



GEORGE GORDON FIRST NATION

**TREATY 4 AGRICULTURAL BENEFITS AND
AMMUNITION AND TWINE BENEFITS SPECIFIC CLAIMS
INFORMATION PACKAGE**

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NOTICE OF RATIFICATION VOTE

TO: GEORGE GORDON FIRST NATION MEMBERS

TAKE NOTICE that a Ratification Vote of the Voters of the George Gordon First Nation will be held on **April 4, 2025**, to determine if the Voters, 18 years of age or over, as determined on the date of the Ratification Vote (April 4, 2025), agree to approve the *George Gordon First Nation Treaty 4 Agricultural Benefits and Ammunition and Twine Benefits Settlement Agreement and the Trust Agreement*.

The following questions will be asked of the Voters of the George Gordon First Nation by secret ballot:

As a Voter of the First Nation, do you:

- (a) **agree** to all of the terms and conditions of the George Gordon First Nation Treaty 4 Agricultural Benefits and Ammunition and Twine Benefits Settlement Agreement initialed by the negotiators for the First Nation and Canada, which settles and releases the matters set out in the Settlement Agreement, and the Trust Agreement; and
- (b) **authorize and direct** the Council of the First Nation to sign all documents and do everything necessary to give effect to the George Gordon First Nation Treaty 4 Agricultural Benefits and Ammunition and Twine Benefits Settlement Agreement and the Trust Agreement?

Details of the Ratification Vote:

In Person Voting:

The Ratification Vote will take place on **APRIL 4, 2025, FROM 10:00 AM UNTIL 6:00 PM** at the George Gordon First Nation Education Center.

Advance Polls:

MARCH 28, 2025, FROM 10:00 AM UNTIL 6:00 PM at the Ramada Hotel, Cedar Room, 1818 Victoria Avenue, Regina, SK.

APRIL 1, 2025, FROM 10:00 AM UNTIL 6:00 PM at TCU Place Saskatoon Art & Convention Centre, Centennial Hall C, 35 22 Street East, Saskatoon, SK.

Vote by Electronic Ballot:

Members can vote by electronic ballot from **10:00 AM (SK TIME) ON MARCH 28, 2025, TO 6:00 PM (SK TIME) ON APRIL 4, 2025.**

To register to vote electronically, please visit:

<https://www.onefeather.ca>

Click the **RED** button "Sign Up with OneFeather" or "Vote with OneFeather" and follow the instructions provided. You will be required to provide your Registry Number (this is your 10-digit Status card number), Date of Birth, a personal email address and phone number. If you encounter any problems or are unable to complete this process, please contact OneFeather at: voterhelp@onefeather.ca

Please Note: Electronic Voting will only be available on March 28, 2025, at 10:00 AM and will remain open until 6:00 PM on April 4, 2025.

Ratification Officer Contact:





Joshua Montana
1027 Cypress Way N, Regina, SK., S4X 4R4
Telephone: (306) 531-3732
Email: jtmontana@gmail.com

Dated at the George Gordon First Nation in the Province of Saskatchewan, this 21st day of March, 2025.

Joshua Montana, Ratification Officer

Guide to Digital Voting

You will need the following:

-  A personal email address
-  Your date of birth
-  Your status or citizenship number
-  Voting pin number (will be sent to your email)

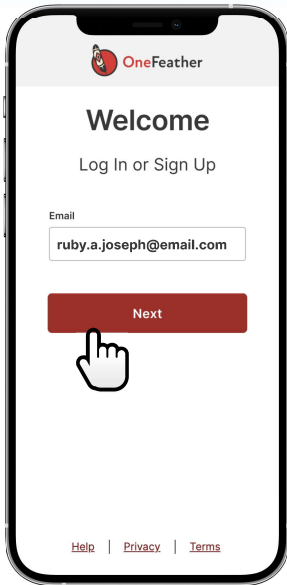
Scan the QR code to get started →



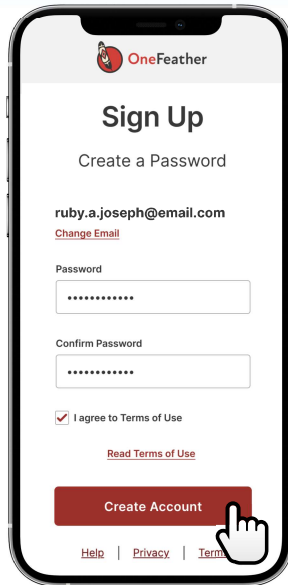
Or go directly to members.onefeather.ca

First, you'll need to create and confirm your OneFeather account

1 Enter your personal email



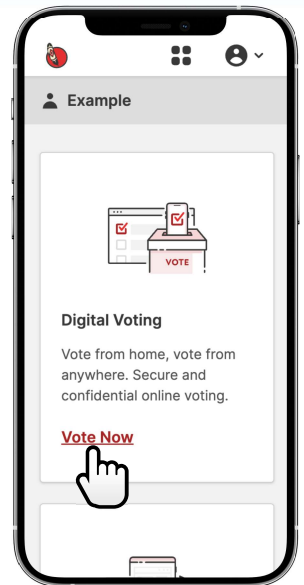
2 Create a password



3 Check your email & confirm

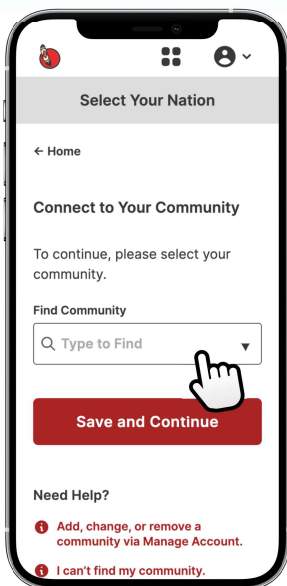


4 Click on Digital Voting

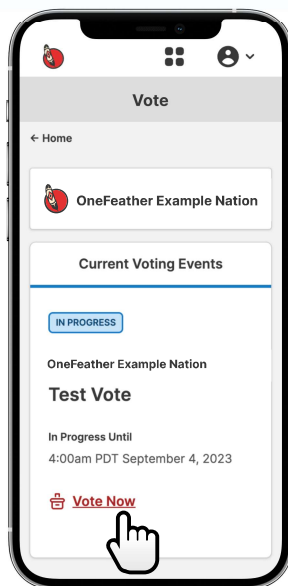


When you're ready to vote, it's easy and secure

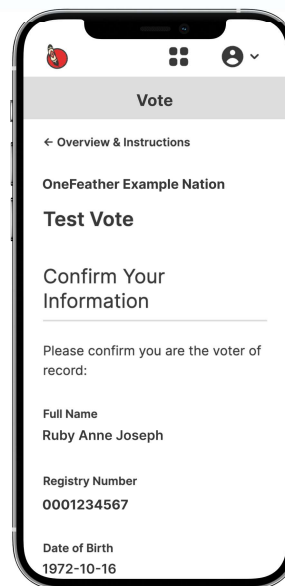
5 Connect to your Nation



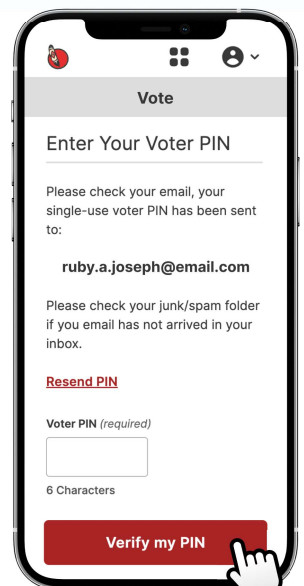
6 Find the voting event



7 Confirm your information



8 Enter the PIN emailed to you



support.onefeather.ca

voterhelp@onefeather.ca

1-855-923-3006 (toll free)

250-384-8200 (office)

Phone support is available Monday - Friday, 9:30am to 4:30pm PST

Please leave a message if we're unable to take your call.

**GEORGE GORDON FIRST NATION
TREATY 4 AGRICULTURAL BENEFITS AND
AMMUNITION AND TWINE BENEFITS
SETTLEMENT AGREEMENT
VOTING GUIDELINES**

TITLE, APPLICATION, AND DEFINITIONS

1.1 This document shall be referred to as the *George Gordon First Nation Treaty 4 Agricultural Benefits and Ammunition and Twine Benefits Voting Guidelines* (the “**Guidelines**”).

1.2 In these Guidelines:

- a) “**Assistant Ratification Officer**” means a person or persons appointed by a Ratification Officer for the purposes of a Ratification Vote;
- b) “**Ballot Questions**” means the two questions to be put before the First Nation’s Members for their consideration as follows:

As a Voter of the First Nation, do you:

(a) **agree** to all of the terms and conditions of the George Gordon First Nation Treaty 4 Agricultural Benefits and Ammunition and Twine Benefits Settlement Agreement initialled by the negotiators for the First Nation and Canada, which settles and releases the matters set out in the Settlement Agreement, and the Trust Agreement;

and

(b) **authorize and direct** the Council of the First Nation to sign all documents and do everything necessary to give effect to the George Gordon First Nation Treaty 4 Agricultural Benefits and Ammunition and Twine Benefits Settlement Agreement and the Trust Agreement?

- c) “**First Nation**” means the George Gordon First Nation;
- d) “**Ratification Officer**” means a person who is designated by the Council of the First Nation to oversee the conduct of the Ratification Vote;
- e) “**Ratification Vote**” means the vote of the Voters of the First Nation in accordance with these Guidelines for the purpose of determining whether the Voters are in favour of the Settlement Agreement and the Trust Agreement, and reference to the terms “the day of the Ratification Vote” means the final day on which the voting takes place in relation to the Ratification Vote;
- f) “**Review Panel**” means the Review Panel appointed pursuant to Section 12.5 hereof;
- g) “**Settlement Agreement**” means the George Gordon First Nation Treaty 4 Agricultural Benefits and Ammunition and Twine Benefits Settlement Agreement as initialled by Canada and the First Nation;

- h) **“Trust Agreement”** means the George Gordon First Nation Sōniyāskaw Trust Agreement;
 - i) **“Voter”** means “elector” as that word is defined in the *Indian Act*; and
 - j) **“Voters List”** means a list provided by the First Nation to the Ratification Officer at least 14 days before the day of the Ratification Vote containing the names of all of the First Nation’s Voters in alphabetical order, their respective Indian Status Registry number or membership numbers, and the birthdate of each Voter.
- 1.3 Any capitalized terms used in the Voting Guidelines but not otherwise defined herein shall have the same meaning as in the Settlement Agreement.
- 1.4 Where there is reference to a number of days between two events, in calculating the number of days, the day on which the first event happens is excluded and the day on which the second event happens is included.

CALLING A RATIFICATION VOTE AND APPOINTING RATIFICATION OFFICER

- 2.1 Council shall, by one or more Council Resolutions:
- a) appoint a person who is to serve as the Ratification Officer for the purpose of carrying out a Ratification Vote on the Ballot Questions; and
 - b) set the date(s) for the Ratification Vote and approve the posting of Notice of Ratification Vote.
- 2.2 The Ratification Officer is responsible for overseeing the conduct of the Ratification Vote in accordance with these Guidelines and has all the powers necessary to carry out that responsibility.
- 2.3 The Ratification Officer may appoint one or more Assistant Ratification Officers and may delegate to them any of the duties of the Ratification Officer as set out in these Guidelines.
- 2.4 If, at any time, the Ratification Officer is unable to perform their duties, Council shall, by Council Resolution, appoint an acting Ratification Officer.

VOTERS LIST

- 3.1 At least 14 days before the day of the Ratification Vote, the First Nation’s Membership Department shall provide the Ratification Officer with a Voters List.
- 3.2 On request, the Ratification Officer shall confirm whether the name of a person is on the Voters List.
- 3.3 The Ratification Officer shall revise the Voters List where it is demonstrated that:
- a) the name of a Voter has been omitted from the Voters List;
 - b) the name of a Voter is incorrectly set out in the Voters List; or
 - c) the name of a Voter not qualified to vote is included in the Voters List.

- 3.4 For the purposes of Section 3.2, a person may demonstrate that:
- a) the name of a person has been omitted from, or incorrectly set out in, the Voters List by presenting to the Ratification Officer evidence that the person is a Voter; or
 - b) the name of a person not qualified to vote has been included in the Voters List by presenting to the Ratification Officer evidence that the person is not a Voter.

NOTICE OF RATIFICATION VOTE

- 4.1 At least 7 days before the day of the Ratification Vote, the Ratification Officer shall post the Notice of Ratification Vote and the Voters List in at least one public area on the First Nation.
- 4.2 The Ratification Officer may post the Notice of Ratification Vote at any other physical or electronic public spaces the Ratification Officer deems appropriate.
- 4.3 The Notice of Ratification Vote shall contain:
- a) the Ballot Questions to be submitted to the Voters;
 - b) the date or dates on which the Ratification Vote will be held;
 - c) the location of each polling station and the hours that it will be open for voting;
 - d) information on Electronic Voting;
 - e) instructions for obtaining an information package;
 - f) the dates, times, and locations of any Information Meetings; and
 - g) contact information for the Ratification Officer.

INFORMATION PACKAGES

- 5.1 Information packages will include:
- a) copies of the Settlement Agreement and the Trust Agreement and summaries of both; and
 - b) a copy of these Voting Guidelines.

INFORMATION MEETINGS

- 6.1 At any time between the date on which the Ratification Officer posts the information referenced in Section 4.1 and the date on which a Ratification Vote is to be held, the Ratification Officer shall ensure that at least one Information Meeting has been held to provide Voters with information regarding the subject matter of the Ratification Vote.
- 6.2 Council will set the date, time, and place of the Information Meeting(s).

- 6.3 Information Meeting(s) will be open to all Voters and will be attended by Council and legal counsel and such other persons as may be invited by Council.

PREPARATION FOR RATIFICATION VOTE

- 7.1 Prior to the Ratification Vote, the Ratification Officer shall:
- a) prepare sufficient ballots, initialed on the back by the Ratification Officer or an Assistant Ratification Officer, stating the question or questions to be submitted to the Voters;
 - b) procure a sufficient number of ballot boxes;
 - c) ensure that ballot papers and a sufficient number of lead pencils for marking the ballot papers are available to the Voters; and
 - d) prepare for Electronic Voting, if available, in accordance with Section 8.

ELECTRONIC VOTING

- 8.1 The Ratification Officer may determine that electronic voting shall be available to the Voters.
- 8.2 If electronic voting is used in the Ratification Vote, the Ratification Officer shall ensure that:
- a) any information regarding electronic voting, including information respecting the duration of the voting period, is provided in the Notice of Ratification Vote;
 - b) a secure electronic voting platform is available to Voters;
 - c) individual electronic voting results will remain secret at all times and individual Voter choices shall be encrypted in such a way to ensure Voter anonymity;
 - d) once a Voter has voted by electronic voting, the Voter will be restricted from voting again;
 - e) the Ratification Officer can confirm that the person voting is a Voter;
 - f) the Ratification Officer has the date and time that each electronic vote was received;
 - g) electronic voting will begin at any time as designed by Council and will end at the same time as the final polling station closes; and
 - h) immediately upon the closing of the final polling station, the Ratification Officer will be provided with a summary of the electronic voting results.

ADVANCE POLLS

- 9.1 Advance polls may be held on any days following the Posting of the Notice of Ratification Vote and any day prior to the Ratification Vote.
- 9.2 The advance polls will be open from 10:00 AM until 6:00 PM local time unless otherwise directed by Council Resolution.
- 9.3 Except as set out in this Section, the voting procedures to be followed for the advance polls shall be the same as those used for the Ratification Vote.
- 9.4 At the close of the advance polls, the Ratification Officer shall seal the ballot box and shall retain personal physical custody of the ballot box until those votes are counted together with the votes following the close of the polls on the Ratification Vote.

VOTING AT POLLING STATIONS

- 10.1 The Ratification Officer shall establish at least one polling station at the First Nation on the date on which the Ratification Vote is to be held.
- 10.2 The Ratification Officer shall provide a compartment at each polling place where a Voter can mark their ballot paper free from observation.
- 10.3 The Ratification Officer shall, immediately before the opening of the poll, open the ballot box and call upon such persons who may be present to witness that it is empty and shall properly seal the box and place it in view for the reception of the ballots.
- 10.4 Polling stations shall be kept open from 10:00 AM local time until 6:00 PM local time on the day of the Ratification Vote unless otherwise directed by Council Resolution.
- 10.5 A Voter who is inside a polling station at the time that the polling station is to close is entitled to vote.
- 10.6 When a person attends at a polling station for the purpose of voting, the Ratification Officer shall:
 - a) ensure the person's name is set out in the Voters List;
 - b) ensure the person has not already voted by way of electronic voting or otherwise;
 - c) provide the Voter with a ballot;
 - d) mark the Voter's name on the Voters List as having been provided with a ballot; and
 - e) explain the mode of voting upon request by the Voter.
- 10.7 On the request of a Voter who is not able to read, or physically incapable to mark a ballot or place the same in the ballot box, the Ratification Officer, or a person designated by the Ratification Officer shall assist that Voter by marking their ballot paper in the manner directed by the Voter and shall place the ballot paper in the ballot box.

- 10.8 The Ratification Officer shall make an entry in the Voters List opposite the name of a Voter referenced in Section 10.7 that the ballot paper was marked by another person at the request of the Voter and the reasons therefor.
- 10.9 Except as provided in Section 10.7, every Voter receiving a ballot paper shall:
- a) proceed immediately to the unoccupied compartment provided for marking the ballot paper;
 - b) mark the ballot clearly indicating the Voter's responses to the Ballot Questions;
 - c) fold the ballot in a manner that conceals the Ballot Questions and any marks, but exposes the initials on the back; and
 - d) immediately deliver the ballot to the Ratification Officer for deposit in the ballot box.
- 10.10 A Voter who receives a soiled or improperly printed ballot paper, or inadvertently spoils their ballot paper in marking it, shall, upon returning the ballot paper to the Ratification Officer, be entitled to only one further ballot paper.
- 10.11 A Voter who has received a ballot paper and:
- a) leaves the compartment for marking ballot papers without delivering the ballot paper to the Ratification Officer or any Assistant Ratification Officer in the manner provided; or
 - b) refuses to vote,
- shall forfeit their right to vote on the Ratification Vote and the Ratification Officer, or a person designated by the Ratification Officer, shall make an entry on the Voters List opposite the name of such Voter that the Voter did not return the ballot paper or refused to vote as the case may be.
- 10.12 The Ratification Officer shall maintain peace and good order during the voting.
- 10.13 Whenever the Ratification Officer does not understand the language spoken by a Voter, they shall enlist the aid of an interpreter to communicate with respect to all matters required to enable that Voter to vote.
- 10.14 No person shall:
- a) interfere or attempt to interfere with a Voter when marking their ballot paper;
 - b) obtain or attempt to obtain information at the polling place as to how a Voter is about to vote or has voted;
 - c) mark a ballot in way that identifies the Voter; or
 - d) attempt to vote more than once.

COUNTING OF VOTES

- 11.1 As soon as is practicable after the close of the polls, the Ratification Officer shall, in the presence of an Assistant Ratification Officer, if appointed, and any members of Council who are present, open all ballot boxes and perform the following:
- a) examine the ballot papers;
 - b) set aside any ballot that does not have the initials of the Ratification Officer on the back;
 - c) reject all ballot papers:
 - i. that have been marked incorrectly; or
 - ii. upon which anything appears by which a Voter can be identified;
 - d) count the votes given in favour of and against the Ballot Questions submitted in the Ratification Vote; and
 - e) prepare and sign a written statement outlining the number of votes so given and of the number of ballot papers set aside or rejected.
- 11.2 A ballot set aside under Section 11.1(b), rejected under Section 11.1(c) or returned to the Ratification Officer pursuant to Section 10.10 is void and shall not be counted as a vote cast.
- 11.3 In the event that the Ratification Officer identifies two or more paper ballots which purport to be submitted by the same Voter, all the ballots cast by that Voter shall be void and not counted as a vote cast.
- 11.4 Within 2 days of the date of the Ratification Vote, the Ratification Officer shall complete, sign, and deliver to Council 3 copies of a report containing the following information:
- a) the number of Voters who were entitled to vote;
 - b) the number of Voters who voted;
 - c) the number of votes cast in favour of the Ballot Questions submitted in the Ratification Vote;
 - d) the number of votes cast against the Ballot Questions submitted in the Ratification Vote; and
 - e) the number of set aside, rejected or returned ballots (as described in Section 11.2).
- 11.5 Unless otherwise directed by Council Resolution, each of the Ballot Questions will be assented to in the first Ratification Vote when:
- a) a majority (50% plus 1) of the ballots cast by the Voters under these Guidelines are in favour of the Ballot Questions; and

- b) at least 25% of all eligible Voters vote in favour of the Ballot Questions.
- 11.6 Unless otherwise directed by Council Resolution, if the first Ratification Vote is unsuccessful, each of the Ballot Questions will be assented to in the second Ratification Vote when:
- a) a majority (over 50%) of the votes cast are in favour of the Ballot Questions.
- 11.7 Immediately following the completion of the report described in Section 11.4, the Ratification Officer shall deposit the ballots used in the Ratification Vote in a sealed envelope, affix their signature on the seal, and retain them.
- 11.8 If no review of the Ratification Vote has been requested in accordance with these Guidelines, the Ratification Officer shall destroy the ballots 60 days after the Ratification Vote.
- 11.9 Notwithstanding the procedure prescribed for manual counting of ballots in these Guidelines, a Ratification Vote may be conducted with automatic or electronic equipment.

REVIEW PROCEDURE

- 12.1 A Voter may, in the manner set out in Section 12.2, request a review of the Ratification Vote where the Voter believes that there was a material contravention of these Guidelines or evidence of a corrupt voting practice that, in either case, has affected the results of the Ratification Vote.
- 12.2 A request for a review of a Ratification Vote shall be made by a Voter by providing a written request containing the following information to Council within 7 days after the date of the Ratification Vote:
- a) the name, address, and telephone number of the Voter requesting a review;
 - b) the grounds upon which the request for review is made;
 - c) sworn evidence and other materials which will be relied upon;
 - d) a signature witnessed by a person who is at least 18 years of age; and
 - e) a \$500 deposit, refundable in the instance a new Ratification Vote is ordered to be conducted by the Review Panel.
- 12.3 Within 5 days after the receipt of a request for a review of a Ratification Vote, the Council shall advise the Ratification Officer who conducted the Ratification Vote of the request and shall provide the Ratification Officer with a copy of the request for review.
- 12.4 Within 10 days of being advised of the Ratification Vote review, the Ratification Officer who conducted the Ratification Vote shall provide Council with a declaration responding to the grounds stated in the request.
- 12.5 Within 10 days after the receipt of a request for a review of the Ratification Vote, the Council shall appoint a review panel consisting of 5 members of the First Nation, at least 1 of whom shall be an elder, to sit as members of the Review Panel.

- 12.6 Members of the Review Panel cannot:
- a) be an employee of the First Nation;
 - b) have been convicted in criminal proceedings for theft, fraud, bribery, or breach of trust; or
 - c) be an immediate family member of the person requesting a review of the Ratification Vote.
- 12.7 If a member of the Review Panel is or becomes, prior to the Review Panel issuing its decision, disqualified for any of the grounds stated in Section 12.6, the Council may appoint a replacement member of the Review Panel.
- 12.8 The Review Panel has the authority under these Guidelines to determine whether the evidence and information provided:
- a) does not support the grounds for review in accordance with Section 12.1 and dismiss the review; or
 - b) supports the grounds for review in accordance with Section 12.1, and orders that a new Ratification Vote be conducted.
- 12.9 The decision of the Review Panel will be in writing and will be provided to all parties to the review.
- 12.10 The decision of the Review Panel is final and not subject to review.

