under the laws of Canada, Saskatchewan or any other applicable jurisdiction;
- (f) the Trustee, acting reasonably, may retain legal counsel, accountants, financial advisors, or any other expert or professional person respecting the administration of this Trust, but the Trustee shall first notify the Council in writing upon retaining any such persons and incurring any expense for such advice or services;
- (g) the Trustee may institute and defend proceedings at law and shall have the power to arbitrate, defend, enforce, release, or settle any claim by or against the Trust, providing it has first notified the Council in writing;
- (h) the Trustee may deposit Trust Property, including cash, in or with any financial institution affiliated or related to the Trustee, or any agent of or advisor to the Trustee (collectively, "Authorized Affiliates") notwithstanding that any of the Authorized Affiliates may benefit therefrom and shall not be required to account for, or to give up, any such benefit. For greater certainty, it shall not be improper for the Trustee to deposit Trust Property, including cash, in or with the Trustee or its affiliated, subsidiary, holding or related companies, notwithstanding any benefit realized as a result, including retaining a profit



in excess of interest paid (if any) on, or fees payable to any affiliated or related companies in respect of, such deposit or custody arrangement;

- (i) the Trustee shall hold the Trust Property or any part thereof at any place or places and may move the Trust Property from place to place inside or outside the Province of Saskatchewan, from time to time;
- (j) the Trustee shall have the power to arrange, when requested by the Council, risk management derivatives related to any Authorized Loan(s), to use the Trust Property as collateral with respect to any Authorized Loan(s), including granting a mortgage, pledge, security interest or charge against all or any portion of the Trust Property, and to make the Authorized Loan Payments and any other payments related to risk management derivatives subject to and in compliance with this Agreement, and to execute and deliver to the applicable Financial Institution all such loan agreements, security and such other documents as may be required in connection with any Authorized Loan(s); and
- (k) the Trustee is authorized to provide to the Financial Institution that is considering providing or has provided any Authorized Loan(s) such information regarding the business and affairs of the Trust as such Financial Institution may request from time to time.

11.2 The Trustee may request from the Council such certificates, resolutions, instruments or agreements as may be reasonably necessary for the performance of the Trustee's duties under this Agreement. For greater certainty, the Trustee shall take reasonable measures to confirm the validity of any such document, and it will be sufficient if a document is an original or a true copy of an original, is in a correct form, and appears on its face to have been duly executed by a Quorum of the Council or by any such person(s) designated by the Council to sign or execute the document, and the Trustee is entitled to rely on any such document for the purposes of discharging its obligations under this Agreement. If the Trustee has actual notice that a document may not be valid or it does not appear to be valid on its face, the Trustee shall take reasonable measures to confirm the validity of any Council Resolution, notice or other document required to be delivered to it under this Agreement. The Council has the obligation to inform the Trustee in writing when any changes in signing authorities occur and the Trustee is indemnified if acting on the latest certificate of signing authorities provided by the Council to the Trustee.

Article 12 – Liability of Trustee

- 12.1 Notwithstanding anything to the contrary in this Agreement, the Trustee shall not be responsible to ensure that Canada deposits any Compensation payable to the First Nation to the Trust Account pursuant to the terms of any settlement agreement or court order and the Trustee shall have no responsibility if Canada fails to deposit any such payments as required to the Trust Account. The First Nation agrees that it shall have the sole responsibility to pursue Canada for any defaults in the payment and deposit of Compensation to the Trust Account.
- 12.2 For greater certainty, the Trustee is under no obligation to invest the initial Trust Property of one hundred dollars (\$100) deposited into the Trust Account to create the Trust.