AMENDMENTS

- 13.1 These Guidelines may be amended by Band Council Resolution.

**SUMMARY OF THE GEORGE GORDON FIRST NATION
TREATY 4 AGRICULTURAL BENEFITS AND AMMUNITION AND TWINE
SETTLEMENT AGREEMENT**

Preamble: Sets out the background to the Settlement Agreement.¹ Canada promised to provide Agricultural Benefits, Agricultural Instruction and Ammunition and Twine to the George Gordon First Nation (GGFN) pursuant to the terms of Treaty 4. These promises were inadequately fulfilled and at the same time Canada also implemented discriminatory policies that impacted GGFN's ability to succeed in agriculture. The Settlement Agreement represents a full, fair and final settlement of Canada's failure to adequately provide the Agricultural Benefits, Agricultural Instruction and Ammunition and Twine set out in Treaty 4 and is a demonstration of Canada and GGFN's commitment to reconciliation.

Definitions and Schedules: Defines terms used throughout the Settlement Agreement and lists the Schedules to the Settlement Agreement.

Purpose and Scope: The Compensation paid by Canada to GGFN is a fair assessment of what is required to put GGFN and its Members in a position they would have been had Canada fulfilled its promises under Treaty 4 relating to the provision of Agricultural Benefits, Agricultural Instruction and Ammunition and Twine. Canada's actions and omissions include:

- Canada's failure to provide Agricultural Benefits to GGFN in satisfactory and timely manner;
- Canada's failure to provide satisfactory and timely Agricultural Instruction to GGFN or its Members;
- Canada's adoption or application of any policies or practices, or any Crown conduct by Canada's agents or servants to the extent that they interfered with the ability of GGFN or its Members to pursue a livelihood through agricultural production;
- Canada's failure to provide assistance to GGFN in the context of a famine due to Canada's failure to provide Agricultural Benefits or Agricultural Instruction;
- Canada's failure to provide GGFN with Ammunition and Twine; and
- Canada's encouragement of GGFN and its Members to expend funds to procure tools, supplies or services that Canada owed as Agricultural Benefits or Agricultural Instruction, Canada's approval of such expenditures from GGFN's accounts managed by Canada, and Canada's levying of any fees to replace Agricultural Benefits that were lost or destroyed.

Compensation: Canada will pay GGFN **\$213,000,000** (the "**Compensation**") to settle GGFN's Treaty 4 Agricultural Benefits and Ammunition and Twine Claims (the "**Claims**"). The Compensation includes a contribution toward legal, negotiation and ratification costs. Canada will deduct the Negotiation Loan Funding from the settlement amount. GGFN directs where the compensation is to be paid and it will be paid into the Trust Account. GGFN will be solely responsible for how the compensation is used for the benefit of GGFN and Canada will not have any oversight of the monies once they are paid to GGFN.

Release: GGFN releases and discharges Canada from, and will not assert any liability or bring any Proceeding that GGFN, its successors or assigns, or any Person may now have, or may in the future have against Canada with respect to:

- Any matters within the purpose and scope of the Settlement Agreement described above;
- Negotiation Costs and Negotiation Loan Funding;
- The negotiation, ratification or other procedures referred to in the Settlement Agreement;
- GGFN's representations and warranties;
- The adequacy of the Compensation;

¹ Capitalized terms used but not otherwise defined in this document have the meanings set out in the Settlement Agreement.

- The deposit of the Compensation Balance and any subsequent management, investment, disbursement or any other uses of the Compensation Balance and earned interest, and any loss, whether caused by a Financial Institution, GGFN, Chief and Council, Members, Trustees or other representatives of GGFN;
- Any actions, inactions, malfeasance or negligence of the Trustees; and
- Any proceeding relating to the loss of use of the lands for agricultural production on an owner-operator basis.

Other Proceedings: GGFN agrees that it may seek compensation for matters relating to Treaty 4 not provided for in the Settlement Agreement. GGFN and Canada agree that the Settlement Agreement may inform the resolution, negotiation or litigation of any Proceeding to avoid double compensation for a loss that has already been compensated for. GGFN and Canada agree that the Compensation was arrived at using a formula incorporating modern population, historical population and a modern value of Agricultural Benefits, which served as a fair, reasonable and easily implementable approach.

Indemnity: GGFN will indemnify Canada for any future claims relating to the Claims, the Compensation and negotiation costs, the negotiation and ratification of the Settlement Agreement, and the future management of Compensation. This provision reflects the release provision.

Dismissal of Proceedings: GGFN agrees to discontinue any other proceedings based on the same facts as the Claims within 90 days from the date Canada executes the Settlement Agreement.

Ratification: GGFN's Members must vote to ratify the Settlement Agreement and the Trust Agreement. At least 50% of the votes cast must be in favour of both the Settlement Agreement and the Trust Agreement and at least 25% of the eligible Voters must vote in favour. If the first Ratification Vote is unsuccessful but a majority of the votes cast are in favour of the Settlement Agreement and the Trust Agreement, Chief and Council may conduct a second Ratification Vote whereby a simple majority (50% +1) must vote in favour of the Settlement Agreement and the Trust Agreement. If a majority of the Voters vote no on the second Ratification Vote, neither the Settlement Agreement nor the Trust Agreement will be deemed valid.

Conditions to Execution by Canada: Provides for conditions precedent that must be achieved before Canada will consider executing the Settlement Agreement, including:

- Ratification and approval of the Settlement Agreement by GGFN;
- GGFN providing an executed Band Council Resolution approving and assenting to the terms and conditions of the Settlement Agreement;
- GGFN providing Canada with a Certification of Vote Results and Appeals from its Ratification Officer;
- GGFN must confirm there are no outstanding Proceedings or appeals;
- Minister of Crown-Indigenous Relations is authorized to sign the Settlement Agreement;
- Funds for payment of the Compensation have been approved and appropriated for that purpose by Canada;
- GGFN provides Canada with the information required to deposit the Compensation Balance into the Trust Account, a Band Council Resolution for payment and a Direction to Pay; and
- GGFN provides Canada with a Solicitor's Certificate.

Execution: The Settlement Agreement is deemed to be executed once signed by the GGFN Chief and Council following the Ratification Vote and Canada, provided that all conditions precedent are fulfilled.

Effective Date of Settlement Agreement: The Settlement Agreement comes into effect and is binding on GGFN and Canada on the date that Canada executes the Settlement Agreement.

Representations and Warranties: These representations and warranties survive the execution of the Settlement Agreement and shall continue in full force and effect for the benefit of Canada. GGFN represents and warrants that:

- Chief and Council has the authority to negotiate the terms on behalf of GGFN;
- It intends to use the Compensation Balance for the benefit of GGFN;

GGFN further represents and warrants that:

- It is entering the Settlement Agreement after having had an opportunity to obtain independent legal advice;
- It has retained independent legal counsel who has fully explained the legal nature and effect of the Settlement Agreement, the Trust Agreement and the Ratification Vote;
- It made best efforts to inform all Voters about the Ratification Vote and provided them with an opportunity to ask questions;
- It has held at least one Information Meeting;
- The Ratification Vote was carried out properly and in accordance with the Voting Guidelines and the Settlement Agreement; and
- Canada has not advised GGFN with respect to the Settlement Agreement or the deposit, management or administration of the Compensation Balance.

Dispute Resolution: GGFN and Canada shall explore resolution of disputes through negotiation or other appropriate dispute resolution procedures, including mediation, before resorting to litigation, at their own expense. Either GGFN or Canada may resort to litigation 60 days after the dispute arises. Disputes arise after notice is given by one Party to the other.

Programs and Services: Nothing in the Settlement Agreement affects the ability of GGFN or its Members to have access to other programs and services funding offered by Canada.

Non-Derogation: Nothing in the Settlement Agreement abrogates, derogates or otherwise alters in any way existing Aboriginal and Treaty 4 rights.

Amendments: GGFN and Canada may amend the Settlement Agreement by written agreement in order to:

- Remove conflicts or inconsistencies between the terms of the Settlement Agreement and any applicable law or regulation;
- Amend the time provided in the provisions of the Settlement Agreement for doing any act or receiving any notice of written communication;
- Correct typographical errors or to cure or correct any clerical omission, mistake, manifest error or ambiguity;
- Address necessary amendments to the Schedules; or
- Address deficiencies in the Settlement Agreement as identified or ordered by a court.

Notice: Notices or written communications under the Settlement Agreement are to be provided by registered mail or courier. The Parties can use email during a postal disruption or stoppage.

General Provisions: The Settlement Agreement cannot be assigned without the consent of the other Party. The Settlement Agreement is governed by the laws of Saskatchewan and Canada. The Settlement Agreement contains the entire agreement between the Parties with respect to the Claims – there are no other representations, warranties, collateral agreements, undertakings or conditions. The Parties will act in good faith to carry out and implement the Settlement Agreement.

Schedules: Attachments with draft forms:

- Solicitor's Certificate;
- Ballot Questions;
- Band Council Resolution for Payment & Direction to Pay;
- Band Council Resolution Approving Settlement Agreement and Trust Agreement; and
- Band Council Resolution Certifying Vote Results & Appeals.

**GEORGE GORDON FIRST NATION
TREATY 4 AGRICULTURAL BENEFITS AND
AMMUNITION AND TWINE BENEFITS
SETTLEMENT AGREEMENT**

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**GEORGE GORDON FIRST NATION
TREATY 4 AGRICULTURAL BENEFITS
AND AMMUNITION AND TWINE BENEFITS
SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT

BETWEEN:

George Gordon First Nation, a "band" within the meaning of the *Indian Act*, as represented by its Council
("the First Nation")

AND:

His Majesty in right of Canada, as represented by the Minister of Crown-Indigenous Relations
("Canada")

PREAMBLE

WHEREAS:

- A. The Parties to this Settlement Agreement entered into Treaty 4.
- B. Pursuant to the terms of Treaty 4, Canada promised to provide Agricultural Benefits and Agricultural Instruction to facilitate the First Nation's transition to an agricultural economy.
- C. The Agricultural Benefits have been inadequately fulfilled since the Treaty's signing. Canada also implemented discriminatory policies that impacted the First Nation's ability to succeed in agriculture.
- D. Canada and the First Nation negotiated terms of settlement as contained in this Settlement Agreement to achieve a full, fair and final settlement of Canada's failure to adequately provide the Agricultural Benefits set out in Treaty 4.
- E. Canada also promised to provide for the purchase of ammunition and twine annually and has insufficiently and inadequately fulfilled that promise since the Treaty's signing. Canada and the First Nation negotiated terms of settlement as contained in this Settlement Agreement to achieve a full, fair and final settlement of the insufficient and inadequate fulfilment of the Treaty 4 annual ammunition and twine provisions up to December 31, 2024. Canada and the First Nation have not negotiated any obligations of Canada to provide compensation for any Indexed Ammunition and Twine Benefits Obligations.
- F. This Agreement shall not be construed so as to abrogate, derogate, or otherwise alter in any way the existing Aboriginal and Treaty 4 rights of the First Nation as recognized and affirmed by section 35 of the *Constitution Act, 1982*.



- G. This settlement is a reflection of the Parties' mutual commitment to reconciliation and their shared goal of addressing historical wrongs that are the subject matter of specific claims.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COMPENSATION CONTAINED IN THIS SETTLEMENT AGREEMENT, THE FIRST NATION AND CANADA AGREE AS FOLLOWS:

1.0 DEFINITIONS AND SCHEDULES

1.1 In this Settlement Agreement:

- (a) **"Agricultural Benefits"** means those benefits described as follows in Treaty 4, flowing from any commitments and promises made by Canada, whether implicit or explicit, and intended to enable the First Nation to transition to an intergenerational, self-sustaining agricultural economy:

It is further agreed between Her Majesty and the said Indians that the following articles shall be supplied to any band thereof who are now actually cultivating the soil, or who shall hereafter settle on their reserves and commence to break up the land, that is to say: two hoes, one spade, one scythe and one axe for every family so actually cultivating, and enough seed wheat, barley, oats and potatoes to plant such land as they have broken up; also one plough and two harrows for every ten families so cultivating as aforesaid, and also to each Chief for the use of his band as aforesaid, one yoke of oxen, one bull, four cows, a chest of ordinary carpenter's tools, five hand saws, five augers, one cross-cut saw, one pit-saw, the necessary files and one grindstone, all the aforesaid articles to be given, once for all, for the encouragement of the practice of agriculture among the Indians.

- (b) **"Agricultural Instruction"** means the provision of instruction, information and education about agricultural practices, techniques, tools and equipment, livestock, and crops intended to enable the First Nation and its Members to transition to an intergenerational, self-sustaining agricultural economy and includes any promise in Treaty 4 or otherwise, implicit or explicit, to provide such instruction.

- (c) **"Ammunition and Twine Benefits"** means those benefits promised in Treaty 4, as set out below, to provide annual ammunition and twine provisions, up to December 31, 2024:

that yearly and every year She will cause to be distributed among the different bands included in the limits of this treaty powder, shot, ball and twine, in all to the value of seven hundred and fifty dollars . . .

- (d) **"Ballot Question"** means the question asked of the Voters in a Ratification Vote, set out in Schedule 2 of this Settlement Agreement.
- (e) **"Compensation"** means the amount of money, as described in 3.1, and agreed upon by the Parties to compensate for settlement of all matters described in this Settlement Agreement.
- (f) **"Compensation Balance"** means the net Compensation Canada will pay to the First Nation after deduction of any Negotiation Loan Funding.
- (g) **"Council"** means the Chief and Council of the First Nation, which is a "council of the band" within the meaning of the *Indian Act*.
- (h) **"Council Resolution"** means a written resolution of the Council adopted at a duly convened meeting.
- (i) **"Direction to Pay"** means the document by which the Council directs Canada to deposit the Compensation Balance, authorized by the corresponding Council Resolution for payment, substantially in the form attached to this Settlement Agreement as Schedule 3.
- (j) **"Financial Institution"** means any bank or trust company authorized by law to accept deposits and supervised and regulated by the Superintendent of Financial Institutions as defined in the *Office of the Superintendent of Financial Institutions Act*, RSC 1985, c 18 (3rd Supp.).
- (k) **"Indexed Ammunition and Twine Benefits Obligations"** means any obligation of Canada to provide the value of Ammunition and Twine Benefits, adjusted for inflation or any other reasonable measure as determined by the Parties or a Proceeding.
- (l) **"Indian Act"** means the *Indian Act*, RSC 1985, c I-5 and its regulations.
- (m) **"Information Meeting"** means those information-sharing processes deemed appropriate by Council, which may include in-person or virtual meetings, at which any advisors considered appropriate and retained by the First Nation, including legal counsel, a financial advisor and any other persons requested by Council, explain the nature, contents and effects of this Settlement Agreement and the Trust Agreement to the First Nation and its Voters.
- (n) **"Member"** means a person whose name appears or who is entitled to have their name appear on the Band List of the First Nation.
- (o) **"Minister"** means the Minister of Crown-Indigenous Relations or the Minister's duly authorized representative.

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- (p) **"Negotiation Costs"** means all costs incurred by the First Nation for the research, preparation, negotiation, and settlement of all matters described in this Settlement Agreement, including ratification and professional fees.
- (q) **"Negotiation Loan Funding"** means the total amount of loan funding provided to the First Nation by Canada for the purpose of negotiating and settling all matters described in this Settlement Agreement.
- (r) **"Nominal Ammunition and Twine Benefits Obligations"** means Canada's obligations to provide the First Nation with its per capita share of the total of \$750 worth of Ammunition and Twine Benefits promised to all Treaty 4 First Nations annually.
- (s) **"Owner-operator"** means operating a farm using lands, labour, management, and capital, including seed, tools and livestock.
- (t) **"Party"** means either the First Nation or Canada.
- (u) **"Person"** means any individual, proprietor, corporation, partner, partnership, trust, joint venture, unincorporated organization, union, governmental body including provincial, territorial, regional and municipal governments, another First Nation, self-governing First Nation, *Indian Act* band or Indigenous group, including, without limitation, any past, present, or future Members and each of their respective heirs, descendants, legal representatives, successors and assigns.
- (v) **"Proceeding"** means any legal proceeding, action, cause of action, suit, claim, specific claim or demand whatsoever, known or unknown, whether in law, in equity, or otherwise.
- (w) **"Ratification Vote"** means a vote referred to in Article 8.0 on the Ballot Question conducted in accordance with the Voting Guidelines.
- (x) **"Settlement Agreement"** means all the terms and conditions set out in this agreement including the attached Schedules.
- (y) **"Trust Account"** means the account opened at a Financial Institution by the Trustee in trust for the First Nation in accordance with the Trust Agreement.
- (z) **"Trust Agreement"** means the Trust Agreement voted on and approved by a Ratification Vote pursuant to Article 8.0.
- (aa) **"Trustee"** means the person, persons or trust company identified as the trustee in the Trust Agreement.
- (bb) **"Voter"** means "elector" as that word is defined in the *Indian Act*.

(cc) **"Voting Guidelines"** means those ratification guidelines detailing the process developed and approved by Council to conduct the Ratification Vote referred to in Article 8.0 and as ratified by Council Resolution.

1.2 Except as otherwise defined in this Settlement Agreement, any words used in this Settlement Agreement that are defined in the *Indian Act* have the same meaning as they have in the *Indian Act*.

1.3 The following Schedules are attached to and form part of this Settlement Agreement:

- Schedule 1 Solicitor's Certificate
- Schedule 2 Ballot Question
- Schedule 3 Form of Council Resolution for Payment & Direction to Pay
- Schedule 4 Form of Council Resolution
- Schedule 5 Form of Certification of Vote Results & Appeals

2.0 PURPOSE AND SCOPE

2.1 The Parties agree that the Compensation provided by Canada to the First Nation is a fair assessment of the equitable compensation necessary to put the First Nation and its Members in the position they would have been in had Canada provided the Agricultural Benefits as required by Treaty 4, thereby allowing the First Nation and its Members, unimpeded by Canada's failure, to successfully transition to an intergenerational, self-sustaining agricultural economy.

2.2 The First Nation accepts the Compensation as full, fair and final settlement of Canada's failure to fulfill its obligations and any outstanding liability to the First Nation and its Members arising directly or indirectly from Canada's actions and omissions that impeded the First Nation and its Members from pursuing a livelihood through agricultural production on an Owner-operator basis and thereby preventing a transition to an intergenerational, self-sustaining, agricultural economy. Canada's actions and omissions include:

- (a) Canada's failure to provide Agricultural Benefits to the First Nation in a satisfactory and timely manner;
- (b) Canada's failure to provide satisfactory and timely Agricultural Instruction to the First Nation or any of its Members;
- (c) Canada's adoption or application of any policies or practices, or any Crown conduct by Canada's agents and servants, to the extent that they may have interfered with the ability of the First Nation or any of its Members to pursue a livelihood through agricultural production;

- (d) Canada's failure to provide assistance to the First Nation in the context of a famine due to Canada's failure to provide Agricultural Benefits or Agricultural Instruction. For greater certainty, this does not include any failure by Canada to provide required assistance to the First Nation in the context of famine caused by other factors including but not limited to (i) drought, hail or other adverse weather conditions or climate change; (ii) crop disease, pests or other adverse growing conditions; and
- (e) Canada's encouragement of the First Nation and its Members to expend funds to procure tools, supplies or services that Canada owed as Agricultural Benefits or Agricultural Instruction, Canada's approval of such expenditures from the First Nation's accounts managed by Canada, and Canada's levying of any fees to replace Agricultural Benefits that were lost or destroyed. For greater certainty, Article 2.2(e) does not include mismanagement of trust funds unrelated to Agricultural Benefits and Agricultural Instruction.

2.3 The Parties agree that the Compensation is premised on Canada having provided the First Nation with reserves for farming lands of sufficient quality, including arability and suitability for agricultural production.

2.4 A further purpose of this Settlement Agreement is to fully and finally settle Canada's promise to provide Ammunition and Twine Benefits to the First Nation. The First Nation accepts the Compensation as full, fair and final settlement of Canada's Nominal Ammunition and Twine Obligations, up to December 31, 2024. For greater certainty, this does not include any failure by Canada to fulfill any Indexed Ammunition and Twine Benefits Obligations that may exist.

3.0 COMPENSATION

3.1 The First Nation accepts Canada's Compensation in the amount of \$213,000,000 and agrees that the Compensation satisfactorily achieves the purposes of this Settlement Agreement and fully, fairly and finally settles Canada's obligations and liabilities related to all matters described in this Settlement Agreement. The Compensation includes a contribution toward legal, negotiation and ratification costs.

3.2 The First Nation authorizes and directs Canada to deduct from the Compensation referred to in Article 3.1 the Negotiation Loan Funding, to satisfy the First Nation's full and final repayment of its Negotiation Loan Funding.

3.3 The First Nation authorizes and directs Canada to pay the Compensation Balance in accordance with the Council Resolution for Payment and Direction to Pay and will provide those substantially in the form of Schedule 3, together with any other documentation required by Canada for the purposes of depositing funds.

- 3.4 Canada will deposit the Compensation Balance within 45 days of the effective date of this Settlement Agreement in accordance with Article 11.1. The sole responsibility of Canada with respect to the Compensation Balance is to deposit it in accordance with Article 3.3.
- 3.5 The Parties agree and intend that the Compensation is not "Indian moneys" within the meaning of the *Indian Act* and accordingly the provisions of the *Indian Act* with respect to the management of Indian moneys do not apply to the Compensation.
- 3.6 The Canada Revenue Agency's position is that all bands within the meaning of the *Indian Act* meet the criteria to qualify for the income tax exemption provided under paragraph 149(1)(c) of the *Income Tax Act*, RSC 1985, c 1 (5th Supp).

4.0 RELEASE

- 4.1 In exchange for the Compensation provided by Canada, the First Nation agrees to settle the matters described below and forever releases and discharges Canada and any of its ministers, officials, servants, employees, agents, successors and assigns from, and will not assert any liability or bring any Proceeding that the First Nation, its successors or assigns, or any Person, may now have, or may in the future have against Canada and any of its ministers, officials, servants, employees, agents, successors and assigns with respect to:
- (a) All matters described in Articles 2.1, 2.2 and 2.4;
 - (b) all Negotiation Costs, costs related to the Proceedings referenced in Article 7.0, and Negotiation Loan Funding, including any deductions from the Compensation for Negotiation Loan Funding;
 - (c) the negotiation, ratification or other procedures referred to in this Settlement Agreement resulting in the execution of this Settlement Agreement by the First Nation;
 - (d) the subject matter of any of the representations and warranties of the First Nation under Article 12.0;
 - (e) the adequacy of the Compensation provided in this Settlement Agreement;
 - (f) the deposit of the Compensation Balance, provided that such deposits are made pursuant to Article 3.0;
 - (g) following the deposit of the Compensation Balance in paragraph (f), any subsequent management, investment, disbursement, or other uses of the Compensation Balance and earned interest, and any loss therefrom, whether caused by a Financial Institution, the First Nation, Council, Members, Trustees or other representatives of, or advisors to, the First Nation; and

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- (h) any actions, inactions, malfeasance or negligence of the Trustees.
- 4.2 The First Nation releases and discharges Canada from any liability for losses caused by its inability to use the lands promised under Treaty 4 for agricultural production on an Owner-operator basis due to any matter described in Articles 2.1 and 2.2.
- 4.3 The Parties acknowledge this Settlement Agreement includes Compensation for the Members' lost opportunity to use Agricultural Benefits and Agricultural Instruction to support the First Nation's transition to an intergenerational, self-sustaining agricultural economy, from the time the Parties entered Treaty 4 on an Owner-operator basis.
- 4.4 The Parties further acknowledge that this Settlement Agreement does not include compensation for the loss of use of the lands promised under Treaty 4, on any basis which did not use labour, management and capital, including the use of seed, tools and livestock for agricultural production. The Parties agree the Compensation addresses the difference in loss of use from agricultural production between what any land could have produced with the input of labour, management and capital and what any land could have produced without the input of labour, management and capital.
- 4.5 For greater certainty, these releases do not apply to:
- (a) liability for the portion of the capital value of the land attributable to its agricultural value on a current unimproved market value basis or otherwise;
or
 - (b) liability for the loss of use of land that is attributable to its leasing value.
- 4.6 The First Nation, or any of its successors and assigns, or any of its past, present or future Members, or their heirs and descendants will not assert any liability or bring any Proceeding, whether at law or in equity, against any Person with respect to the matters described in Article 4.1(a), (b), (c), (e), (f) and Article 4.2.

5.0 OTHER PROCEEDINGS

- 5.1 Nothing in this Settlement Agreement shall limit or preclude the First Nation from seeking compensation for matters relating to Treaty 4 not included in this Settlement Agreement.
- 5.2 Recognizing the purpose and scope of this Settlement Agreement and recognizing that this settlement is based on Treaty 4, the Parties acknowledge this Settlement Agreement has the potential to intersect with or be relevant to other Proceedings, and the Parties agree that this Settlement Agreement may inform the resolution,

negotiation or litigation of any such Proceedings to avoid double compensation for a loss that has already been compensated for in this Settlement Agreement.

- 5.3 The Parties acknowledge that the Compensation was calculated using a formula incorporating modern population, historical population, a modern value of Agricultural Benefits, and various risks as a fair, reasonable and easily implementable approach. The formula is a compromise and addresses the Parties' different positions.
- 5.4 The historical and modern estimates of, and the approaches to arriving at, the First Nation's population used for these negotiations are for the specific purpose of concluding this Settlement Agreement and are used without any admission as to their relevance for the resolution of other claims. These approaches and estimates of population are not to be relied upon by the Parties in the negotiation of any other claim by the First Nation or in any other Proceeding, unless the Parties agree otherwise.

6.0 INDEMNITY

- 6.1 The First Nation will indemnify and forever save Canada harmless from any Proceeding brought by any of its Members or by any Person against Canada or any of its ministers, officials, servants, employees, agents, successors or assigns with respect to any matter described in this Settlement Agreement.
- 6.2 Canada will provide notice to the First Nation in accordance with Article 17.0 of any Proceeding referred to in Article 6.1.
- 6.3 The First Nation will not be entitled to avoid liability for indemnification due to the timeliness of the notice, unless a lack of timeliness materially diminishes the First Nation's ability to participate, or entirely precludes the First Nation from participating in the Proceeding as set out in Article 6.5.
- 6.4 If the First Nation wishes to participate in a Proceeding that may give rise to a right of indemnity under Article 6.0, the First Nation will provide written notice to Canada that the First Nation wishes to participate in the resolution of the Proceeding within 60 days of receiving notice pursuant to Article 6.2 and may, to the extent permitted by law, and at its own expense, seek to be added as a party to the Proceeding. The First Nation may make such investigation, negotiation and settlement of any Proceeding as it deems expedient, and Canada will reasonably co-operate with the First Nation in respect of the same. This entitlement, however, in no way:
- (a) means that the First Nation is entitled to represent Canada, or any of its ministers, officials, servants, employees, agents, successors or assigns; or

- (b) affects the rights or abilities of Canada or any of its ministers, officials, servants, employees, agents, successors or assigns to defend or settle any such Proceeding.
- 6.5 If, after providing notice to the First Nation pursuant to Article 6.2, no notice is received by Canada within 60 days that the First Nation wishes to participate in the Proceeding, Canada will proceed to settle or defend the Proceeding and may seek to join the First Nation as a party to the Proceeding.
- 6.6 Before settling any Proceeding described in Article 6.1, Canada will notify the First Nation of the proposed settlement, and will seek written consent to the settlement from the First Nation and their agreement to indemnify Canada, such consent will not be unreasonably withheld.
- 6.7 If the First Nation does not agree with the proposed settlement of the Proceeding, then it must provide notice to Canada setting out its legal justification and any other reasonable basis for disagreement within 60 days of receiving the notice under Article 6.6.
- 6.8 If the First Nation provides notice to Canada in accordance with Article 6.6 and Canada proceeds with the proposed settlement of the Proceeding, then Canada will not require the First Nation to indemnify it under Article 6.0 for the proposed settlement.
- 6.9 If the First Nation does not provide written consent to the settlement pursuant to Article 6.6 or notice to Canada in accordance with Article 6.7, then the First Nation is deemed to have consented to the proposed settlement of the Proceeding and will indemnify Canada in accordance with Article 6.0.
- 6.10 Any demand by Canada for indemnification will be made in accordance with Article 17.0, setting out full particulars of the amount demanded.
- 6.11 Canada will not refuse to defend any Proceeding based solely on the existence of Article 6.0 and will use reasonable efforts to defend itself.
- 6.12 Nothing in Article 6.0 prevents Canada from adding or seeking to add the First Nation as a party to the Proceeding.

7.0 DISMISSAL OF PROCEEDINGS

7.1 Subject to Article 7.2, the First Nation will:

- (a) seek a dismissal of all Proceedings, or portions of Proceedings, based on the same or substantially the same facts as described in this Settlement Agreement within 90 days from the effective date of the Settlement

Agreement in accordance with Article 10.1, such draft order to state "This matter is dismissed as if adjudicated on the merits"; and

- (b) instruct its legal counsel to file all the necessary documents to do so and to provide Canada with a copy of all such documents duly filed.
- 7.2 For any Proceeding filed in the Federal Court that is a "representative proceeding" as per rule 114 of the *Federal Courts Rules* (SOR/98-106) based on the same or substantially the same facts as described in this Settlement Agreement, the First Nation will seek an order of the Federal Court approving the settlement and dismissing the Proceeding prior to the execution of this Settlement Agreement by the Minister, including but not limited to the portions of *George Gordon First Nation v Her Majesty the Queen* (T-220-13) based on the same or substantially the same facts as described in this Settlement Agreement.

8.0 RATIFICATION

8.1 The First Nation:

- (a) agrees to all the terms and conditions of this Settlement Agreement and the Trust Agreement; and
- (b) authorizes and directs the Council to execute this Settlement Agreement and the Trust Agreement,

if a successful Ratification Vote is held in accordance with this Article.

8.2 A first Ratification Vote is successful if:

- (a) a majority (over 50%) of the votes cast are in favour of the Settlement Agreement and the Trust Agreement; and
- (b) at least 25% of all eligible Voters vote in favour.

8.3 If a first Ratification Vote is unsuccessful but a majority of the votes cast are in favour of the Settlement Agreement and the Trust Agreement, then the Council may at its discretion cause a second Ratification Vote to be conducted.

8.4 A second Ratification Vote is successful if:

- (a) a majority (over 50%) of the votes cast are in favour of the Settlement Agreement and the Trust Agreement.

8.5 All Ratification Votes with respect to this Settlement Agreement and the Trust Agreement will be conducted in accordance with the Voting Guidelines.

9.0 CONDITIONS TO EXECUTION BY CANADA

9.1 The following conditions must be fulfilled before Canada will consider executing this Settlement Agreement:

- (a) the First Nation ratifies and approves the terms of this Settlement Agreement and the Trust Agreement in accordance with Article 8.0;
- (b) the First Nation provides an executed Council Resolution substantially in the form of Schedule 4 approving and assenting to the terms and conditions of this Settlement Agreement in accordance with Article 8.0;
- (c) the First Nation provides a Certification of Vote Results and Appeals executed by the ratification officer responsible for the Ratification Vote, substantially in the form of Schedule 5 and confirms there are no outstanding Proceedings, including appeals, challenging the Ratification Vote or approval of the Settlement Agreement by Council;
- (d) the Minister is authorized to sign this Settlement Agreement;
- (e) Canada approves and appropriates the funds for the payment of the Compensation;
- (f) the First Nation provides the information required by Canada to deposit moneys into the Trust Account;
- (g) the First Nation provides the Council Resolution for payment and Direction to Pay substantially in the forms attached as Schedule 3 and provides the information required by Canada to deposit the Compensation Balance;
- (h) the First Nation's legal counsel provides a Solicitor's Certificate substantially in the form of Schedule 1, dated on or after the date of execution of this Settlement Agreement by the First Nation; and
- (i) the Federal Court issues an order approving the settlement and dismissing the portions of the Proceeding *George Gordon First Nation v Her Majesty the Queen* (T-220-13) based on the same or substantially the same facts as described in this Settlement Agreement.

10.0 EXECUTION

10.1 This Settlement Agreement is fully executed once signed by:

- (a) Council on behalf of the First Nation following ratification of this Settlement Agreement in accordance with Article 8.0; and

- (b) the Minister on behalf of Canada, following the fulfillment of the conditions set out in Article 9.0.

11.0 EFFECTIVE DATE OF SETTLEMENT AGREEMENT

- 11.1 The effective date of this Settlement Agreement is the date this Settlement Agreement is executed by Canada in accordance with Article 10.0.

12.0 REPRESENTATIONS AND WARRANTIES

- 12.1 The First Nation represents and warrants that:

- (a) its Council has the authority to negotiate the terms of this Settlement Agreement on behalf of the First Nation;
- (b) it intends to use the Compensation Balance for the benefit of the First Nation, in its sole discretion, and shall take such actions as it deems necessary or advisable to give effect to that intent;
- (c) it is entering this Settlement Agreement after having had an opportunity to obtain independent advice, including legal advice, with respect to all matters related to the Settlement Agreement, the Voting Guidelines, the Ratification Vote, and the deposit, management or administration of the Compensation Balance;
- (d) it retained legal counsel, independent from Canada, who is qualified to practise law in the Province of Saskatchewan to advise it in respect of the legal nature and effect of this Settlement Agreement and the Ratification Vote, and the Trust Agreement, including, any legal implications of the Compensation Balance being deposited into a Trust Account pursuant to a Trust Agreement, rather than being deposited into an account managed by Canada for the First Nation pursuant to the *Indian Act*, as confirmed by the Solicitor's Certificate, which is Schedule 1 of this Settlement Agreement;
- (e) it made best efforts to fully inform all Voters, whether residing on reserve or elsewhere, about the Ratification Vote, including the Settlement Agreement and Trust Agreement, and provided Voters with an opportunity to ask questions and receive answers from the First Nation's advisors;
- (f) the Ratification Vote was carried out in accordance with the Voting Guidelines and Settlement Agreement;
- (g) Canada has not advised the First Nation with respect to any matters related to the Settlement Agreement, the Voting Guidelines, the Ratification Vote,



and the deposit, management, or administration of the Compensation Balance; and

- (h) an interpreter fluent in the First Nation's language was not necessary at the Information Meeting.

12.2 Furthermore, with respect to the conduct of the Ratification Vote, the First Nation represents and warrants that:

- (a) it provided a reasonable notice period;
- (b) at least one Information Meeting was held, and Voters had an opportunity to ask questions of the Council, and legal counsel, about the Settlement Agreement and the Trust Agreement;
- (c) each Voter was provided a reasonable opportunity to participate in the Ratification Vote;
- (d) only one vote by each Voter will be counted and there is a mechanism in the Voting Guidelines to address any additional votes by the same Voter where there are multiple modes of voting; and
- (e) there is a reasonable appeal process.

12.3 These representations and warranties survive the execution of this Settlement Agreement and continue in full force and effect for the benefit of Canada.

13.0 DISPUTE RESOLUTION

13.1 In the event of a dispute regarding this Settlement Agreement, the Parties will, at their own expense, explore resolution through negotiation or other appropriate dispute resolution procedure, including mediation, before resorting to litigation. Any Party may resort to litigation 60 days after the dispute arises. A dispute is deemed to have arisen after notice has been given by one Party to the other in accordance with Article 17.0.

14.0 PROGRAMS AND SERVICES

14.1 Nothing in this Settlement Agreement affects the ability of the First Nation or any of its respective Members to apply for, or otherwise have access to, other programs and services funding offered by Canada, in accordance with the terms and conditions that govern those programs and services.

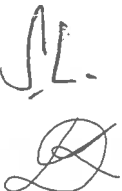


15.0 NON-DEROGATION

- 15.1 This Settlement Agreement shall not be construed so as to abrogate, derogate, or otherwise alter in any way the existing Aboriginal and Treaty 4 rights of the First Nation as recognized and affirmed by section 35 of the *Constitution Act, 1982*.

16.0 AMENDMENTS

- 16.1 After this Settlement Agreement is initialled by the negotiators for the Parties and before this Settlement Agreement is executed, by written agreement the Parties may:
- (a) remove any conflicts or inconsistencies that may exist between any of the terms of this Settlement Agreement and any provision of any applicable law or regulation;
 - (b) amend the time provided in any of the provisions in this Settlement Agreement for doing any act or receiving any notice or written communication;
 - (c) correct any typographical errors in this Settlement Agreement, or make corrections or changes required for the purpose of curing or correcting any clerical omission, mistake, manifest error or ambiguity arising from defective or inconsistent provisions contained in this Settlement Agreement;
 - (d) address any necessary amendments to the Schedules; or
 - (e) address any deficiencies in this Settlement Agreement that may be identified or ordered by a court to facilitate the First Nation's efforts to seek a dismissal of any Proceedings in accordance with Article 7.0.
- 16.2 Subject to Article 16.3, once this Settlement Agreement is executed, the Parties may only amend or replace this Settlement Agreement by written agreement between the Parties, upon approval pursuant to the same procedures by which this Settlement Agreement was approved.
- 16.3 Once this Settlement Agreement is executed, the Parties may amend this Settlement Agreement by written agreement between the First Nation, as represented by its Council, and Canada, as represented by the Assistant Deputy Minister responsible for the implementation of this Settlement Agreement, to:
- (a) remove any conflicts or inconsistencies that may exist between any of the terms of this Settlement Agreement and any provision of any applicable law or regulation;



- (b) amend the time provided in any of the provisions in this Settlement Agreement for doing any act or receiving any notice or written communication;
- (c) correct any typographical errors in this Settlement Agreement, or make corrections or changes required for the purpose of curing or correcting any clerical omission, mistake, manifest error, or ambiguity arising from defective or inconsistent provisions contained in this Settlement Agreement;
- (d) address any necessary amendments to the Schedules; or
- (e) address any deficiencies in this Settlement Agreement that may be identified or ordered by a court to facilitate the First Nation's efforts to seek a dismissal of any Proceedings in accordance with Article 7.0.

17.0 NOTICE

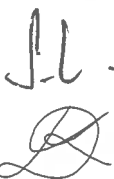
- 17.1 Any notice, request, consent, or demand given under this Settlement Agreement is to be made in writing.
- 17.2 Any notice, request, consent, demand, or other written communication required or permitted to be given under this Settlement Agreement will be given by registered mail or courier as follows:

to Canada: Specific Claims Branch
Crown-Indigenous Relations and Northern Affairs
Canada
25 Eddy Street, 6th Floor
Gatineau, QC
J8X 4B5

to the First Nation: Chief and Council
George Gordon First Nation
P.O. Box 248
Punnichy, SK
S0A 3C0

or at such other address as may be provided in writing by either Party.

- 17.3 If a Party gives notice to the other Party of a change of address for purpose of this Settlement Agreement, Article 17.2 is deemed amended accordingly.
- 17.4 Any notice, request, consent, demand or other written communication set out in Article 17.2 will be presumed to have been received by the Party on the earlier of either the day it was received or the fifth day after it was mailed.



17.5 During an actual or anticipated postal disruption or stoppage, the mail will not be used by either Party, and if used, such notice will be of no effect. In the event of a postal disruption or stoppage, the Parties may send notice or other written communication required or permitted to be given under this Settlement Agreement by email and in so doing, the Party sending the email will bear the onus of ensuring its receipt by the other Party.

18.0 GENERAL PROVISIONS

- 18.1 This Settlement Agreement is for the benefit of the First Nation and Canada. It is binding upon Canada and any of its ministers, officials, servants, employees, agents, successors and assigns, and binding upon the First Nation and its Members, and any of their respective heirs, descendants, successors and assigns.
- 18.2 For purposes of transparency and financial accountability, elements of this Settlement Agreement will be recorded in Canada's publicly available databases. Any such recording does not comprise or constitute any waiver of settlement privilege that attaches to the settlement of the matters set out in this Settlement Agreement or any commitments by the parties to keep the contents of this Settlement Agreement confidential.
- 18.3 The insertion of headings and recitals, and the provision of a table of contents, are solely for convenience and in no way modify or explain the scope or meaning of any part of this Settlement Agreement.
- 18.4 Any reference to an article heading refers to all relevant articles listed thereunder.
- 18.5 Words in the singular include the plural and words in the plural include the singular.
- 18.6 Ambiguity in any of the terms of this Settlement Agreement will not be interpreted in favour of any Party.
- 18.7 This Settlement Agreement has been the subject of negotiations by and discussions between the Parties, each of which has been represented and advised by competent counsel who worked together to draft the terms of this Settlement Agreement. As such, any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against either Party in favour of the other shall have no force and effect.
- 18.8 The rights and obligations of the Parties to this Settlement Agreement cannot be assigned or otherwise transferred without the prior consent of the First Nation, evidenced by a Council Resolution, and the prior written consent of Canada, such consent not to be unreasonably withheld.
- 18.9 This Settlement Agreement is governed by the applicable laws of the Province of

Saskatchewan and Canada.

- 18.10 This Settlement Agreement sets out the entire agreement between the Parties. There is no representation, warranty, collateral agreement, undertaking, or condition affecting this Settlement Agreement, except as expressly set out herein. This Settlement Agreement supersedes and revokes all previous agreements entered during the negotiation of this settlement, except any agreements concerning confidentiality and privilege including any negotiation protocol agreements and non-disclosure agreements, whether oral or in writing between the Parties.
- 18.11 All references in this Settlement Agreement to statutes and regulations of Canada include, unless a contrary intention is expressed, any such statute or regulation as the same may be amended, re-enacted, or replaced from time to time.
- 18.12 The Parties will in good faith do such things, execute such further documents, and take such further measures as may be necessary to carry out and implement the terms, conditions, intent and meaning of this Settlement Agreement.

[signature pages follow]

Handwritten initials "SL" and a signature.

IN WITNESS WHEREOF the Minister of Crown-Indigenous Relations, on behalf of His Majesty in right of Canada, and the Council of the First Nation, on behalf of the First Nation, have executed this George Gordon First Nation Treaty 4 Agricultural Benefits and Ammunition and Twine Benefits Settlement Agreement on the dates indicated below.

Signed on behalf of the First Nation
at _____ by the Council
of the First Nation in the presence of:

Signature: _____

Name of Witness: _____

Address: _____

As to all Signatures

Date: _____

Per: _____
Chief Shawn Richard Longman

Per: _____
Councillor Daniel Wayne Cyr

Per: _____
Councillor Ivy Leona Kennedy

Per: _____
Councillor Angela Leigh McNab

Per: _____
Councillor Joseph Elwood McNab

Per: _____
Councillor Lance Tyler McNab

Per: _____
Councillor Ian Frederick Morris

Per: _____
Councillor Jason Thomas Morris

Per: _____
Councillor Hugh Edward Pratt

Signed on behalf of His Majesty in right of
Canada, as represented by the Minister
of Crown-Indigenous Relations, in the
presence of:

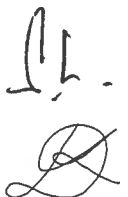
Signature: _____

Name of Witness: _____

Address: _____

Date: _____

Minister of Crown-Indigenous Relations




**GEORGE GORDON FIRST NATION
TREATY 4 AGRICULTURAL BENEFITS
AND AMMUNITION AND TWINE BENEFITS
SETTLEMENT AGREEMENT**

**SCHEDULE 1
SOLICITOR'S CERTIFICATE**

I, _____, of _____,
Barrister and Solicitor, certify:

1. THAT I am a member in good standing of the Law Society of Saskatchewan and am qualified to practise law in the Province of Saskatchewan;
2. THAT I was retained in my professional capacity to provide legal advice independent from Canada to the First Nation with respect to all matters in the preparation, execution and implementation of the George Gordon First Nation Treaty 4 Agricultural Benefits and Ammunition and Twine Benefits Settlement Agreement, executed by the First Nation on the ___ day of _____, 20___;
3. THAT I advised the Council, or ensured appropriate expert advice was provided to Council, as to the legal nature and effect upon the First Nation and its Members, of the Settlement Agreement and the Trust Agreement and including, any legal implications of the Compensation Balance being deposited into a Trust Account pursuant to a Trust Agreement, rather than being deposited into an account managed by Canada for the First Nation pursuant to the *Indian Act*), tax implications, or other legal or financial considerations (the "Legal Issues");
4. THAT I advised the Council as to the legal nature and effect upon the First Nation and its Members of the Voting Guidelines and Ratification Vote, consistent with principles of natural justice, fairness principles, and other administrative law considerations;
5. THAT I participated in the following Information Meeting(s) called for the purpose of explaining to the Voters the Legal Issues:

Location/Forum of Meeting(s):	Date(s) and Time(s):
6. THAT I made a presentation at the Information Meeting(s), to the Voters who participated, regarding the Legal Issues and answered any relevant legal questions raised at the Information Meeting(s); and

S.L.


7. THAT I was also available, as needed, to answer Voters' questions about the Legal Issues, including any Voters who did not participate in the Information Meeting.

Witness' Signature: _____

Name of Witness: _____

Address: _____

Date: _____

(On or after date of Settlement Agreement Execution)

Name:
Barrister and Solicitor

Handwritten signature and initials in the bottom right corner of the page.

**GEORGE GORDON FIRST NATION
TREATY 4 AGRICULTURAL BENEFITS
AND AMMUNITION AND TWINE BENEFITS
SETTLEMENT AGREEMENT**

**SCHEDULE 2
BALLOT QUESTION**

As a Voter of the First Nation, do you:

- (a) **agree** to all of the terms and conditions of the George Gordon First Nation Treaty 4 Agricultural Benefits and Ammunition and Twine Benefits Settlement Agreement initialled by the negotiators for the First Nation and Canada, which settles and releases the matters set out in the Settlement Agreement, and the Trust Agreement;

and

- (b) **authorize and direct** the Council of the First Nation to sign all documents and do everything necessary to give effect to the George Gordon First Nation Treaty 4 Agricultural Benefits and Ammunition and Twine Benefits Settlement Agreement and the Trust Agreement?

YES

NO

Mark this Ballot by placing an "X", check mark or other mark, under the word "YES" or "NO" within the appropriate box, clearly indicating your response to the question asked, but without identifying yourself.