- 12.3 The Trustee shall have no obligation or liability for the actions or performance of the Investment Manager. Specifically, the Trustee shall not be responsible for any losses to the Trust Property arising from the investment of Trust Property in Authorized Investments other than to ensure such investments comply with the Investment Policy.
- 12.4 Provided that the Trustee has complied with its obligations under Article 8 of this Agreement, the Trustee shall not be liable or accountable for any loss or damage to the Trust resulting from the Special Loans or any Authorized Loan or the making of any Special Loan Payments or Authorized Loan Payments as directed by the Council.
- 12.5 The Trustee shall have no obligations or liabilities in relation to any funds once they are transferred or paid out of the Trust and cease to be Trust Property. For greater certainty, Authorized Investments shall at all times be deemed to be Trust Property.
- 12.6 The Trustee shall not be liable for losses and damages to the Trust or the Beneficiary provided that the Trustee has at all times complied with the terms of this Agreement, acted honestly, in good faith, and has exercised reasonable skill and prudence in the administration and management of the Trust Property.
- 12.7 Subject to Article 12.8, the Trustee shall be indemnified and saved harmless out of the Trust Property from and against all claims, liabilities and demands of any kind or nature whatsoever arising from the performance of the Trustee's obligations and duties, providing the Trustee has at all times complied with the terms of this Agreement, acted honestly, in good faith, and has exercised reasonable skill and prudence in the administration and management of the Trust Property. Notwithstanding anything to the contrary in this Agreement, the Trustee shall be entitled to be indemnified from the Trust Property, but only to the extent of the amount of the Trust Property at any given time.
- 12.8 In the event that any liability is imposed by a court of law on the Trustee in relation to its obligations or duties under this Trust, the Trustee will be entitled to indemnification from the Trust Property for the resulting loss from such liability, provided that the court of law determines that the Trustee acted reasonably and in good faith and in accordance with the terms and conditions of this Agreement.
- 12.9 In the event that any liability is imposed by a court of law on the First Nation, the Council or a member of the Council in relation to any obligations or duties under this Trust, that party shall be entitled to indemnification and saved harmless out of the Trust Property for the resulting loss from such liability, provided that the court of law determines that the First Nation, the Council or the member of the Council, had at all material times acted honestly and in good faith and exercised reasonable skill and prudence in exercising their duties under this Agreement.

Article 13 – Term, Resignation, Removal and Replacement of the Trustee

- 13.1 Subject to this Article, the term of appointment of the Trustee shall be from the date of execution and continue for five (5) years from the Compensation Date. Where the term of appointment of a Trustee expires, the term shall automatically be extended until such time as the Council extends the Trustee's term in writing or appoints a successor Trustee in accordance with this Article.



- 13.2 The Trustee may resign and cease to act under this Agreement by providing not less than ninety (90) days prior written notice to the Council or upon such earlier date as may be agreed between the Council and Trustee. No such resignation shall be effective until a new Trustee has been appointed by the Council. If no new Trustee has been appointed following the notice period then the Trustee may apply to the Saskatchewan Court of Queen's Bench for direction to approve the Trustee's resignation.
- 13.3 Within sixty (60) days of receiving the Trustee's notice of resignation, the Council shall appoint a new trustee and shall provide written directions to the Trustee instructing it to transfer the Trust Property to the new trustee.
- 13.4 The Council may remove the Trustee by providing ninety (90) days prior written notice to the Trustee setting out the following information:
- (a) that the Trustee has been removed pursuant to this Article;
 - (b) that a replacement Trustee has been selected, and stating the name and contact information for such replacement trustee; and
 - (c) the effective date of the removal of the Trustee.
- 13.5 Immediately upon receipt of such notice, the Trustee shall provide a copy of the notice to any Financial Institution that has provided a Business Development Loan, Distribution Loan, Debt Consolidation Loan, or Authorized Loan and a written acknowledgement by the replacement Trustee that it shall assume all of the obligations of the Trustee under this Agreement.
- 13.6 Prior to serving notice of termination to the Trustee, the Council shall have selected a replacement Trustee.
- 13.7 The resignation or removal of the Trustee does not affect any rights, obligations, liabilities, or responsibilities of the Trustee which accrued prior to the date of resignation or termination of the Trustee.
- 13.8 Upon the resignation or removal of the Trustee or upon termination of the Trust in accordance with Article 15, the Trustee may prepare the necessary documentation for a passing of the accounts by the Saskatchewan Court of Queen's Bench and deliver same to the First Nation within one hundred and twenty (120) days of the date it ceases to act as Trustee.

Article 14 – Amendments

- 14.1 As a general principle, but subject to other specific provisions of this Article, amendments may be made to this Agreement provided that the proposed amendments have been approved by Council Resolution and a majority of Electors who cast ballots in a referendum vote held pursuant to the process set out in the *Indian Referendum Regulations* or any applicable code or bylaw enacted by the First Nation from time to time.
- 14.2 Any amendment which would have the effect of altering or diminishing the contractual obligations of the First Nation under Articles 3.3(a), (b) or (c) of this Agreement is not permitted unless the amount owing under such Article has been paid in full to the applicable party or the