**GEORGE GORDON FIRST NATION
TREATY 4 AGRICULTURAL BENEFITS
AND AMMUNITION AND TWINE BENEFITS
SETTLEMENT AGREEMENT**

**SCHEDULE 3
FORM OF COUNCIL RESOLUTION
FOR PAYMENT**

The First Nation hereby authorizes and directs Canada to pay the Compensation Balance set out in Article 3.0 of the George Gordon First Nation Treaty 4 Agricultural Benefits and Ammunition and Twine Benefits Settlement Agreement in accordance with the Direction to Pay attached hereto.

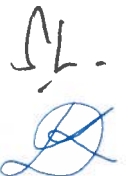
The First Nation, by its Council:

EXAMPLE ONLY – DO NOT SIGN _____
Chief DATE

EXAMPLE ONLY – DO NOT SIGN _____
Councillor DATE

EXAMPLE ONLY – DO NOT SIGN _____
Councillor DATE

[NOTE: the number of signature lines should equal the number of council members, and each council member's name should be typed in under each signature line. At least a majority of Councillors must sign.]



DIRECTION TO PAY

Pursuant to the terms of the George Gordon First Nation Treaty 4 Agricultural Benefits and Ammunition and Twine Benefits Settlement Agreement, the First Nation hereby directs Canada to pay all amounts owing to the First Nation under the George Gordon First Nation Treaty 4 Agricultural Benefits and Ammunition and Twine Benefits Settlement Agreement as follows:

NAME OF FINANCIAL INSTITUTION: _____

ADDRESS OF FINANCIAL INSTITUTION: _____

NAME OF ACCOUNT HOLDER: _____

TRANSIT NUMBER OF FINANCIAL INSTITUTION: _____

REGISTERED ACCOUNT NAME: _____

REGISTERED ACCOUNT NUMBER: _____

AND THIS IS YOUR CLEAR AND IRREVOCABLE DIRECTION TO PAY.

The First Nation, by its Council:

EXAMPLE ONLY – DO NOT SIGN
Chief _____ DATE _____

EXAMPLE ONLY – DO NOT SIGN
Councillor _____ DATE _____

EXAMPLE ONLY – DO NOT SIGN
Councillor _____ DATE _____

[NOTE: the number of signature lines should equal the number of council members, and each council member's name should be typed in under each signature line. At least a majority of Councillors must sign.]

PL.


**GEORGE GORDON FIRST NATION
TREATY 4 AGRICULTURAL BENEFITS
AND AMMUNITION AND TWINE BENEFITS
SETTLEMENT AGREEMENT**

**SCHEDULE 4
FORM OF COUNCIL RESOLUTION**

WHEREAS the First Nation wishes to enter into the George Gordon First Nation Treaty 4 Agricultural Benefits and Ammunition and Twine Benefits Settlement Agreement (the "Settlement Agreement") with His Majesty in right of Canada.

AND WHEREAS the Council of the First Nation held an Information Meeting for its Voters on [date, time and location/forum] to explain the terms and conditions of the proposed Settlement Agreement and the Trust Agreement.

AND WHEREAS legal counsel for the First Nation explained the legal nature and effect of entering into the Settlement Agreement and the Trust Agreement to the Council and to the Voters who participated in the Information Meeting.

AND WHEREAS a Ratification Vote conducted in accordance with the Voting Guidelines was held wherein _____ Voters voted, representing [insert percentage of the total number of Voters that is at least 25% of the Voters] ____% of the total number of Voters, and of those who voted, _____ Voters voted in favour of the Settlement Agreement and the Trust Agreement, representing the majority of those who voted.

BE IT RESOLVED:

1. THAT the First Nation hereby approves and assents to the terms and conditions of the Settlement Agreement initialled by the Parties, which settles the matters in the Settlement Agreement and Trust Agreement.
2. THAT the Council hereby agrees to execute the Settlement Agreement and the Trust Agreement on behalf of the First Nation.

The First Nation, by its Council:

EXAMPLE ONLY – DO NOT SIGN
Chief

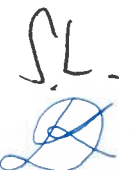
DATE

EXAMPLE ONLY – DO NOT SIGN
Councillor

DATE

EXAMPLE ONLY – DO NOT SIGN
Councillor

DATE



[NOTE: the number of signature lines should equal the number of council members, and each council member's name should be typed in under each signature line. At least a majority of Councillors must sign.]

Handwritten initials 'SL' and a signature.

**GEORGE GORDON FIRST NATION
TREATY 4 AGRICULTURAL BENEFITS
AND AMMUNITION AND TWINE BENEFITS
SETTLEMENT AGREEMENT**

**SCHEDULE 5
FORM OF CERTIFICATION OF VOTE RESULTS & APPEALS**

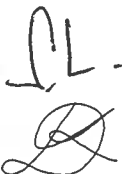
I, _____, Ratification Officer responsible for the ratification vote of the George Gordon First Nation Treaty 4 Agricultural Benefits and Ammunition and Twine Benefits Settlement Agreement and Trust Agreement, DO SOLEMNLY DECLARE THAT:

1. I was present at _____ on _____, 2025 when Voters of the First Nation voted on the George Gordon First Nation Treaty 4 Agricultural Benefits and Ammunition and Twine Benefits Settlement Agreement and Trust Agreement in accordance with the Voting Guidelines.
2. A true copy of the Notice of Vote is attached as Annex "1" to this Certification.
3. The number of Voters whose names were recorded on the List of Voters was _____.
4. The results of the Ratification Vote are as follows:
 - a. _____ mail-in ballots were cast
 - b. _____ in-person ballots were cast
 - c. _____ electronic ballots were cast
 - d. _____ ballots were spoiled
 - e. _____ ballots were rejected
 - f. _____ ballots were cancelled
 - g. _____ ballots were marked "YES" for the Ballot Question
 - h. _____ ballots were marked "NO" for the Ballot Question.
5. *There were no appeals received during the appeal period / All appeals received during the appeal period were resolved in accordance with the Voting Guidelines.*
6. The Settlement Agreement and Trust Agreement were (*approved / not approved*) by the Voters.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force as if made under oath and by virtue of the *Canada Evidence Act*.

Ratification Officer

DECLARED BEFORE me at _____ in the Province



of _____, this _____ day of _____, 20__.

A Commissioner for Oaths in the Province of _____

S. J.


**SUMMARY OF THE GEORGE GORDON FIRST NATION
SŌNIYĀSKAW TRUST AGREEMENT¹**



Overview: The settlement monies from the George Gordon First Nation Treaty 4 Agricultural Benefits and Ammunition and Twine Claims (\$213,000,000) will be contributed to the George Gordon First Nation Sōniyāskaw Trust. The Trust Agreement is the rule book that will govern the management, investment and distribution of these settlement monies and other Trust Property.

Purposes: The purposes of the Trust are 1. to manage and administer the per capita distribution to Members; 2. to make certain other disbursements from the settlement monies; and 3. to protect and invest the remaining settlement monies for the benefit of the George Gordon First Nation (GGFN).

Beneficiary: GGFN is the sole beneficiary of the Trust – the Trust is for the benefit of GGFN as a whole.

Trustee: A corporate trustee appointed by GGFN will manage the Trust Property and administer the per capita distributions from the settlement monies. They must follow the rules set out in the Trust Agreement. Royal Trust Corporation of Canada will be the initial Trustee.

Per Capita Distributions (PCDs):

Eligibility and Payment:

- Each individual who is alive and on the Membership List on the Ratification Date will receive a one-time PCD.
 - o Adults (18 and older) will be paid a \$50,000 PCD as soon as possible after Canada transfers the settlement monies into the Trust Account.
 - o Minors (under 18) will be paid a \$50,000 PCD (plus inflation or such other adjustment determined by the Trustee in accordance with the Trust Agreement) when they turn 18.
- There is one exception:
 - o Children who were born between January 1, 2024, and the Ratification Date have until December 31, 2025, to apply to be added to the Membership List. If they are added to the Membership List, they will be paid a \$50,000 PCD (plus the adjustment referred to above) when they turn 18.

Process:

- The Trustee will administer the PCDs.
- The Trustee and GGFN will host or make available a financial literacy course or presentation before paying out the PCDs.
- Members who meet the above eligibility requirements have two years to claim their PCD. There is no obligation on GGFN or the Trustee to locate Members in the event that they do not come forward and claim their PCD.
- If a Member passes away before they receive their PCD, it will be paid to their estate.
- If a Member transfers out of GGFN before they receive their PCD, they forfeit their PCD.
- If a Member has already received a PCD from another First Nation from its Treaty agricultural benefits and agricultural instruction claim or nominal ammunition and twine benefits claim, they are not entitled to one from GGFN.

Investing: The Trust Property must be invested by one or more professional Investment Managers in accordance with the Trust Agreement and the Investment Policy developed by GGFN, with advice from GGFN's Investment Consultant, and the Trustee. The Investment Policy must be consistent with the principles governing the reasonable and prudent investment of trust property. The Investment Policy must also be consistent with the purposes of the Trust and take into consideration all factors that are relevant in the circumstances, including the obligation to pay all outstanding PCDs in accordance with the Trust Agreement. The Investment Consultant may also monitor and evaluate the Trustee and the Investment Manager(s) and the performance of the Trust's investments.

¹ Capitalized terms used but not otherwise defined in this document have the meanings set out in the Trust Agreement.

Expenses: The Trust Property will be used to pay Authorized Expenses related to the Trust and its administration, including Trustee, Investment Manager and Investment Consultant fees. The Trust Property cannot be used to pay Chief and Council salaries, bonuses or any other administration costs of GGFN.

Other Disbursements: The Trust Property may be used to pay for GGFN's costs and expenses to advance its Treaty 4 Agricultural Benefits and Ammunition and Twine Claims, including to contest the liability under any contingency agreements GGFN is or was a party to in connection with such claims.

Additional Payments: The Trust Agreement includes provisions that allow for additional payments for tax purposes; if any additional payments are made, the Trust Agreement includes repayment provisions.

Restrictions: It is important that the minors' PCDs are protected. Therefore, the Trust Agreement does not allow for spending the Trust Property (except for the above PCDs, expenses and other disbursements) or borrowing against the Trust Property. The Trustee must also track and monitor paid and outstanding PCDs.

Reporting: It is important that Members know how the Trust Property is being managed, invested and distributed. The Trust Agreement contains several provisions to help ensure that Members are informed. For example:

- There must be a community information meeting every year for Members to discuss the Trust. Both the Trustee and Chief and Council have reporting obligations at these meetings. Members will also have an opportunity to ask questions at these meetings.
- The Trustee must prepare an annual report for the Trust. The financial statements for the Trust must also be audited annually. These documents must be posted for Members.

Amendments:

- The Trust Agreement can only be amended if Members approve the amendments by a double majority – at least a majority (50% + 1) of the Voters must vote, and at least a majority (50% + 1) of the Voters who vote must vote in favour of the amendments.
- There are some limited exceptions that do not require a vote:
 - o Typographical, clerical and manifest errors and mistakes can be made without a vote if a lawyer provides an opinion that the amendments do not materially alter the purposes of the Trust.
 - o Ambiguities may be fixed, and administrative and procedural amendments and amendments to address changes in the law which may have an adverse impact on the Trust or the entitlements, rights or obligations of a Party may be made without a vote if a lawyer provides an opinion that the amendments do not materially alter the purposes of the Trust or materially alter the entitlements, rights or obligations of the Parties.
 - o Amendments to address changes in tax law can also be made without a vote in limited circumstances.
- The Trust Agreement cannot be amended to allow for additional PCDs to be paid out of the Trust Property.

Termination:

- The Trust can terminate when all the PCDs contemplated in the Trust Agreement have been paid or the two-year claim period has expired (whichever is earlier), if GGFN has determined that this is in the best interest of GGFN. If the Trust is terminated, the remaining Trust Property (if any) will be transferred to: 1. GGFN to be resettled in a new trust that GGFN is the sole beneficiary of; or 2. the Nation Account to be used for Community Development, being:
 - o *bona fide* public purposes, including programs, services, projects, activities and initiatives for both on and off reserve Members of the type and magnitude provided by a public body performing a function of government; and
 - o the purchase of land, minerals and improvements for the benefit of GGFN; and
 - o other initiatives of the type and magnitude provided by a public body performing a function of government or which provide a benefit to GGFN.
- If all the PCDs contemplated in the Trust Agreement have been paid or the two-year claim period has expired, GGFN can also decide to not terminate the Trust, in which case the remaining Trust Property must be used for Community Development.



GEORGE GORDON FIRST NATION

SŌNIYĀSKAW TRUST

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THIS GEORGE GORDON FIRST NATION SŌNIYĀSKAW TRUST AGREEMENT is dated for reference the ____ day of _____, 2025

BETWEEN:

GEORGE GORDON FIRST NATION,
as represented by the Chief and Council of George Gordon First Nation
(hereinafter referred to as the “**Nation**”, the “**Settlor**” or the “**Beneficiary**”)

- and -

ROYAL TRUST CORPORATION OF CANADA,
a trust company and corporation duly incorporated pursuant to the laws of Canada, and
duly approved, registered and licensed to carry on business as a corporate trustee in
the Province of Saskatchewan
(hereinafter referred to as the “**Trustee**”)

WHEREAS:

- A. The Nation and Canada have negotiated a settlement of the Nation’s Treaty 4 Agricultural Benefits and Ammunition and Twine Claims. Pursuant to Article 3.0 of the Settlement Agreement, Canada agreed to pay to the Nation \$213,000,000 to settle the Nation’s Treaty 4 Agricultural Benefits and Ammunition and Twine Claims. The Nation is establishing the Trust to, among other things, receive the Compensation Balance. Pursuant to Article 12.1(b) of the Settlement Agreement, the Nation represents and warrants that it intends to use the Compensation Balance for the benefit of the Nation, in its sole discretion, and shall take such actions as it deems necessary or advisable to give effect to that intent.
- B. The purposes of the Trust are to:
 - a. manage and administer the PCDs in accordance with this Agreement, and protect and invest the portion of the Trust Property allocated to the minor Members’ PCDs;
 - b. make certain other disbursements in accordance with this Agreement; and
 - c. protect and invest the remaining Trust Property for the benefit of the Nation until the PCDs are paid out in accordance with this Agreement.
- C. The Nation and the Trustee acknowledge and agree that the Nation is the sole settlor of the Trust and the sole beneficiary of the Trust, with all of the rights and powers normally vested in a settlor and all of the rights and powers normally vested in a beneficiary.
- D. The Nation and the Trustee acknowledge and agree that the Compensation Balance and all other monies, securities, property and other assets contributed to or settled on the Trust from time to time are intended to benefit the Beneficiary and shall be administered by the Trustee in accordance with such intention and this Agreement.
- E. At the ratification vote held on April 4, 2025, and conducted in accordance with the Settlement Agreement, as per Article 8.2 of the Settlement Agreement, at least 25% of all eligible voters (as such term is defined in the Settlement Agreement) voted in favour of the Settlement Agreement and this Agreement, and at least a majority of the votes cast were in favour of the Settlement Agreement and this Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSES THAT, in consideration of the premises and the respective covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Nation and the Trustee, the Nation and the Trustee hereby agree as follows:

ARTICLE 1 – DEFINITIONS

1.1 In this Agreement, the following capitalized terms shall have the following meanings unless this Agreement or the context requires otherwise:

- (a) **“Agreement”**, **“this Agreement”**, **“hereto”**, **“hereof”**, **“herein”**, **“hereby”** and similar expressions refer to this George Gordon First Nation Sōniyāskaw Trust Agreement, including the recitals and the schedules attached hereto, as it may be amended from time to time, and not to any particular article, section, subsection, paragraph, subparagraph or other subdivision hereof;
- (b) **“Annual Community Information Meeting”** has the meaning given to such term in Section 13.6(a);
- (c) **“Auditor”** means a firm of Chartered Professional Accountants, or any successor designation, that:
 - (1) holds a valid comprehensive licence from Chartered Professional Accountants Saskatchewan, or any successor organization; and
 - (2) is independent of the Financial Institution at which the Trust Account is held, the Trustee, the Investment Manager(s) and the Investment Consultant(s),all of which shall be attested to in writing forthwith by such auditor upon request by the Trustee;
- (d) **“Authorized Expenses”** means the following costs and expenses reasonably incurred or payable by the Trustee or the Nation in a given Fiscal Year in connection with carrying out the terms of this Agreement:
 - (1) the remuneration of the Trustee and any other fees, costs and expenses required to be paid by the Trust pursuant to the Trustee Services Agreement;
 - (2) the remuneration of the Investment Manager(s) and any other fees, costs and expenses required to be paid by the Trust or the Nation pursuant to an Investment Management Agreement;
 - (3) the remuneration of the Investment Consultant(s) and any other fees, costs and expenses required to be paid by the Nation or the Trust pursuant to an Investment Consultant Agreement;
 - (4) the remuneration of the Auditor retained to audit the financial statements of the Trust and any other fees, costs and expenses related to the same;
 - (5) legal fees, costs and expenses;

- (6) the taxes referred to in Section 12.2(b); and
 - (7) the costs related to protecting the Trust Property referred to in Section 12.2(f),
- and, for greater certainty, “Authorized Expenses” does not include any of the following costs and expenses in any way connected to the Trust or otherwise:
- (8) the salaries, wages, bonuses, per diems, honoraria and any other monetary or non-monetary benefits paid or payable to any member of the Council, any employees of the Nation or any Members;
 - (9) the out-of-pocket costs and expenses, including those related to transportation, accommodation and meals, incurred, paid or payable by or to any member of the Council, any employees of the Nation or any Members; and
 - (10) any other administration costs of the Nation or the Council;
- (e) “**Authorized Investment**” means an investment in any form of property or security in which a reasonable and prudent investor would be permitted to invest under Section 24 of the Trustee Act (as that provision may be amended or replaced from time to time), purchased with funds from the Trust Account or any property substituted therefor, provided that such investment is permitted pursuant to and made in accordance with all applicable laws, this Agreement, the Investment Policy, the Investment Management Agreement(s) and the principles governing the reasonable and prudent investment of trust property as set out in the Trustee Act and, for greater certainty, except for any publicly traded securities, “Authorized Investment” does not include any investments in any businesses wholly or partially owned, directly or indirectly, by the Nation and/or one or more Members;
 - (f) “**BCR**” means a written band council resolution signed by at least a majority of the Council and validly passed at a duly convened meeting of the Council;
 - (g) “**Beneficiary**” means the sole beneficiary of the Trust, being the Nation;
 - (h) “**Budget**” has the meaning given to such term in Section 8.1;
 - (i) “**Budget Approval BCR**” means a BCR, in substantially the form attached hereto as Schedule C, approving a Budget;
 - (j) “**Business Day**” means any day other than a Saturday, Sunday or statutory holiday recognized in the Province of Saskatchewan;
 - (k) “**Canada**” means, for the purposes of Recital A and Sections 1.1(aaa), 3.3(c), 3.9 and 4.3, His Majesty in right of Canada;
 - (l) “**Claim Advancement BCR**” means a BCR, in substantially the form attached hereto as Schedule B, authorizing a release of monies from the Trust Account for the purpose of paying Claim Advancement Costs in accordance with Section 7.1;

- (m) **“Claim Advancement Costs”** means the costs and expenses reasonably incurred or payable by, or on behalf of, the Nation to:
- (1) advance the Nation’s Treaty 4 Agricultural Benefits and Ammunition and Twine Claims, including the costs and expenses reasonably incurred or payable by, or on behalf of, the Nation for financial, investment and legal advisors, and to contest the liability under any contingency agreements the Nation is or was a party to in connection with such claims;
 - (2) negotiate, draft and ratify the Settlement Agreement and this Agreement; or
 - (3) engage with the Members in respect of the Nation’s Treaty 4 Agricultural Benefits and Ammunition and Twine Claims;
- (n) **“Community Development”** means:
- (1) *bona fide* public purposes, including programs, services, projects, activities and initiatives for Members of the type and magnitude provided by a public body performing a function of government;
 - (2) the purchase of land, minerals or improvements, or any interest therein, for the benefit of the Nation, or the development of Nation Land for the benefit of the Nation, including the design, supply, construction, installation, maintenance, repair, alteration, improvement, expansion and replacement of:
 - (i) community infrastructure, including buildings, other improvements, roads, lighting and utility works and infrastructure; and
 - (ii) infrastructure to support the Nation’s economic development initiatives, on, over, under or for the benefit of Nation Land; and
 - (3) other initiatives of the type and magnitude provided by a public body performing a function of government or which provide a benefit to the Nation;
- (o) **“Community Development BCR”** means a BCR, in substantially the form attached hereto as Schedule D, authorizing a release of monies from the Trust Account for Community Development in accordance with Section 17.2;
- (p) **“Compensation Balance”** has the meaning given to such term in Article 1.1(f) of the Settlement Agreement;
- (q) **“Council”** means, collectively, the individual duly elected to the office of Chief of the Nation from time to time and the individuals duly elected to the offices of Councillor of the Nation from time to time;

- (r) “**CPI**” means:
- (1) the annual Consumer Price Index for Canada, All-Items (Not Seasonally Adjusted) published by Statistics Canada, or any successor institution or any other department or agency of the Government of Canada whose responsibility is to publish such statistics (or any index published in substitution thereof); or
 - (2) if such index (or any index published in substitution thereof) is at any time not published by a department or agency of the Government of Canada or if the Trustee determines that using such index (or any index published in substitution thereof) is not in the best interest of the Beneficiary:
 - (i) any other index or numerical factor reflective of the relative purchasing power of the Canadian dollar in Canada for consumer products determined by the Trustee from time to time and consented to by the Nation by way of a BCR; or
 - (ii) such other measure of calculating inflation determined by the Trustee from time to time and consented to by the Nation by way of a BCR;
- (s) “**Discharged Trustee**” has the meaning given to such term in Section 15.9;
- (t) “**Effective Date**” means the date the Trust comes into effect in accordance with Section 3.2(b);
- (u) “**Financial Institution**” means:
- (1) any bank or trust company that is a member institution for which the Canada Deposit Insurance Corporation has a duty to insure its deposits pursuant to the *Canada Deposit Insurance Corporation Act*, RSC 1985, c C-3, and which is also regulated by the Superintendent of Financial Institutions; or
 - (2) any credit union operating in the Province of Saskatchewan whose deposits are insured by the Credit Union Deposit Guarantee Corporation (as such term is defined in *The Credit Union Act, 1998*, SS 1998, c C-45.2), or any successor thereto;
- (v) “**First Generation Income**” means any Net Annual Income from a source that is property that is earned by the Trust from that portion of the Trust Property that has been contributed by the Settlor (or from property substituted for the portion of the Trust Property that has been contributed by the Settlor) and, for greater certainty, “First Generation Income” does not include Second Generation Income;
- (w) “**Fiscal Year**” means the fiscal year of the Trust, that being the 12-month period commencing on January 1 in each calendar year and ending on December 31 in the same calendar year, except that the initial fiscal year of the Trust shall be the period commencing on the Effective Date and ending on the immediately following December 31;
- (x) “**Income Tax Act**” means the *Income Tax Act*, RSC 1985, c 1 (5th Supp);
- (y) “**Indian Act**” means the *Indian Act*, RSC 1985, c I-5;

- (z) **“Investment Consultant”** means an individual, or a firm that has at least one individual, who:
- (1) holds a Chartered Financial Analyst (CFA) Charterholder designation, or any successor designation from the CFA Institute, or any successor institute;
 - (2) is a member in good standing with the CFA Institute, or any successor institute;
 - (3) has been a Chartered Financial Analyst (CFA) Charterholder, or held any successor designation, for at least five years; and
 - (4) is independent of the Trustee, the Investment Manager(s) and the Auditor,
- all of which shall be attested to in writing forthwith by such investment consultant upon request by the Trustee;
- (aa) **“Investment Consultant Agreement”** means an agreement between the Nation and an Investment Consultant, approved by the Nation by way of a BCR, which appoints the Investment Consultant as an investment consultant and sets out the powers, authority, duties and obligations of the Investment Consultant with respect to the provision of investment consulting and advisory services in relation to the Trust, including the services referred to in Section 10.15;
- (bb) **“Investment Management Agreement”** means an agreement between the Nation, the Trustee, in its capacity as trustee of the Trust, and an Investment Manager, approved by the Nation by way of a BCR, which appoints the Investment Manager as an investment manager and sets out the delegated powers, authority, duties and obligations of the Investment Manager with respect to the investment of the Trust Property and pursuant to which the Investment Manager acknowledges that it shall comply with the terms and conditions of this Agreement that are applicable to it, and the Investment Policy;
- (cc) **“Investment Manager”** means a firm engaged in the discretionary management of investment portfolios that:
- (1) is:
 - (i) registered in the category of exempt market dealer, investment fund manager or portfolio manager under National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations, as may be amended or replaced from time to time, in the jurisdiction(s) of Canada in which they are required to be registered; or
 - (ii) exempt from registration under Section 8.26 (International Adviser) of such instrument;
 - (2) manages assets in excess of what is required for accredited investors as defined under National Instrument 45-106 Prospectus Exemptions, as may be amended or replaced from time to time;

- (3) manages assets in excess of one billion dollars (Canadian), adjusted for inflation by CPI from the month and year of the Effective Date to the month and year of the effective date of the applicable Investment Management Agreement;
- (4) is independent of the Trustee, unless the Nation determines otherwise by way of a BCR; and
- (5) is independent of the Investment Consultant(s) and the Auditor,

all of which shall be attested to in writing forthwith by such investment manager upon request by the Trustee;

- (dd) **“Investment Policy”** means the statement of investment policies and procedures which sets out the strategies, framework, policies and procedures governing the investment of the Trust Property, including the Nation’s investment goals and objectives, risk tolerance, asset allocation and diversification, permitted and restricted investments and investment management styles, and is developed, approved and executed by the Nation and approved and executed by the Trustee in accordance with Article 10, as may be amended or replaced from time to time in accordance with Section 10.13;
- (ee) **“Member”** means an individual whose name appears on the Membership List;
- (ff) **“Membership List”** means:
 - (1) the list of individuals that is maintained under Sections 8 and 9(1) of the Indian Act by the Department of Indigenous Services, as may be amended or replaced from time to time; or
 - (2) if the Nation assumes control of its own membership list pursuant to Section 10(1) of the Indian Act or in an otherwise lawful manner, the list of individuals that is maintained by the Nation in accordance with its own membership rules, as may be amended or replaced from time to time;
- (gg) **“Nation”** means George Gordon First Nation, as represented by the Council;
- (hh) **“Nation Account”** means the interest-bearing account set up in the name of the Nation with a Financial Institution at a branch situated on a reserve (as such term is defined in the Indian Act) into which certain monies as contemplated by this Agreement shall be deposited;
- (ii) **“Nation Account BCR”** means a BCR, in substantially the form attached hereto as Schedule E, authorizing a release of monies from the Nation Account;
- (jj) **“Nation Land”** means:
 - (1) any tract of land, the legal title to which is vested in His Majesty, that has been set apart by His Majesty for the use and benefit of the Nation (being a reserve within the meaning of the Indian Act) from time to time; or

- (2) land or minerals wholly owned, directly or indirectly, by the Nation and, for greater certainty, includes land or minerals owned by a body corporate wholly owned, directly or indirectly, by the Nation, including a body corporate whose ownership interest is 100% beneficially held in trust for the Nation, or a business wholly owned, directly or indirectly, by the Nation, including a partnership, limited partnership or other business structure;
- (kk) “**Net Annual Income**” means all income for Canadian federal income tax purposes from any source arising from the Trust Property in a given Fiscal Year determined in accordance with the Income Tax Act, but without reference to Sections 75(2) and 104(6) of the Income Tax Act, including interest, dividends, rent and the aggregate of the taxable capital gains less the aggregate of the allowable capital losses realized or carried forward and claimed by the Trust during the Fiscal Year against such capital gains (without taking into account the payment of any Authorized Expenses during a particular Fiscal Year) less the aggregate of:
- (1) Authorized Expenses; and
 - (2) such other sums in the particular Fiscal Year as the Trustee in its sole discretion considers to be proper allowances, reserves, deductions and disbursements in accordance with this Agreement,
- but only to the extent that such Authorized Expenses or such other sums are deductible to the Trust under the Income Tax Act;
- (ll) “**Parties**” means, collectively, the Nation and the Trustee, and “**Party**” means, as applicable, the Nation or the Trustee;
- (mm) “**PCD**” means a one-time per capita distribution in the amount of \$50,000;
- (nn) “**PCD BCR**” means a BCR, in substantially the form attached hereto as Schedule A, authorizing a release of monies from the Trust Account for the purpose of paying the PCDs pursuant to Section 6.2;
- (oo) “**Ratification Date**” means the date of the ratification vote whereat the eligible voters (as such term is defined in the Settlement Agreement) agreed to the terms and conditions of the Settlement Agreement and this Agreement and authorized and directed the Council to sign the Settlement Agreement and this Agreement on behalf of the Nation;
- (pp) “**Replacement Trustee**” means any trustee appointed by the Nation to act as trustee of the Trust after the initial Trustee who is a signatory to this Agreement ceases to be the trustee of the Trust;
- (qq) “**Second Generation Income**” means all Net Annual Income earned by the Trust other than First Generation Income and, for greater certainty, includes all income from a business and any interest, dividends, rent and the aggregate of the taxable capital gains less the aggregate of the allowable capital losses realized or carried forward and claimed by the Trust in respect of any First Generation Income that is added to the Trust Property and re-invested by the Trustee;

- (rr) **“Second Generation Income Payment”** means, in a given Fiscal Year, an amount equal to the Second Generation Income earned by the Trust in such Fiscal Year;
- (ss) **“Settlement Agreement”** means the George Gordon First Nation Treaty 4 Agricultural Benefits and Ammunition and Twine Benefits Settlement Agreement between the Nation and His Majesty in right of Canada, as represented by the Minister of Crown-Indigenous Relations, dated effective _____, 2025;
- (tt) **“Settlor”** means the settlor of the Trust, being the Nation;
- (uu) **“Superintendent of Financial Institutions”** means the Superintendent of Financial Institutions as defined in the *Office of the Superintendent of Financial Institutions Act*, RSC 1985, c 18 (3rd Supp), or any successor thereto;
- (vv) **“Tax Advisor”** means:
 - (1) an individual who:
 - (i) holds a Chartered Professional Accountant designation, or any successor designation;
 - (ii) is a member in good standing with Chartered Professional Accountants Saskatchewan, or any successor organization, and is licensed to carry on a Chartered Professional Accountant practice in the Province of Saskatchewan;
 - (iii) has held a Chartered Professional Accountant designation, or any successor designation, and has practised tax accounting, for at least five years;
 - (iv) has experience advising First Nations in relation to taxation and trust administration matters; and
 - (v) is independent of the Trustee, the Investment Manager(s) and the Investment Consultant(s),

all of which shall be attested to in writing forthwith by such accountant upon request by the Trustee; or
 - (2) a lawyer who:
 - (i) is a member in good standing with the Law Society of Saskatchewan, or any successor organization, and licensed to practise law in the Province of Saskatchewan;
 - (ii) has practised tax law for at least five years;
 - (iii) has experience advising First Nations in relation to taxation and trust administration matters; and
 - (iv) is independent of the Trustee, the Investment Manager(s) and the Investment Consultant(s),

all of which shall be attested to in writing forthwith by such lawyer upon request by the Trustee;

- (ww) **“Tax Payment”** has the meaning given to such term in Section 12.1(d);
- (xx) **“Treaty 4 Agricultural Benefits and Ammunition and Twine Claims”** means the Nation’s specific claims relating to the Crown’s non-fulfillment of the agricultural benefits and agricultural instruction provisions of Treaty 4 and the nominal ammunition and twine benefit obligations under Treaty 4, and certain other actions and omissions of the Crown, all as further described in the Settlement Agreement;
- (yy) **“Trust”** means the George Gordon First Nation Sōniyāskaw Trust, being the trust established pursuant to this Agreement;
- (zz) **“Trust Account”** means the account set up by the Trustee at a Financial Institution and maintained by the Trustee for the benefit of the Beneficiary pursuant to the terms of this Agreement and the Trustee Services Agreement;
- (aaa) **“Trust Property”** means all monies, securities, property and other assets contributed to or settled on the Trust from time to time by the Settlor, including:
 - (1) the sum of \$10.00 transferred to and settled on the Trust by the Settlor in accordance with Section 3.2(a);
 - (2) the Compensation Balance deposited into the Trust Account by Canada on behalf of the Settlor in accordance with Article 3.0 of the Settlement Agreement, which the Trustee acknowledges is a deposit made at the request, and on the direction, of the Settlor and is therefore a contribution made by the Nation as the settlor of the Trust;
 - (3) any and all Authorized Investments, including, for greater certainty, the instruments or other documents evidencing the Authorized Investments;
 - (4) any monies contributed to or settled on the Trust pursuant to Section 12.1(e);
 - (5) any other monies, securities, property and other assets contributed to or settled on the Trust from time to time by the Settlor or any other person on behalf of the Settlor, which the Trustee acknowledges is a deposit made at the request, and on the direction, of the Settlor and is therefore a contribution made by the Nation as the settlor of the Trust; and
 - (6) all revenues, interest, accruals and other income realized on, or in respect of, any of the foregoing,

and, for greater certainty, “Trust Property” does not include:

- (7) any monies, securities, property and other assets that have been:
 - (i) deposited into the Nation Account in accordance with this Agreement;

- (ii) otherwise paid out of the Trust Account to, or on behalf of, the Nation by the Trustee in accordance with this Agreement or in an otherwise lawful manner; or
 - (iii) paid out of the Trust Account to a Member, their estate or a Member, care of their property guardian, administrator or attorney, as applicable, for the PCD in accordance with this Agreement;
- (bbb) “**Trustee**” means Royal Trust Corporation of Canada, a trust company and corporation duly incorporated pursuant to the laws of Canada, validly existing and duly approved, registered and licensed to carry on business as a corporate trustee in the Province of Saskatchewan, and any Replacement Trustee;
- (ccc) “**Trustee Act**” means *The Trustee Act, 2009*, SS 2009, c T-23.01;
- (ddd) “**Trustee Services Agreement**” means an agreement between the Nation and the Trustee, approved by the Nation by way of a BCR, which sets out the terms of appointment of the Trustee, the remuneration of the Trustee and any additional terms or ancillary responsibilities that are not otherwise specified in this Agreement; and
- (eee) “**Voter**” means a Member who is of the full age of 18 years on or before the date such Member votes in the applicable vote.

1.2 In this Agreement, unless the context requires otherwise:

- (a) the terms “including” and “include(s)” and similar expressions mean “including without limitation” or “include(s) without limitation,” as the case may be;
- (b) words in the singular include the plural and words in the plural include the singular;
- (c) the division of this Agreement into articles, sections, subsections, paragraphs, subparagraphs and schedules, and the use of headings and subheadings, is for convenience of reference only and does not affect the meaning or interpretation of any provision of this Agreement; and
- (d) any reference to a statute is deemed to be a reference to such statute and to any regulations made pursuant thereto, as such statute and regulations may be amended from time to time, and to any statutes and regulations that have the effect of amending, supplementing or superseding such statute or regulations.

ARTICLE 2 – SCHEDULES

2.1 The following schedules are attached to, and form part of, this Agreement:

- (a) Schedule A – PCD BCR;
- (b) Schedule B – Claim Advancement BCR;
- (c) Schedule C – Budget Approval BCR;
- (d) Schedule D – Community Development BCR; and
- (e) Schedule E – Nation Account BCR.

ARTICLE 3 – CREATION OF THE TRUST

3.1 **Creation of the Trust:** The Settlor hereby irrevocably creates and establishes the George Gordon First Nation Sōniyāskaw Trust, which trust shall become effective on the Effective Date.

3.2 **Effective Date of Trust:**

- (a) The Settlor shall transfer to and settle on the Trust the sum of \$10.00 in cash by depositing such sum into the Trust Account.
- (b) The Trust comes into effect on the date of first deposit into the Trust Account of either the \$10.00 settlement contemplated in Section 3.2(a) or any portion of the Compensation Balance.

3.3 **Settlor:**

- (a) The Nation shall be the sole settlor of the Trust.
- (b) All monies, securities, property and other assets paid, transferred or delivered by, or at the direction of, the Nation to the Trustee for the purpose of being contributed to or settled on the Trust are contributed to or settled on the Trust by the Nation as the settlor of the Trust.
- (c) For greater certainty, the Compensation Balance received from Canada on behalf of the Settlor and contributed to or settled on the Trust is a deposit made at the request, and on the direction, of the Settlor, and shall be received at and upon the direction of the Settlor and is therefore a contribution made by the Nation as the settlor of the Trust.

3.4 **Irrevocability:** All monies, securities, property and other assets paid, transferred or delivered to the Trustee upon these trusts shall be irrevocably made by the Nation as the settlor of the Trust. The Trust is intended to be, and is hereby declared to be, irrevocable by the Settlor and there shall be no power of appointment, revocation, amendment or variation except in accordance with this Agreement or as permitted by law.

3.5 **Appointment of Trustee:** The Settlor hereby appoints the Trustee, and the Trustee hereby accepts such appointment, to receive, hold in trust, protect, manage, invest, transfer and distribute the Trust Property for the use and benefit of the Beneficiary in accordance with this Agreement and all applicable laws.

- 3.6 **Legal Right, Title and Interest to Trust Property:** All legal right, title and interest in and to the Trust Property shall vest in the Trustee.
- 3.7 **Beneficiary:** The Nation shall be the sole beneficiary of the Trust.
- 3.8 **Beneficial Right, Title and Interest to Trust Property:** All beneficial right, title and interest in and to the Trust Property shall vest in the Beneficiary.
- 3.9 **Trust Account:** Upon execution of this Agreement, the Trustee shall establish the Trust Account to receive the Compensation Balance, and other monies, securities, property and other assets, from the Settlor, Canada on behalf of the Settlor or any other person on behalf of the Settlor, pursuant to a direction received from the Nation, as a contribution to the Trust, for and on behalf of the Nation, and any other additional contributions, and to receive, hold in trust, protect, manage, invest, transfer and distribute the Trust Property for the use and benefit of the Beneficiary in accordance with this Agreement and all applicable laws.

ARTICLE 4 – PROTECTION OF TRUST PROPERTY

4.1 **Limits on Trustee’s Powers:**

- (a) The Trustee shall receive, hold in trust, protect, manage and invest the Trust Property for the use and benefit of the Beneficiary in accordance with this Agreement.
- (b) The Trust Property cannot be invested, expended, released, transferred or distributed except as expressly provided for in this Agreement. For greater certainty, except as expressly provided for in this Agreement, the Trustee shall not:
- (1) invest, expend, release, transfer or distribute any part of the Trust Property;
 - (2) advance or lend any part of the Trust Property;
 - (3) allow or cause any encroachment upon the Trust Property;
 - (4) allow or cause any part of the Trust Property to be used as security or collateral for any loan or loan guarantee;
 - (5) mortgage, pledge, hypothecate or in any way encumber any part of the Trust Property, or any interest therein; or
 - (6) allow or cause any part of the Trust Property to be subject to attachment, seizure, distress or execution or any other process for the enforcement of a claim against the Nation, a Member or otherwise.

- 4.2 **PCD Prohibition:** For greater certainty, except as expressly provided for in Article 6, the Trust Property shall not be used, in any circumstances, for a per capita distribution to all or any of the Members or any other individuals.

- 4.3 **Additional Contributions:** The Nation may from time to time convey, transfer or assign any other monies, securities, property (including real, personal or mixed property) or other assets to the Trustee, or direct that Canada on behalf of the Settlor or any other person on behalf of the Settlor convey, transfer or assign any other monies, securities, property or other assets to the Trustee, to become part of the Trust Property, and any such additional monies, securities, property or other assets so conveyed, transferred or assigned shall become and be subject to the terms and conditions of this Agreement.

ARTICLE 5– AUTHORIZED USES OF TRUST PROPERTY

- 5.1 **Authorized Uses:** The Trustee shall receive, hold and use the Trust Property for the benefit of the Beneficiary, and the Trust Property shall only be utilized by the Trustee for the following purposes:
- (a) for the payment of PCDs in accordance with Article 6;
 - (b) for the payment of Claim Advancement Costs in accordance with Article 7;
 - (c) for the payment of Authorized Expenses in accordance with Article 8;
 - (d) for the payment of the Second Generation Income Payments in accordance with Article 9;
 - (e) for the purchase of Authorized Investments in accordance with Article 10;
 - (f) for Community Development in accordance with Article 17; and
 - (g) for any other uses authorized under this Agreement.
- 5.2 **Allocation of Distributions/Payments:**
- (a) With respect to any distributions or payments referred to in Section 5.1(a), the Trustee shall, to the extent possible, make such distributions or payments out of the capital of the Trust.
 - (b) With respect to any distributions or payments referred to in Section 5.1(b), 5.1(c), 5.1(d), 5.1(f) or 12.1(d), the Trustee shall, to the extent possible, make such distributions or payments first from the Second Generation Income (before any amounts are distributed or paid out of the First Generation Income or the capital of the Trust), and thereafter, if necessary, out of the First Generation Income, and thereafter, if necessary, out of the capital of the Trust.
 - (c) With respect to any distributions or payments referred to in Section 5.1(e) or 5.1(g), the Trustee shall have the discretion to make such distributions or payments out of the Second Generation Income, the First Generation Income or the capital of the Trust.

ARTICLE 6 – PER CAPITA DISTRIBUTIONS

6.1 **Per Capita Distributions:**

- (a) The Trust Property may be used to enable the Nation to effect per capita distributions to the Members as more particularly set out in this Article 6.
- (b) Such per capita distributions shall be paid as a distribution of capital to the Nation, which the Nation hereby irrevocably directs the Trustee to directly pay, for and on its behalf, to the Members entitled to the same pursuant to this Article 6, their estate or such Members, care of their property guardian, administrator or attorney, as applicable.
- (c) For greater certainty, nothing in this Article 6 renders an individual Member an individual beneficiary of the Trust; rather, the sole beneficiary of the Trust is and shall always be the Nation.
- (d) For the purposes of this Article 6, a reference to:
 - (1) a “Member” includes, where the context so requires, an individual who meets the criteria set out in Section 6.2(b)(2);
 - (2) an “administrator” means the person appointed by the Minister of Indigenous Services, or any successor minister, to administer the Member’s estate pursuant to Section 51 of the Indian Act due to mental incompetence; and
 - (3) an “attorney” means an attorney appointed to act for the grantor under the terms of an enduring power of attorney.

6.2 **Per Capita Distributions:**

- (a) **Entitlement – Adults:** Each individual:
 - (1) who is alive as of the Ratification Date;
 - (2) who is at least 18 years of age as of the Ratification Date; and
 - (3) whose name appears on the Membership List as of the Ratification Date,shall be entitled to receive, from the Trust Property to be distributed to the Nation pursuant to this Section 6.2, a single PCD, subject to and in accordance with this Section 6.2.
- (b) **Entitlement – Minors:**
 - (1) Each individual:
 - (i) who is alive as of the Ratification Date;
 - (ii) who is under 18 years of age as of the Ratification Date; and
 - (iii) whose name appears on the Membership List as of the Ratification Date,

shall be entitled to receive, from the Trust Property to be distributed to the Nation pursuant to this Section 6.2, a single PCD upon turning 18 years of age, subject to and in accordance with this Section 6.2.

- (2) Notwithstanding Section 6.2(b)(1), each individual who:
- (i) is alive as of the Ratification Date;
 - (ii) is under 18 years of age as of the Ratification Date;
 - (iii) was born between January 1, 2024, and the Ratification Date;
 - (iv) is entitled to have their name appear on the Membership List as of the Ratification Date, but whose name does not appear on the Membership List as of the Ratification Date; and
 - (v) has applied to have their name added to the Membership List on or before December 31, 2025,

shall be entitled to receive, from the Trust Property to be distributed to the Nation pursuant to this Section 6.2, a single PCD upon the later of turning 18 years of age and their name being added to the Membership List, subject to and in accordance with this Section 6.2.

(c) **PCD BCRs:**

- (1) **Initial PCD BCR:** On or as soon as reasonably practicable after the Ratification Date, the Nation shall provide to the Trustee a PCD BCR, attaching thereto:
- (i) a list of all adults entitled to receive payment of a PCD pursuant to Section 6.2(a), including their name and birthdate, and such other information as may be required by the Trustee to administer the PCDs, which list may be updated or amended from time to time by way of a BCR; and
 - (ii) a list of all minors conditionally entitled to receive payment of a PCD pursuant to Section 6.2(b)(1), including their name and birthdate, and such other information as may be required by the Trustee to administer the PCDs, which list may be updated or amended from time to time by way of a BCR.
- (2) **Conditional Minors PCD BCR:** On or as soon as reasonably practicable after an individual referred to in Section 6.2(b)(2) becomes conditionally entitled to receive payment of a PCD, the Nation shall provide to the Trustee a PCD BCR notifying the Trustee of the same, including their name and birthdate, and such other information as may be required by the Trustee to administer the PCDs.
- (d) **Payment – Adults:** The Trustee shall, as soon as reasonably practicable after the Compensation Balance is deposited into the Trust Account, pay a PCD to each adult Member who is entitled to receive payment thereof pursuant to Section 6.2(a) and named in a PCD BCR. No PCD paid to a Member pursuant to Section 6.2(a) shall be adjusted for inflation regardless of when it is actually paid.

(e) **Payment – Minors:**

- (1) Subject to Section 6.2(e)(2), the Trustee shall, as soon as reasonably practicable after a Member conditionally entitled to receive payment of a PCD pursuant to Section 6.2(b) and named in a PCD BCR becomes entitled thereto, pay to such Member a PCD, adjusted for inflation according to CPI from the month and year of the date of the initial PCD BCR referred to in Section 6.2(c)(1) to the month and year in which such Member is entitled to receive payment of a PCD.
- (2) In the event that the Trustee is of the opinion that payment of the inflation adjustment referred to in Section 6.2(e)(1) would cause there to be insufficient Trust Property remaining in the Trust, or a risk of there being insufficient Trust Property remaining in the Trust, to pay all outstanding PCDs (including a reasonable estimate of such Members' adjustments referred to in this Section 6.2(e)) in accordance with this Section 6.2, the Trustee shall not pay to such Member such inflation adjustment, but shall pay such lesser adjustment that it determines, in its sole discretion, will be necessary to ensure that there will be sufficient Trust Property remaining in the Trust to pay all outstanding PCDs.