- other party to which that Article relates has provided prior written consent to such amendment.
- 14.3 Subject to Article 14.2, any other provisions of this Agreement may be amended prior to the Compensation Date provided that the proposed amendments are approved in accordance with Article 14.1.
- 14.4 After the Compensation Date, no amendments are permitted to any provisions of this Agreement which would have the effect of allowing any encroachment upon, distribution, or reduction of the Trust Property in order to protect and preserve the Trust Property for the long term use and benefit of the Beneficiary. For greater certainty, the percentage amount set out in the definition of Annual Payment may be amended provided that it shall not exceed five percent (5%) for the purposes of the calculation set out in that definition.
- 14.5 Notwithstanding any of the foregoing, amendments may be made to this Agreement by Council Resolution to correct an error or other defect in the Agreement, to improve the administrative efficiency of this Agreement, or to minimize any adverse tax implications arising as a result of changes in law. Any such amendments shall be approved by Council Resolution after receipt of a written opinion from legal counsel explaining the legal implications and benefits of the proposed amendments and also stating that the amendments do not substantially alter the entitlements or obligations of the parties hereto, including the beneficial interest of the First Nation, or the purposes of this Trust.
- 14.6 The Investment Policy may be amended, from time to time, in the same manner as set out in Article 6.2.
- 14.7 The Council shall certify in writing by Council Resolution that any amendments made to this Agreement or the Investment Policy have been made in compliance with Article 14 of this Agreement and the Council shall provide a copy of the amended Trust Agreement or Investment Policy, as the case may be, to the Trustee.
- 14.8 Any Party to this Agreement may apply to the Saskatchewan Court of Queen's Bench for advice and direction regarding any question relating to the scope and extent of the powers conferred in this Agreement.
- 14.9 For greater certainty, under no circumstances is the termination of this Trust to be considered a permitted amendment to this Agreement.

Article 15 – Duration and Termination of the Trust

- 15.1 Upon receipt of all or any portion of the Compensation in the Trust, this Trust is intended to remain in perpetuity for the long term use and benefit of the First Nation.
- 15.2 If this Trust is terminated by order of a court for any reason, the Trustee shall pay forthwith any outstanding amounts owing for Authorized Expenses forthwith and shall transfer the remaining balance of the Trust Property to the First Nation, or such other person or trustee as may be designated by Council, to be deposited in a new trust or invested in accordance with a plan proposed by Council, provided that the plan has been ratified by a majority of the Electors who cast ballots in a referendum vote held pursuant to the process set out in the *Indian Referendum Regulations* or any applicable code or bylaw enacted by the First Nation from time to time.



- 15.3 For greater certainty, if this Trust is terminated and the balance of the Trust Property has been transferred to the First Nation or another trust in accordance with Article 15.2, the Trustee shall be discharged in relation to the performance of its duties and shall have no further liability or obligation to ensure that the Trust Property is deposited in a new trust or invested as contemplated herein.

Article 16 – Notices

- 16.1 Any notice, certificate, declaration, or other instrument in writing (collectively a “Written Communication”) to be given or served by a Party to this Agreement to or on the other Party to this Agreement, including any change of address, shall be given or signed in writing by delivering, subject to the provisions hereof, the Written Communication personally, by facsimile, by email, or by forwarding by prepaid registered mail to:

- (a) To the Beneficiary:

Beardy's & Okemasis First Nation
P.O. Box 340
Duck Lake, SK S0K 1J0

Attention: Chief and Council

Telephone: (306) 467-4523

Facsimile: (306) 467-4404

- (b) To the Trustee:

Royal Trust Corporation of Canada
Aboriginal Trust Services
12, 705 Central Avenue
Saskatoon, SK S7N 3A4

Attention: Frankie Young, Regional Vice President, Prairies & Atlantic Canada

Telephone: (306) 933-3760

Facsimile: (306) 933-3512

- 16.2 Any Written Communication under this Agreement will be deemed to have been given or made, and received:
- (a) if delivered personally, or by courier, when receipt of the Written Communication is accepted;
- (b) if sent by facsimile transmission and if the sender receives confirmation of the transmission, at the start of business on the next business day; or
- (c) if sent by registered mail prepaid postage, when the postal receipt is acknowledged by the addressee, provided that in the event of an anticipated or actual stopping of postal service registered mail shall not be used.



- 16.3 If the Trustee or Beneficiary change their address or facsimile number, such party shall provide notice of the change to the others in the manner set out herein.
- 16.4 It is agreed that the Trustee and the Beneficiary will not have to constantly monitor their respective facsimile machines, and need only use reasonable efforts to do so.
- 16.5 Notwithstanding anything to the contrary, the Trustee is not required to act upon any Written Communication until it has received an original of same.
- 16.6 For the purposes of this Article, "business day" means the day on which the Trustee is generally considered open for business at its office for the purposes of notice and, for greater certainty, excludes Saturday, Sunday and statutory holidays.