(f) **Errors / Omissions:**

- (1) In the event that the Nation or the Trustee determines that an individual entitled or conditionally entitled to receive payment of a PCD pursuant to this Section 6.2 was inadvertently not named in a PCD BCR:
 - (i) the Nation or the Trustee, as applicable, shall, as soon as reasonably practicable thereafter, notify the other Party of the same;
 - (ii) the Nation shall provide to the Trustee a BCR confirming the same; and
 - (iii) the remainder of this Section 6.2 shall apply *mutatis mutandis*.
- (2) In the event that the Nation or the Trustee determines that an individual not entitled or conditionally entitled to receive payment of a PCD pursuant to this Section 6.2 was inadvertently named in a PCD BCR:
 - (i) the Nation or the Trustee, as applicable, shall, as soon as reasonably practicable thereafter, notify the other Party of the same;
 - (ii) the Nation shall provide to the Trustee a BCR confirming the same;
 - (iii) if the Trustee did not yet pay a PCD to such individual, the Trustee shall not pay a PCD to such individual and such amount shall remain in the Trust Account and continue to form part of the Trust Property; and

- (iv) if the Trustee paid a PCD to such individual, the Trustee shall, if so directed by the Nation by way of a BCR, make all reasonable efforts (as determined by the Nation and the Trustee, acting reasonably, in writing) to collect the paid amount from such individual and redeposit such amount into the Trust Account, for and on behalf of the Nation (as a contribution to the Trust), which, for greater certainty, is a deposit made at the request, and on the direction, of the Settlor and is therefore a contribution made by the Nation as the settlor of the Trust.
 - (3) For greater certainty, notwithstanding Article 14, in the event that the Trustee pays a PCD to an individual not entitled to receive payment of a PCD pursuant to this Section 6.2, the Trustee shall indemnify and hold harmless the Nation for such amount, and shall forthwith deposit an amount equal to the amount paid in error into the Trust Account to be held by the Trustee as Trust Property in accordance with this Agreement. For greater certainty, such deposit is not a contribution to the Trust; rather, it is a return of Trust Property improperly paid by the Trustee in furtherance of the Trustee's requirement to indemnify.
- (g) **Estates:**
- (1) **Adults:** Where a Member who is entitled to receive payment of a PCD pursuant to Section 6.2(a) dies on or after the Ratification Date but before they are paid a PCD, the Trustee shall pay such individual's PCD to their estate as soon as reasonably practicable after the Nation gives notice to the Trustee of such Member's death by way of a BCR.
 - (2) **Minors:**
 - (i) Where a Member who is entitled or conditionally entitled to receive payment of a PCD pursuant to Section 6.2(b)(1) dies (1) on or after the Ratification Date but before they turn 18 years of age; or (2) after they turn 18 years of age but before they are paid a PCD, the Trustee shall pay such individual's PCD to their estate as soon as reasonably practicable after the Nation gives notice to the Trustee of the Member's death by way of a BCR.
 - (ii) Where a Member who is entitled or conditionally entitled to receive payment of a PCD pursuant to Section 6.2(b)(2) dies (1) on or after the Ratification Date but before they turn 18 years of age and/or their name is added to the Membership List; or (2) after they turn 18 years of age and their name is added to the Membership List but before they are paid a PCD, the Trustee shall pay such individual's PCD to their estate as soon as reasonably practicable after the Nation gives notice to the Trustee of such Member's death by way of a BCR.
- (h) **Lack of Capacity:** In the event that, prior to the payment of a PCD to a Member:
- (1) a court of competent jurisdiction has made an order appointing a property guardian for such Member;

- (2) the Minister of Indigenous Services, or any successor minister, has appointed a person to administer such Member's estate pursuant to Section 51 of the Indian Act due to mental incompetence; or
- (3) such Member has appointed an attorney under the terms of an enduring power of attorney and such appointment is in effect,

the Trustee shall pay such Member's PCD to such Member, care of their property guardian, administrator or attorney, as applicable.

- (i) **Due Diligence:** Notwithstanding any other provision of this Agreement, prior to the Trustee paying a PCD pursuant to this Section 6.2, it may request such legal documentation evidencing entitlement thereto as it determines necessary or advisable, including a Member's valid secure certificate of Indian status or certificate of Indian status issued by Indigenous Services Canada, other valid government issued identification, death certificate, letters probate or letters of administration, the order appointing a property guardian, the Minister of Indigenous Services appointment or the power of attorney, as applicable.

(j) **Financial Literacy:**

- (1) Notwithstanding any other provision of this Agreement, prior to any PCDs being paid pursuant to the PCD BCR referred to in Section 6.2(c)(1), the Trustee and the Nation:
 - (i) shall host, or cause to be hosted, at least one financial literacy course or presentation, or post a link to a financial literacy course or presentation on the Nation's website, which shall be open or available to all Members; and
 - (ii) may encourage Members to receive additional financial advice regarding the financial management of their PCDs.
- (2) The Trustee and the Nation shall host, or cause to be hosted, at least one financial literacy course or presentation annually for the first 19 Fiscal Years, or post a link to a financial literacy course or presentation on the Nation's website, which shall be open or available to all Members.

(k) **Failure to Locate or Claim:**

- (1) Subject to Section 6.2(k)(2), in the event that:
 - (i) a Member who is entitled to receive, from the Trust Property to be distributed to the Nation, a PCD pursuant to this Section 6.2, or their estate or their property guardian, administrator or attorney, as applicable, cannot be located;
 - (ii) such Member, or their estate or their property guardian, administrator or attorney, as applicable, fails or refuses to claim or accept their PCD; or
 - (iii) payment instructions cannot be reasonably ascertained,

such Member's PCD shall remain in the Trust Account unless and until such Member, or their estate or their property guardian, administrator or attorney, as applicable, is located and such Member, or their estate or their property guardian, administrator or attorney, as applicable, claims and accepts their PCD or payment instructions are ascertained, as applicable.

- (2) Notwithstanding any other provision of this Agreement, in the event that:
- (i) a Member referred to in Section 6.2(k)(1), or their estate or their property guardian, administrator or attorney, as applicable, is not located;
 - (ii) a Member referred to in Section 6.2(k)(1), or their estate or their property guardian, administrator or attorney, as applicable, fails or refuses to claim or accept their PCD; or
 - (iii) payment instructions cannot be reasonably ascertained,

within two years of the date of the PCD BCR in which such Member is named, their entitlement to receive payment of a PCD shall be forfeited, and such amount shall remain in the Trust Account and continue to form part of the Trust Property.

- (3) For greater certainty, if:
- (i) a Member referred to in Section 6.2(k)(1), or their estate or their property guardian, administrator or attorney, as applicable, is located and payment instructions are ascertained;
 - (ii) a Member referred to in Section 6.2(k)(1), or their estate or their property guardian, administrator or attorney, as applicable, claims and accepts their PCD; or
 - (iii) payment instructions are ascertained,

as applicable, within the two-year period referred to in Section 6.2(k)(2), the Trustee shall, as soon as reasonably practicable thereafter, pay to such Member, their estate or such Member, care of their property guardian, administrator or attorney, as applicable, a PCD (plus the inflation adjustment or other adjustment referred to in Section 6.2(e), if applicable).

- (4) For greater certainty, neither the Trustee nor the Nation has an obligation to locate any Members who do not claim their PCD nor their estates or their property guardians, administrators or attorneys, as applicable.

(1) **Inflation and Interest:** For greater certainty:

- (1) except as expressly provided for in Section 6.2(e), amounts payable by the Nation to a Member, their estate or a Member, care of their property guardian, administrator or attorney, as applicable, pursuant to this Section 6.2 shall not be adjusted for inflation or any other amount, regardless of any delay in payment for any reason; and

- (2) amounts payable by the Nation to a Member, their estate or a Member, care of their property guardian, administrator or attorney, as applicable, pursuant to this Section 6.2 shall not bear interest, regardless of any delay in payment for any reason.

(m) **Transfers Out:**

- (1) Notwithstanding any other provision of this Agreement, in the event that an individual entitled or conditionally entitled to receive payment of a PCD pursuant to this Section 6.2 ceases to be a Member (other than through death) before they are paid a PCD, their entitlement or conditional entitlement, as applicable, to receive payment of a PCD shall be forfeited, and:
 - (i) the Nation or the Trustee, as applicable, shall, as soon as reasonably practicable thereafter, notify the other Party of the same;
 - (ii) the Nation shall provide to the Trustee a BCR confirming the same; and
 - (iii) the Trustee shall not pay a PCD to such individual and such amount shall remain in the Trust Account and continue to form part of the Trust Property.
- (2) If the Trustee paid a PCD to an individual after they ceased to be a Member (other than through death), the Trustee shall, if so directed by the Nation by way of a BCR, make all reasonable efforts to collect the paid amount from such individual and redeposit such amount into the Trust Account, for and on behalf of the Nation (as a contribution to the Trust), which, for greater certainty, is a deposit made at the request, and on the direction, of the Settlor and is therefore a contribution made by the Nation as the settlor of the Trust.

(n) **Single PCD:**

- (1) For greater certainty, a Member entitled or conditionally entitled to receive payment of a PCD pursuant to this Section 6.2 shall be entitled to receive from the Nation a maximum of one PCD.
- (2) Notwithstanding any other provision of this Agreement, in the event that a Member has received a per capita distribution from a First Nation other than the Nation in connection with the settlement or litigation of such First Nation's specific claim relating to the Crown's non-fulfillment of the agricultural benefits and agricultural instruction provisions of a Treaty or the nominal ammunition and twine benefit obligations under a Treaty as disclosed by such Member as part of the Trustee's per capita distribution administration process or as indicated by the Nation by way of a BCR, such Member shall not be entitled to receive payment of a PCD from the Nation pursuant to this Section 6.2 and the Trustee shall not pay a PCD to such Member.

- (o) **Entitlement Clarification:** For greater certainty:
- (1) the only individuals entitled to receive payment of a PCD are those individuals whose names appear on the Membership List as of the Ratification Date, as set out in Sections 6.2(a) and 6.2(b)(1), or whose names are subsequently added to the Membership List in accordance with Section 6.2(b)(2); and
 - (2) if an individual's name is added to the Membership List after the Ratification Date (other than in accordance with Section 6.2(b)(2)), such individual is not entitled to receive payment of a PCD, notwithstanding that such individual may have been entitled to have their name appear on the Membership List as of the Ratification Date.
- (p) **Source of Per Capita Distribution Payments:** For greater certainty, all payments made pursuant to this Section 6.2 shall be paid from the Compensation Balance that was originally settled on the Trust as a distribution of capital to the Nation as the beneficiary of the Trust.
- (q) **Irrevocable Direction:** For greater certainty, all payments made pursuant to this Section 6.2 are a distribution of the Trust Property to the Nation that the Nation hereby irrevocably directs be paid by the Trustee to the particular Members identified by the Nation in a PCD BCR, the estate of such Members or such Members, care of their property guardian, administrator or attorney, as applicable.
- (r) **Insufficient Trust Property:**
- (1) The Trustee shall regularly track and monitor the PCDs paid pursuant to this Agreement, and all outstanding PCDs payable pursuant to this Agreement, including a reasonable estimate of the adjustments referred to in Section 6.2(e).
 - (2) In the event that the Trustee is of the opinion that there is insufficient Trust Property remaining in the Trust, or a risk of there being insufficient Trust Property remaining in the Trust, to pay all outstanding PCDs (including a reasonable estimate of the adjustments referred to in Section 6.2(e)):
 - (i) the Trustee shall immediately give notice to the Nation of the same; and
 - (ii) the Nation shall forthwith contribute to the Trust an amount equal to such shortfall.

ARTICLE 7 – CLAIM ADVANCEMENT COSTS

- 7.1 **Disbursements for Claim Advancement Costs:** Upon receiving from the Nation a copy of a Claim Advancement BCR containing a request for payment for Claim Advancement Costs, the Trustee shall make the requested payment(s) from the Trust Account to the Nation Account, or such other account as directed by the Nation in such BCR, for the payment of such costs indicated in such BCR.

ARTICLE 8 – AUTHORIZED EXPENSES

- 8.1 **Budget:** Prior to the commencement of each Fiscal Year, the Trustee shall prepare a budget setting out the Authorized Expenses that it anticipates will be reasonably incurred or payable in the upcoming Fiscal Year (the “**Budget**”), which Budget shall be reviewed and approved by the Nation by way of a Budget Approval BCR.
- 8.2 **Payment:**
- (a) **General:** The Trustee shall pay all Authorized Expenses from the Trust Account as they become due and payable in accordance with Section 5.2(b). For greater certainty, the Trustee shall pay an Authorized Expense as it becomes due and payable notwithstanding that:
- (1) the Nation does not approve a Budget for that Fiscal Year;
 - (2) the Authorized Expense exceeds the amount budgeted therefor in the Budget for that Fiscal Year; or
 - (3) the Authorized Expense is not included in the Budget for that Fiscal Year,
- provided, however, the Trustee shall provide written notice to the Nation of any such Authorized Expense prior to incurring any such Authorized Expense.
- (b) **Notice:** The Trustee shall provide written confirmation to the Nation on a quarterly basis and such other intervals as requested by the Nation of all the Authorized Expenses it has paid pursuant to this Agreement.

ARTICLE 9 – POTENTIAL SECOND GENERATION INCOME PAYMENTS

- 9.1 **Second Generation Income Payment:** Notwithstanding anything to the contrary in this Agreement, the Second Generation Income Payment (if any) shall be due and payable in its entirety to the Beneficiary as at December 31 of each Fiscal Year.
- 9.2 **Notice and Deposit of Second Generation Income Payment:**
- (a) As soon as practicable after the end of each Fiscal Year, the Trustee shall determine and advise the Beneficiary of the amount of the Second Generation Income Payment (if any) for the Fiscal Year.
 - (b) The Trustee shall deposit the Second Generation Income Payment (if any) in its entirety into the Nation Account within 15 days after the completion of the audit of the financial statements for the Trust Account.
 - (c) For greater certainty, notwithstanding that the determination of the actual amount of the Second Generation Income Payment and the deposit of the Second Generation Income Payment may occur after the end of the Fiscal Year, the Second Generation Income Payment (if any) is due and payable in its entirety to the Beneficiary as at December 31 of each Fiscal Year.

9.3 **Use of Second Generation Income Payment:** The Nation shall use the Second Generation Income Payment (if any) for Community Development and/or Claim Advancement Costs.

9.4 **Protection of Trust Property:**

- (a) Within 60 days after the deposit of the Second Generation Income Payment (if any) into the Nation Account, the Nation shall contribute to the Trust an amount equal to the Second Generation Income Payment from its own-source revenue, government grants or contributions or the Nation's other financial resources. For greater certainty, any monies contributed to or settled on the Trust pursuant to this Section 9.4(a) shall be from the Nation's own-source revenue, government grants or contributions or the Nation's other financial resources, and not from the Second Generation Income Payments nor any other monies from time to time on deposit in the Nation Account. For greater certainty, the Nation shall make such contribution to the Trust to be held by the Trustee as Trust Property in accordance with this Agreement.
- (b) Notwithstanding any other provision of this Agreement, in the event the Nation fails to make the contribution as set out in Section 9.4(a), the Trustee shall not deposit the Second Generation Income Payment (if any) into the Nation Account for the following Fiscal Year, and such amount shall not be due and payable to the Beneficiary, unless and until the Nation makes such contribution (in which case the Trustee shall deposit the withheld amount into the Nation Account as soon as possible thereafter). The Trustee's obligation in this respect shall take effect and become applicable from and after the second January 1 following the Effective Date.

ARTICLE 10 – INVESTMENT OF TRUST PROPERTY

10.1 **Development of Investment Policy:**

- (a) Within six months of the Effective Date, the Nation, with advice from an Investment Consultant, and the Trustee, shall develop, approve and execute an Investment Policy. The Investment Policy shall be consistent with the principles governing the reasonable and prudent investment of trust property as set out in the Trustee Act. The Investment Policy shall also be consistent with the purposes of the Trust and shall take into consideration all factors that are relevant in the circumstances, including the obligation to pay all outstanding PCDs in accordance with Article 6.
- (b) Until such time as the Investment Policy is developed, approved and executed, the Trustee shall invest the Trust Property in such short-term, low-risk investments as determined by the Nation, with advice from an Investment Consultant, and in consultation with the Trustee.

10.2 **Investment Powers of Trustee:** Subject to this Agreement, including the terms of this Article 10 and Section 12.1(a), and all applicable laws, the Trustee shall have the right and power to use the Trust Property to purchase and sell Authorized Investments.

- 10.3 **Investment Discretion:** The Trustee may invest the Trust Property in any form of property or security, 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 alternative investments), notwithstanding that such investments may otherwise be considered a delegation of investment discretion, but provided that such investments meet the definition of “Authorized Investment” in Section 1.1(e). For greater certainty, the scope of this authority may, however, be limited from time to time by the terms and conditions of the Investment Policy.
- 10.4 **Deposits Where Trustee Has an Interest:** The Trustee may, pending the investment of any Trust Property, deposit it for a time that is reasonable in the circumstances at any Financial Institution, including a Financial Institution in which the Trustee, or an agent of or advisor to the Trustee, has an interest, notwithstanding that the Trustee or the Trustee’s agent or advisor may benefit therefrom, and the Trustee shall not be required to account for, or to give up, any such benefit, provided that such investment is an Authorized Investment and provided that the Trustee discloses any such benefit to the Nation prior to making such deposit. For greater certainty, it shall not be improper for the Trustee to deposit any Trust Property with any person affiliated with or otherwise related to the Trustee, provided that the Trustee complies with this Section 10.4.
- 10.5 **Investments Where Trustee Has an Interest:** The Trustee may invest the Trust Property 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 any person affiliated with or otherwise related to the Trustee or any agent of or advisor to the Trustee, notwithstanding that the Trustee or the Trustee’s agent or advisor may benefit therefrom, and the Trustee shall not be required to account for, or to give up, any such benefit, provided that such investment is an Authorized Investment and provided that the Trustee discloses any such benefit to the Nation prior to making such investment.
- 10.6 **Delegation to Investment Manager:** The Trustee shall delegate the powers to make decisions on the types and timing of the purchase and sale of Authorized Investments to one or more Investment Managers, provided that:
- (a) such Investment Manager(s) have been approved by the Trustee in writing and the Nation by way of a BCR (after an Investment Consultant has provided the advice referred to in Section 10.15(a) to the Nation);
 - (b) the Nation, the Trustee and such Investment Manager(s) have entered into an Investment Management Agreement; and
 - (c) an Investment Policy is in force.
- 10.7 **Trustee’s Duty of Care:** Notwithstanding that the Trustee delegates its investment powers to one or more Investment Manager(s), the Trustee shall continue to have a duty of care to the Beneficiary:
- (a) to ensure the degree of delegated powers and authorities granted by the Investment Management Agreement(s) with respect to the investment of the Trust Property is what a reasonable and prudent investor would delegate in accordance with ordinary business practice;

- (b) to ensure the powers and authorities delegated are at all times subject to such supervision and the delegation is upon such terms and conditions as a person of ordinary prudence in managing their own affairs deems advisable; and
- (c) to ensure the powers and authorities delegated are at all times subject to the terms of all applicable laws, this Agreement, the Investment Policy and the principles governing the reasonable and prudent investment of trust property as set out in the Trustee Act.

10.8 Duty to Monitor Investment Manager:

- (a) The Trustee shall regularly monitor the Investment Manager(s), including the information and certificates of the Investment Manager(s), to ensure that the Trust holds only Authorized Investments.
- (b) In the event that the Trust holds an investment that is not an Authorized Investment, the Trustee shall promptly notify the Nation and the applicable Investment Manager of the same so that any necessary remedial action may be taken.

10.9 Duty to Monitor Investment Performance: The Trustee shall regularly monitor and evaluate the performance of the Authorized Investments made by the Investment Manager(s) against relevant or appropriate market indices and benchmarks and industry standards for portfolios with similar investment policies, goals and objectives and investment guidelines to ensure that the Authorized Investments continue to be appropriate to the needs and circumstances of the Trust and the Beneficiary.

10.10 Trust Reports: The Trustee shall obtain the following reports from the Investment Manager(s) or the custodian(s), as applicable, and provide, or cause to be provided, the same to the Nation and the Investment Consultant(s):

- (a) reports documenting the market value and performance of Authorized Investments on a quarterly basis and such other intervals as requested by the Nation; and
- (b) any other documents or information reasonably requested by the Nation.

10.11 Custody of Authorized Investments: The Trustee, or any agent retained by the Trustee for custodial purposes, shall have custody of the Authorized Investments and hold them in a segregated custodial account.

10.12 Investment Records and Voting:

- (a) The Trustee shall ensure, insofar as 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.
- (b) The Trustee shall delegate all voting privileges upon any securities held as part of the Trust Property to the Investment Manager(s) responsible for such investments.

10.13 Review of Investment Policy:

- (a) At the end of each Fiscal Year and at all other times determined by the Nation or the Trustee, the Nation, an Investment Consultant and the Trustee shall review the Investment Policy in effect and determine if there are:
 - (1) any inconsistencies between the Investment Policy and this Agreement, the Investment Management Agreement(s), the Trustee Act, all other applicable laws or the needs and circumstances of the Trust or the Nation; or
 - (2) any other factors that might warrant amendments to the Investment Policy.
- (b) In any such event, the Nation, with advice from an Investment Consultant, and the Trustee, shall make any necessary or desirable amendments to the Investment Policy. For greater certainty, no amendment to the Investment Policy shall be valid unless made in writing and approved by the Nation by way of a BCR and the Trustee in writing, and the Nation has received advice from an Investment Consultant.
- (c) The Trustee shall forthwith provide all amendments to the Investment Policy to the Investment Consultant(s) and the Investment Manager(s).

10.14 Review of Investment Management Agreement(s): At such times determined by the Nation or the Trustee, the Trustee and the Nation shall review the Investment Management Agreement(s) in effect and, with the consent of the Nation by way of a BCR and the Investment Manager in writing, make any necessary or desirable amendments to the Investment Management Agreement(s) to ensure that the agreements are consistent with this Agreement, the Investment Policy, the Trustee Act, all other applicable laws and the needs and circumstances of the Trust and the Nation.

10.15 Independent Financial Advice:

- (a) Notwithstanding the Trustee's and the Investment Managers' duties set out in this Article 10, the Nation shall engage an Investment Consultant to provide independent financial and investment advice to the Nation with respect to:
 - (1) the development, review and amendment of the Investment Policy;
 - (2) the selection and any replacements of the Investment Manager(s); and
 - (3) the development of the Investment Management Agreement(s).
- (b) Notwithstanding the Trustee's and the Investment Managers' duties set out in this Article 10, the Nation may, at any time determined by the Nation, engage an Investment Consultant to provide independent financial and investment advice to the Nation with respect to:
 - (1) the monitoring and evaluation of the Trustee,
 - (2) the monitoring and evaluation of the Investment Manager(s);
 - (3) the review and amendment of the Investment Management Agreement(s); and
 - (4) the monitoring and evaluation of portfolio performance.

- (c) For greater certainty, the engagement of an Investment Consultant for any purpose shall not negate or minimize the Trustee's or an Investment Manager's duties or obligations at law or as provided for under this Agreement, the Trustee Services Agreement or an Investment Management Agreement.

ARTICLE 11 – OPERATION OF ACCOUNTS

11.1 **Withdrawals from Trust Account:** For greater certainty, no monies shall be withdrawn from the Trust Account by the Trustee except in accordance with this Agreement and except as follows:

- (a) monies for the payment of the PCDs on behalf of the Nation may only be withdrawn from the Trust Account by means of a PCD BCR in accordance with Article 6;
- (b) monies for the payment of Claim Advancement Costs may only be withdrawn from the Trust Account by means of a Claim Advancement BCR in accordance with Section 7.1;
- (c) subject to Section 8.2, the Trustee shall pay all Authorized Expenses from the Trust Account as they become due and payable;
- (d) the Second Generation Income Payments (if any) shall be made by the Trustee in accordance with Article 9;
- (e) the Trustee shall be entitled to exercise its investment power in respect of the Trust Property in accordance with Article 10;
- (f) monies may be withdrawn from the Trust Account in accordance with Section 12.1(d);
- (g) monies for Community Development may only be withdrawn from the Trust Account by means of a Community Development BCR in accordance with Section 17.2; and
- (h) monies may be withdrawn from the Trust Account on termination of the Trust in accordance with Section 17.1.

11.2 **Nation Account:**

- (a) Before or upon execution of this Agreement, the Nation shall establish the Nation Account to receive certain monies as contemplated by this Agreement.
- (b) The Nation Account shall be used exclusively to receive monies pursuant to this Agreement, including:
 - (1) any disbursements for Claim Advancement Costs made pursuant to Section 7.1;
 - (2) the Second Generation Income Payments (if any);
 - (3) any payments made pursuant to Section 12.1(d);
 - (4) any disbursements for Community Development made pursuant to Section 17.2; and
 - (5) any remaining balance of the Trust Property in accordance with Section 17.1.

- (c) All such monies, as and when deposited into the Nation Account in accordance with this Agreement shall cease to be Trust Property and shall become the personal property of the Nation.
- (d) All monies deposited into the Nation Account shall be administered and expended by the Nation for the use and benefit of the Nation in accordance with this Agreement.
- (e) Monies may only be withdrawn from the Nation Account by means of a Nation Account BCR.

ARTICLE 12 – GENERAL POWERS AND DUTIES OF TRUSTEE

12.1 Standard of Care and Tax Consequences:

- (a) In discharging its duties and exercising its powers, the Trustee shall exercise that degree of care, skill and diligence that a person of ordinary prudence would exercise, having regard to the skill, experience and qualifications of the Trustee. If the Trustee possesses, or because of its profession or business ought to possess, a particular level of knowledge or skill that in all of the circumstances is relevant to the administration of the Trust, the Trustee shall employ that particular level of knowledge or skill in the administration of the Trust.
- (b) The Trustee shall administer the Trust in good faith, and in accordance with its terms and purposes, the interests of the Beneficiary, the Trustee Act and all other applicable laws.
- (c) Without limiting the generality of the foregoing, the Trustee shall, in each Fiscal Year, manage and monitor the Trust Property and the distributions thereof, so as to ensure that the Trust does not have any taxable income in any given Fiscal Year and to minimize the tax consequences to the Trust.
- (d) The Trustee shall, after receipt of:
 - (1) a written opinion from a Tax Advisor retained by the Nation or the Trustee determining that an additional payment may be made out of the Trust Property to avoid negative tax consequences; and
 - (2) a request from the Nation by way of a BCR that such a payment be made,
 make such additional payment (the “**Tax Payment**”) (and deposit the same into the Nation Account). The Nation shall use the Tax Payment for Community Development and/or Claim Advancement Costs.
- (e) Within 60 days after the deposit of the Tax Payment into the Nation Account, the Nation shall contribute to the Trust an amount equal to the Tax Payment from its own-source revenue, government grants or contributions or the Nation’s other financial resources. For greater certainty, any monies contributed to or settled on the Trust pursuant to this Section 12.1(e) shall be from the Nation’s own-source revenue, government grants or contributions or the Nation’s other financial resources, and not from the Tax Payment, the Second Generation Income Payments nor any other monies from time to time on deposit in the Nation Account. For greater certainty, the Nation shall make such contribution to the Trust to be held by the Trustee as Trust Property in accordance with this Agreement.

- (f) Notwithstanding any other provision of this Agreement, in the event the Nation fails to make the contribution as set out in Section 12.1(e), the Trustee shall not deposit the Second Generation Income Payment (if any) into the Nation Account for the following Fiscal Year, and such amount shall not be due and payable to the Beneficiary, unless and until the Nation makes such contribution (in which case the Trustee shall deposit the withheld amount into the Nation Account as soon as possible thereafter).

12.2 **Powers Vested in Trustee:** Subject to this Agreement, including Sections 12.1(a) and 12.1(b), without in any way 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 the following powers, authorities, discretions and immunities as to which its judgment shall be final and conclusive upon all interested Parties:

- (a) *Administrative Powers* – The Trustee is authorized to execute and deliver all deeds or instruments for the proper administration and management of the Trust Property. The Trustee may leave on deposit any or all of the Trust Property with a Financial Institution for safekeeping provided that the same is held in a segregated custodial account.
- (b) *Direction to Pay Taxes* – The Trustee shall pay all withholding taxes, income taxes, goods and services tax and any other taxes or charges that the Trust or the Trustee shall be liable to pay which may be levied under the laws of Canada or any other province, territory or country having jurisdiction.
- (c) *Power to Make Elections* – The Trustee shall have the power to make, or refrain from making, any elections, allocations, determinations and designations permitted or contemplated by any applicable statute or regulation in respect of the Trust.
- (d) *Allocations* – While and wherever the Trustee is by this Agreement empowered with the discretion to make any distribution, payment, application or allocation of income or capital of the Trust Property to the Beneficiary, the Trustee may at any time beforehand, in its reasonable discretion but subject to Section 5.2, irrevocably allocate or appropriate income and capital (or either) to all or part of the Beneficiary’s potential income or capital interest in the Trust Property.
- (e) *Power to Retain Experts* – The Trustee may retain any expert or professional person to provide an opinion or advice respecting the administration of the Trust, but the Trustee shall first consult with the Nation with respect to the same and obtain the consent of the Nation by way of a BCR.
- (f) *Protection of Trust Property* – 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, but the Trustee shall first consult with the Nation with respect to the same and obtain the consent of the Nation by way of a BCR.
- (g) *Situs of Trust Property* – 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 Canada.

12.3 **Document Requests:** The Trustee may request from the Nation such BCRs, certificates, instruments or agreements as may be reasonably necessary for the performance of the Trustee’s duties under this Agreement.

- 12.4 **Notice of Authorized Signatories:** The Nation shall deliver to the Trustee the names of the members of the Council and authorized signatories by way of a BCR and shall be responsible for providing to the Trustee notice by way of a BCR of any changes to the Council or authorized signatories immediately upon such change. The Trustee shall be indemnified and saved harmless out of the assets of the Trust for any losses, suits, damages or other claims against it for acting on the instruction of the authorized signatories last received from the Nation until the Nation advises the Trustee by way of a BCR of any changes to such authorized signatories and provides the Trustee with the appropriate documentation evidencing the same.
- 12.5 **Validity of Documents:** The Trustee shall take reasonable and diligent measures as are appropriate in the circumstances to confirm the validity of any BCR, notice or other document required to be delivered to it under this Agreement. For greater certainty, it will be sufficient if a BCR or other document of the Council appears on its face to have been duly executed by a quorum of the Council or the person(s) designated by the Council to execute such document.
- 12.6 **Transaction Records:** The Trustee shall maintain adequate records of all transactions affecting the Trust Property and shall provide the Council, or one or more person(s) designated by the Nation by way of a BCR, with a reasonable opportunity to review all ledgers, registers and documents or recordings of transactions affecting the Trust Property by appointment and in the presence and under the supervision of the Trustee.
- 12.7 **Duty to Advise the Nation:** In the event that the Trustee, in its judgment, must exercise any discretion on administrative or procedural matters not specifically provided for in this Agreement, the Trustee shall advise the Nation of the same in writing as soon as practicable.

ARTICLE 13 – ACCOUNTABILITY AND TRANSPARENCY

- 13.1 **Preparation of Financial Statements:** The financial statements for the Trust shall be prepared in accordance with an accounting framework that best records the assets, liabilities, revenues, expenses and surplus in accordance with the financial reporting requirements of this Agreement in respect of the Trust and the Trust Property for that Fiscal Year.
- 13.2 **Trust Account Audit:** Prior to the end of each Fiscal Year, the Trustee shall appoint an Auditor to conduct an audit of the financial statements of the Trust for the Fiscal Year in accordance with generally accepted auditing standards in effect in Canada at the date the financial statements are audited. Such audit shall be completed not more than 120 days following the end of the Fiscal Year.
- 13.3 **Audited Financial Statements and Report:** Within 120 days of the end of each Fiscal Year, the Trustee shall provide the Nation with:
- (a) the audited financial statements of the Trust for that Fiscal Year; and
 - (b) an annual report to the Nation on the activities related to the Trust for that Fiscal Year, including:
 - (1) the opening and closing market values of the Trust Property;
 - (2) a summary of the deposit activity (both annual and cumulative), including additions to the Trust Property, net realized and unrealized capital gains, interest income, dividend income and other investment income;

- (3) a summary of the disbursement activity (both annual and cumulative) authorized by this Agreement;
- (4) a summary of the PCDs paid pursuant to this Agreement, including the adjustments referred to in Section 6.2(e), and a summary of all outstanding PCDs payable pursuant to this Agreement, including a reasonable estimate of the adjustments referred to in Section 6.2(e);
- (5) the Trustee's opinion with respect to whether there is insufficient Trust Property remaining in the Trust, or a risk of there being insufficient Trust Property remaining in the Trust, to pay all outstanding PCDs (including a reasonable estimate of such Members' adjustments referred to in Section 6.2(e));
- (6) a summary of all Authorized Expenses paid by the Trustee;
- (7) confirmation that the Authorized Investments comply with the Investment Policy;
- (8) an evaluation of the performance of the Authorized Investments against relevant market indices and benchmarks and industry standards for portfolios with similar investment policies, goals and objectives (both annual and cumulative, and per Investment Manager and in aggregate);
- (9) with respect to all amounts paid or payable by the Trust in that Fiscal Year, a breakdown of which amounts were paid or payable from the Second Generation Income, which amounts were paid or payable from the First Generation Income and which amounts were paid or payable from the capital of the Trust;
- (10) a list of all accounts opened by the Trustee on behalf of the Trust, together with opening and closing balances and a summary of deposit and disbursement activity;
- (11) the Trustee's certificate that all receipts, expenditures and investments of the Trust Property have been properly documented and authorized by this Agreement; and
- (12) any other information requested by the Nation.

13.4 Nation Account:

- (a) The Nation Account must be included in the Nation's audited consolidated financial statements.
- (b) Notwithstanding the foregoing, the Nation shall prepare or cause to be prepared an unaudited schedule that shows the deposit and disbursement activity for the Nation Account and such schedule shall be prepared in accordance with such standards that best present how the monies from time to time on deposit in the Nation Account were used by the Nation.

13.5 Posting of Financial Statements and Report: Within 15 days of the Trustee's annual report and the audited financial statements of the Trust being provided to the Nation, the Nation shall post, or cause to be posted, a copy of such financial statements and report as well as the Nation Account schedule referred to in Section 13.4(b) at such places as is customary for providing notice to the Members of such information at the time.

13.6 **Annual Community Information Meeting:**

- (a) Within 90 days of the Trustee’s annual report and the audited financial statements of the Trust being provided to the Nation, the Council shall call and hold at least one community information meeting (the “**Annual Community Information Meeting**”).
- (b) For purposes of calling an Annual Community Information Meeting, the Nation shall provide such notice to the Members as is customary for the calling of such meetings at the time and post, or cause to be posted, such notice at such places as is customary for such meetings at the time.
- (c) The Annual Community Information Meeting shall be held at such location as is customary for such meetings at the time.
- (d) The Trustee shall attend each Annual Community Information Meeting and:
 - (1) present the Trustee’s annual report and the audited financial statements of the Trust;
 - (2) report on the performance of the Authorized Investments; and
 - (3) report on the administration of the Trust Property in relation to the purposes of the Trust,to the Members present at the meeting.
- (e) At least a majority of the Council shall attend each Annual Community Information Meeting and explain and present:
 - (1) any disbursements from the Trust Account for Claim Advancement Costs pursuant to Article 7, and details regarding the same;
 - (2) any disbursements from the Trust Account for Community Development pursuant to Section 17.2, and details regarding the same;
 - (3) the Nation Account schedule referred to in Section 13.4(b); and
 - (4) a plain language summary of the deposit and disbursement activity from the Nation Account, including the purposes for which the Second Generation Income Payment (if any) was used,to the Members present at the meeting.
- (f) The Nation may request that the Investment Consultant(s) and/or the Investment Manager(s) attend the Annual Community Information Meeting and explain or present to the Members present at the meeting such investment-related matters as directed by the Nation.
- (g) At each Annual Community Information Meeting, the Trustee and the Council shall answer any questions relating to the matters set out in this Section 13.6 or otherwise related to the Trust that the Members present at the meeting may have.

- (h) For greater certainty, an Annual Community Information Meeting may be held:
 - (1) jointly with any other community meeting; and
 - (2) by means of such telephonic, electronic or other communications facility that permits all persons participating in the meeting to communicate adequately with each other during the meeting.

13.7 **Copies of Documents:**

- (a) Copies of this Agreement, the Trustee’s annual report, the audited financial statements of the Trust and the Nation Account schedule and summary referred to in Section 13.6(e) may be made available at Annual Community Information Meetings.
- (b) The Nation shall also make copies of this Agreement, the Trustee’s annual report, the audited financial statements of the Trust and the Nation Account schedule and summary referred to in Section 13.6(e) available to Members upon request.

ARTICLE 14 – LIABILITY OF TRUSTEE

- 14.1 **Limitation of Liability:** The Trustee shall not be liable for losses and damages to the Trust provided that the Trustee has acted honestly, in good faith and in accordance with this Agreement and all applicable laws, and has exercised reasonable skill and prudence in the administration, management and investment of the Trust Property.
- 14.2 **Liability for Trust Property Only:** Once any property ceases to be Trust Property as set out in this Agreement, the Trustee shall have no further liability or obligation with respect to such property and shall be discharged regarding the use of such property thereafter except as specifically set out herein.
- 14.3 **Indemnity:** The Trustee shall be indemnified and saved harmless out of the Trust Property from all claims, liabilities and demands of any kind or nature whatsoever, including legal fees and expenses, arising from the performance of the Trustee’s obligations and duties provided that the Trustee has at all material times acted honestly, in good faith and in accordance with this Agreement and all applicable laws, and has exercised reasonable skill and prudence in the administration, management and investment of the Trust Property.
- 14.4 **Judicial Audit:** Notwithstanding the various reports and audited financial statements required to be prepared or ordered by the Trustee, the Trustee reserves the right to request a judicial audit where circumstances warrant.

ARTICLE 15 – APPOINTMENT AND REPLACEMENT OF TRUSTEE

- 15.1 **Term of Trustee:** The term of appointment of the Trustee and any Replacement Trustee appointed by the Nation shall be five years, subject to the Trustee’s earlier resignation in accordance with Section 15.3, the Trustee’s earlier removal by the Nation in accordance with Section 15.4 or the Trustee’s disqualification in accordance with Section 15.14.
- 15.2 **Expiry of Term:** Where the Trustee’s term of appointment expires, the term shall automatically be extended until such time as the Nation renews the Trustee’s term by way of a BCR or appoints a Replacement Trustee in accordance with this Article 15.

- 15.3 **Resignation of Trustee:** The Trustee may cease to act under this Agreement by providing not less than 180 days' prior written notice with reasons to the Nation or upon such earlier date as may be agreed between the Nation and the Trustee in writing, provided that a Replacement Trustee has been appointed.
- 15.4 **Removal of Trustee:** The Nation may remove the Trustee by way of a BCR and by providing not less than 60 days' prior written notice to the Trustee, provided that a Replacement Trustee has been appointed.
- 15.5 **Selection of Replacement Trustee:**
- (a) Subject to Section 15.5(b), where the Trustee's term of appointment expires, the Trustee resigns, the Trustee is removed or the office of the Trustee is otherwise vacated for any reason, the Nation shall by way of a BCR renew the Trustee's term or appoint a Replacement Trustee, as applicable.
 - (b) The Nation shall issue a request for proposals for corporate trustee services prior to renewing the Trustee's term or appointing a Replacement Trustee.
- 15.6 **Transfer of Trust Property:** In the event that the Trustee's term of appointment expires (and such term is not renewed), the Trustee resigns, the Trustee is removed or the office of the Trustee is otherwise vacated for any reason, such Trustee shall, within 30 days of receiving notice from the Nation in the form of a BCR, transfer the Trust Property and provide all records relating to the Trust and the Trust Property, including those referred to in Section 15.7, to the Replacement Trustee as directed in such BCR.
- 15.7 **Transferring of Accounts:** In the event that the Trustee's term of appointment expires (and such term is not renewed), the Trustee resigns, the Trustee is removed or the office of the Trustee is otherwise vacated for any reason, such Trustee shall prepare, at its sole cost and expense, a complete account of its administration of the Trust and the necessary documentation for a proper passing of the accounts in a form that would be required by a court of competent jurisdiction, including:
- (a) the PCDs paid pursuant to this Agreement, and all outstanding PCDs payable pursuant to this Agreement;
 - (b) all unaudited and audited financial statements of the Trust;
 - (c) all annual tax slips and tax returns of the Trust;
 - (d) all tax schedules for the Trust;
 - (e) all general ledgers for the Trust;
 - (f) all trial balances for the Trust;
 - (g) the Trustee's worksheets used to calculate:
 - (1) the inflation calculations, and any other adjustments referred to in Section 6.2(e), with respect to the PCDs paid or payable pursuant to this Agreement;
 - (2) the Second Generation Income Payments for each Fiscal Year (if any);

- (3) the First Generation Income for each Fiscal Year; and
- (4) the Second Generation Income for each Fiscal Year;
- (h) confirmation that the Second Generation Income for each Fiscal Year, if any, has been paid out of the Trust; and
- (i) all annual reports related to the Trust,

and shall deliver same to the Nation within 30 days of the date the Trustee ceases to act as Trustee. For greater certainty, the documentation referred to in this Section 15.7 is the property of the Nation and not the Trustee.

- 15.8 **Transition:** In the event that the Trustee's term of appointment expires (and such term is not renewed), the Trustee resigns, the Trustee is removed or the office of the Trustee is otherwise vacated for any reason, the Trustee shall act honestly and in good faith and work cooperatively with the Nation and the Replacement Trustee to ensure an efficient transition.
- 15.9 **Effect of Resignation or Removal:** On the expiration of the notice period following the resignation or removal of the Trustee, or such shorter period as the Nation and the Trustee agree to in writing, and upon the appointment of a Replacement Trustee, the Trustee shall be discharged as trustee from the Trust and from all of its obligations and duties under this Agreement (hereafter referred to as the "**Discharged Trustee**").
- 15.10 **Accrued Rights and Obligations:** The expiration of the Trustee's appointment, the resignation, removal or termination of the Trustee or the vacation of the office of the Trustee for any other reason does not affect the rights, obligations, liabilities and responsibilities of the Trustee which accrued prior to the effective date of the expiration of the Trustee's appointment or the resignation, removal or termination of the Trustee.
- 15.11 **Approval:** The Discharged Trustee or the Nation may apply to a court of competent jurisdiction in accordance with the provisions of the Trustee Act for an order confirming that the Discharged Trustee has been discharged from the Trust and appointing a Replacement Trustee in the Discharged Trustee's place, the cost of which shall be in the discretion of the court.
- 15.12 **Trustee Services Agreement:** The Trustee (and, for greater certainty, any Replacement Trustee) shall, prior to its appointment being effective, enter into a Trustee Services Agreement with the Nation. In the event of any conflict or inconsistency between the Trustee Services Agreement and this Agreement, this Agreement shall prevail to the extent of the conflict or inconsistency.
- 15.13 **Agreement to be Bound:** All Trustee Services Agreements shall contain a provision stating that the Trustee agrees to become a party to, and be bound by, the terms and conditions of this Agreement, and that in the event of a conflict or inconsistency between the Trustee Services Agreement and this Agreement, this Agreement shall prevail to the extent of the conflict or inconsistency.

15.14 **Trustee Qualifications:**

- (a) The Trustee is required at all times to:
 - (1) be a trust company duly incorporated, validly existing and authorized to carry on business as a trustee in the Province of Saskatchewan, registered under the *Trust and Loan Companies Act*, SC 1991, c 45, and a member institution for which the Canada Deposit Insurance Corporation has a duty to insure its deposits pursuant to the *Canada Deposit Insurance Corporation Act*, RSC 1985, c C-3, with the corporate power and authority to administer the Trust and the Trust Property in accordance with the provisions of this Agreement; and
 - (2) have assets under management of at least one billion dollars (Canadian), adjusted for inflation by CPI from the month and year of the Effective Date to the month and year of the effective date of the applicable Trustee Services Agreement.
- (b) If at any point the Trustee fails to meet all such requirements, the Trustee shall immediately notify the Nation of the same, and the Nation shall remove the Trustee by way of a BCR and appoint a Replacement Trustee in accordance with Section 15.5.

ARTICLE 16 – AMENDMENTS

16.1 **Amendments:** Subject to this Article 16, no amendments to, or modifications of, this Agreement shall be valid and binding unless in writing and duly executed by the Parties and approved by:

- (a) the Nation by way of a BCR;
- (b) the Trustee in writing; and
- (c) the Voters in accordance with Section 16.2.

16.2 **Approval Procedures:** In the event that the Nation and the Trustee propose to amend this Agreement and a vote of the Voters to consider such amendment(s) is required:

- (a) the Nation shall call for a vote by way of a BCR, which BCR shall set out:
 - (1) the date(s), time(s) and place(s) of the vote;
 - (2) a description of the purpose of the vote;
 - (3) a description of the proposed amendment(s) to this Agreement;
 - (4) the reasons why the Council has determined that the proposed amendment(s) are in the best interest of the Nation;
 - (5) the wording of the resolution(s) that the Voters will vote on; and
 - (6) such other information required for the Voters to be able to make an informed decision with respect to the vote;

- (b) the vote shall be conducted in accordance with the voting guidelines determined and approved by the Nation by way of a BCR and posted at least 30 days prior to the vote at such places as is customary for providing notice to the Members for Nation votes at the time; and
- (c) in order for the amendment to be approved at the vote, at least a majority (50% + 1) of the Voters must vote, and at least a majority (50% + 1) of the Voters who vote must vote in favour of the amendment(s).

16.3 **Errors and Mistakes:** Notwithstanding Sections 16.1 and 16.2, this Agreement may be amended or modified from time to time without the approval of the Voters to:

- (a) correct any typographical or clerical errors or mistakes; or
- (b) correct any manifest errors or mistakes,

provided that the Nation has received a written opinion from qualified legal counsel, either directly or through their firm, explaining the legal implications and the benefits of the proposed amendments and confirming that the amendments do not, in the opinion of such legal counsel, materially alter the purposes of the Trust.

16.4 **Ambiguities, Administrative or Procedural Amendments and Changes in Law:** Notwithstanding Sections 16.1 and 16.2, this Agreement may be amended or modified from time to time without the approval of the Voters to:

- (a) address any ambiguities arising from defective or inconsistent provisions;
- (b) make amendments of an administrative or procedural nature; or
- (c) address any changes in the law which may have an adverse impact on the Trust or the entitlements, rights or obligations of a Party, including the beneficial interest of the Beneficiary,

provided that the Nation has received a written opinion from qualified legal counsel, either directly or through their firm, explaining the legal implications and the benefits of the proposed amendments and confirming that the amendments do not, in the opinion of such legal counsel, materially alter the purposes of the Trust or materially alter the entitlements, rights or obligations of the Parties, including the beneficial interest of the Beneficiary.