Article 17 – General

- 17.1 This Agreement represents the entire agreement among the Parties regarding the subject matter hereof and there are no other terms, conditions, or agreements respecting the subject matter of this Agreement other than as specifically stated.
- 17.2 This Agreement will be interpreted and enforced in accordance with the laws of the Province of Saskatchewan and any applicable laws of Canada.
- 17.3 The terms of this Agreement will have priority over any conflicting term in any other agreement in relation to the Trust Property.
- 17.4 No provision of this Agreement will be deemed to be waived unless such waiver is in writing. Any waiver of any default committed by any of the Parties hereto is limited to such default and will not extend to any other default.
- 17.5 This Agreement shall not be assigned by either Party without the prior written consent of the other Party.
- 17.6 The division of this Agreement into articles and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement.
- 17.7 Unless otherwise specified, words importing the singular include the plural and vice versa, and words importing gender include all genders.
- 17.8 All dollar amounts referred to in this Agreement are in lawful money of Canada.
- 17.9 Any reference to a statute, statutory provision or law shall be interpreted as to include all applicable subordinate and superordinate legislation, rules, regulations, orders, directives and any associated legislative or statutory amendments, extensions, modifications, consolidations or re-enactments as promulgated and in force at the time that reference or recourse to, or the interpretation of such statute, statutory provision or law is required or made in connection with this Agreement.
- 17.10 It is intended that all the provisions of this Agreement will be fully binding and effective between the Parties, but in the event that any particular provision or provisions or part of one is



found to be void, voidable, or unenforceable for any reason whatever, then the particular provision or provisions will be deemed severed from the remainder of this Agreement and all other provisions will remain in full force.

- 17.11 Each Party will, at any time and from time to time, upon request by any other Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request to evidence, carry out and give full effect to the terms, conditions, intent, and meaning of this Agreement.
- 17.12 Time shall be of the essence in this Agreement.
- 17.13 Where there is a reference to a number of days in this Agreement, unless noted otherwise as being business day(s), it is deemed to be a reference to calendar days and in calculating the number of days the day on which the first event happens is excluded and the day on which the last event happens is included.
- 17.14 This Agreement enures to the benefit of and is binding on the Parties and their respective successors and permitted assigns.
- 17.15 The Trustee can assume the genuineness of all signatures, the legal capacity of all individuals, the authenticity of all documents submitted to them as originals and the conformity to authentic original documents of all documents submitted to them as copies, whether facsimile, photostatic, certified or otherwise.

IN WITNESS WHEREOF the Beardy's & Okemasis First Nation as represented by its duly elected Chief and Council, for themselves and on behalf of the Beardy's & Okemasis First Nation, have executed this Agreement under their respective hands this 6th day of February, 2017 at the City of Saskatoon in the Province of Saskatchewan.

BEARDY'S & OKEMASIS FIRST NATION, as represented by its Council

Witness as to the signature of the Chief

Chief Richard J.N. Gamble

Witness as to the signatures of all the Councillors

Councillor Ruby Eyahpaise

Councillor Leighanne Gardipy-Bill

Councillor Barbara Mosquito

Councillor C. Roy Petit



Councillor Candace Scott

Councillor Jeremy Seesequasis

Councillor Kurt Seesequasis

Councillor Daniel K. Seesequasis

IN WITNESS WHEREOF the authorized signing officers for and on behalf of Royal Trust Corporation of Canada as Trustee for the Beardy's & Okemasis Legacy Trust have hereunto set their hands and seals this ___ day of _____, 2017 at the City of _____ in the Province of Saskatchewan.

**ROYAL TRUST CORPORATION OF CANADA, Trustee for
the Beardy's & Okemasis Legacy Trust**

Per: _____

Per: _____

Together we have authority to bind the trust corporation.



Schedule "A" – Form of Promissory Note

DATE: _____ day of _____, 20__.

AMOUNT: CAD \$ _____

For value received, ● (the "Trustee"), Trustee of the Beardy's & Okemasis Legacy Trust (hereafter sometimes referred to as the "Trust"), subject to what is hereafter provided, hereby promises to pay, from, and only to the extent that the Trust has sufficient assets, an amount therefrom up to and including the sum of <insert written description of amount> only (CAD \$XX,XXX.XX) without interest, to the order of the Beardy's & Okemasis First Nation.

Provided always that the extent of the liability under this promissory note shall not extend to the personal assets of the Trustee and shall be limited to the assets of the Trust in the possession and under the control from time to time of the Trustee in its capacity as Trustee of the Trust and then only to the extent that the Trustee is at law permitted to be indemnified from such assets.

The Trustee waives presentment, protest and notice of dishonour of this note.

●, as trustee of the Beardy's & Okemasis Legacy Trust:

Per: _____
[Print name of Signing Officer]

Per: _____
[Print name of Signing Officer]

Together we have authority to bind the trust corporation.