16.5 **Changes in Tax Treatment:** The intention of the Parties is that the Trust, the Trust Property, the Second Generation Income Payments and the Nation shall be exempt from taxation. Notwithstanding Sections 16.1 and 16.2, this Agreement may be amended or modified from time to time without the approval of the Voters to:

- (a) address any amendments to the Income Tax Act or other applicable tax legislation, or any case law, any advance income tax rulings, policies, guides, guidelines, notices, interpretation bulletins, income tax folios, technical interpretations, views or other analysis, commentary or publications from the Canada Revenue Agency or the Minister of National Revenue, or their successors, or any other authorities, or any assessments, which may impact the taxation of the Trust, the Trust Property, the Second Generation Income Payments or the Nation or which may otherwise have an adverse impact on the Trust, the Trust Property, the Second Generation Income Payments or the Nation; or
- (b) otherwise achieve tax treatment most favourable to the Trust and the Nation,

provided that the Nation has received a written opinion from a Tax Advisor, either directly or through their firm, explaining the tax implications and the benefits of the proposed amendments and confirming that the amendments further the tax objectives of the Nation and do not, in the opinion of such Tax Advisor, materially alter the purposes of the Trust.

16.6 Approval and Notice:

- (a) For greater certainty, any amendments or modifications referred to in Section 16.1, 16.3, 16.4 or 16.5 shall be in writing and duly approved and executed by the Parties in writing.
- (b) The Trustee or the Council must also explain any such amendments or modifications to the Members at the next Annual Community Information Meeting.

16.7 Prohibition on Amendments: Notwithstanding any other provision of this Agreement, including Sections 16.1 and 16.2:

- (a) Section 4.2 shall not be amended or deleted from this Agreement; and
- (b) this Section 16.7 shall not be amended or deleted from this Agreement, except to add additional prohibitions.

16.8 PCD Protection: Notwithstanding any other provision of this Agreement, including Sections 16.1 and 16.2, no amendment or modification to this Agreement shall be valid and binding unless and until the Nation has received a written opinion from the Trustee confirming that such amendments or modifications would not cause there to be insufficient Trust Property remaining in the Trust, or a risk of there being insufficient Trust Property remaining in the Trust, to pay all outstanding PCDs (including a reasonable estimate of the adjustments referred to in Section 6.2(e)) in accordance with Section 6.2.

16.9 Amendments Consistent with Settlement Agreement: Notwithstanding any other provision of this Agreement, no amendment or modification to this Agreement shall be valid and binding unless and until the Nation has received a written opinion from qualified legal counsel, either directly or through their firm, that the amendments or modifications do not breach the representations and warranties of the Nation contained in the Settlement Agreement.

ARTICLE 17 – TERMINATION OF THE TRUST

17.1 **Termination:**

- (a) The Trust shall terminate upon the happening of the earliest of the following events:
 - (1) the Nation has determined, by way of a BCR, that terminating the Trust is in the best interest of the Nation, all PCDs owing to Members pursuant to Section 6.2 have been paid and the Nation passes a BCR approving the termination of the Trust;
 - (2) the Nation has determined, by way of a BCR, that terminating the Trust is in the best interest of the Nation, the two-year period referred to in Section 6.2(k)(2) for the Members who have not yet been paid a PCD pursuant to Section 6.2 has expired and the Nation passes a BCR approving the termination of the Trust; or
 - (3) where required by applicable law.
- (b) Upon termination of the Trust, the Trustee shall pay any outstanding Authorized Expenses and transfer the remaining balance of the Trust Property, if any:
 - (1) to the Nation, to be resettled in a new trust that the Nation is the sole beneficiary of and that does not breach the representations and warranties of the Nation contained in the Settlement Agreement; or
 - (2) to the Nation Account to be used for Community Development,
as directed by the Nation in a BCR.
- (c) Upon termination of the Trust, the Trustee shall, upon the passing of the accounts, be discharged in relation to the performance of its duties.

17.2 **Delay of Termination:** In the event that:

- (a) all PCDs owing to Members pursuant to Section 6.2 have been paid; or
- (b) the two-year period referred to in Section 6.2(k)(2) for the Members who have not yet been paid a PCD pursuant to Section 6.2 has expired,

but the Nation has determined, by way of a BCR, that not terminating the Trust is in the best interest of the Nation, the Trust shall continue until the Nation passes a BCR approving the termination of the Trust or where required by applicable law, and upon receiving from the Nation a copy of a Community Development BCR, the Trustee shall make the requested payment(s) from the Trust Account to the Nation Account for Community Development.

ARTICLE 18 – LAND MATTERS

18.1 **Corporate Nominee:**

- (a) In the event the Nation has received a distribution of Trust Property to be used for Community Development, the Parties acknowledge and agree that any land, minerals or improvements, or any interest therein, may be purchased by the Nation through a body corporate wholly owned, directly or indirectly, by the Nation, including a body corporate whose ownership interest is 100% beneficially held in trust for the Nation, or a business wholly owned, directly or indirectly, by the Nation, including a partnership, limited partnership or other business structure (in this Article, a “**Nominee**”).
- (b) For any land, minerals or improvements, or any interest therein, purchased pursuant to Section 18.1(a) by a Nominee, the Nation and the Trustee acknowledge and agree that such Nominee shall:
 - (1) hold bare legal title to any such land, minerals or improvements, or any interest therein, for and on behalf of the Nation, upon the terms and conditions determined by the Nation and the Nominee from time to time;
 - (2) not acquire any beneficial right or interest in or to any such land, minerals or improvements, or any interest therein; and
 - (3) at all times hold any interest in any such land, minerals or improvements as bare trustee, nominee and agent for, and on behalf of, and for the sole benefit of the Nation.
- (c) For any land, minerals or improvements, or any interest therein, purchased pursuant to Section 18.1(a) by a Nominee, the Nation and the Trustee acknowledge and agree that the Nation may, in its sole discretion, direct the Trustee to directly pay the amounts for Community Development to which the Nation is entitled directly to a Nominee to facilitate the acquisition of such land, minerals or improvements, or any interest therein, in the name of the Nominee as bare trustee, nominee and agent for, and on behalf of, and for the sole benefit of the Nation.
- (d) For greater certainty, nothing in this Section 18.1 renders a Nominee a beneficiary of the Trust; rather, the sole beneficiary of the Trust is and shall always be the Nation.

18.2 **Reserve Creation:** For greater certainty, the Nation may determine that any land, minerals or improvements purchased with Trust Property pursuant to Section 18.1(a) be held by the Nation or a Nominee, for and on behalf of the Nation, in fee simple or request that it be set apart as a reserve for the use and benefit of the Nation.

ARTICLE 19 – REPRESENTATIONS AND WARRANTIES

19.1 **Trustee Representations and Warranties:** The Trustee represents and warrants to and in favour of the Nation that:

- (a) the Trustee has been duly formed and organized, and is validly subsisting and in good standing under the laws of the Province of Saskatchewan;
- (b) the Superintendent of Financial Institutions has, by order, approved the Trustee to commence and carry on business under the *Trust and Loan Companies Act*, SC 1991, c 45;
- (c) the Trustee is registered with the Financial and Consumer Affairs Authority of Saskatchewan and has a valid and subsisting licence to carry on business as a trust corporation under *The Trust and Loan Corporations Act, 1997*, SS 1997, c T-22.2;
- (d) the Trustee has all necessary capacity, power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement, and all necessary approvals have been obtained by it to execute and deliver this Agreement;
- (e) this Agreement has been duly executed and delivered by the Trustee, and this Agreement shall, upon its execution, constitute legal, valid and binding obligations of it, enforceable against it; and
- (f) neither the execution, delivery or performance of this Agreement shall constitute a breach of, or default under, any law, contract or instrument to which the Trustee is a party or by which it may be bound.

ARTICLE 20 – NOTICES

20.1 **Notices:** Any notice, communication or other document required or permitted to be given hereunder shall be in writing and delivered personally or sent by prepaid registered mail, email or other means of electronic communication capable of producing a printed copy as follows:

- (a) To the Trustee:

Royal Trust Corporation of Canada
Indigenous Wealth
#1603-220 Portage Avenue
Winnipeg, Manitoba
R3C 0A5

Attention: Hafiz Karmali
Telephone: (403) 836-5719
Email: hafiz.karmali@rbc.com

- (b) To the Nation:

George Gordon First Nation
PO Box 248
Punnichy, Saskatchewan
S0A 3C0

Attention: Chief and Council and Director of Operations
Telephone: (306) 835-2232
Email: do@ggfn.ca

- 20.2 **Notice Given:** Any notice, communication or other document shall be deemed to have been validly and effectively given:
- (a) if delivered personally, on the date of delivery if the date is a Business Day and delivery was made prior to 5:00 p.m. (Central Standard Time) and otherwise on the next Business Day;
 - (b) if sent by prepaid registered mail, on the fifth Business Day after the post-marked date thereof, but if at the time of posting or between the time of posting and the fifth Business Day after posting there is a postal disruption, then the notice shall not be validly and effectively given until actually delivered; or
 - (c) if sent by email or other means of electronic communication capable of producing a printed copy, on the date of the transmission if the date is a Business Day and delivery was made prior to 5:00 p.m. (Central Standard Time) and otherwise on the next Business Day.
- 20.3 **Change of Address:** If the Trustee or the Nation changes its address, email address or other electronic communication information, such Party shall provide notice of the change to the other Party in the manner set out herein.

ARTICLE 21 – GENERAL PROVISIONS

- 21.1 **Aboriginal and Treaty Rights:** For greater certainty, nothing in this Agreement shall be construed or interpreted to abrogate or derogate from or otherwise prejudice the existing or future Aboriginal or Treaty rights of the Nation or the Members as recognized and affirmed in Section 35 of the *Constitution Act, 1982*, being Schedule B to the *Canada Act 1982 (UK)*, 1982, c 11.
- 21.2 **Advice from the Court:** Either Party may apply to a court of competent jurisdiction for advice and direction regarding any question relating to the scope and extent of the powers conferred by this Agreement. Where the Party applying to the court is the Trustee, notice must be served by the Trustee to the Nation. For greater certainty, and subject to any order of the court, the cost of such an application by the Trustee is an Authorized Expense.
- 21.3 **Further Assurances:** Each of the Parties shall from time to time and at all times hereafter at the request of the other Party execute and deliver, or cause to be executed and delivered, such other instruments as the other Party may reasonably require in order to more effectively carry out the terms of this Agreement.
- 21.4 **Entire Agreement:** This Agreement, including the recitals and the schedules referred to herein, and the Trustee Services Agreement, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties.
- 21.5 **Waiver:** No provision of this Agreement will be deemed to be waived unless such waiver is in writing. Any waiver of any default committed by either of the Parties is limited to such default and will not extend to any other default.

- 21.6 **Severability:** Each provision contained in this Agreement is declared to constitute a separate and distinct covenant and to be severable from all other such separate and distinct covenants. In the event that any provision of this Agreement or part thereof is found to be void or invalid by a court of competent jurisdiction, the remaining provisions, or parts thereof, shall be and remain in full force and effect.
- 21.7 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein, and the Parties irrevocably attorn to and agree to be bound by the jurisdiction of the courts of the Province of Saskatchewan.
- 21.8 **Enurement:** This Agreement shall be binding upon and enure to the benefit of the Parties, and their respective successors and permitted assigns.
- 21.9 **Counterparts:** This Agreement may be executed in any number of counterparts and may be signed by any means of electronic communication capable of producing a printed copy, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear the Effective Date.

[Balance of this page intentionally left blank. Execution page to follow.]

IN WITNESS WHEREOF George Gordon First Nation, as represented by the Chief and Council of George Gordon First Nation, for and on behalf of George Gordon First Nation, have executed this Agreement under their respective hands as of the date first written above at _____, in the Province of Saskatchewan.

Witness

Chief Shawn Richard Longman

Witness

Councillor Daniel Wayne Cyr

Witness

Councillor Ivy Leona Kennedy

Witness

Councillor Angela Leigh McNab

Witness

Councillor Joseph Elwood McNab

Witness

Councillor Lance Tyler McNab

Witness

Councillor Ian Frederick Morris

Witness

Councillor Jason Thomas Morris

Witness

Councillor Hugh Edward Pratt

AND FURTHERMORE IN WITNESS WHEREOF Royal Trust Corporation of Canada's authorized officers have executed this Agreement under their respective hands as of the date first written above at _____, in the Province of Saskatchewan.

ROYAL TRUST CORPORATION OF CANADA

Per: _____

Name:

Title:

Per: _____

Name:

Title:

SCHEDULE A
PCD BCR

The Council of the: George Gordon First Nation	BCR #:
Date of Duly Convened Meeting:	Province Saskatchewan

WHEREAS George Gordon First Nation (the “Nation”) and _____ (the “Trustee”) are parties to the George Gordon First Nation Sōniyāskaw Trust Agreement dated effective _____, 2025 (the “Trust Agreement”), which agreement establishes the George Gordon First Nation Sōniyāskaw Trust;

AND WHEREAS pursuant to Section 5.1(a) and Article 6 of the Trust Agreement, the Trust Property may be used for the payment of the PCDs;

AND WHEREAS Sections 6.2(a) and 6.2(b) of the Trust Agreement set out who is entitled or conditionally entitled to receive payment of a PCD;

AND WHEREAS

[Section 6.2(c)(1) of the Trust Agreement contemplates the Nation providing to the Trustee a PCD BCR on or as soon as reasonably practicable after the Ratification Date attaching thereto a list of adults and minors entitled or conditionally entitled to receive payment of a PCD from the Trust Property, including their name and birthdate, and such other information as may be required by the Trustee to administer the PCDs;

OR Section 6.2(c)(2) of the Trust Agreement contemplates the Nation providing to the Trustee a PCD BCR on or as soon as reasonably practicable after an individual referred to in Section 6.2(b)(2) becomes conditionally entitled to receive payment of a PCD;

OR Section 6.2(f) of the Trust Agreement contemplates the Nation providing an [*updated or amended*] PCD BCR in the event that [*Add applicable circumstances*];]

AND WHEREAS Section [*6.2(d) or 6.2(e)(1)*] of the Trust Agreement provides that [*Add applicable timing*], the Trustee shall [*Add applicable payment details*];

AND WHEREAS pursuant to Section 11.1(a) of the Trust Agreement, monies for the payment of the PCDs on behalf of the Nation may only be withdrawn from the Trust Account by means of a PCD BCR;

AND WHEREAS capitalized terms used herein and not otherwise defined shall have the meanings set out in the Trust Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT we, the Chief and Council of the Nation:

1. Authorize and direct the Trustee to pay a PCD to the Members in the lists attached hereto as Appendix A, the estate of such Members or such Members, care of their property guardian, administrator or attorney, as applicable, in accordance with Article 6 of the Trust Agreement;
2. Confirm that all such payments are paid as a distribution of capital to the Nation, which the Nation hereby irrevocably directs the Trustee to directly pay, for and on its behalf, to such Members; and
3. Direct the Trustee and the Nation to retain a copy of this Band Council Resolution in their records.

[Remainder of page intentionally left blank. Signature page to follow.]

Chief

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Quorum _____

APPENDIX A
PCD ENTITLEMENT

Adults Entitled to PCD			
	Name	Birthdate	Other Information

Minors Conditionally Entitled to PCD			
	Name	Birthdate	Other Information

SCHEDULE B
CLAIM ADVANCEMENT BCR

The Council of the: George Gordon First Nation	BCR #:
Date of Duly Convened Meeting:	Province Saskatchewan

WHEREAS George Gordon First Nation (the “Nation”) and _____ (the “Trustee”) are parties to the George Gordon First Nation Sōniyāskaw Trust Agreement dated effective _____, 2025 (the “Trust Agreement”), which agreement establishes the George Gordon First Nation Sōniyāskaw Trust;

AND WHEREAS pursuant to Sections 5.1(b) and 7.1 of the Trust Agreement, the Trust Property may be used for the payment of Claim Advancement Costs;

AND WHEREAS *[Add details of the applicable Claim Advancement Costs];*

AND WHEREAS pursuant to Section 11.1(b) of the Trust Agreement, monies for the payment of Claim Advancement Costs may only be withdrawn from the Trust Account by means of a Claim Advancement BCR;

AND WHEREAS capitalized terms used herein and not otherwise defined shall have the meanings set out in the Trust Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT we, the Chief and Council of the Nation:

1. Authorize and direct the Trustee to make the following payment from the Trust Account to *[Add account details – the Nation Account or such other account as directed by the Nation]* in accordance with Section 7.1 of the Trust Agreement for the payment of the following Claim Advancement Costs:

Amount: _____

Details: _____

Other Directions: _____

2. Direct the Trustee and the Nation to retain a copy of this Band Council Resolution in their records.

[Remainder of page intentionally left blank. Signature page to follow.]

Chief

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Quorum _____

SCHEDULE C
BUDGET APPROVAL BCR

The Council of the: George Gordon First Nation	BCR #:
Date of Duly Convened Meeting:	Province Saskatchewan

WHEREAS George Gordon First Nation (the “**Nation**”) and _____ (the “**Trustee**”) are parties to the George Gordon First Nation Sōniyāskaw Trust Agreement dated effective _____, 2025 (the “**Trust Agreement**”), which agreement establishes the George Gordon First Nation Sōniyāskaw Trust;

AND WHEREAS pursuant to Section 5.1(c) and Article 8 of the Trust Agreement, the Trust Property may be used for the payment of Authorized Expenses;

AND WHEREAS pursuant to Sections 8.2(a) and 11.1(c) of the Trust Agreement, the Trustee shall pay all Authorized Expenses from the Trust Account as they become due and payable;

AND WHEREAS Section 8.1 of the Trust Agreement provides that prior to the commencement of each Fiscal Year, the Trustee shall prepare a budget setting out the Authorized Expenses that it anticipates will be reasonably incurred or payable in the upcoming Fiscal Year;

AND WHEREAS Section 8.1 of the Trust Agreement provides that the Nation shall review and approve each such Budget;

AND WHEREAS capitalized terms used herein and not otherwise defined shall have the meanings set out in the Trust Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT we, the Chief and Council of the Nation:

1. Approve the Budget attached hereto as Appendix A for the _____ Fiscal Year; and
2. Direct the Trustee and the Nation to retain a copy of this Band Council Resolution in their records.

[Remainder of page intentionally left blank. Signature page to follow.]

Chief

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Quorum _____

APPENDIX A
BUDGET

See attached.

SCHEDULE D
COMMUNITY DEVELOPMENT BCR

The Council of the: George Gordon First Nation	BCR #:
Date of Duly Convened Meeting:	Province Saskatchewan

WHEREAS George Gordon First Nation (the “Nation”) and _____ (the “Trustee”) are parties to the George Gordon First Nation Sōniyāskaw Trust Agreement dated effective _____, 2025 (the “Trust Agreement”), which agreement establishes the George Gordon First Nation Sōniyāskaw Trust;

AND WHEREAS pursuant to Sections 5.1(f) and 17.2 of the Trust Agreement, the Trust Property may be used for Community Development;

AND WHEREAS the Nation has determined that _____ [*Add details regarding the applicable Community Development*] is in the best interest of the Nation;

AND WHEREAS pursuant to Section 11.1(g) of the Trust Agreement, monies for Community Development may only be withdrawn from the Trust Account by means of a Community Development BCR;

AND WHEREAS capitalized terms used herein and not otherwise defined shall have the meanings set out in the Trust Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT we, the Chief and Council of the Nation:

1. Authorize and direct the Trustee to make the following payment from the Trust Account to the Nation Account in accordance with Section 17.2 of the Trust Agreement to be used for Community Development as follows:

Amount: _____

Details: _____

Other Directions: _____

2. Direct the Trustee and the Nation to retain a copy of this Band Council Resolution in their records.

[Remainder of page intentionally left blank. Signature page to follow.]

Chief

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Quorum _____

**SCHEDULE E
NATION ACCOUNT BCR**

TAX PAYMENTS

The Council of the: George Gordon First Nation	BCR #:
Date of Duly Convened Meeting:	Province Saskatchewan

WHEREAS George Gordon First Nation (the “**Nation**”) and _____ (the “**Trustee**”) are parties to the George Gordon First Nation Sōniyāskaw Trust Agreement dated effective _____, 2025 (the “**Trust Agreement**”), which agreement establishes the George Gordon First Nation Sōniyāskaw Trust;

AND WHEREAS pursuant to Section [9.2(b) OR 12.1(d)] of the Trust Agreement, the Trustee deposited \$ _____ into the Nation Account;

AND WHEREAS pursuant to Section [9.4(a) OR 12.1(e)] of the Trust Agreement, the Nation shall contribute to the Trust an amount equal to the [Second Generation Income Payment OR Tax Payment] from its own source-revenue, government grants or contributions or the Nation’s other financial resources;

AND WHEREAS the Nation confirms that an amount equal to the [Second Generation Income Payment OR Tax Payment] was contributed to the Trust from its own-source revenue, government grants or contributions or the Nation’s other financial resources;

AND WHEREAS pursuant to Section [9.3 OR 12.1(d)] of the Trust Agreement, the Nation shall use the [Second Generation Income Payments OR Tax Payments] for Community Development and/or Claim Advancement Costs;

AND WHEREAS pursuant to Section 11.2(e) of the Trust Agreement, monies may only be withdrawn from the Nation Account by means of a Nation Account BCR;

AND WHEREAS capitalized terms used herein and not otherwise defined shall have the meanings set out in the Trust Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT we, the Chief and Council of the Nation:

1. Shall use the [Second Generation Income Payment OR Tax Payment] as follows:

Purpose(s):	Amount:

2. Direct the Trustee and the Nation to retain a copy of this Band Council Resolution in their records.

[Remainder of page intentionally left blank. Signature page to follow.]

Chief

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Quorum _____

NATION ACCOUNT BCR

CLAIM ADVANCEMENT COSTS / COMMUNITY DEVELOPMENT DISBURSEMENTS

The Council of the: George Gordon First Nation	BCR #:
Date of Duly Convened Meeting: <p style="text-align: center;">Day Month Year</p>	Province Saskatchewan

WHEREAS George Gordon First Nation (the “**Nation**”) and _____ (the “**Trustee**”) are parties to the George Gordon First Nation Sōniyāskaw Trust Agreement dated effective _____, 2025 (the “**Trust Agreement**”), which agreement establishes the George Gordon First Nation Sōniyāskaw Trust;

AND WHEREAS pursuant to Section [7.1 OR 17.1(b)(2) OR 17.2] of the Trust Agreement, the Trustee deposited \$ _____ into the Nation Account;

[**AND WHEREAS** *Add details of the applicable Claim Advancement Costs*];

OR

[**AND WHEREAS** the Nation has determined that _____ [*Add details regarding the applicable Community Development*] is in the best interest of the Nation;]

AND WHEREAS pursuant to Section 11.2(e) of the Trust Agreement, monies may only be withdrawn from the Nation Account by means of a Nation Account BCR;

AND WHEREAS capitalized terms used herein and not otherwise defined shall have the meanings set out in the Trust Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT we, the Chief and Council of the Nation:

1. Shall withdraw \$ _____ from the Nation Account to be used as follows:

Purpose(s):	Amount:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. Direct the Trustee and the Nation to retain a copy of this Band Council Resolution in their records.

[Remainder of page intentionally left blank. Signature page to follow.]

Chief

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Councillor

Quorum _____